

# HARD-WEAR SCHWEISSTECHNIK GmbH, Düsseldorf

## General Terms and Conditions of Contracts and Delivery for Companies

### **1. Scope**

#### 1.1

These General Terms and Conditions shall apply exclusively to entrepreneur within the meaning of § 14 BGB [German Civil Code] i.e. such natural persons or legal entities or partnerships with their own legal personality which conclude legal transactions with us in practising their commercial or independent profession.

#### 1.2

The terms and conditions set forth below (General Terms and Conditions) shall apply exclusively to our business relations with our customers, also with respect to information and advice. Where our General Terms and Conditions are implemented in a transaction with a customer, they shall also apply to all further business relations between the customer and ourselves unless otherwise agreed in writing. The customer's terms and conditions shall only apply if expressly acknowledged by us in writing. Our silence regarding such differing terms and conditions shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.

#### 1.3.

Unless we have expressly waived the validity of our own General Terms and Conditions, our terms and conditions shall apply in place of any terms and conditions of purchase of the customer, also where such conditions of purchase stipulate that acceptance of an order is deemed to be the unconditional recognition of these terms and conditions of purchase, or we supply after the customer has indicated the validity of its general terms and conditions of purchase and. By accepting our order confirmation, the customer expressly acknowledges that it waives any objection derived from the conditions of purchase.

### **2. Information, advice; properties of the products; samples; warranty and procurement risk**

#### 2.1

Information and explanations regarding our products shall be provided solely on the basis of our experience to date. Values specified in this context shall be deemed average values. Any information about our products, especially illustrations, drawings, specifications of measurement and performance and other technical information in our quotations and brochures must be regarded as approximate average values. Our application references are provided with the customary care in the industry but do not release our customers from the obligation to check that the products are suitable for their intended purpose.

#### 2.2.

We shall only assume an obligation to provide advice solely on the basis of a separate written consultancy agreement.

#### 2.3

Reference to standards, similar technical regulations and technical information, descriptions and illustrations of a delivery item in quotations and brochures and our

advertising shall only represent a property of our products when we have expressly declared the condition to be a "property" of the products; these are otherwise non-binding general specifications of performance.

#### 2.4

We shall only be deemed to have given a warranty if we have indicated a property as warranted in writing.

#### 2.5

We shall retain the title and copyright to all illustrations, drawings, specifications of weight and dimension, performance and other property specifications, estimates of cost and other documents about our products and services. The customer undertakes not to disclose the above documents to third parties unless we give our express written consent.

#### 2.6

All our products are updated on a regular basis and adapted to state of the art progress. We reserve the right therefore to modify our products at our equitable discretion (§ 315 BGB [German Civil Code]), also after orders are placed.

#### 2.7

We shall assume no liability for the usability of our products for the customer's intended purpose other than liability prescribed by law unless we have agreed otherwise in writing with the customer.

#### 2.8.

We shall assume a procurement risk only on the basis of an express supplementary contractual agreement, in which we expressly state "that we assume a procurement risk". Otherwise we shall only be obliged to supply from our stock. Assumption of a procurement risk does not in particular lie solely in our obligation to deliver an object which is only defined by its type.

### **3. Specimens; models ; samples**

Properties of specimens, models or samples manufactured shall only become an integral part of the contract if expressly agreed in writing. The customer is not authorised to use and pass on models, specimens or samples. Our samples, specimens, models and prototypes shall remain our property, and may not be used or made available to third parties without our written consent.

### **4. Conclusion of a contract, scope of delivery, acceptance**

#### 4.1

Our quotations are subject to change unless they are designated binding or contain binding commitments. They are requests to customers for orders. A contract is created - also in day-to-day business - only when we confirm the customer's order in writing (also by telefax or email). Our order confirmation shall prevail over the content of the contract. Where delivery is made immediately, our confirmation can be replaced by our invoice.

## 4.2

In the event of call orders or acceptance delays caused by the customer, we shall be authorised to procure material/goods for the complete order and manufacture the total quantity ordered immediately. After the order is placed, no modification request from the customer can therefore be considered unless this was expressly agreed.

## 4.3

The customer must advise us in writing in due time prior to conclusion of the contract of any special requirements of our products.

## 4.4

We are entitled to make excess or short deliveries of up to 5 % in terms of quantity or weight compared with the order volume.

