



**§ 1 Applicability**

- § 1.1 All offers are without engagement; self-supply reserved. Our offers have a validity of 4 weeks if nothing different is confirmed in writing.
- § 1.2 Our general terms of trade, which are valid at that time of order confirmation, shall apply exclusively for the processing of all orders. Customer’s purchasing conditions which express any other intent shall not be binding on us, even when no express contradiction is lodged. Any agreements which differ from these terms and conditions in any individual cases require written confirmation from us.
- § 1.3 Our general conditions and terms of trade shall apply in all respects even in the absence of special notice. This shall also apply for all follow-on deliveries.
- § 1.4 The data contained in printed documentation as well as information provided orally or in writing with respect to the design or specifications of our merchandise shall in no case be construed as guaranteed properties. The same shall apply for samples provided by us.
- § 1.5 All cases of force majeure shall release us from our contractual obligations, particularly the observance of confirmed delivery dates. Force majeure shall also be deemed to include accidents, material shortage, operational disturbances and similar cases.
- § 1.6 Should any parts of these conditions be or become invalid, all other provisions shall not be affected. Both partners of this treaty are committed to replace the invalid part through a valid regulation which correspond in best way to the content of the invalid part.

**§ 2 Prices and discounts**

- § 2.1 Our prices are quoted as net prices per 1.000 pieces in EURO [€].
- § 2.2 Packaging costs are included in the prices, standard packaging provided.
- § 2.3 In case of domestic orders with a foreign delivery address, the additional shipping costs will be charged. In addition the prices for the export country have validity.
- § 2.4 In case of export orders, the prices for the respective export country shall apply. Export orders are orders with invoice address and/or delivery address outside the Federal Republic of Germany. In case of export orders with a domestic delivery address we have to charge the current value added tax of the Federal Republic of Germany.
- § 2.5 With reference to the articles we have 2 different bulk discount gradings marked D1 and D2. These discounts are based mainly on production and planning advantages. This is the reason why the discounts are valid per each article, material setting and colour.

§ 2.5.1 For orders according to the following order quantities we grant the following bulk discounts per article, material setting and colour marked with designation D1:

1% .....	more than 10.000 pcs.	6% .....	more than 100.000 pcs.
2% .....	more than 20.000 pcs.	7% .....	more than 150.000 pcs.
3% .....	more than 30.000 pcs.	8% .....	more than 200.000 pcs.
4% .....	more than 50.000 pcs.	9% .....	more than 300.000 pcs.
5% .....	more than 75.000 pcs.	10% .....	more than 500.000 pcs.

§ 2.5.2 For orders according to the following order quantities we grant the following bulk discounts per article, material setting and colour marked with designation D2:

1% .....	more than 1.000 pcs.	6% .....	more than 50.000 pcs.
2% .....	more than 3.000 pcs.	7% .....	more than 75.000 pcs.
3% .....	more than 5.000 pcs.	8% .....	more than 100.000 pcs.
4% .....	more than 10.000 pcs.	9% .....	more than 300.000 pcs.
5% .....	more than 30.000 pcs.	10% .....	more than 500.000 pcs.

**§ 3 Service package rates and markups**

§ 3.1 Service package rates and markups are used to cover additional costs in accordance with expenditures so that special services are not paid by the general public, but are borne by the originator. We reserve the right to charge corresponding expense allowance in individual cases.

**§ 3.2 Markup for small-volume purchases**

For orders with a net value of merchandise of less than €75,00 we charge a markup in the amount of €10,00 to cover the administrative expenditures.



### § 3.3 **Export markup**

For export supplies, we charge € 15,00 per invoice.

### § 3.4 **Special packaging**

Standard packaging provides for break up of the order quantity utilizing the maximum possible packaging units. Any packaging units deviating from this are considered special packaging. Should packaging units smaller than the standard ones be supplied on customer's request, we will charge a rate of € 2,50 per packaging unit.

### § 3.5 **Labelling**

Our packages are marked with our article number on three sides. By means of this number, the article, material and colour and the content of the packaging unit can be identified. If additional markings should be applied, we have to charge an amount of € 2,50 per marking.

### § 3.6 **Neutral packaging and neutral delivery**

Neutral packaging means that our packaging will not contain any indication of EKS<sup>®</sup> origin. This requires to re-package our stock articles and remove our adhesive tape and to replace by a neutral one.

In addition, neutral delivery means that our forwarding label will not contain any reference to EKS<sup>®</sup> or show the sender as the customer. Furthermore, the use of customer's delivery notes is possible or the manipulation of our delivery notes.

The resulting additional expenses and expenditure of work will be charged with a rate in the amount of € 2,50 per packaging unit.

### § 3.7 **Delivery notification**

If a notification in advance of the delivery is requested by the customer, a rate in the amount of € 2,50 has to be paid.

### § 3.8 **Return of goods** (piece number check, repackaging and rewarehousing)

We shall not be obliged to accept the return of falsely order merchandise or merchandise no longer usable by the customer.

