

Terms and Conditions of Sale of the Josting Maschinenfabrik GmbH & Co. KG

1. Application, place of jurisdiction, applicable law

- 1.1. These General Terms and Conditions of Business shall apply to all contracts, deliveries and other services, including future contracts, unless they are modified or excluded with our express written consent. The validity of the general terms and conditions of the contractual partner is expressly contradicted. They shall not be recognised even if we do not expressly object to them again after receipt. Our Terms and Conditions of Sale shall be deemed to be accepted from the time of the preparation of the offer, but at the latest upon acceptance of our delivery or service by the contractual partner.
- 1.2. Our General Terms and Conditions of Business apply only to companies as defined in Section 14 of the BGB (German Civil Code), merchants, if the contract is part of the operation of their trade, and to legal entities under public law or special assets under public law.
- 1.3. Our offers are subject to change without notice, agreements, in particular verbal ancillary agreements and assurances made by our sales staff, only become binding after our written confirmation.
- 1.4. The information, drawings, illustrations, technical data, weight, dimensional and performance descriptions contained in brochures, catalogues, circulars, advertisements, price lists or in the documents forming part of the offer, to which we reserve the right of ownership and copyright, are only binding if their exact compliance has been expressly agreed in writing.
- 1.5. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Sales Convention.

2. Liability

- 2.1. For damages that have not occurred to the object of the contract itself, we are liable – for whatever legal reasons – only
 - a) if on purpose,
 - b) in the event of gross negligence on the part of our bodies or executives,
 - c) in the event of culpable injury to life, body or health,
 - d) in the case of defects which we have fraudulently concealed or whose absence we have guaranteed in writing,
 - e) in the event of defects in the article of sale, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.
- 2.2. In the event of a culpable violation of essential contractual obligations, we shall also be liable for gross negligence of non-executive employees and for slight negligence; in the latter case, liability shall be limited to reasonably foreseeable damage typical for the contract. "Essential contractual obligations" in this sense are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.
- 2.3. Further claims are expressly excluded.

3. Partial invalidity

Should any of the provisions of these Terms and Conditions of Sale be invalid in whole or in part, the remaining provisions shall remain valid. The invalid provisions shall be replaced by the statutory provisions.

4. Place of fulfilment, place of jurisdiction

- 4.1. Place of fulfilment for all our deliveries and for the payment of the purchase price is 32130 Enger.
- 4.2. The place of jurisdiction for all disputes arising from all our contracts is 32130 Enger.
We can also sue the Buyer at his general place of jurisdiction.

5. Prices

- 5.1. Our prices are ex works and do not include packaging, freight, postage, insurance, value added tax, etc.
- 5.2. Our prices are based on the cost structure at the time of conclusion of the contract. If a delivery is made more than four months after conclusion of the contract as agreed and if, in the meantime, wages/salaries have increased by more than 3% according to the respective valid collective agreement of the metal industry/NRW, we are entitled to increase the agreed price appropriately in order to absorb these additional costs. The same applies in the event of an increase in material costs.

6. Delivery periods, deliveries

- 6.1. Subject to individual contractual provisions, delivery periods shall only be deemed agreed as approximate.
- 6.2. A delivery period begins with the date of our order confirmation. It assumes, however, that all commercial and technical questions have been clarified and that the Buyer has fulfilled all obligations incumbent upon him, such as the provision of all necessary data or the making of a down payment. If this is not the case, the delivery time shall be extended accordingly.
- 6.3. Compliance with the delivery period shall be subject to correct and timely delivery to us. We shall notify the Buyer of any impending delay as soon as possible.
- 6.4. A delivery period shall be deemed to have been met if the delivery item has left our factory by the end of the period or if notification has been given that the goods are ready for dispatch.

7. Shipping, transfer of risk

- 7.1. In the absence of special agreements, we determine the route and means of transport without responsibility for the cheapest or fastest route.
- 7.2. With the handing over of the goods to the forwarding agent or carrier, the risk is transferred to the Buyer, even in the case of freight-free delivery.
- 7.3. If the goods are ready for dispatch and dispatch or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the Buyer upon receipt of the notification of readiness for dispatch by the Buyer.