## 4.5

If acceptance of the products or shipment is delayed for a reason for which the customer is responsible, we shall be authorised, after setting an extension of time of 14 days which has expired, at our option to request immediate payment of the purchase price or to rescind the contract or refuse performance and request damages instead of full payment. The time limit must be given in writing but we shall not be required to refer again to our rights under this clause.

## 4.6

If shipment is delayed at the customer's request or for reasons for which the customer is responsible, we shall be authorised to store the goods, beginning on expiry of the time limit set in the written notice that the goods are ready for shipment, and to invoice the costs incurred at at least 1 % of the net invoice amount per month or part thereof. This shall not affect the assertion of any further rights. The customer shall have the right to prove that lower costs were incurred.

Furthermore, we shall be authorised, after expiry of the above time limit, to dispose of the contractual goods otherwise, and to deliver to the customer again after a reasonable time limit.

## 4.7

If the order for delivery or call for delivery is delayed by the customer, we shall be authorised to postpone delivery by the same period of time as the customer is behind schedule plus a reasonable scheduling period.

#### **5. Delivery, delivery period, default in delivery, return of goods**

## 5.1

Binding delivery dates and time limits must be agreed expressly and in writing as binding. We shall make every endeavour to meet delivery dates and time limits that are not binding or approximate (approx., about etc.).

## 5.2

Delivery time limits begin with the customer's receipt of our order confirmation but not before all details about the performance of the order are clarified and all other requirements to be fulfilled by the customer are met, in particular advance payments agreed are paid in full; this shall apply to delivery dates. If the customer requests modifications after placing the order, a new delivery period shall begin when we confirm the modification.

## 5.3

Deliveries before expiry of the delivery period are admissible. The date of delivery for obligations to be performed at the debtor's place of business shall be deemed the date on which the products are reported ready for shipment, otherwise the date on which the products are sent. We are authorised to make partial deliveries.

## 5.4

Interest in our performance shall lapse for lack of any other written agreement only if we fail to deliver material parts or deliver with delay.

## 5.5

Goods shall be delivered - unless otherwise agreed - at our option in the case of long-term contracts when called and in the case of single contracts within the agreed delivery period. We can deliver the goods on the 1st working day after conclusion of the contract and at any time within the delivery period during the customer's normal business hours.

## 5.6

If we default in delivery, the customer must first set us a reasonable extension of time of at least 7 days - unless this is unreasonable - to perform the contract. If this elapses in vain, damage claims for breach of duty - for whatever reason - shall exist only as stipulated in paragraph 11.

## 5.7

We shall not be in default as long as the customer is in default in fulfilling its obligations towards us; this shall also include obligations under other contracts.

## 5.8

As long as any means of transport to be provided by the customer are not available, we shall not be obliged to make delivery. However, we are entitled to carry out a dispatch order or call order which can be delivered using our own or a hired means of transport. In this case too, the goods shall travel at the customer's risk unless otherwise agreed.

#### **6. Reservation of own delivery; force majeure and other obstructions**

## 6.1

If we do not receive a delivery or service from our sub-contractors, despite proper stocking, for reasons for which we are not responsible, or it is incorrect or not in due time, or cases of force majeure occur, we shall notify our customer immediately. In such case, we shall be authorised to postpone the delivery for the duration of the obstruction, or to withdraw in whole or in part from the contract due to that part of the contract not yet fulfilled if we have met our foregoing duty to provide information and have not accepted a procurement risk. Cases of force majeure are strikes, lock-outs, official intervention, power shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions not due to us e.g. fire, water and damage to machinery and any other obstructions that considered objectively were not caused by our negligence.

## 6.2

If a delivery date or delivery period is agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded due to events according to 6.1., the customer shall be authorised after a reasonable extension of time has elapsed in vain to withdraw from the contract due to that part of the contract not yet fulfilled, if the customer cannot be objectively expected to adhere further to the contract. The customer shall have no further claims, especially claims for damages, in this case.

## **7. Shipment and passing of risk**

## 7.1

Unless otherwise agreed in writing, deliveries shall be shipped ex works and any shipment agreed by us uninsured, and in the case of an obligation to be performed at the debtor's place of business, and in the case of an obligation to be performed at the debtor's place of business where the debtor must dispatch the goods, at the customer's risk and expense.

