

# General Terms of Trade

of Solidtec GmbH, referred to below as "the works":

As at: 01/03/2017

1. The General Terms of Trade below apply to all transactions conducted with the works. Other conditions are invalid unless they have been recognised by the works in writing.
2. Offers made by the works are free of obligation and are non-binding until the works issues a written confirmation of order. An order is regarded as accepted if it is confirmed by the works in writing. Supplements, changes or auxiliary, verbal agreements likewise require written confirmation from the works to be effective.
3. Unless something different has been agreed, prices are ex-works. Price increases caused by official levies or a general increase in costs are reserved. Goods are dispatched at the purchaser's expense and risk. The purchaser bears the risk of shipment, even in the case of prepaid carriage. The purchaser bears the additional costs if it desires a faster method of shipment, even if the delivery time is overshot temporarily. Insurance policies shall only be concluded at the request of the purchaser and at its expense.
4. Unless something different has been agreed, payment is due within 14 days without deductions. Bills of exchange are not accepted unless this has been determined when the confirmation of order is issued. A bill of exchange that is not discountable without delay is excluded as a means of payment. Bills of exchange and acceptances are not regarded as fulfilment until they have been encashed. All auxiliary costs in this respect are borne by the purchaser. The object of the delivery, including its contents, remains the property of the works until complete receipt of the payment. In case of successive deliveries, this reservation of title does not expire until the purchaser has paid for all other deliveries. Payment is due regardless of the receipt of goods. Retention of payment or offsetting any of the purchaser's claims is excluded. If the buyer is in arrears with a payment at a point in time agreed during the purchase, all obligations of payment accruing to the works become payable immediately, without requiring any further evidence of default. In case the purchaser is in default, the normal bank rate of interest is charged.
5. The works reserve the delivery option under all circumstances. Delivery dates stated in offers or confirmations of order are approximations, unless the works specifically confirm a definite delivery date in writing. In case of an Act of God or contrary official decrees, the works are entitled to withdraw from the contract in full or in part, without the purchaser accruing any claim to a recompense of damages. Non-conformity with confirmed delivery deadlines does not entitle the purchaser to withdraw from the contract until it sets a period of grace in writing for the supplier of at least 4 weeks after the delivery date has expired, thereby threatening withdrawal from the contract. Claims to damages due to non-fulfilment are excluded. If a delivery deadline has not been specifically agreed, the works have the right to demand that the goods be accepted 3 months after the date on which the order is confirmed, with a 14-day period of grace, or to withdraw from the contract and to claim damages.
6. The works are entitled to withdraw from the contract immediately without a period of notice or to change the conditions of payment in the following cases:
  - the purchaser is in default for earlier deliveries, especially if a bill of exchange it submits is protested or if its cheques are not covered;
  - purchaser's commercial operations are transferred to another party after conclusion of contract: the purchaser must report such a transfer without delay;
  - disadvantageous circumstances concerning the purchaser's ability to pay become known to the works after conclusion of contract.
7. Partial deliveries are admissible.
8. If the purchaser does not fully accept a quantity expressly stated in an order, the works are entitled to raise a minimum quantity surcharge.
9. Unless excluded by these conditions, complaints of any kind are not legally valid unless the goods are inspected by the recipient without delay after receipt at the receiving station and any defects are notified to the works, in writing, within 7 days. In case of complaints, samples of the goods complained of must be sent in without charge. If the works recognises a complaint, it will take back the goods delivered. The works are not obliged to pay recompense for damages or to make replacement deliveries.
10. The works provide a warranty only for demonstrable processing errors, which cause the delivered goods to be unusable. The warranty is restricted to the works delivering a substitute at no charge as quickly as possible. The works do not give a guarantee that the qualities of the raw material it states in its proposal are suitable for the respective purpose of use. Reference is made to the notices issued by the suppliers of the raw materials. Upon request, these shall be made available to the purchaser free of charge. The purchaser is responsible for checking the goods to ensure their suitability for the purpose foreseen for them. The pursuit of default damages by the purchaser is excluded, as is the pursuit of dispatch costs. Approval is required from the works to return defective goods. Otherwise the purchaser shall bear all the costs incurred by the return. The works will only take back goods complained of in the state in which they were delivered; any liability is excluded for damages that occur through improper handling after leaving the works.
11. Raw parts or other accessories shall be delivered to the works free of charge and expenses. They shall be treated with the necessary care, although a warranty cannot be given for the return of the full quantity. Any rejects created during processing shall be subsequently supplied by the purchaser at no charge. If raw parts are not supplied on-time or unsatisfactorily, the purchaser is obliged to remunerate any additional costs incurred. In such a case, the works reserve the right to interrupt production and to only re-commence at a later date.
12. Insofar as the works must supply objects in accordance with drawings, models or samples given to it by the purchaser, the purchaser warrants the works that the production and delivery of the objects do not violate the protected rights of third parties. If the works are prohibited from producing and delivering objects, which are manufactured in accordance with the purchaser's drawings, models and samples, by a third-party invoking a protected right belonging to it, the works are entitled, to the exclusion of all the purchaser's claims to damages, to stop production and delivery without being obliged to check the legal situation and to demand recompense for the costs incurred. The purchaser is obliged to release the works from third-party claims to damages without delay.
13. Samples or drawings sent in shall only be returned upon request. If an order does not result, the works are allowed to destroy samples and drawings 3 months after the offer has been issued.
14. Designs, other proposals, drafts and drawings produced by the works remain its property and may not be made accessible to third parties, not even in extract form.
15. In the case of tool inserts produced for customers, dies may be destroyed 3 years after production of the last injection moulded parts without further announcement. An extension of this period of retention requires the written form.
16. If the customer cancels an order, a cancellation fee of € 150 is incurred, plus the costs of work and materials already incurred.
17. The place of fulfilment for all legal transactions for both parties is Dieburg (Hessen). The place of jurisdiction is Darmstadt.
18. Accords phrased differently, even if they are made with the works' representatives, are not valid unless they are confirmed in writing in all of their parts by the works. The foregoing Terms of Sale are also binding for the purchaser if it knows them from earlier transactions or offers.
19. If one of the foregoing provisions is unworkable, this shall not affect the validity of the remaining provisions.