

## **General Terms of Sale of TTM e.V.**

### **§ 1 General area of validity**

(1) The following general terms of sale (GTS) apply to all our business relationships with our customers (hereinafter "buyers"). The GTS apply only if the buyer is an entrepreneur (§ 14 BGB or German Civil Code), a legal entity under public law or a special fund under public law.

(2) The GTS apply in particular to contracts for the sale and / or delivery of goods, regardless of whether we have produced the goods ourselves or bought them from suppliers (§§ 433, 651 BGB / German Civil Code).

(3) Our GTS apply exclusively. Differing, conflicting or additional terms and conditions (T & C) of the buyer shall only and insofar become part of the contract as we expressly agree to their validity. This approval requirement applies without exceptions, e.g. even if we are aware of the buyer's T & C and deliver to him without reservation.

(4) Individual agreements with the buyer in a given case (including side agreements, supplements and amendments) shall always take precedence over these GTS. A written contract or our written confirmation prevails in disputes regarding the content of such agreements.

(5) Legally relevant statements and notifications submitted to us by the buyer in accordance with the contract (e.g. the setting of deadlines, notice of defects, cancellation, or notice of price reduction) need to be presented in written form.

(6) References to the applicability of statutory provisions have only clarifying meaning. Even without such clarification the statutory provisions apply unless they are directly modified in these GTS or expressly excluded.

### **§ 2 Contract formation, consulting and information**

(1) Our offers are non-binding, in particular with regard to prices and delivery times. This is true even if we have provided the purchaser with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other products or materials - including electronic ones - for which we have reserved proprietary rights and copyright.

(2) As soon as the buyer orders goods, this is regarded as a binding offer. If not determined otherwise in the order, we are entitled to accept this offer within two weeks after its receipt.

(3) The acceptance can be declared either in writing (e.g. by confirmation) or by delivering the goods to the buyer.

(4) Information about the suitability and possible applications of the product, technical advice and other details are given in good faith. They do not release the buyer from carrying out inspections of his own.

### **§ 3 Shipping and delivery**

(1) The delivery period is individually agreed upon or specified by us when accepting the order.

(2) If we cannot meet binding delivery deadlines for reasons that we are not responsible for (impossibility of performance), we will inform the buyer immediately and simultaneously state the expected new date of delivery. If we remain unable to perform also within this new delivery time, we are entitled to withdraw from all or part of the contract; any payment made by the buyer will be refunded immediately. Such a case of impossibility to perform is especially the late delivery by our suppliers if we have concluded a congruent hedging transaction, if neither we nor our suppliers are at fault, or if we are not legally responsible for procurement in individual cases.

(3) When our delay in delivery takes effect shall be governed by the statutory provisions. At all events, a reminder from the buyer is required. If we are in default of delivery, the buyer may demand compensation for any damage caused by the delay. For each completed calendar week of delay the lump-sum compensation amounts to 0.5 % of the net price (delivery value), up to a maximum of 3 % of the order value of the delayed goods. We reserve the right to prove that the buyer may have suffered no damage or a considerably lower damage than the mentioned lump sum.

(4) The buyer's rights under § 7 of these GTS and our legal rights, especially in the case of an exclusion of our duty to perform (e.g. due to impossibility or unreasonableness of performance and / or cure), remain unaffected.

(5) Delivery is effected from our warehouse in Coelbe, which also is the place of performance. At the request and expense of the buyer, the goods are shipped to their destinations (sale by dispatch). Unless otherwise agreed, we are entitled to determine the mode of shipment (in particular transport company, dispatch route and packaging).

(6) We are entitled to partial deliveries and performance at any time unless otherwise agreed in writing.

### **§ 4 Prices and Payment**

(1) Unless individually agreed otherwise, our prices valid at the time of contract formation are applicable. They are calculated ex store, plus VAT.