## 7.2

We reserve the right to choose the route and means of transport where shipment is agreed. We shall, however, endeavour to take the customer's wishes into account with respect to the route and type of shipment. Any additional expenses as a result - also where delivery freight paid is agreed - shall be borne by the customer. If shipment is delayed at the customer's request or through the customer's fault, we shall store the goods at the customer's expense and risk.

## 7.3

The risk of accidental loss or accidental deterioration shall pass to the customer when the goods to be delivered are handed over to the customer, forwarder, freight carrier or other firms entrusted with shipping the goods but at the latest when the goods leave our works, warehouse or office unless performance of the obligation at the creditor's place of business is agreed. If the delivery item is to be installed or assembled by us, the risk shall pass to the customer on completion of our services.

## 7.4

If delivery is delayed because we assert our right of retention due to the customer's default in payment in whole or in part or due to another reason for which the customer is responsible, the risk shall pass to the customer at the latest as of the date the goods are notified as ready for delivery.

## **8. Breach of duty / Warranty**

## 8.1

The customer must give us written notice of recognisable defects immediately but at the latest 12 days after performance, hidden defects immediately after they are discovered but at the latest within the warranty period under 8.6. A defect that fails to comply with the requirement of time shall exclude any claim by the customer for breach of duty due to defects.

## 8.2

The transport operator must also be notified of any defects recognisable on delivery, and the recording of the defects must be arranged by the transport operator. The notice of defects must include as detailed a description of the defect as possible. A defect that fails to comply with the requirement of time shall exclude any claim by the customer for breach of duty due to defects. Where defects in quantity and weight were already

recognisable on delivery in accordance with the above duty to examine, the customer must notify the transport operator of the defects on receipt of the products and have this notice of defects certified. A notice of defects that fails to comply with the requirement of time shall also exclude any claim by the customer for breach of duty due to defects.

## 8.3

The customer must give notice in writing of any other breach of duty, setting a reasonable time limit for remedy, before the customer asserts any further rights.

## 8.4

If a defect exists, this shall be remedied at our option - except in the case of recourse due to delivery according to §§ 478, 479 BGB - by rectification or replacement free of charge.

## 8.5

We shall remedy any defects for which the customer itself is responsible, and eliminate any unjustified complaints on behalf of and at the expense of the customer, if the customer is a businessman.

## 8.6

Unless breach of duty relates by way of exception to the performance of work by ourselves, the contract may not be rescinded if our breach of duty is immaterial.

## 8.7

We shall provide a warranty for verifiable material, production or construction defects unless otherwise expressly agreed or in the case of §§ 478, 479 BGB (right of recourse in the supply chain) for a period of one year, calculated from the date the statutory limitation period begins. This shall not apply to damage claims for injury to life, limb or health, act of malice or wilful intent, or if in the cases of § 438 (1) 2 (buildings and objects for buildings), and § 634 a (1) 2 (building defects) BGB, a longer limitation period is stipulated.

## 8.8

If the customer or a third party rectifies a defect incorrectly, we shall not be liable for the resulting consequences. This shall also apply to any modifications of the delivery item undertaken without our prior consent.

## 8.9.

Further claims by the customer for or in connection with defects or consequential damage caused by a defect, for whatever reason, shall exist only subject to the provisions of paragraph 11 unless these are damage claims resulting from a warranty which is intended to cover the customer against the risk of any defects. In this case too, however, we shall be liable only for typical and foreseeable damage.

## 8.10.

Our warranty and liability arising herefrom shall be excluded if defects and damages connected therewith cannot be proven to be due to faulty material, faulty construction or defective design or faulty assembly instructions.

## 8.11.

Warranty and liability arising herefrom shall be excluded in particular for the consequences of incorrect use, excessive use or inappropriate site and/or environmental conditions and, for example, the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond with average standard influences expected by the manufacturer.

## 8.12

We shall not provide a warranty for parts which wear out when products are used correctly and / or have to be regularly exchanged by the customer to maintain their proper function or are subject to use or wear and tear, and we shall not provide a warranty for consumables whose 'best before' date is limited or exceeded, where malfunction is caused by wear and tear.

## 8.13

Claims based on defects shall not exist in the case of a minor deviation from the agreed or customary condition or usefulness.

## 8.14

Breach of duty, especially in the form of material defects, shall only be accepted when given in writing.