8. Terms of payment / Special features with cutting systems

- 8.1. Unless otherwise agreed, payment of the purchase price – subject to clause 8.2. – must be made within the agreed payment period without any deduction. If no payment period has been agreed, the invoice amount is due and payable by us immediately after delivery (within three working days). We reserve the right to deliver only against advance payment.
- 8.2. In case of default of payment by the Buyer, we charge the statutory default interest. We reserve the right to claim further damages.
- 8.3. The right to withhold payments or to offset them against counter-claims is only available to the Buyer to the extent that his counter-claims are undisputed or legally binding.
- 8.4. If the Buyer does not accept a purchased item or if we can claim damages for non-performance, the claim for damages shall amount to at least 5% of the purchase price, without us being obliged to prove the damage. However, the Buyer is entitled to prove that no damage at all or considerably less damage has occurred.

9. Retention of title

- 9.1. All delivered goods remain our property until all claims have been settled, regardless of the legal basis, including future or conditional claims, even from contracts concluded simultaneously or later.
- 9.2. As long as the ownership has not yet been transferred to the Buyer, the Buyer is obliged to treat the purchased goods with care. In particular, he is obliged to insure it sufficiently at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the Buyer shall carry this out in good time at his own expense.
- 9.3. The reserved goods may not be pledged to third parties or transferred by way of security before full payment of all related claims. The Buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us.

- 9.4. In the event of the Buyer acting in breach of contract, in particular in the event of non-payment of the entire purchase price of our reserved goods, we shall be entitled to withdraw from the contract and to demand the immediate return of our goods on the basis of the retention of title.
- 9.5. Treatment and processing of the goods subject to retention of title shall be carried out for us as the manufacturer within the meaning of Section 950 of the BGB, without obligating us. The processed goods shall be deemed to be goods subject to retention of title within the meaning of clause 9.1. If the Buyer processes, combines and/or mixes the goods subject to retention of title with other goods, we shall be entitled to co-ownership of the new article in proportion of the invoice value of the goods subject to retention of title to the invoice value of the other goods used, but at least the invoice amount of the goods subject to retention of title. If our ownership expires due to combination or mixing, the Buyer already now transfers to us the ownership rights to which he is entitled to the new article, to the extent of the invoice value of the goods subject to retention of title, and stores them for us free of charge. The resulting co-ownership rights shall be deemed to be goods subject to retention of title within the meaning of clause 9.1.
- 9.6. The Buyer may only sell the reserved goods in the ordinary course of business under his normal business conditions and as long as he is not in default, provided that the claims from the resale are transferred to us in accordance with the following clauses 9.5. to 9.7. He is not entitled to dispose of the reserved goods in any other way.
- 9.7. The Buyer's claims arising from the resale of the reserved goods, including the fulfilment of a contract for work and services, are hereby assigned to us. We hereby accept the assignment. In the case of the sale of goods in which we have co-ownership shares in accordance with clause 9.3, the assignment of claims shall apply to the amount of these co-ownership shares.
- 9.8. The Buyer shall be entitled to collect claims from the resale until revocation by us, which is permitted at any time. At our request, he is obliged to inform his customers immediately of the assignment to us – unless we do this ourselves, and to provide us with the necessary information and documents for collection.
- 9.9. The retention of title in accordance with the above provisions shall also remain in force if individual claims of ours are included in a current account and the balance has been struck and recognised.
- 9.10. In the event of a Buyer acting in breach of contract, in particular in the event of default of payment, we shall be entitled to take back the delivery item after a reminder and the Buyer shall be obliged to surrender it.
- 9.11. The Buyer shall inform us immediately of any enforcement measures by third parties against the reserved goods, our co-ownership or the claims assigned to us or other securities and shall hand over the documents necessary for an intervention. This also applies to impairments of any other kind. Insofar as the third party is not in a position to reimburse us for the extra-judicial and judicial costs of a lawsuit, such as in accordance with Sections 771 or 805 of the Code of Civil Procedure (ZPO) or similar, the Buyer shall be liable for the loss incurred by us.
- 9.12. If the Buyer does not pay our invoice or pays it only partially despite default and a further request for payment, or if the Buyer's financial situation deteriorates, we are entitled to withdraw from the contract and demand the immediate return of the delivery item.
- 10. Miscellaneous**
- 10.1. If deliveries or partial deliveries are made according to drawings or other information provided by the Buyer and if this infringes the property rights of third parties, the Buyer shall indemnify us against all claims of third parties.
- 10.2. Our drawings and documents handed over to the Buyer as well as suggestions for the advantageous design and manufacture of the products may not be disclosed to third parties and may be reclaimed by us at any time. We reserve the right of ownership and copyright to the illustrations, drawings and other documents.
- 11. Warranty**
- For material defects and defects of title, we shall provide compensation to the exclusion of further claims and subject to clause 2.
- 11.1. All those parts which prove to be defective as a result of a circumstance occurring before the transfer of risk shall be repaired or replaced free of defects at our discretion. The discovery of such defects shall be notified to us in writing without delay, at the latest, however, within a limitation period of two weeks after the transfer of risk. Replaced parts become our property.