However, should we agree to such a return nonetheless, a flat handling fee in the amount of € 20,00 will be charged with a freight paid delivery.

In addition, € 5,00 per packaging unit will be charged for piece number check, any repackaging and the rewarehousing operations.

The credit amount depends on the re-salability of the merchandise and usually amounts to 50% of the net merchandise value.

### § 3.9 **Proof of delivery**

For the provision of a written proof of delivery, we will charge a rate of € 5,00. We shall reserve the right to charge the amount in connection with a follow-up order.

## § 4 **Payment and reservation of property right**

§ 4.1 Our invoices are payable without deduction within 30 days of the date of invoice. Payments made within 14 days of the date of invoice entitled to 3% discount. The date of invoice corresponds to the date of delivery note.

§ 4.2 Invoices are not considered as paid until the amount has been credited to one of our accounts.

§ 4.3 In case of default or overdue we charge a warning fee in the amount of € 10,00 for the second reminder and € 20,00 for the third reminder. Furthermore, we charge interest on overdue accounts in the amount of 2% above the discount rate of the "Landeszentralbank".

§ 4.4 In case that our terms of payment are not observed and where there is reason to doubt the customer's ability to pay, particularly in the case of overdue payment, we shall be entitled to cancel payment dates previously set and to demand payment in advance or security for further orders or to change our conditions in the specific case.

§ 4.5 Customer's terms of payment contrary to these provisions are hereby contradicted.

§ 4.6 The supplied merchandise remains our property until payment of all claims against the customer resulting from the business relationship, also any incurred in future, including settlement of accounts.



### § 5 Delivery and shipment

- § 5.1 In general, our merchandise is available from stock. Otherwise merchandise is supplied on short notice.
- § 5.2 Partial deliveries are allowed and do not require special confirmation.
- § 5.3 Merchandise is generally shipped under consideration of the least expensive means. If the customer specifies a particular type of shipping, additional costs arising from this requirement will be billed to him.
- § 5.4 No freight discount can be granted for customer pick-up.
- § 5.5 Within the Federal Republic of Germany, merchandise is shipped free customer's address, providing that the net merchandise value is more than €200,00. Otherwise, shipment is either carriage forward ex works or free customer's address with shipping costs additionally charged.
- § 5.6 Export deliveries to Austria, Belgium, Great Britain, Ireland, Luxembourg, the Netherlands, Norway, Scotland, Sweden and Switzerland are made duty unpaid free customer's address, providing that the net merchandise value is more than €200,00. Shipment to all other countries is free to the German border. If the net merchandise value is less than €200,00, the shipment is either forward ex works or free customer's address with shipping costs additionally charged.
- § 5.7 Merchandise is shipped uninsured and at the customer's risk. Risk is transferred to the customer when the merchandise is placed in the custody of a shipping or forwarding agent, regardless of whether delivery is free or carriage forward. If delivery of the merchandise is delayed because of the customer or at the customer's instruction, risk is transferred to the customer with notification that the merchandise is ready for shipping; the same applies for customer pick-up.

### § 6 Packaging

- § 6.1 The packaging, provided it is a standard packaging, is included in the price. The packaging units are determined by us depending on the order quantity. Insofar as the quantity ordered cannot be assembled using standard (available) packaging units, we reserve the right to change the order to the next largest quantity. No short quantities are supplied.
- § 6.2 When special packaging is requested, we reserve the right to charge for the resulting additional costs.
- § 6.3 Packaging may be returned only on basis of a separate agreement and for an additional charge. The delivery of returned packaging has to be free our address.

### § 7 On-call orders

- § 7.1 On-call orders shall be treated as firm orders with an obligation to take delivery within next 12 months after order confirmation.
- § 7.2 For each part delivery on basis of an on-call order the quantity discount for the complete quantity is valid. But markups and additional fees refer to each part delivery.
- § 7.3 When the quantity of the part deliveries is announced the double or triple quantity will be hold on stock to guarantee shipment without delay. Otherwise the production will be preferred.

### § 8 Complaints and liability

- § 8.1 Any complaints must be submitted in writing immediately, at least within 14 days of receipt of merchandise. Defects in one part of the delivery may not be used as grounds for objection to the entire delivery, insofar as it is possible to separate the serviceable from the defective merchandise with an acceptable amount of effort.
- § 8.2 In cases of justified complaint, we shall have the right to either supply replacement merchandise or refund the reduced value.
- § 8.3 As a matter of principle, claims for damages shall be limited to the merchandise supplied by us. No liability is assumed for consequential damages.
- § 8.4 In case that the merchandise is transferred to third parties our further liability is excluded.

### § 9 Jurisdiction and place of venue

- § 9.1 The place of fulfilment and place of venue for both parties shall be D-47906 Kempen, Germany; this shall apply for export transactions as well.
- § 9.2 In all cases, also for export transactions, the laws of the Federal Republic of Germany shall apply.

Tönisvorst, 01.01.2006