

1. Terms and Conditions

1.1. Orders become obliging concerning kind and extent of the delivery only by the confirmation of order of the supplier. Changes and supplements need the written form.

1.2. These conditions are valid with constant business relations also for future shops by which expressly on them reference is not made if they were agreed with a former order by the partners. Should different regulations of the customer or the supplier step to the place of these Terms and Conditions, they must be agreed by the partners expressly. Should single regulations be ineffective or become, the remaining conditions are not touched from this.

1.3. Shopping terms of the customer oblige the supplier only if they are expressly recognised from to him.

1.4. Product illustrations, as well as color and material samples shown may differ from the original

2. Prices

2.1. All prices get on net ex works excluding packaging, cargo, assurance and all other attacking additional costs.

2.2. If the dependence of the price is agreed by the part weight, the final price arises from the weight of the released failure patterns.

2.3. Nevertheless, in the price are not included the costs for the test devices and treatment devices as well as for changes arranged by the supplier.

3. Delivery and acceptance obligations

3.1. Terms of delivery begin after entrance all for the implementation of the order necessary documents, if

necessary of timely material supplies, preservation of drawings and agreed deposits.

3.2. With announcement of the dispatch readiness the term of delivery is valid as kept if the sending is impossible without responsible of the supplier.

3.3. If an agreed term of delivery is not kept as a result of own fault of the supplier, the customer is entitled to the exclusion of other claims at the end of an adequate extension to withdraw from the contract if he has pointed with the putting of the extension to the refusal of the achievement.

3.4. Adequate part deliveries as well as divergences of the order amounts up to + – 10% are allowed.

3.5. The supplier is obliged to the acceptance of connection missions with adequate terms of delivery, as long as for him the possession right exists in the forms, tools and devices of the customer or the period for safekeeping in customer-engaged own forms, tools and devices. This obligation contains no connection to former prize negotiations. The same one is valid for running orders if the expense factors (e.g., raw material prices, exchange rates, etc.) change in considerable extent.

3.6. With call missions without arrangement of term, manufacturing loose dimensions and decrease appointments the supplier at the latest 3 months after confirmation of order can require an obliging definition over here. If the customer to this desire does not follow within 3 weeks, the supplier is entitled to put a 2-week extension and to withdraw after expiry from the contract or to reject the delivery and to demand compensation.

3.7. Events of higher power with the supplier or his suppliers extend the delivery

time appropriately. This is also valid with official ones one reached, energy and raw material care difficulties, strikes, lockouts and unpredictable difficulties of delivery, provided that they are not to be represented of the supplier. The supplier will immediately inform the customer from this. The supplier has to hold interferences of the customer so slightly as possible, ggfs. by publication of the forms for the duration of the impediment.

4. Packaging, shipping, danger crossing

4.1. Provided that differently does not agree, the supplier chooses packaging and dispatch kind after the best judgement. At written desire of the customer the product is insured to his loads against breakages, damages in transit and fire damages.

4.2. The risk is transferred to the customer even when shipped free of charge upon leaving the factory.

4.3. If delays are caused by the orderer, the risk is already transferred with the notification of readiness for dispatch.

5. Retention of title

5.1. The deliveries remain a property of the supplier up to the fulfilment of all to the supplier against the customer to being entitled claims, even if the purchase price is paid for particularly called demands. With lukewarm ender calculation the reserved property is valid in the deliveries (reservation product) as a protection for the balance calculation of the supplier

5.2. Processing and workmanship by the customer takes place under exclusion of the acquisition of property according to § 950 BGB on behalf of the supplier; the latter remains the owner of

the resulting item, which serves as reserved goods to secure the claims of the supplier according to 1.

5.3. By processing with other goods not belonging to the supplier by the customer are valid the immune gene best of all §948 for Civil Code with the result that now the joint ownership of the supplier is a reservation product for the purposes of these conditions in the new thing.

5.4. The resale of the reserved goods is only permitted to the purchaser in the ordinary course of business under the condition that he also agrees with his customers on a reservation of title according to 1 to 3. The Purchaser is not entitled to other dispositions of the reserved goods, in particular pledging and transfer by way of security.

