

I. Validity

These terms and conditions shall apply to all current and future business dealings between us and the customer. Differing customer conditions that we have not expressly recognised are not binding, even if we do not expressly reject such conditions.

II. Delivery Conditions

1. Contract Conclusion and Terms

- 1.1. Our offers are non-binding. All agreements are only valid if they have been made in writing, unless the customer provides evidence that this has been refrained from in the particular case.
- 1.2. Documents such as drawings or illustrations, the specification of technical data, references to standards and statements in advertising material that are part of the offer only constitute guarantees if they are expressly designated as such.
- 1.3. Deviations in the delivered goods from offers, samples, trial and pre-deliveries are permitted in accordance with the respectively valid DIN standards, other relevant technical standards, as well as within the framework of normal industry tolerances.
- 1.4. The contract is concluded under reserve of correct and punctual delivery by our suppliers. This shall only apply in the case that non-delivery is due to reasons beyond our responsibility, particularly if a congruent covering transaction is concluded with our supplier.

2. Prices

- 2.1. The prices do not include costs for packaging, freight, loading and unloading, transportation, insurance, assembly, installation and commissioning. These must be met by the purchaser. We will accept returns of packages delivered by us within the framework of legal provisions, provided that they are returned to us with carriage paid by the purchaser within an appropriate timeframe.
- 2.2. The prices plus VAT agreed with contractors that are valid upon the conclusion of the contract shall be decisive.

3. Performance Period

- 3.1. Delivery dates or deadlines are only binding if they have been agreed in writing, unless the customer is able to prove a different practice in the particular case. They shall be considered to have been met if the goods have left our premises at the time of their expiration.
Services shall not be considered due if the customer has not yet provided assistance or an agreed advance payment that is necessary to fulfil obligations. In these cases, delivery dates and deadlines that are binding for us only start upon the provision of the assistance, or upon receipt of the advance payment.
- 3.2. If services are delayed due to obstacles and disruptions beyond our responsibility, and ones that could not be predicted at the time of contract conclusion, and which could have a significant impact upon the manufacture or delivery of the contractual goods, the performance period shall be extended until they have been resolved. This shall also apply if such circumstances arise in the case of upstream suppliers and we are not liable for any preventative action or their assumption. If implementation of the contract becomes unreasonable for either party either in whole or part, this party is entitled to withdraw from the contract.
- 3.3. Reminders and extensions provided by the customer to us must be made in writing.

4. Delivery, Dispatch, Transfer of Risk, Part-Delivery

- 4.1. Upon handover of the contractual goods to a carrier or any person undertaking carriage, however at the latest once they have left our sales outlet, warehouse or – also in the case of drop-shipping – the supply factory, the risk is transferred to the customer. If dispatch or receipt is delayed due to reasons beyond our responsibility, the risk is already transferred to the customer at the point the ready-to-ship notification or similar is received.
- 4.2. We are entitled to make part-deliveries of a reasonable scope. In the case of manufacture or standard packaging goods, we are authorised to undertake excess or short deliveries to an extent reasonable for the industry, however at least up to 10%.

- 4.3. In the case of call orders, we are entitled to manufacture the entire quantity ordered in one batch. Modification requests made after commissioning can only be considered if this has been expressly agreed.
Payment for open quantities from call orders shall be due at the end of the agreed final date, regardless of the delivery status of the call order. If no final date has been agreed, we are entitled to request the remaining payments one year after contract conclusion at the latest.

- 4.4. We shall charge a proportionate processing fee of 10% of the goods value, and a minimum of €10, for the exchange of goods due to reasons that are beyond our responsibility.

5. Notice of Defects

- 5.1. Contractors must declare discernible or hidden defects in writing without delay upon receipt of the goods, or upon the discovery of the defect.
- 5.2. If we are not given the option to convince ourselves of the presence of a defect, particularly if the rejected goods or samples of them are not made available upon request, we cannot be held responsible for defects. The customer must meet the costs for these.

III. Payment Terms

1. Due Date and Arrears

- 1.1. In the case of part deliveries, our invoices are due at the latest 5 days after the invoice date commensurate with the service provided. The customer, who is a contractor, is deemed to be in arrears if he exceeds this due date.
- 1.2. If the customer is in arrears, we are entitled to demand annual interest on arrears of 5 percentage points in the case of consumers, and 9 percentage points in the case of contractors above the base rate of interest of the Deutsche Bundesbank. Further claims on our part shall remain unaffected by this.

