

General Terms and Conditions
for Sale and Delivery to Commercial Buyers

1. General Information

- 1.1 These Terms and Conditions are an integral part of all contracts closed with customers of HoRuTec GmbH Göppingen.
- 1.2 Normally, a contract does not become effective until HoRuTec has received a signed order confirmation.
- 1.3 The General Terms and Conditions of customers are not an integral contractual component unless HoRuTec GmbH has explicitly given written consent.

2. Proposal

- 2.1 For the benefit of a doubt, drawings, weights, measurements or other technical data are all approximate figures. Moreover, these, as well as any reference to DIN Regulations etc., are only subject to quality or durability guarantees if specifically defined as such.
- 2.2 In the absence of any designation to the contrary, proposals remain without obligation and non-binding.

3. Prices

- 3.1 If not explicitly stipulated otherwise, prices are net prices ex HoRuTec GmbH Göppingen including packaging, excluding freight costs.

4. A decrease in a customer's credit rating

- 4.1 Should HoRuTec GmbH, after close of contract, become aware of circumstances which can negatively influence a customer's credit rating, HoRuTec GmbH is entitled to immediately demand full payment of outstanding debt. Should the aforementioned come to pass, HoRuTec GmbH is furthermore entitled to suspend pending deliveries and services for which payment may be compromised, fulfilling same only against advance payment and, after a reasonable period of time, withdrawing from contractual fulfillment or demanding damages in lieu of performance.

5. Deliveries

- 5.1 Should HoRuTec GmbH not be in a position to meet a delivery deadline at no fault of its own, HoRuTec GmbH is not obligated to procure/deliver goods via priority air freight.
- 5.2 Should an impediment of services (impossible or unreasonable fulfillment of service) persist, both contract partners are entitled to withdraw from not fulfilled parts of contract. Rescinding from the contract is not possible until four weeks after the actual begin of impediment unless deferment proves unjustifiable for one of the parties in question.
- 5.3 With respect to on-demand orders and after expiry of contract (generally one year after contract close), HoRuTec GmbH is entitled to deliver any residual goods and demand full payment.
- 5.4 Partial shipments are possible if this is acceptable for the customer.

6. Compliance and Closing Conditions

- 6.1 The risk of accidental loss is carried by the customer as soon as the shipment is delivered to the stipulated destination.
- 6.2 Shipping and packaging are left to the discretion of HoRuTec GmbH and any deviations to this procedure require the explicit consent of HoRuTec GmbH.

7. Proprietary Rights

- 7.1 All delivered goods remain property of HoRuTec GmbH until full payment is made. These proprietary rights ensure that even those claims unilaterally established by a liquidator remain secure.
- 7.2 The customer is entitled to utilize goods underlying these proprietary rights in the normal course of his business as long as customer is not in default of financial obligations and no circumstances become evident which may jeopardize HoRuTec GmbH's claims.

8. Warranty, Guarantee

- 8.1 Immediately upon receipt of goods, customer is obligated to examine same with respect to correct quantity and possible quality defects. Obvious defects are to be

immediately reported to HoRuTec GmbH in writing, defects which may be detected at a later date are to be reported as soon as these become known.

- 8.2 If defects are reported in a timely manner, customer is entitled to subsequent delivery of not yet dispatched goods or, if goods are deficient, exchange or adjustment of goods by HoRuTec GmbH.
- 8.3 HoRuTec GmbH shall bear the costs incurred associated with a deficient shipment and verified by customer.
- 8.4 The customer's legal rights with regard to a reduced price or cancellation of the contract or a damage claim in place of fulfillment (latter taking into consideration the terms of liability as listed below in these Terms and Conditions) remain untouched by the aforementioned regulations in the presence of all equivalent legal measures.
- 8.5 In the case of a defective shipment, only the aforementioned claims listed are legitimate. § 320 BGB (German Civil Code) remains unaffected.
- 8.6 The statutory warranty period shall apply.

9. Limitation of Liability

- 9.1 Any kind of damage compensation (illegal action, infringement of primary or ancillary obligations, of contractual obligations, unless otherwise contractually violated before taking these Terms and Conditions into account, post-contractual obligations etc.) against HoRuTec GmbH are only possible due to proven gross negligence or per-mediation.
- 9.2 These restrictions do not apply in the case of statutory no-fault liability, breach of substantial obligations ensuing from the nature of the contract, a guarantee for the procurement of an item as well as with regard to liability for damages resulting in loss of life, body or health caused by a negligent breach by a legal representative or agent of HoRuTec GmbH.
- 9.3 Should HoRuTec GmbH be made liable (should no more stringent liability than the aforementioned categories exist) for the breach of substantial obligations ensuing from the nature of the contract including cases of simple negligence, the liability covers only typical, foreseeable damages, not, however, atypical and/or unforeseeable damages.
- 9.4 The aforementioned limitations of liability also apply to the personal liability of HoRuTec GmbH's employees and legal representatives.

10. Trademark Rights

- 10.1 HoRuTec GmbH reserves proprietary and copyright rights to all illustrations, designs, technical specifications, calculations and other documents. These may not be made accessible to third parties without the written consent of HoRuTec GmbH.

11. Applicable Law, Place of Jurisdiction, Place of Performance

- 11.1 The legal relationship established between HoRuTec GmbH and customer will be governed by the law of the Federal Republic of Germany including the UN Sales Convention.
- 11.2 The sole Place of Jurisdiction for goods and services supplied by HoRuTec GmbH will be HoRuTec GmbH's company headquarters in Göppingen. HoRuTec GmbH reserves the right to make claims against the customer at customer's general court of jurisdiction.

Göppingen, January 2017

HoRuTec GmbH