



General Business Conditions

The General Terms and Conditions for use with respect to companies, legal persons in public law and public law special funds (hereinafter "Customer").

All agreements, offers and deliveries are subject exclusively to these terms and conditions. Thus, they also apply to future business, even if they are not agreed upon separately. Differing, conflicting or additional general terms and conditions of the customer, even if known by us, are not included in the contract unless an agreement is made in writing.

§ 1 Supply contract

1. Our offers are subject to change. Technical changes and changes in form, colour and/or weight are reserved within reason.
2. Dimensions, weights, illustrations and drawings as well as details and figures in brochures and catalogues are only binding if expressly agreed in writing.
3. By placing an order the customer makes a binding intent to purchase the goods ordered. We are entitled to accept the contract offer contained in the order within two weeks of receipt. The acceptance can be declared either in writing or by delivery to the customer.
4. If the customer orders the goods electronically, the contract will be stored and sent to the customer on request together with these Conditions by e-mail.
5. The nature of the goods is determined exclusively by the agreed delivery regulations. If we are to provide goods according to drawings, specifications, samples, etc. of our customer, then he accepts the risk of suitability for the intended purpose. Key to the contractual condition of the goods is the date of transfer of risk. In that regard, we are only liable for correct processing.

§ 2 Delivery period

1. Delivery times are only binding if we have expressly designated them as such and confirmed them in writing.
2. The delivery period begins with the dispatch of the order confirmation, but not before receipt from the customer, if necessary, of documents, permits, approvals and receipt of an agreed payment. If subsequent technical ambiguities or errors in the order, drawing and specification documents of the customer occur, the delivery period re-starts after their removal.
3. The delivery deadline is met if readiness to dispatch is declared prior to the expiry of the deadline, or the item for delivery has left the factory.
4. Partial deliveries are permitted within the specified delivery times, as long as this does not cause any disadvantages in use.
5. If failure to meet the delivery time is due to force majeure, labour disputes or other events that are beyond our control, then the delivery time is extended appropriately. We will inform the customer of the beginning and end of such circumstances as soon as possible.
6. The final contract is subject to the proper and timely delivery by our suppliers. This only applies in the event that non-delivery is not our fault, especially on conclusion of a congruent hedging transaction with our supplier.

§ 3 Remuneration

1. Unless otherwise agreed the prices are ex-works, that is, plus a delivery charge, plus VAT.
2. The invoice amount is due 30 days from date of invoice to be paid in full.
3. If the customer defaults on payment, he shall during the default period pay interest at the rate of 8% points above the base rate. We reserve the right to establish proof of or assert higher damages.
4. The customer can only exercise right of retention if his counter claim is based on the same contract, legally established or undisputed. He has a right to compensation only if his counterclaims are legally established or are undisputed.
5. Non-compliance with agreed payment terms and conditions and circumstances that become known to us only after conclusion of the contract and give rise to concerns that the customer will not pay on time, will entitle us to demand immediate security for all claims under the contract without regard to maturity and to suspend work on the delivery item until the security is provided.

§ 4 Confidentiality

1. Each contract partner will use all documents (including samples, models and data) and information it receives through the business relationship only for commonly pursued purposes, and maintain confidentiality with respect to third parties with the same care as applied to their own documents and information if the other contract partner designates the information as confidential or has an obvious interest in maintaining confidentiality.
2. This obligation commences on receipt of the documents or information and continues after the end of the business relationship. The obligation does not apply to documents and information that are generally known or upon receipt by the contracting party were already known, without him being obliged to maintain confidentiality, or that are received from a third party authorised to pass them on, or documents of the receiving party that must be kept confidential without evaluation, or knowledge of the other contracting party that will be developed. It shall also not apply if the relevant information or knowledge is to be shared by virtue of a public service obligation to the authorities, etc.

§ 5 Packaging and dispatch

1. Packaging will be the property of the customer and charged by us. Postage and packing charges will be separate items on the invoice. The method of dispatch is at our discretion.
2. In the event of shipping damage the customer must inform the freight forwarder/carrier without delay and also notify us.
3. With the delivery of goods to the shipper/carrier or the person or institution otherwise executing the dispatch, the risk of accidental loss and accidental deterioration of the product passes to the customer.
4. The transfer is the same, even if the customer is in default of acceptance.
5. Deliveries are made ex works (EXW Incoterms 2010) Wadersloh. Transport insurance is taken out only at the express request of the customer and at his expense.

