

GENERAL PAYMENT AND DELIVERY TERMS

§1 General

- 1.1 The following conditions are valid for all our offers, sales, deliveries and services and become the content of the contract. They do not apply if our contractual partner is a private individual and does not act professionally or commercially. They also apply to all future business relationships, even if they are not expressly agreed again.
- 1.2 We hereby expressly contradict deviating or supplementary general terms and conditions of the buyer. They shall not apply, even if the buyer has based them on his order or other declaration.

§2 Tenders and orders

- 2.1 Our offers are non-binding unless they are described as binding in written form. An effective contract will therefore only be concluded through our order confirmation or the delivery of the goods.
- 2.2 Dimensions, weights, illustrations, drawings and other documents that are part of our non-binding offers remain our property and are only approximately authoritative. Only with our explicit written confirmation they become binding contractual content.

§3 Doubtful solvency

- 3.1 If after the conclusion of the contract we become aware of circumstances that give reason to doubt the buyer's solvency, we may make further deliveries dependent upon advance payment of the goods by the buyer. We can set the buyer a reasonable period for the advance payment of the goods and withdraw from the contract if the advance payment is not received by us on time; the buyer can provide security by bank guarantee instead of the advance payment. If we have already delivered the goods, the purchase price is due immediately without deduction, irrespective of the agreed payment periods.
- 3.2 Doubts about the buyer's solvency are justified, among other things, if an application for the opening of insolvency proceedings has been made about his assets or if he does not make payments to us or third parties on time.

§4 Prices

- 4.1 Our prices are quoted EXW (Ex Works) and the INCOTERMS in the relevant newest version apply unless a different agreement has been made with the buyer. Packaging costs are not included in the price.
- 4.2 The statutory value added tax (VAT) is not included in our prices; The VAT is stated in the invoice separately at the applicable rate at the date of the invoice.
- 4.3 If there are more than 6 months between the date of conclusion of the contract and the date of delivery and there is no reason from our part for that delay and if our prices changed in the meantime, we are allowed to charge the list price valid on the day of delivery instead of the agreed sales price. We will send the buyer a corresponding modified order confirmation before delivery. In this case, the buyer may withdraw from his order with regard to the goods for which the price has been

increased. However he has to clarify the withdrawal in writing at the latest on the 5th working day after the receipt of the modified order confirmation.

§5 Lead time

- 5.1 All specified delivery dates are non-binding and are only approximate unless they have been expressly designated as binding by us. In the case of non-binding delivery dates, a delivery within 14 days after the specified delivery date shall in any case still be considered as timely.
- 5.2 If we are unable to meet an expressly agreed deadline or we will get in delay by other reasons, the buyer has to grant us a reasonable period to supply the goods. After this grace period has expired, the buyer is entitled to withdraw from the contract.
- 5.3 If the service becomes temporarily impossible for us in whole or in part or considerably more difficult due to force majeure or other extraordinary circumstances through no fault, the agreed lead time shall be extended by the duration of the interruption. The same applies to a statutory deadline or deadline set by the buyer for the provision of services, in particular for grace periods for delay.
- 5.4 Before the expiry of the delivery time or service period extended in accordance with paragraph 3, the buyer is neither entitled to withdraw from the contract nor to claim damages. If the impediment to performance lasts longer than 4 weeks, both the buyer and we are entitled to withdraw from the contract if the contract has not yet been executed. If the buyer is contractually or legally (e. g. because of loss of interest) entitled to withdraw from the contract without setting a grace period, this right remains unaffected.
- 5.5 In the event of a delay in delivery, unless it is due to intent or gross negligence, claims for damages of any kind are excluded.

§6 Dispatch

- 6.1 The dispatch takes place on the buyer's expense. Although the seller is not obliged to load the goods, if the seller does so, this is at the buyer's risk, even if freight-paid delivery has been agreed and/or shipping is carried out with our own vehicles. We are not responsible to provide a transport insurance.
- 6.2 Unless otherwise expressly agreed in writing, we are entitled to make partial deliveries to a reasonable extent, which will be charged individually.

§7 Payment

- 7.1 Unless otherwise agreed, our invoices shall be paid without deduction within 30 days of the invoice date.
- 7.2 The buyer is also in default without a reminder from us if he does not pay the purchase price within 5 days after due date and receipt of the invoice or an equivalent payment statement.
- 7.3 If the buyer is in delay with a payment, all his payment obligations from the business relationship with us - including those for which bills of exchange have been made - become due immediately. In this case, we are entitled to demand interest in the legally stipulated amount from the relevant point in time. The right of the seller to prove higher damage is reserved.
- 7.4 Bills of exchange are only accepted on account of performance by prior agreement and

discount ability without granting a discount. Payments by cheque / bill of exchange are also only accepted on account of performance. The purchase price claim only expires after the bills of exchange have been redeemed in full. Exchange and discount charges are calculated separately and are to be paid immediately without deduction.

7.5 The buyer is only entitled to offset if the counterclaims are legally detected, acknowledged by the vendor or undisputed, even if complaints of defects or counterclaims are asserted. The buyer is only authorized to exercise a right of retention if his counterclaim is based on the same purchase contract.