### **9. Prices, payment terms, objection of uncertainty**

## 9.1

Unless otherwise agreed, all prices are on principle quoted in euros, and exclude packaging, freight, and any extra charge for reduced quantities, are ex delivery works or warehouse, and exclude value added tax at the legally valid rate which shall be borne by the customer. Prices shall be charged at the delivery prices generally valid on the date of delivery unless otherwise agreed.

## 9.2

Services that are not part of the agreed scope of delivery shall be charged, unless otherwise agreed, on the basis of our respectively valid general price lists.

## 9.3

We are authorised to increase remuneration unilaterally and reasonably (§ 315 BGB) where material procurement costs, wage and ancillary wage costs as well as energy costs and costs due to environmental charges are increased, if more than four months elapses between conclusion of the contract and delivery. An increase for the above purpose shall be excluded if the cost increase for the factors mentioned is cancelled out by a cost reduction for other factors mentioned with respect to the total cost charged for the delivery. If cost factors fall without an equalising increase in other cost factors, we shall be obliged to pass on the cost reduction in the form of a price reduction.

## 9.4

If, according to the contract, we bear the freight charges by way of exception, the customer shall bear any additional costs arising from increases in freight rates after the contract was concluded.

## 9.5

Our invoices are payable upon delivery. The customer is entitled to deduct 2 % discount if payment is received on our account within 14 days. We are however also entitled to request payment concurrently with delivery of the goods. Discount shall be calculated on our net claim, and shall only be permissible, if all other liabilities of the customer's business connection with us which are over 30 days old were met. Payment by bill of exchange excludes any discount.

## 9.6.

We are authorised, despite any of the customer's provisions to the contrary first to set off payments against the customer's older debts; we shall inform the customer of the type of set off. Where costs and interest were already incurred, we shall be authorised to set off the payment first against the costs, then against the interest, and finally against the principal performance.

## 9.7

The customer shall default in payment, even without a reminder, within 30 days of delivery where we have an obligation to deliver or within 31 days after we have issued a notice that the goods are ready for delivery in the case of delivery ex works.

## 9.8.

The customer's default shall cause all claims for payment under the business relationship with the customer to become due immediately. Regardless of any agreements to defer payments, agreements on the term of bills of exchange or payment by instalment, in this case all the customer's liabilities due to us shall become due for payment immediately.

## 9.9.

If payment terms are not met or circumstances known or recognisable that in our proper commercial judgement give rise to justified doubt about the customer's creditworthiness, also including such facts that existed when the contract was concluded but which were unknown to us or should have been known to us, we shall be authorised, notwithstanding further statutory rights in such cases, to cease further work on current orders or delivery and to request advance payments or the provision of securities which are acceptable to us for deliveries still outstanding and, after expiry of a reasonable extension of time to provide such securities in vain, to rescind the contract, irrespective of other statutory rights. The customer shall be obliged to reimburse us for all damages incurred by the non-performance of the contract.

## 9.10.

The customer shall only have a right of retention or right of set off regarding those counter-claims that are not disputed or have been recognised by declaratory judgment unless the counter-claim relates to a violation of *material contractual obligations* (see 11.1) by ourselves.

## 9.11.

The customer can only exercise a right of retention if its counter-claim relates to the same contract.

## 9.12.

We shall only accept bills of exchange offered as an exception by way of express agreement and only on account of performance. We shall calculate discount charges from the due date of the invoice until the maturity date of the bill of exchange as well as costs for the bill of exchange. The customer must bear interest and the costs for the discounting or redemption of bills of exchange. With regard to bills of exchange and cheques, the date of their redemption shall be considered to be the payment date. In the event our company's bank refuses to discount a bill of exchange or in the event of reasonable doubt that a bill of exchange will be discounted during the term of the bill of exchange, we shall be entitled to request immediate payment in cash while taking back the bill of exchange.

## 9.13.

Notwithstanding the provisions of §§ 366,367 BGB and any provisions of the purchaser, we shall be entitled to determine which principal and/or accessory claims shall be set off against the purchaser's payments.

## **10. Retention of title / Right of lien**

### 10.1

We retain title to all equipment and goods we deliver (hereinafter referred to as a whole as "goods subject to retention of title") until all claims under the business relationship with the customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when any or all claims by us are incorporated in a current account and the balance has been established.

### 10.2

The customer must insure the goods subject to retention of title adequately, in particular against fire and theft. Claims against the insurance arising from a case of damage relating to goods subject to retention of title are herewith assigned to us in the value of the goods subject to retention of title.

