

General terms and conditions of business

1. Validity of the conditions

1.1. For all business relationships (purchases and sales) including new business development of Technofond Gießereihilfsmittel GmbH, Am Pfaffensee 17, D-67376 Harthausen (hereinafter: TECHNOFOND) and the CUSTOMER or SUPPLIER (customers and suppliers together below: CONTRACTUAL PARTNER), these General Terms and Conditions (GTC) apply exclusively.

1.2. The inclusion of conflicting or divergent terms and conditions of the CONTRACTUAL PARTNER is expressly contradicted, unless TECHNOFOND has expressly agreed to the inclusion. Individual agreements that meet the formal requirements of section 13.1, shall prevail over these GTC.

1.3. These GTC are intended exclusively for legal entities of public law, public special funds or an entrepreneur according to § 14 BGB (entrepreneur).

1.4. These terms and conditions apply in their current version as a framework agreement also for future contracts with the same CONTRACTUAL PARTNER, without TECHNOFOND having to refer to them again in each individual case.

2. Offer and conclusion of contract

2.1. Advertising and price lists from TECHNOFOND are non-binding.

2.2. Individual offers and inquiries from TECHNOFOND are always non-binding. Orders of the CUSTOMER will be accepted only after written confirmation by TECHNOFOND; orders at SUPPLIERS are only binding if made in writing by TECHNOFOND. The SELLER is required to confirm the appointment of TECHNOFOND within a period of three days in writing or in particular unconditionally carrying it out by shipping the goods (acceptance).

2.3. Subscriptions, illustrations, dimensions, weights or other performance data submitted by the CONTRACT PARTNER shall only be binding, such as side agreements or other assurances, if expressly confirmed by TECHNOFOND.

2.4. TECHNOFOND also offers to have goods made to customer specifications (by third parties), to be modified or to have them processed (individualization). In the case of individualization of contractual goods, the CUSTOMER - in advance at his own discretion - always has the option of requesting samples or specimens for a separate fee. Texture, quality and processing of the sample / specimen substantiate the subject of the contract, taking into account technical deviations. The CUSTOMER can after delivery of the contract goods not rely on their nature would not correspond to the contractual agreement, as far as the rejected constitution was to be recognized based on a sample or a specimen. This also applies if the CUSTOMER has waived the sending of samples or specimen.

3. Prices

3.1. Prices quoted by TECHNOFOND are exclusive of the applicable statutory sales tax.

3.2. Prices are, unless otherwise stated, from stock of TECHNOFOND (Harthausen) excluding packaging. There is no claim for the CUSTOMER to take back the packaging.

4. Delivery and service period

4.1. Delivery dates are only binding for CUSTOMERS if they are guaranteed by TECHNOFOND as binding. TECHNOFOND shall also not be liable for damages of the CUSTOMER from the delay of binding delivery dates, as long as the delay occurs due to force majeure or such events, which make the delivery considerably more difficult or impossible for TECHNOFOND (in particular strike, lock-out, official order, natural catastrophes, etc.). TECHNOFOND will inform CUSTOMER about the occurrence of such delays

without culpable hesitation. In this case, TECHNOFOND shall be entitled to postpone the delivery or service for the duration of the hindrance plus an appropriate term or to withdraw from the contract in whole or in part because of the unfulfilled part.

4.2. Insofar as TECHNOFOND is responsible for non-compliance with binding delivery dates, the CUSTOMER has a right to compensation in the amount of 0.5% attributable to the delayed delivered goods purchase price per full week of delay, starting with the 10th day after the promised delivery date and limited to 5% of the delayed delivery price.

4.3. TECHNOFOND is entitled to partial deliveries at any time.

4.4. The delivery dates given by TECHNOFOND in the order to SUPPLIERS are binding. Unless otherwise agreed, the delivery time is 14 days from the conclusion of the contract. The SUPPLIER is obligated to inform TECHNOFOND immediately in writing if he is not able to comply with agreed delivery times - for whatever reason.

4.5. If the SUPPLIER is in default, TECHNOFOND may demand a contractual penalty in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the delayed delivered goods. TECHNOFOND is entitled to demand the contractual penalty in addition to the fulfillment and as a minimum amount of compensation owed by the seller in accordance with the statutory provisions; the assertion of further damage remains unaffected.

5. Transfer of risk and place of performance

5.1. The place of performance is in particular for deliveries, fulfillment, payments and restitution the registered office of TECHNOFOND (Harthausen).

5.2. In the case of sales, the risk passes to the CUSTOMER as soon as the consignment has been sorted out, the CUSTOMER has been notified of readiness for shipment or the goods have left the TECHNOFOND warehouse for shipment. It applies the first occurring circumstance.

5.3. For purchases, the risk passes to TECHNOFOND upon transfer of the goods. Insofar as an acceptance has been agreed, this is decisive for the transfer of risk. Incidentally, in the case of acceptance, the legal regulations of the factory contract law apply accordingly. The transfer or acceptance is the same if TECHNOFOND is in default of acceptance.