§8 Warranty/liability

8.1 The buyer has to examine the received goods for completeness, transport damage, obvious defects, condition and their properties. Obvious defects are to be reported to us in writing by the buyer within 1 week of delivery of the contractual item.

8.2 We are not obliged to provide a guarantee if the buyer has not reported an obvious defect in writing in due time. So far we have notice of a damage of the goods for which we are responsible and if the buyer has made its complaint in time and in writing, we are liable for subsequent improvement (excluding the buyer's rights to withdraw from the contract or to reduce the purchase price) unless we are entitled to refuse the subsequent improvement because of legal regulation. The buyer has to grant us a reasonable period of time for subsequent performance for each individual defect.

8.3 At the option of the buyer, supplementary performance can be carried out by removing the defect or delivering new goods. We are entitled to refuse the type of supplementary performance chosen by the buyer if it is only associated with disproportionate costs. During the subsequent performance, the reduction of the purchase price or the withdrawal from the contract by the buyer is excluded. A subsequent improvement is considered to have failed with the second unsuccessful attempt. If the supplementary performance has failed or if the seller has refused the supplementary performance altogether, the buyer can, at his option, request a reduction in the purchase price or withdraw from the contract.

8.4 Claims for damages under the following conditions due to the defect can only be asserted by the buyer if the subsequent performance has failed or the subsequent performance is refused by us. The right of the buyer to assert further claims for damages under the following conditions remains unaffected.

8.5 For intentional or grossly negligent breaches of duty as well as for damages resulting from injury to life, body or health, we are fully liable in accordance with the legal provisions. In all other respects, we shall only be liable if the breached contractual obligation is clearly essential for the achievement of the purpose of the contract and only to a limited extent up to the amount of the typically foreseeable damage.

8.6 The limitation of liability according to paragraph 5 applies accordingly to claims for damages other than contractual, in particular claims from tort, with the exception of claims under the Product Liability Act. It also applies in favor of our employees, workers, employees, representatives and vicarious agents.

8.7 Insofar as we have provided a quality and/or durability guarantee for the goods or parts thereof, we shall also be liable under this guarantee. For damage that is based on the lack of the guaranteed quality or durability, but does not occur directly on the goods, we are only liable if the risk of such damage is clearly covered by the quality and durability guarantee.

8.8 We are also liable for damage caused by simple negligence, insofar as this negligence

relates to the breach of contractual obligations, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we are only liable if the damage is typically associated with the contract and predictable. Furthermore, we are not liable for simple negligent violations of non-essential contractual ancillary obligations. The limitations of liability contained in §7 also apply insofar as the liability for the legal representatives, executives and other vicarious agents of the seller is affected.

8.9 Any further liability is excluded regardless of the legal nature of the asserted claim. Insofar as the seller's liability is excluded or limited, this also applies to the personal liability of its employees, workers, staff, representatives and vicarious agents.

§9 Retention of title

9.1 We reserve ownership of the goods (reserved goods) until receipt of all payments from the purchase contract. The delivered goods shall only become property of the buyer if the buyer has fulfilled their entire obligations from the business relationship, including ancillary claims, claims for damages and cashing of cheques and bills of exchange. In the case of the cheque / bill of exchange procedure, the retention of title in all of its forms listed here does not expire with the payment of the cheque, but only with the redemption of the bill of exchange.

9.2 The buyer has to inform us immediately in writing of all access by third parties, in particular of enforcement measures as well as other impairments of his property. The buyer has to reimburse us for all damages and costs incurred by a breach of this obligation and by necessary measures to protect against access of third parties.

9.3 If the buyer does not meet his payment obligation despite a reminder from us, we can demand the return of the reserved goods still in his property without setting a prior deadline. The buyer is responsible for all applicable freight costs. If we seize the reserved item, we always withdraw from the contract. After retention of the reserved goods, we are authorized to use or dispose of them. The sales proceeds will be offset against our outstanding claims.

§10 Property and copyright law

The entrepreneur reserves his property rights and copyrights on cost estimates, drafts, drawings and calculations. They may not be used, reproduced or made available to third parties without his consent. They are to be returned immediately in the event of non-granting of the order.

§11 Confidentiality

Unless otherwise expressly agreed in writing, the information provided to the entrepreneur in connection with orders shall not be considered confidential.

§12 Place of performance

The place of performance for payments is Vreden and for our deliveries of goods it is the place of dispatch.

§13 Severability clause

Changes or additions to the contract or these general terms and conditions must be made in writing to be effective. Should a regulation of these general terms of delivery and payment be or become ineffective or impracticable, this does not affect the effectiveness of the remaining general terms of delivery and payment.

§14 Place of jurisdiction and applicable law

- 14.1 The law of the Federal Republic of Germany applies exclusively to the contractual relationship between the buyer and us, even if the buyer has his place of residence or business abroad. The application of the uniform law on the international purchase of movable property as well as the law on the conclusion of international sales contracts for movable property is excluded.
- 14.2 The buyer is not entitled to assign claims from the purchase contract without the consent of the seller.
- 14.3 If the buyer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for both parties - also for bills of exchange and cheque claims - is Münster/Westphalia. However, we are also entitled to sue the buyer at his general place of jurisdiction.

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