

Version / as at: March 2019

General terms and conditions of MWE Edelstahlmanufaktur GmbH

1. Conclusion of the agreement

The following General Terms and Conditions are the basis for the contractual relationships between the companies MWE Edelstahlmanufaktur GmbH (hereinafter referred to as MWE) and the contractual partner (hereinafter referred to as CP). These also apply to contracts concluded over the telephone, fax, email or via the internet.

The CP's purchase / business terms that vary from these conditions only apply if explicitly confirmed in writing by MWE.

Offers and price notifications are conditional and non-binding. A specific price calculation remains subject to change at any time with particular regard to administrative costs for low order values. Prices are for delivery ex works excluding packaging and dispatch.

Any additions and changes to the contract or subsidiary agreements by MWE employees must be confirmed in writing to be legally effective.

Drawings, illustrations, measurements, weights or other service data are only binding if they have been explicitly confirmed in writing. The information and graphics shown in catalogues, brochures and other documents are non-binding product information and may be subject to change at any time.

The contractual relationship comes into effect only on written confirmation. If none is provided, this occurs through actual delivery. MWE reserves the right to make changes to the contractual content without prior notice if these are changes to more recent technology or improvements in construction as well as material and component use.

2. Delivery and transfer of risk

Unless otherwise agreed, delivery is ex MWE works. Partial deliveries may be invoiced separately.

If, in individual cases, MWE takes back goods as a gesture of goodwill, which requires explicit written consent, the CP must pay a processing fee of at least 10% of the goods' value in accordance with the relevant current price list. In addition, the CP must bear the costs incurred for repeat marketing. The CP shall be given a credit note for the returned goods. Cash reimbursement is excluded.

3. Delivery time and default

If nothing else has been explicitly agreed in writing, the stated delivery deadlines are non-binding statements and no guarantee can be given for compliance with them. The delivery time starts on the date of the final order confirmation but not before receipt of an agreed advance payment. The delivery time is met if the contractual goods leave the MWE plant by the end of the delivery time or, if the CP is obliged to collect the goods, the goods are ready for delivery and the CP has been informed of this.

Provided that MWE does not bear any responsibility, the delivery period will be extended by both MWE and third parties due to measures relating to company disputes, in particular strikes and lock-outs, the occurrence of unforeseen events, in particular a lack of raw materials or fuels, fire,

road closures or force majeure. Liability for slight negligence is excluded. In the event of delivery default resulting from deliberate action or gross negligence for which MWE is responsible, the CP has the right to reimbursement for the damage proven to have been caused by the delay. If a period of grace set by MWE in accordance with the production processes has expired, the CP is entitled to withdraw from the contract in the event of a delivery default.

If the delivery is delayed at the request of the CP or for reasons for which the CP is responsible, MWE is entitled to undertake storage and invoice this at a minimum of 0.5% of the total invoice for each month started from the time of dispatch readiness and at the latest at the end of a set period. The right to assert other rights due to delay remains unaffected. After the end of the period to use the contractual goods for other purposes, MWE is additionally entitled to withdraw from the contract and assert claims for damages.

4. Payment terms and default

If nothing further has been agreed, invoices are due for payment 20 days after the issue date and without deduction. If payment is made within 10 days of the invoice date, the customer is entitled to make a 2% deduction. The payment is only considered made once it has been cleared on MWE's bank account.

For payment default, MWE is entitled to calculate default interest totalling 8% above the base rate (Section 247 of the German Civil Code - BGB). In addition, MWE has the right to hold back deliveries and services from all contracts with the CP until complete fulfilment. The CP can avoid this retention right by obtaining a directly enforceable and time-unrestricted guarantee from a major German bank in the amount of all of the pending payments.

After the unsuccessful expiry of the period, MWE can withdraw from all as yet unfulfilled contracts. The assertion of further default claims remains unaffected. If any circumstances occur upon conclusion of the contract that adversely affect the CP's creditworthiness, MWE is entitled to request advance payments, security deposits and to stop performance for this duration. If the CP does not meet the requirements, MWE is entitled to withdraw from the contract and request damages.