5.4. Decisive are original departure weight and original tare.

6. Warranty, defects and liability of the parties to each other

6.1. In case of defects TECHNOFOND is entitled to the CUSTOMER to take back the defective goods at its own discretion and to arrange a corresponding subsequent delivery or to repair the defective goods. If the repair fails after a reasonable period, the CUSTOMER may, at its discretion, demand the reduction of the price or the cancellation of the contract with regard to the defective goods.

6.2. The CUSTOMER is always subject to the duty to reprimand § 377 HGB including the legal consequences regulated therein. Claims for defects of the CUSTOMER also lapse after one year from the beginning of the statutory limitation period.

6.3. The provision of 6.2 sentence 1 applies in particular if goods supplied by TECHNOFOND are to be changed, processed or resold by the CUSTOMER or third parties (re-use). The CUSTOMER is obliged to make sure that the goods are free of defects prior to re-use of the goods. In any case, the return of used goods by TECHNOFOND is excluded. In addition, the CUSTOMER is entitled to warranty rights only if defects are not attributable to the further use. The burden of proof is borne by the CUSTOMER.

6.4. A further warranty is only available for products supplied by TECHNOFOND if expressly accepted by TECHNOFOND; in particular, TECHNOFOND does not warrant the suitability of contract goods for specific purposes or for further use.

7. Confidentiality

7.1. TECHNOFOND reserves ownership and copyrights to the CONTRACT PARTNERS to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and, if necessary, to be returned after completion of the contract. Towards third parties, the documents must be kept confidential, even after the termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the provided documents has become generally known.

7.2. The above provision shall apply substances and materials (eg finished and semi-finished products) as well as to tools, templates, samples and other items provided by TECHNOFOND to the SUPPLIER for manufacture. Such items shall be kept separately at the SUPPLIER's expense, unless they are processed, and shall be insured to a reasonable extent against destruction and loss.

8. Retention of title to CUSTOMERS

8.1. The goods (reserved goods) delivered to the CUSTOMER remain the property of TECHNOFOND until all claims that TECHNOFOND has against the CUSTOMER now or in the future are fulfilled, including all balance claims from current account. If the CUSTOMER behaves contrary to contract - in particular if he has defaulted on the payment of a claim for compensation - TECHNOFOND has the right to take back the reserved goods after a reasonable period for performance has been set. The costs incurred for the return are borne by the CUSTOMER. If TECHNOFOND takes back or seizes the reserved goods, this represents a withdrawal from the contract. Retained reserved goods may be used by TECHNOFOND. The proceeds of the exploitation will be offset against the amounts the CUSTOMER owes TECHNOFOND, after deduction of a reasonable amount for the costs of exploitation.

8.2. The CUSTOMER must treat the reserved goods with care. He must insure them adequately at his expense against fire, water and theft damage as new. If maintenance and inspection work is required, the CUSTOMER must carry it out on time at its own expense.

8.3. The CUSTOMER may use the reserved goods and resell them in the ordinary course of business, as long as he is not in default of payment. However, he may not pledge the reserved goods or assign them as security. The buyer's claims for payment against his customers from a resale of the reserved goods as well as those claims of the purchaser regarding the reserved goods that arise for other legal reasons against his customers or third parties (in particular claims resulting from tort and claims for insurance benefits), including all balance claims from current account, the CUSTOMER hereby assigns the full amount to TECHNOFOND for the sake of protection. TECHNOFOND accepts this assignment. The CUSTOMER may collect these claims assigned to TECHNOFOND for its account in its own name for TECHNOFOND, as long as TECHNOFOND does not revoke this authorization. The right of TECHNOFOND to collect these claims itself is not affected by this; however, TECHNOFOND will not assert the claims itself and will not revoke the direct debit authorization as long as the CUSTOMER duly fulfills its payment obligations. However, if the CUSTOMER acts in breach of contract - especially if he has defaulted on the payment of a fee claim - TECHNOFOND can demand from the CUSTOMER that TECHNOFOND notifies the assigned claims and the respective debtors, notifies the respective debtors of the assignment and informs TECHNOFOND of all documents handed over and all the information that TECHNOFOND needs to assert its claims. The CUSTOMER may not assign these claims in order to have them collected by way of factoring, unless he irrevocably obliges the factor to effect the consideration directly to TECHNOFOND as long as TECHNOFOND still has claims against the CUSTOMER.

8.4. Any processing or transformation of the reserved goods by the CUSTOMER will always be made for TECHNOFOND. If the reserved goods are processed with other items that do not belong to

TECHNOFOND, TECHNOFOND acquires co-ownership of the new item in proportion of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. Incidentally, the same applies to the new goods resulting from processing for the reserved goods. If the reserved goods are inseparably connected or mixed with other items not belonging to TECHNOFOND, TECHNOFOND shall acquire co-ownership of the new item in proportion of the value of the reserved goods (final invoice amount including value added tax) to the other connected or mixed items at the time of combining or mixing. If the reserved goods are combined or mixed in such a way that the object of the buyer is to be regarded as the main item, the CUSTOMER and TECHNOFOND already agree that the CUSTOMER transfers TECHNOFOND pro rata co-ownership of this thing. TECHNOFOND accepts this transfer. The resulting sole ownership or co-ownership of a thing will be kept by the CUSTOMER for TECHNOFOND.