2. Payment Term

RET guarantees a net payment period of 30 days for ongoing business relationships. The net price of service payments, tool costs and expenses is due immediately.

3. Right to Refuse Performance, Compensation

- 3.1. Counter-claims made by the customer not expressly acknowledged by us or without a legal basis shall not be considered for compensation. The customer may only claim a right of retention if this concerns the same contractual relationship.
- 3.2. If it is acknowledged after conclusion of the contract that our right to payment is jeopardised due to a lack of capability of the purchaser, we may make use of the rights from § 321 German Civil Code (Plea of Uncertainty). We are then also entitled to request all claims not subject to a statute of limitations from the ongoing business relationship with the purchaser, and to revoke any direct debit authorisations. In the case of payment arrears, we are furthermore entitled to request the return of the goods at the end of an appropriate period of grace, as well as to prohibit their resale or further processing. The return of goods does not represent a withdrawal from the contract. The purchaser can avoid all of these legal consequences by payment, or by a security deposit of the amount of the payment due to us. The provisions of the German Insolvency Code shall remain unaffected by the preceding regulations.

4. Invoicing, Account Reconciliation

Objections to our invoicing procedure, account statements, account reconciliations and similar must be made in writing within a cut-off period of 3 weeks after the receipt of the relevant document. The timely dispatch of notice shall suffice. If an objection is not made within the required time period, the accounting procedure is deemed to be authorised.

If a noticeable discrepancy subsequently arises, in particular in the case of miscalculations, both the customer and we are entitled to demand rectification based on legal provisions.

IV. Reservation of Proprietary Rights

1. All goods shall remain our property until our claims have been fulfilled and the payment papers issued for this, including a reverse and finance bills of exchange, have been finally redeemed. The reservation of proprietary rights with regard to contractors shall also apply to conditional and future claims from an ongoing business relationship, regardless of the legal basis on which the claims rest.
2. The purchaser is entitled to dispose of the goods in the ordinary course of business.
3. The reservation of proprietary rights also extends to processing and mixing or combining our products arising from our goods in their full amount, whereby we are deemed to be the manufacturer. If the propriety rights remain reserved for third parties in the case of processing, mixing or combination, we shall acquire co-ownership in relation to the invoice values of the processed goods.
4. The claims against third parties arising from further sale or treatment and processing shall be assigned to us at this stage by the purchaser for security purposes in full or at the amount of any share of co-ownership. The purchaser is entitled to collect the amount on our account until revocation or the cessation of his payments to us. The purchaser is also not authorised to assign these claims for the purposes of debt collection by factoring, unless at the same time the obligation of the factor is established to effect payment of the consideration in the amount of our share in the debt directly to us, for as long as claims against the purchaser still exist on our part.
5. We must be notified in writing without delay by the purchaser of access by third parties to goods and claims belonging to us.
6. If the customer is in arrears, or if he does not meet his obligations according to the reservation of his proprietary rights, we can reclaim the goods at the end of an appropriate timeframe and exploit the goods as best as possible by private sale, taking into account the exploitation value from the purchase price, or seek compensation at market or purchase price deducting appropriate processing fees. This return is only regarded as a withdrawal in the case of instalment payments of a consumer.
7. The goods and the claims arising from them may not be pledged to third parties, nor collateralised or assigned as security before they have been fully paid for.
8. We hold a contractual right of lien to our customer's goods which we have obtained in the course of our business relations due to our claims from this order and previous orders in the case of repair/renewal/processing requests or work contracts, provided that they are related to the contractual goods. The contractual right of lien shall only apply to other claims resulting from the business relationship as far as these are uncontested, or if a legally binding title exists and if the contractual goods belong to the customer.
9. If the value of the collateral exceeds that of our claims by more than 20%, we will at the customer's request release the collateral of our choosing to that extent.

V. Property Rights for Development, Copyright

1. Insofar as our service is provided to grant technical advice, in particular the development of technical advice for solutions, the preparation of drawings, formulas, development and improvement of products, etc., we reserve all rights to such. This especially applies to intellectual property relating to the products, but also to the physical proprietorship of all drawings, samples, models etc.
2. Any passing on, including for viewing purposes, and any type of forwarding or of reproduction (in full or in excerpts) is prohibited, and necessitates – irrespective of all our other claims - the issuance of the information produced or obtained in this way. The customer is obligated upon request to issue us with all the information necessary for us to assert our rights, or to submit the corresponding documents to us without delay. All drawings, templates, designs, etc. made by us must be returned to us, and furthermore without asking in the case that the order is not assigned to us.
3. If we provide objects in accordance with customer specifications or documents, the customer shall assume the liability that

the property rights of third parties are not violated, and shall release us from the claims of third parties.