5. Liability for material defects / guarantee

If not agreed explicitly in writing, MWE accepts no guarantee for the quality of the goods that are the subject of the contract as defined by Section 443 of the German Civil Code (BGB). Any recognisable defects must be notified to MWE by the CP in writing without delay upon receiving the goods. The assertion of warranty claims is excluded upon violation of the obligation to examine the goods and give notice of any defects.

The CP must give MWE the opportunity to check the presence of defects and, for this purpose, to provide the faulty contractual goods for inspection at the place of fulfilment at MWE's request. Goods sent without prior notice will not be inspected. MWE is entitled to refuse acceptance.

Subject to a proper complaint report, MWE must be given the opportunity to undertake subsequent performance or to provide replacement delivery.

Claims for defects do not apply to insignificant deviations from the agreed quality. These include minor colour variations, especially if these are within the tolerance range for RAL and other coatings according to the state of technology. Merely insignificant restrictions on usability, natural wear and tear, damage resulting from defective or negligent treatment, inadequate maintenance, excessive use, unsuitable operating or care materials, defective construction work, unsuitable

assembly requirements are exempt from claims for defects. If the ordering party or a third party undertakes improper repair work or changes, this and any consequential damage are exempt from claims.

MWE is only liable for deliberate or grossly negligent behaviour with regard to any damage to the CP's legal assets and subsequent defect damage. This does not apply to damages arising from loss of life, personal injury or harm to health. Slightly negligent behaviour by MWE only justifies liability if it infringes key contractual obligations. Key contractual obligations are only considered to be such if they are essential to achieving the purpose of the contract. Defect claims by the CP lapse after two (2) years.

6. Retention of title

MWE retains the ownership of the goods it delivers and the items created from their processing and workmanship until all of the claims arising from the business relationship with the CP have been fulfilled

The CP undertakes treatment and processing for MWE without this creating any obligations for MWE. If the CP processes our retained goods with other items, MWE shall be entitled to co-ownership of the new item in the ratio of the value of the processed retained goods to the other items at the time of processing. The CP shall transfer to us the co-ownership share of the goods created by connecting, mixing or commingling with other goods. The CP may sell the delivered goods and the items created from their treatment and processing, commingling and mixing only in ordinary business for cash payment or with a retention of title. Collateral transfers, pledging and other uses that put our rights at risk are not permitted.

The CP assigns to MWE in full the claims to which the CP is entitled from the sale on or for another legal reason relating to the retained goods.

If the CP sells the retained goods alongside its own goods or those of third parties in an unprocessed condition, the CP assigns the claim resulting from the resale to us in the value of the retained goods.

Should MWE obtain co-ownership of the new item by treating and processing the goods of other suppliers, the assignment for selling the share of the claim is in line with MWE's co-ownership share, if this can be determined; otherwise, it is the invoice value of the MWE retained goods that were processed.

If the treatment and processing take place as part of a work agreement or work delivery agreement, the CP shall also transfer in advance the pro rata work claim that matches the value of the processed retained goods to MWE.

If the CP enters the stated claims into a current account relationship, the current account claims shall be fully assigned to MWE. After netting off, it is replaced by the balance that was assigned up to the amount of the original current account claims. If the current account relationship ends, this applies accordingly to the final balance.

If the CP complies with its obligations the assignment is considered to be undisclosed and the CP is entitled to collect the claim.

In the event of payment default, we are entitled to set an appropriate subsequent period after which the retained goods must be issued at the expense of the CP even without withdrawal.

7. Offsetting and retention

The CP can declare offsetting against counter-claims only if they are undisputed or legally approved claims. The CP is only entitled to a retention right if the counter-claim is based on the same contractual relationship.

8. Applicable law, court of jurisdiction, partial nullity

The legal relationships between MWE and the CP are subject to the law of the Federal Republic of Germany and exclude joint UN commercial law (CISG).

If nothing further has been agreed in writing, the place of fulfilment and jurisdiction for all disputes is the MWE business address.

If any individual provisions of these General Terms and Conditions are or become ineffective or void, this does not affect the validity of the other provisions. In place of the ineffective provision, the legally effective provision that comes as close as possible to the economic purpose of the ineffective provision is considered to be agreed.