(2) Should we change our prices for the product to be delivered (e.g. due to changes in legal norms or higher prices for purchasing, manufacturing and raw material) in the period between contract formation and delivery, we are entitled to charge the delivery day's rate. In the event of a price increase, the buyer may withdraw from the contract within 14 days of notification of the price increase.

(3) In the case of sale by dispatch (§ 3 para. 5), the buyer bears the transportation costs ex warehouse as well as the costs of shipping insurance if this should be requested. Any duties, fees, taxes and other public charges are to be paid by the buyer. We do not accept the return of transport packaging or any other materials subject to the packaging regulations; except for pallets these will become property of the buyer.

(4) The purchase price shall be due and payable within 14 days of invoicing and delivery or acceptance of the goods. Other terms of payment are valid if they are part of the written contract or acceptance of order.

(5) At the expiry of the payment deadline mentioned above, the buyer is in default.

(6) The buyer is only entitled to set-off or retention as far as his claim is legally established or undisputed. In case of defective delivery the reciprocal rights of the buyer remain unaffected, particularly with regard to § 6 para. 6 sentence 2 of these GTS.

(7) Should it become apparent after conclusion of the contract that our claim regarding the purchase price is at risk due to the insufficient performance capacity of the buyer (e.g. in case of an application to open insolvency proceedings), we shall in accordance with the statutory provisions be entitled to withhold performance and – where appropriate after setting a deadline – to withdraw from the contract (§ 321 BGB / German Civil Code). With contracts to manufacture custom-made items, we can declare the withdrawal immediately; the statutory provisions concerning the dispensability of setting a deadline remain unaffected.

## **§ 5 Retention of title**

(1) Unto full payment of all present and future claims from the purchase agreement and ongoing business relationship (secured claims), we reserve title to the goods sold.

(2) The goods subject to retention of title may not be pledged to third parties before full payment of the secured claims, nor transferred as security. The buyer must notify us immediately in writing if and to which extent third parties seek access to goods belonging to us.

(3) In case of a breach of contract by the buyer, especially if the purchase price due is not paid, we are entitled to rescind the contract according to the statutory provisions and reclaim the goods due to the retention of title and withdrawal. Should the buyer not pay the purchase price due, these rights can only be asserted after we

have allowed a reasonable period of time for payment or if the setting of a deadline is dispensable in accordance with statutory provisions.

## **§ 6 Buyer's claims for defects**

(1) The buyer's rights regarding material defects and defects of title (including wrong and incomplete delivery as well as improper installation or unsatisfactory installation instructions), remain as in the statutory provisions, as far as no contrary regulations are determined here. The special statutory provisions for the final delivery of goods to a consumer remain unaffected in all cases (supplier recourse pursuant to §§ 478, 479 BGB / German Civil Code).

(2) The basis of our liability for defects is mainly the agreement concluded regarding the quality of the goods. The quality of the product is agreed on in product descriptions specified as such (including those of the manufacturer), which are provided prior to a buyer's order or incorporated in the contract in the same way as these terms and conditions.

(3) In case no agreement regarding quality exists and a defect is claimed, the assessment of whether or not the defect is existent shall follow the legal provisions (§ 434 para. 1 s. 2 and 3 BGB / German Civil Code). For public statements made by the manufacturer or other third parties (e.g. advertising messages), however, we assume no liability. Information on processing and application possibilities of our products, technical advice and other information are provided in good faith but without obligation and without liability.

(4) Any warranty claims of the buyer require that he has complied with his statutory obligation to inspect the goods and to give notice of defects (§§ 377, 381 BGB / German Commercial Code). If a defect becomes apparent during the inspection or later, we must be notified immediately in writing. A notification is regarded as immediate if it is made within two weeks, with this deadline referring to the dispatch of the notification. Regardless of his obligation to inspect and complain as mentioned above, the buyer has to give notice of obvious faults (including wrong and incomplete delivery) in writing within two weeks of delivery; also here the deadline is met by dispatching the notification. Should the buyer fail to properly investigate the goods and / or give notice of defects, the liability for such unreported defects is excluded.