VI. Test Parts, Designs, Tools

1. If the customer is required to provide parts to complete the order, they must be freely provided on time, with free delivery and free of any defects to the place of production in the required quantity, or with an additional quantity to cover any scrap.
Our liability for tools, designs and other manufacturing devices provided by the customer is limited to the care which we would normally apply in our own affairs. The customer shall be responsible for maintenance, care and potential insurance costs.
2. The costs for the manufacture of test parts and tools, as well as manufacturing and modification costs for designs shall be met by the customer. Unless otherwise agreed, tools and other devices that are required to manufacture the parts ordered shall remain our sole property. If not otherwise confirmed, the tool costs calculated shall be proportionate costs.
3. The correctness of the designs manufactured and other technical devices must be confirmed in writing by the customer before production is started. Samples of all calibres of the design shall be made available. The confirmation of correctness from the customer, even if it is made indirectly e.g. in the form of call-off orders, shall be deemed for us to be the binding start of production, without an additional check being required on our side.
4. Our obligation to store tools shall end – irrespective of the customer's property rights - at the latest two years after the last manufacture from the design or the tool.

VII. Liability for Defects

1. Within the framework of the following conditions, we shall provide a guarantee to consumers for the duration of 2 years from the delivery date, or in the case of works services, one year from acceptance, for the duration of 1 year from the delivery date or acceptance to contractors. If longer legal guarantee periods apply in special cases, these shall apply.
The shortening of the limitation period above does not apply to a liability based on damages caused deliberately or due to gross negligence, and not to damages resulting from the destruction of life, personal injury or health damages caused by a negligent breach of duty on our part.
2. If notifications of defects are justified and provided in good time, we shall fulfil – in the case of a goods purchase of the customer's choice – the guarantee by either the delivery of defect-free goods or repair, according to our choice. Within the framework of legal provisions, the customer may annul the contract at the earliest upon the ineffectual expiration of an appropriate period of grace, or may request a reduction in payment.
If contractors order goods directly from us using catalogues, lists and similar (third party accessories) of our upstream suppliers, we shall only provide a guarantee in accordance with the conditions of this upstream supplier, provided that the customer is, or would have to be aware of these.
3. Guarantee claims shall not be acknowledged if – after leaving our premises – the damage is due to the fact that the goods have been repaired by a third party, or have been processed in another way, or have been used in another way from which they were intended, or the operating instructions, the manufacturer instructions or other generally known rules were not observed.
4. We shall only be responsible for expenditure in connection with the retrospective fulfilment within the framework of legal provisions. In particular, this expenditure must be appropriately related to the purchase price of the goods. The costs of repair resulting from the fact that the customer, who is the contractor, has taken the goods to an area different from the place of fulfilment, must be met by the customer.
5. Rights of recourse are acknowledged within the framework of legal regulations. Public statements made by our customer which justify the claims of the consumer shall release us from our obligations in the case that these statements differ from our information and are not authorised by us.

VIII. Scope of Liability

We shall assume unlimited liability for personal injury. The same shall apply to other damages that have arisen for the customer as a result of a violation of our obligations caused deliberately or due to gross negligence. We shall also assume liability for contractually typical, predictable damages that have arisen for the customer as a result of a significant violation of obligations on our part, including if we are only responsible for minor negligence. Aside from this, our liability for minor negligence is excluded. A significant contractual obligation in the sense of the aforementioned term is one whose fulfilment is necessary for it to be possible to properly implement the contract, whose violation jeopardises the achievement of the contractual purpose and whose observation the contractual partner regularly relies upon and may expect, known as a "cardinal duty". According to the German Product Liability Act and in the case of guarantees, we shall assume liability within the framework of legal provisions.

IX. General Rules

1. In business dealings with contractors, the place of fulfilment for supply and payment is deemed to be Reutlingen.
2. The place of jurisdiction for all disputes is Reutlingen if the matter concerns contractors, or we may choose the place of jurisdiction of the customer.
3. The law of the Federal Republic of Germany shall apply, including in relation to foreign partners and excluding the International Sales Convention (CISG).

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