

General Terms & Conditions of Business

1. In General

- 1.1. Sales and deliveries only undertaken on the basis of the supplier's conditions below. The supplier is not bound by the purchaser's conditions even should they not be expressly contradicted.

2. Quotes and transactions

- 2.1. Our quotes are at all times non-binding.
- 2.2. The customer remains bound for 21 days to the order quotation that they have placed. We are bound to cost estimates for 30 days. However, they are without obligation to any follow-up orders.
- 2.3. The purchaser is responsible for the correctness of the documents which they provide such as drawings, designs and the like. A liability on our part for this incorrectness is ruled out unless we are charged with deliberate intent or gross negligence.

3. Price and payments

- 3.1. The prices are non-binding and are quoted ex-works excluding VAT and shipment costs (freight, packaging).
- 3.2. Unless otherwise agreed to, payment is to be made within 8 days at 2% discount or within 20 days strictly net.
- 3.3. Any offsetting based on contested counter claims is inadmissible. Enforcement of a right of retention on account of accepted counter claims or those established as not being legally binding is ruled out unless these claims are based on the same law of contract.
- 3.4. For each order we impose a general environmental protection surcharge of €6.50.

4. Delivery times

- 4.1. Stipulated times and dates for delivery are deemed to be approximate unless we have expressly promised in writing to effect delivery on a certain date or within a certain time span. Should a stipulated deadline be exceeded, an appropriate extension should be agreed on. Should the extension granted not be adhered to in a case of default, then the purchaser is permitted to withdraw their order. Except in the case of gross negligence and deliberate intent, compensation claims, contractual penalties etc. are ruled out. Force majeure of whatever kind, operational troubles and other extraordinary circumstances prevailing in the supplier's own factory or in that of the sub-contractor justify the delivery commitment to be wholly or partially revoked or the delivery times to be extended without the purchaser being entitled to raise any claims on contract fulfilment, compensation, contract cancellation or order annulment except in instances of gross negligence and deliberate intent.
- 4.2. The time for delivery is deemed to have been adhered to when the delivery item has left our company by the end of this time or the readiness to effect shipment of the products is sent.

5. Shortcomings, warranty

- 5.1. Transportation damage and other shortcomings are to be immediately notified to us in writing within 8 days from receipt of the product. The customer undertakes to immediately inspect and examine the product on receipt. Any shortcomings discovered are to be objected to in writing even if not discovered during the careful inspection of incoming goods.
- 5.2. Justified objections are to result in either rectification of the faulty product or a replacement delivery at the supplier's discretion. The supplier is to be granted the requisite time and opportunity to effect this. Otherwise, the warranty ceases to apply. In instances where rectification or replacement delivery fails in its purpose, the purchaser can demand contract rescission or a price reduction. The warranty ceases to apply given modifications or maintenance work as undertaken on the item of delivery.
- 5.3. The supplier's liability is solely governed by the above arrangements. Compensation claims of the purchaser given negligence following contract finalization, infringement of contractual subsidiary obligations and non-authorized acts or for other reasons are ruled out unless based on deliberate intent or gross negligence.

6. Retention of title

- 6.1. The supplier retains the title to the item of delivery until receipt of all payments as well as any costs and interest from the contract of delivery.
- 6.2. In the event of the purchaser selling the delivered product - to which they are entitled to in the orderly course of business - they then assign to the Supplier all claims against the purchaser's employee arising from the sales, including all ancillary rights, until all claims of the Supplier have been settled in full. Should the value of the collateral given to the supplier exceed the supplier's receivables by more than 20% all told, the Supplier shall be obliged, at the Purchaser's request, to retransfer values at the Supplier's discretion to the extent that the value of the securities falls below the aforementioned security value limit. Machined and processed products are deemed to be products subject to retention of title as defined under these conditions. Should the product subject to retention of title be processed or inseparably mixed with other items not belonging to the supplier, then the supplier acquires joint proprietorship of the new asset at the ratio of the invoiced value of the product subject to retention to that of the other product used at the time of processing or mixing. The joint proprietary rights thus arising are deemed to be products subject to retention of title as defined under these conditions.
- 6.3. The supplier is entitled to demand restitution of the delivered product if the purchaser does not comply with their payment commitments.

7. Place of fulfilment and jurisdiction

- 7.1. Herzfelde is the place of fulfilment for all obligations stemming from this contract.

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7.2. Frankfurt/Oder is the exclusive place of jurisdiction for all deliveries and terms of payment including cheque and bill lawsuits as well as for any disputes between the parties.

8. Applicable law

8.1. Only the law prevailing in the Germany exclusively applies to the reciprocal legal relationships.

9. Binding nature of the contract

9.1. Even if individual items of this contract are legalz ineffective, the rest of this contract remains binding.

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