(5) If the delivered goods are defective, we can first choose whether to provide remedy by subsequent improvement of the defect (repair) or by supplying a non-defective item (replacement). Our right to refuse supplementary performance according to the legal requirements remains unaffected.

(6) We are entitled to make an owed supplementary performance dependent on whether the buyer pays the purchase price due. However, the buyer is entitled to retain a - relative to the defect - reasonable part of the purchase price.

(7) The buyer must give us the necessary time and opportunity for due remedy, especially by handing over the rejected goods for verification purposes. In case of replacement, the buyer must return the defective item in accordance with the

statutory provisions. The remedy does neither include the dismantling of the defective item nor its reinstalling if we were not originally contracted for installation.

(8) Expenditures required for the purpose of testing and supplementary performance, particularly transport, travel, labor and material costs (not however removal and installation costs), will be born by us if there is a clear defect. However, if the defect remedy requested by the buyer turns out to be unjustified, we can demand compensation from the buyer for the related expenses.

(9) In urgent cases, for example when there is a risk to operational safety or when excessive damage must be prevented, the buyer has the right to remedy the defect himself and demand reimbursement for the objectively necessary expenses. We should be given prompt notice of such remedy measures, if possible in advance. The right to apply measures of one's own does not apply in cases where we would be entitled to refuse a respective remedy under the statutory provisions.

(10) If the remedy has failed, or a reasonable deadline for late performance set by the buyer has either expired without successful remedy or is not necessary according to law, the buyer may withdraw from the contract or reduce the purchase price. In case of a minor defect, however, there is no right of withdrawal.

(11) The buyer can only claim for damages or compensation of unavailing expenses in accordance with § 7, all other claims shall be excluded.

## **§ 7 Other liability**

(1) Unless otherwise provided in these GTS including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations according to the relevant statutory provisions.

(2) We are liable for damages - for whatever legal reason - in cases of intention or gross negligence. In case of ordinary negligence, we shall only be liable

- a) for damages resulting from injury to life, body or health,
- b) for damages arising from the breach of a material contractual obligation (obligation which must be fulfilled to enable the proper execution of the contract and on which a contractor regularly relies and may rely). In this case, our liability is limited to the replacement of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para.2 shall not apply if we fraudulently concealed a defect or gave a guarantee for the quality of the goods. The same applies to claims of the buyer under the Product Liability Act.

(4) In case of a breach of obligation which does not consist of a defect, the buyer may rescind or terminate the contract if we are responsible for the breach of duty. The right of termination by the buyer is excluded. The statutory requirements and legal consequences apply.

## **§ 8 Limitation period**

(1) Notwithstanding § 438 para. 1, no. 3 BGB / German Civil Code, the general limitation period for claims arising from material defects and warranty of title is one year from date of delivery. In so far as acceptance is agreed, the prescription starts with acceptance.

(2) The special statutory provisions of §§ 438, paragraph 1, no. 1, no. 2, Section 3, of §§ 479 and §§ 634a para.1, no.2 BGB / German Civil Code shall not be affected.

(3) The above mentioned limitation periods for the legal sales of goods provisions also apply to the buyer's contractual and non-contractual claims for damages resulting from a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter period in individual cases. The limitation periods of the Product Liability Act remain unaffected in any case. Otherwise, exclusively the statutory limitation periods apply to the buyer's claims for damages under § 7.

## **§ 9 Final Provisions**

(1) These General Terms of Sale and all legal relationships between us and the buyer are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). Requirements and effects of retention of title pursuant to § 5 are subject to the legislation of the object's respective location, if a choice in favor of German law is impermissible or ineffective.

(2) If the customer is an entrepreneur in terms of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – even in the case of international trading - place of jurisdiction for all disputes arising from the contractual relationship, directly or indirectly, is our registered office in Marburg. However, we are also entitled to sue at the place of the general jurisdiction of the buyer.

(3) We have saved data of the buyer's according to the German Privacy Act.

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