§ 6 Liability for defects

1. We are unable to assume any liability for defects caused by unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, normal wear and tear, faulty or negligent treatment, and for the consequences of improper and unapproved modifications or repair work by the customer or third parties. The same is true for defects that reduce the value or suitability of the product only slightly.
2. We must be given the opportunity to identify the reported defects. Defective goods must be sent to us immediately on request. If the customer fails to meet these obligations or makes changes to the claimed goods without our consent, he will lose entitlement to a remedy.
3. In case of defects our liability is restricted to our option to repair or replace. For used goods we are only liable for defects, if this is expressly agreed with the customer in writing, or the defect was fraudulently concealed, or is caused by intent or gross negligence on our part.
4. If subsequent supplementary performance fails, the customer is entitled, at his discretion to reduce the purchase price (reduction) or cancel the contract (withdrawal). For a minor breach of contract, especially for only minor defects, the customer has no right of withdrawal.
5. If the customer claims due to a defect, the restrictions referred to in § 7 apply.
6. The customer must inspect the goods immediately upon receipt and must notify us immediately of obvious defects and hidden defects immediately after their discovery, otherwise the assertion of warranty claims is excluded. The customer bears the full burden of proof for all claims, in particular for the defect itself, for the time of discovery of the defect and the timeliness of the defect complaint. If acceptance of the goods has been agreed with the customer, then successful acceptance means the goods have been authorised. The customer is then excluded from further warranty claims, unless it is a question of a defect that was not detected even on careful examination during acceptance.
7. Claims for defects shall expire within one year after delivery. The same shall apply from the date on which the customer is in default of acceptance.

§ 7 Limitation of Liability

1. We are liable according to legal regulations in the event of intent or gross negligence. Furthermore, we are also liable in the event of culpable injury to life, limb and/or health or for liability under the Product Liability Act. The same applies to the acquisition of a procurement risk, or guarantees or any other strict liability assumed by us.
2. Basically, we may be liable for simple negligent breach of contract, i.e. such obligations for the fulfilment of which the customer relies and may rely on the correct implementation of the contract. The amount of the liability is limited in this case, to typical, foreseeable damage.
3. Further liability is excluded. If our liability is excluded or limited, this also applies to the personal liability of our managerial and ordinary employees and other agents.

§ 8 Retention of title

1. We reserve title to the goods until full settlement of all claims arising from an ongoing business relationship, on whatever legal basis they were created. For current accounts, the retention of title is security for the respective current balance due. This also applies to payments made by the customer on certain claims.
2. The customer is obliged to handle the goods carefully. If maintenance and inspection work is required, the customer shall perform this regularly at his own expense.
3. Processing or transformation of the goods subject to retention of title is made solely for us as a manufacturer without a liability arising for us. In the event of processing or transformation of the goods subject to retention of title with other goods not supplied by us, the joint ownership of the new object is in proportion to the value of the goods subject to retention of title and the value of the other processed or transformed goods at the time of processing or transformation. In the event that our ownership of the goods subject to the retention of title by combining or mixing expires, the customer transfers to us his (co-) ownership interest in the new object or the mixed stock to the amount of the invoice value of the goods subject to the retention of title and shall keep them free of charge for us. The new object (hereinafter the "new object") created by processing, transformation, combination or mixing of the (co-) ownership rights due to us or to be transmitted to the new object, serve in the same way as security for our claim, in the same way as the goods subject to the retention of title themselves under point 1. As far as no discrepancies arise from the subsequent determination of these figures they will apply to the new object correspondingly.
4. The customer may sell the goods subject to the retention of title only in the ordinary course of business under normal business conditions and only as long as he fulfils his payment obligations towards us promptly. The customer is obliged to sell his part of the goods subject to the retention of title only under retention of title and to ensure that the requirements arising from such sales transactions can be transferred to us.
5. The requirement of the customer from the resale of the goods subject to the retention of title is now assigned to us, and we accept this assignment now. The assigned claims serve to the same extent for our security as the goods subject to the retention of title. If the customer sells the reserved commodity along with other goods not supplied by us, the assignment of the claim applies only to the amount of the invoice that results from the sale of our retained goods. With the sale of the new object in accordance with paragraph 3 or the statutory provisions relating to the combination and mixing of objects that are within our ownership, the assignment of the claim is to the amount of our co-ownership.
6. If the customer receives claims arising from the sale of goods subject to the retention of title into an existing account open with his customers, he now assigns a final balance arising in his favour or recognized as such, equal to the aggregate amount of claims entered in the current account from the sale of our goods subject to the retention of title. The above paragraph shall apply in this respect.
7. The customer is authorised to collect the claim assigned to us from the resale of the goods subject to the retention of title. The customer is not permitted to make an assignment of the claim from the resale, even in the context of a genuine factoring contract.
8. We may revoke at any time the authorization to collect late payments, default of payment, transfer of the business of the customer to third parties, in the event of impaired credit and trust or liquidation of the company. In this case the customer is obliged to inform his customers immediately of the assignment of the claim to us and to transfer all the necessary information and documents for redemption to us. He is also required in this case to release or return to us any securities to which he is entitled for customer requirements.
9. If the monetary value of our existing securities exceeds our secured claims by more than 15%, we are prepared at the request of the customer to release these securities as we see fit.
10. The customer is obliged to inform us immediately of any seizure or other special or actual impairment or risk to the goods subject to the retention of title or the other securities existing for us.
11. The customer undertakes to have the goods subject to the retention of title adequately insured against fire and theft. His transfers his claims under the insurance policy to us, and we accept the transfer now.
12. In the event of breach of contract by the customer we are entitled, especially in the event of default or breach of a duty in this section existing under the statutory requirements of the contract to withdraw from the contract and reclaim the goods. In this case, the customer now agrees that we remove or have removed the goods subject to the retention of title or - as far as we are the sole owners - the new object within the meaning of paragraph 3 of this section. To carry out these measures, as well as a general inspection of the goods or new object, the customer must grant us or persons authorised by us access at all times.