- 11.2. In order for us to carry out all the repairs and replacement deliveries which we deem to be necessary, the Buyer must give us the necessary time and opportunity in agreement with us; otherwise we are released from liability for the consequences arising from this. Only in urgent cases of danger to operational safety or to prevent disproportionately serious damage, of which we must be informed immediately, shall the Buyer have the right to remedy the defect himself or have it remedied by third parties, provided that these are trained specialists for this purpose, and, on the basis of verified invoices, to demand reimbursement from us of the necessary expenses incurred.
- 11.3. Of the direct costs arising from the repair or replacement delivery, we shall bear – insofar as the complaint proves to be justified – the costs of the replacement item including shipping. In addition, we shall bear the costs of dismantling and installation as well as the costs of any required provision of the necessary fitters and supporting staff, including travel costs, provided that this does not result in an unreasonable burden for us. It is assumed that the device is available for repair at the place of the Buyer's shipping address without complication.
- 11.4. The Buyer has the right to withdraw from the contract within the framework of the statutory provisions if we, taking into account the statutory exceptions, allow a reasonable period of time, set by us for the repair or replacement delivery due to material defects, to expire without result. If the defect is only insignificant, the Buyer shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.
- 11.5. No warranty shall be assumed, in particular in the following cases:
Non-observance of the operating instructions and/or the maintenance schedule, unsuitable or improper use, faulty assembly or commissioning by the Buyer or third parties, natural wear and tear, faulty or negligent treatment – in particular excessive use –, unsuitable operating materials, chemical, electrochemical or electrical influences, etc. We do not accept any liability for parts which, if the device is used properly, silt up and/or have to be replaced regularly by the user or are subject to wastage, such as filters, seals, membranes, hoses, etc.
- 11.6. If the Buyer or a third party makes improper repairs, we shall not be liable for the consequences resulting therefrom. The same applies to changes to the delivery item made without our prior consent.
- 11.7. Key technical data not provided with tolerances, as contained in catalogues, brochures and operating instructions, as well as advice and instructions from our employees, are not guaranteed characteristics. They are otherwise subject to deviations and changes due to technical developments that are customary in the industry. Our instructions for use have been drawn up with the care customary in the industry, but do not release the purchaser from the obligation to test the device for suitability for the purpose for which it is intended.

12. State of limitations

- 12.1. The limitation period for claims and rights due to defects in our deliveries – regardless of the legal basis – is one year after delivery.
- 12.2. The limitation period according to clause 12.1. shall also apply to all claims for damages against us in connection with the defect, irrespective of the legal basis of the claim. Insofar as claims for damages of any kind exist against us which are not connected with a defect, the aforementioned limitation period shall also apply to them.
- 12.3. The period of limitation according to item 12.1. does not apply in the case of a grossly negligent breach of duty or in the case of a breach of essential contractual obligations.
"Material contractual obligations" are such obligations whose fulfilment no longer makes the proper performance of the contract possible.

13. Miscellaneous

Any declarations made by us in connection with this contract (performance descriptions, reference to DIN standards, etc.) do not constitute the assumption of a guarantee. The assumption of such a guarantee requires a written declaration from us.

Should any provisions of these Terms and Conditions of Sale be or become invalid in whole or in part, the remaining provisions shall remain valid.

To comply with the required written form, neither a personal or electronic signature is required. Notifications by fax or email are sufficient for the simple written form.