5.5. By now herewith for the case of the wide disposal the customer resigns up to the fulfilment of all claims of the supplier to him from the wide disposal to originating demands and other claims against his customers with all subsidiary rights to the supplier. By request of the supplier the customer is obliged to provide all information to the supplier and to hand over documents which are necessary for the assertion of the rights of the supplier towards the customers of the customer.

5.6. If the reserved goods are resold by the customer after processing according to 2 and / or 3 or together with other goods not belonging to the supplier, the assignment of the purchase price claim according to 5 shall only apply to the invoice value of the reserved goods of the supplier.

5.7. If the value of the securities existing for the suppliers exceeds his whole demands about more than 10%, the supplier is obliged by request of the customer in this respect to the release

of protections after choice of the supplier.

5.8. If the supplier makes use in accordance with before standing regulations of his retention of title by recall of reservation product, he is entitled to sell the product freehand or to let auction. The taking back of the reservation product occurs to the achieved proceed, only nevertheless, to the ver-einbarten contract prices. Wide-going out claims to compensation, in particular escaped profit, are left.

6. Terms of payment

6.1. All payments must be made in euros exclusively to the supplier.

6.2. If differently does not agree, the purchase price is to be paid without deduction within 14 days after calculation date. A discount payment granting has the balance of all earlier due calculations to the condition.

6.3. With default we are entitled to calculate interest by customary in banking height, at least however, at the rate of 4% about the respective minimum lending rate of the German Central Bank.

6.4. Disregard of payment terms or circumstances which found serious doubts about the creditworthiness of the customer entail the immediate maturity of the demands of the supplier. In addition, the supplier is entitled to require pre-payments for still being open deliveries as well as to ask for adequate extension of the contract to ückzutreten or compensation because of non-fulfilment, to prohibit the wide disposal of the product further the customer and not yet to fetch back paid-up goods at the expenses of the customer.

7. Shapes, tools, devices

7.1. The price for the molds does not include the sampling costs, the costs for testing and processing devices and changes made by the purchaser.

7.2. With reasonable and for quality and implementation the failure patterns in writing released by the customer authoritatively are the supplier is obliged after his choice to the finishing touches or free spare delivery. If he does not follow to these obligations within measured term, the customer is entitled to explain decrease, change or resignation of the contract. Further claims are excluded, untill intention or coarse carelessness are given. Substituted parts are to be sent back by request to the supplier not free.

7.3. High-handed remachinings and improper treatment entail the loss of all fault claims. Only to the defence of unreasonably big damages or on default the fault removal by the supplier the customer is entitled to amend after previous notification of the supplier and to require for it substitute of the adequate costs.

8. defects liability

8.1. For the construction and the functional ability of the parts the customer alone bears the responsibility, even if he was discussed by the development – unless, the supplier gives a suitable written and marked assurance.

8.2. With reasonable and for quality and implementation the failure patterns in writing released by the customer authoritatively are the supplier is obliged after his choice to the finishing touches or free spare delivery. If he does not follow to these obligations within measured term, the customer is entitled to explain decrease, change or resignation of the contract. Further claims are excluded, untill intention or coarse carelessness are given. Substituted

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9. Property rights

9.1. The customer sticks to the supplier for the freedom of the ordered deliveries and achievements of protective rights of third, releases the supplier from all suitable claims and has to make good to him the resulted damage.

9.2. Construction documents, draughts, models etc. of the customer may be transmitted in the course of manufacturing and the accompanying part processes by CarbonWacker GmbH to the national and international partners and accompanying societies of the CarbonWacker GmbH.

9.3. Construction documents, draughts, models etc. of the supplier remain his property and may be used only with his approval and be transmitted. If a supply agreement does not come about because of fault of the customer, the supplier is entitled to adequate Ent damage for the payments in advance produced by him.

10. Fulfillment and jurisdiction

The place of performance of CarbonWacker is Gewerbestraße Nord 2, 86857 Hurlach. Jurisdiction is Augsburg.