§ 9 Product safety

1. The customer undertakes to assist us in product safety issues, especially in the event of a product recall, a product warning or other product safety case (hereinafter all called "product recall") to ensure that the (end) customer data and the goods sold to the respective customer are properly recorded and archived, unless this is connected in a particular case in the ordinary course of business with unacceptable expenditure. Even after the business relationship between the customer and us ends the customer data must be archived for at least another five years, so that in case of late product recalls it is still available.
2. If it is suspected or the customer is aware that our product has a fault in the meaning of product liability law or is unsafe within the meaning of the law on technical equipment and consumer products (GPSG), he must inform us immediately. If we believe there is such a suspicion, then a "voluntary" recall by us should be implemented in order to pre-empt an administrative order and keep the damage to us and the customer to a minimum.
3. In order not to endanger the quality image of our products, we have the right to conduct product recalls, even if there is only a reasonable suspicion that our product does not meet safety requirements of a statutory provision - e.g. under the Product Liability Act, the GPSG or the German Civil Code.
4. The customer is obliged to participate to the greatest possible extent in the product recall. In particular, he contributes to informing and warning consumers, and drawing attention to the whereabouts of the goods to be recalled and the handling of the recall. However, we have the right to conduct a product recall ourselves, and in this respect to contact the (end) customer directly. In this case, the customer will provide us with the data of those (end) customers whose goods are affected by the recall. We will use this customer information solely for the purpose of the product recall, in strict confidence and return it to the customer after the product recall is complete and the data is no longer needed, without the retention of copies.
5. In this respect the customer will undertake, in close consultation with us and on our behalf, to inspect and repair goods at the customer's site.

§ 10 Final provision

1. The laws of the Federal Republic of Germany apply. The UN Sales Convention (CISG) shall not apply.
2. For all disputes arising under this contract, if the customer is a merchant, a legal entity under public law or public law special fund, the exclusive venue for all disputes arising under this contract is the court, which is responsible for our headquarters. We are also entitled to take action at the customer's headquarters. This also applies if the customer has no general jurisdiction in Germany or the domicile or habitual residence at the time of the complaint is not known.
3. The place of performance is 59329 Wadersloh.
4. If any provision of the contract with the customer including these general terms and conditions in whole or in part, is or becomes invalid, the validity of the remaining provisions shall not be affected. The fully or partially invalid provision shall be replaced by a provision whose economic result comes closest to the ineffective provision.

Wadersloh, 1st June 2013

GLORIA GmbH