### 10.3

The customer is authorised to resell the delivered products in the normal course of business. The customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If the goods subject to retention of title are not paid for immediately by third party buyers when resold, the customer shall be obliged to resell under retention of title only.

Authorisation to resell the goods subject to retention of title shall not apply a priori if the customer suspends payment or defaults in payment to us.

### 10.4

The customer herewith assigns to us all claims including securities and ancillary rights that accrue against the end user or third parties from or in connection with the resale of goods subject to retention of title. The customer may not reach an agreement with its purchasers that excludes or impairs our rights in any way or nullifies the claim's assignment in advance. When the goods subject to retention of title are sold with other items, the claim against third party buyers amounting to the delivery price agreed between ourselves and the customer shall be deemed assigned unless the amounts applicable to the individual goods can be determined from the invoice.

### 10.5

The customer shall be entitled to collect claims assigned to us until revoked by us, this revocation being admissible at any time. At our request, the customer shall be obliged to give us the information and documents required to collect assigned claims, and unless we do so ourselves, notify its buyers immediately of the assignment.

### 10.6

If the customer incorporates claims from the resale of goods subject to retention of title in a current account relationship with its buyers, the customer shall herewith assign to us any recognised closing balance in its favour in the amount which corresponds to the total amount of the claim from the resale of our goods subject to retention of title, such claim being transferred to the current account relationship.

### 10.7

The customer must notify us immediately if the customer has already assigned claims to third parties from the resale of products delivered or to be delivered by us, especially due to real or unreal factoring, or made other agreements which can impair our current or future security interests according to paragraph 10.

In the case of unreal factoring, we shall be authorised to rescind the contract and request the products already delivered to be handed over. This shall also apply to real factoring if, according to the contract with the factor, the customer is not free to dispose of the purchase price of the claim.

### 10.8

In the event of conduct in breach of the contract, especially in the case of default in payment, we shall be authorised to take back all goods subject to retention of title. The customer shall be obliged in this case to hand over the goods subject to retention of title.

We may at any time during normal business hours enter the customer's business premises to determine the stock of the goods we delivered. Taking back the goods subject to retention of title shall only involve rescinding the contract if we expressly state this in writing or this is expressly prescribed by obligatory statutory provisions. The customer must notify us immediately in writing of any third-party access to goods subject to retention of title or any claim assigned to us.

### 10.9

If the value of securities existing for us according to the foregoing provisions exceeds the secured claims as a whole by more than 10 %, we shall be obliged at the customer's request to release securities at our option.

## **11. Exclusion and limitation of liability**

### 11.1

We shall not be liable, in particular not for claims by the customer for damages, for whatever legal reason, in particular for breach of duty from the obligation and tort.

This shall not apply if statutory liability is obligatory, in particular:

- for our own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- for violation of *material* contractual obligations;
- if, in the event of breach of obligations to take account of rights, legal interests and other rights within the meaning of § 241 (2) BGB, it is no longer reasonable to expect the customer to accept performance;
- in the event of injury to life, limb and health, also caused by legal representatives or vicarious agents;
- in the case of default if delivery by a fixed date was agreed;
- where we have assumed a warranty for the workmanship of our goods or the existence of successful performance, or a procurement risk, and in the case of liability under the Produkthaftungsgesetz [German Product Liability Act].

*"Material contractual obligations"* are obligations that protect the legal positions of the customer which are material to the contract and which have to be granted to the customer under the contract in terms of subject matter and purpose; material contractual obligations are also obligations whose fulfilment makes the due

performance of the contract possible in the first place, where the customer regularly relies on and may rely on compliance with such obligations.

#### 11.2

In other cases, we shall be liable for all damage claims asserted against us or refunds under this contractual relationship for culpable breach of duty, for whatever legal reason, but not in the case of minor negligence.

#### 11.3

In the event of liability under 11.2. above and liability without negligence, especially given initial impossibility and defects of title, we shall be liable only for typical and foreseeable damage.

#### 11.4

Our liability, except in the case of malice, intent, and injury to life, limb and health and any other differing indemnity limits prescribed by law, is limited in total to a maximum amount of liability of € 100,000.-- for each claim. Any further liability shall be excluded.

#### 11.5

A single case of damage within the meaning of 11.5. is deemed to be a context, which when objectively considered, must be regarded as a uniform context in real life.