8.5. If the retained goods are seized by third parties or other intervention by third parties, the CUSTOMER must point out the ownership of TECHNOFOND and must notify TECHNOFOND immediately so that the property rights can be enforced by TECHNOFOND. If the third party is unable to reimburse TECHNOFOND for judicial or extrajudicial costs incurred in this connection, the CUSTOMER shall be liable for this.

8.6. If the CUSTOMER requires it, TECHNOFOND is obliged to release the securities due to TECHNOFOND insofar as their realizable value exceeds the value of the outstanding claims against the CUSTOMER by more than 10%. However, TECHNOFOND may select the securities to be released.

9. Retention of title to SUPPLIERS

9.1. The transfer of the goods to TECHNOFOND must be carried out unconditionally and without consideration for the payment of the purchase price. However, if TECHNOFOND accepts in individual cases an offer of the SUPPLIER based on the purchase price payment for transfer of ownership, the SUPPLIERS reservation of title expires at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, TECHNOFOND remains authorized to resell the goods prior to payment of the purchase price with advance assignment of the resulting claim (alternatively, the validity of the simple retention of title extended to resale). In any case, this excludes all other forms of retention of title, in particular the extended, the routed and the retention of title extended to the processing.

9.2. Any processing, mixing or combining (further processing) of provided items by the SUPPLIER shall be made for TECHNOFOND. The same applies to further processing of the delivered goods by TECHNOFOND or on behalf of TECHNOFOND by third parties, so that TECHNOFOND is considered to be the manufacturer and acquires ownership of the product at the latest with further processing in accordance with the statutory provisions.

10. Payment

10.1. Invoices from TECHNOFOND are to be paid by the CUSTOMER within 10 days of invoicing without deductions, net cash. TECHNOFOND is entitled to demand advances or advance payments. Despite other determination of the buyer, TECHNOFOND is entitled to charge payments against older outstanding claims against the CONTRACTUAL PARTNER.

10.2. For the timeliness of payments, it is all about the fact that TECHNOFOND can dispose of the money. In the case of checks, bills of exchange or transfers, it depends on the amount being credited to the account of TECHNOFOND.

10.3. If the CUSTOMER is in default, TECHNOFOND shall be entitled to demand default interest in the amount of eight percentage points above the base interest rate of the Deutsche Bundesbank. The

obligation of the CONTRACTUAL PARTNER to pay default interest does not exclude the assertion of further damages caused by delay by TECHNOFOND.

10.4. The CUSTOMER is only entitled to set-off, withholding or deductions if these claims have been accepted by TECHNOFOND, are undisputed or legally binding.

10.5. Claims of the buyer against TECHNOFOND, for whatever legal reason, are subject to a prohibition on assignment.

11. Limitation of liability

11.1. In the case of intent or gross negligence on the part of TECHNOFOND, by agents or vicarious agents, TECHNOFOND shall be liable in accordance with the statutory provisions; as well as culpable violation of essential contractual obligations. Unless there is a willful breach of contract, TECHNOFOND's liability for damages shall be limited to foreseeable, typically occurring damage.

11.2. Liability for culpable injury to life, limb or health as well as liability under the Product Liability Law remain unaffected.

11.3. Unless explicitly stated otherwise, the liability of TECHNOFOND is excluded.

11.4. TECHNOFOND is entitled to demand from the SUPPLIER exactly the type of supplementary performance that TECHNOFOND owes the CUSTOMER.

11.5. If the SUPPLIER is responsible for a product damage, he has to exempt TECHNOFOND insofar from claims of third parties as the cause is set in his domain and organization and he is liable in the external relationship itself.

12. Data protection

TECHNOFOND collects data of the CONTRACTUAL PARTNER within the framework of the processing of contracts. In particular, TECHNOFOND complies with the regulations of the Federal Data Protection Act. Without the consent of the CONTRACTUAL PARTNER, TECHNOFOND will only collect, process or use the inventory and usage data of the CONTRACTUAL PARTNER as far as this is necessary for the execution of the contractual relationship.

13. Final provisions

13.1. Declarations, adverts and additions within the framework of the contractual relationship must be made in writing. This also applies to subsidiary agreements as well as changes and additions to the contract and these GTC, including the agreement to cancel this written form requirement.

13.2. Contractual relationships with TECHNOFOND are exclusively subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

13.3. Place of fulfillment and jurisdiction for all disputes arising from contractual relationships with TECHNOFOND is the location of TECHNOFOND (Harthausen); However, TECHNOFOND is free to sue the CONTRACTUAL PARTNER before the court competent for the place of residence or registered office of the CONTRACTUAL PARTNER.

13.4. Should a regulation of these GTC or of the contract between TECHNOFOND and the CONTRACTUAL PARTNER be or become impracticable or ineffective, this shall not affect the validity of the remaining provisions. In this case, the parties already agree to replace the ineffective provision with one that comes closest to the economic purpose of the contractual relationship. The same applies to an unintentional regulatory gap.