#### 11.6

Exclusion resp. limitation of liability according to 11.2 to 11.6 above shall apply to the same extent for the benefit of executive employees and non-executive employees and other vicarious agents as well as our sub-contractors.

#### 11.7

There is no connection between the reversal of the burden of proof and the foregoing stipulations.

### **12. Place of performance; legal venue; applicable law**

#### 12.1

Place of performance for all contractual obligations is our company's registered office. Sole legal venue for any disputes is – as far as admissible by law – the court of law competent for the location of our registered office. This shall also apply to actions arising out of bills and cheques irrespective of the place of payment. We also have the right, however, to bring an action against the customer at its general legal venue.

#### 12.2

The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the customer and ourselves, to the exclusion in particular of the UN Sales Convention (CSIG).

#### 12.3

If our order confirmation includes a clause stipulated in the INCOTERMS (e.g. freight paid ex works etc.), the INCOTERMS as last amended shall apply to the respective clause unless otherwise stated in our order confirmation.

### **13. Property rights**

#### 13.1

Unless otherwise agreed, we shall be obliged only to deliver goods in the Federal Republic of Germany that are exempt from third-party industrial property rights and copyrights. If a third party raises justified claims on account of infringement of property rights by products

delivered by us to a customer, we shall be liable to the customer within the time limit specified in 8.7. as follows:

- We shall first at our option try to obtain a right of use at our expense for the products in question or modify the products so that the property right is not infringed, or exchange the products. If we cannot do so on reasonable conditions, the customer shall be entitled to its legal rights modified by these General Terms and Conditions of Contracts and Delivery.
- The customer shall only be entitled to rights if it gives us written notification immediately about the claims asserted by a third party, does not admit any infringement and all defensive measures and settlement negotiations to avert the claims are left to us. If the customer stops using the products for reasons of loss minimisation or other good cause, the customer shall be obliged to advise the third party that cessation of use is not deemed to be an acknowledgement of a property right infringement. If an appeal is filed by third parties against the customer resulting from the use of products we supply for infringement of property rights, the customer undertakes to notify us immediately in writing and give us the opportunity to participate in any legal dispute. The customer must support us in every way in conducting such a legal dispute. The customer must not take any action which could impair our legal position.

#### 13.2

The customer shall have no claims if it is responsible for infringement of a property right. The customer shall also have no claims if the infringement of the property right is due to the customer's special instructions, an application which we could not foresee or the fact that the products are modified by the customer or used with products we did not supply.

### **14. Commission processing**

#### 14.1.

The customer must provide us with the required information to process the work pieces. We shall not be liable where information is incorrect.

#### 14.2.

If information is missing or not complete, we shall carry out processing at our discretion and without obligation to examine the material made available beforehand. Where information is incorrect or incomplete, the customer shall bear the cost of damage to our tools, machines and equipment.

#### 14.3.

Work pieces for processing must be delivered to resp. collected at our site or the place of delivery / collection indicated in our quotation without charge to us.

### **15. Institution of insolvency proceedings / Severability clause**

#### 15.1

A petition to institute insolvency proceedings filed by the customer or the customer's suspension of payments which is not due to rights of retention or other rights shall entitle us to rescind the contract at any time or make delivery of the goods dependent on the prior fulfilment of the payment obligation. If the goods were already delivered, the purchase price shall be due immediately in such cases. We are also entitled to reclaim the goods in

the above-mentioned cases and to retain them until the purchase price is paid in full.

15.2

The provisions of 15.1 shall also apply, if we have accepted cheques or bills of exchange by way of payment and the drawee or issuer has filed a petition to commence insolvency or composition proceedings or suspends its payments.

15.3

If any current or future provision of these general terms and conditions is or shall become invalid/void or unenforceable in whole or in part for reasons other than §§ 305-310 BGB, this shall not affect the validity of the remaining provisions of these General Terms and Conditions unless, in consideration of the following provision, the performance of the contract presents an unreasonable hardship for one of the parties. This shall also apply if a gap arises after conclusion of the contract that requires filling. The parties shall replace the invalid/void/unenforceable provision or gap that requires filling by a valid provision which in its legal and economic content corresponds to the invalid/void/unenforceable provision and the overall intent of the contract.

**Note:**

In accordance with the Bundesdatenschutzgesetz [Federal Data Protection Act], we draw attention to the fact that our accounting is maintained on EDP equipment, and that we also in this respect store data received as a result of the business relationship with the customer.

Düsseldorf, März 2010