

I. General information

These General Terms and Conditions apply for all present and future business relationships between the contractual partner and us. We hereby explicitly oppose any diverging, conflicting or supplementary General Terms and Conditions of the contractual partner; such conditions shall not become part of the Contract – not by acceptance of such a commission either.

II. Exclusive validity of the Conditions, offer and conclusion of the Contract

- Offers and any other information, in particular information relating to prices and delivery periods, are without engagement. Data relating to dimensions, weight and other services, as well as illustrations, are only approximate.
- Subject to modifications in implementation, if conditional on further technical developments or if these do not significantly change the function of the subject matter of the contract.
- The customer is bound to his order until receipt of acknowledgement of order from OKW, but at the longest for 2 months.
- OKW shall only supply goods under these OKW General Terms and Conditions. The General Terms and Conditions of OKW shall be regarded as accepted at the latest on acceptance of the goods and services by the customer.
- Verbal subsidiary agreements, warranties of properties and any alterations to the Contract must be made in writing for them to be effective, including the revocation of this written form requirement.
- The customer himself is responsible for all customs and other formalities relating to deliveries abroad.

III. Terms of price and payment, set-off

- All prices are net prices and apply ex works, excluding freight, expenses and transport insurance, plus statutory VAT. Supplements for transportation and shipment abroad (customs etc.) shall be charged separately to the customer.**

- Unless otherwise stated in the confirmation of order, prices are fixed for intended delivery within 3 months. Otherwise the list prices applicable on the day of delivery shall be charged.
- Our prices are based on current material and personnel costs. Should these costs change by the date of delivery, we explicitly reserve the right to adjust prices.

Our invoices are payable:

**Parts: 14 days from date of invoice, less 2% cash discount, or
30 days net from date of invoice**

Tools: 1/3 with order

1/3 on presentation of reference sample

1/3 10 days after presentation of initial sample

in each case net without deduction of cash discount

- With new customers we reserve the right to ship our goods COD or against payment in advance.
- All payments must be made to us in Euro, free of costs and expenses. Payments to representatives shall not be recognised.
- Should the credit period be exceeded, OKW shall be entitled to charge interest of 8 % above the base interest rate.
- If the customer is more than 10 days in arrears with agreed payment by instalments, the entire outstanding amount then becomes due for immediate payment. Interest, collection costs and bank charges etc. must be paid separately.
- The customer is only entitled to set off payments with undisputed or non-appealable claims. Rights of retention can only be asserted from the same contractual relationship, and only from customers who are not traders.

IV. Delivery dates and shipments

- Delivery dates shall be adhered to as far as possible. OKW shall accept no liability for delays caused by force majeure, nor for other delays, unless the customer can prove gross negligence on the part of OKW.
- The delivery period shall begin after receipt of all documents required for the execution of the order (dimensioned drawings, films etc.), after clarification of all questions required for the execution of the order and after receipt of any advance payment that may have been agreed.**
- External suppliers are not vicarious agents of OKW; OKW accepts no liability for their conduct with respect to punctual delivery.
- If an agreed delivery date is exceeded by more than four weeks, the customer must give OKW an additional respite of three weeks by means of registered mail/advance of receipt.
- Part deliveries are permissible, as are variations in quantity of up to +10%.**
- For customer-specific processing of parts the tolerance +/- 0.3 mm is valid for all dimensions < 30 mm to the reference edge, all other dimensions are subject to DIN ISO 2768m T1.**
- For special manufacturing, that is, for any deviation from our standard range, the customer must accept the quantity produced in the event of excess delivery up to a maximum of 10 %. For ordered quantities that must neither be exceeded nor be short, the customer must point this out at the latest when placing the order; OKW reserves the right to demand a surcharge on the purchase price.**
- For a framework contract, we insist on acceptance of the entire agreed quantity within the defined acceptance period. For parts accepted up to this point in time, our written delivery offer is sufficient to make our claim due. If payment of the remaining quantity not be effected within a period of 4 weeks from the date of issue of our invoice, we are entitled, but not obliged, to utilise the parts otherwise, crediting our claim with any revenues from such utilisation.**
- Shipment shall be effected at the risk and expense of the customer. The latter must also bear all ancillary costs of shipment (customs duties, insurance etc.). In all cases, the risk passes to the customer when the goods are handed over to a third party. If the customer is more than 14 days in arrears with the fulfilment of his obligations to accept, pay or provide securities after advice that the goods have been made available, OKW shall grant an additional period of respite of 14 days. If this additional period also expires without result, OKW can either withdraw from the contract or claim compensation for non-performance. In the latter case, OKW can either claim the actual damage or a lump sum as compensation in the amount of 15 % of the contract price, unless the customer can prove that the damage caused was lower or that no damage was caused at all. Furthermore, OKW can dispose freely of the contractual goods.
- OKW can freely select the manner of shipment, to the exclusion of any liability for the selection. If a certain forwarding agent or other shipping instructions are specified by the customer, we reserve the right to charge a handling fee.

V. Reservation of ownership

- All goods delivered shall remain the property of OKW until full payment of the agreed prices and of all claims already specified by OKW at the point in time of delivery, and shall only be given to the customer on loan until the reservation of ownership has been dissolved.
- As long as the reservation of ownership applies, the further sale of the goods as well as pledging, transfer by way of security, leasing or other temporary permission given to third parties to use the goods is only permitted with the authorisation of OKW.
- With immediate effect, the customer shall assign to OKW his claims arising from a further utilisation of the goods or temporary assignment to third parties in the amount corresponding to the sum of all claims to which OKW is entitled, in accordance with Section V. 1. of these Terms. In the event of further utilisation together with objects not belonging to OKW, the claims shall be assigned proportionally to OKW.
- If reselling is permitted, the customer may collect the sum due for OKW. OKW shall not make any use of the collection power to which it is entitled as long as the customer performs his obligations vis-à-vis OKW.
- If the customer processes the supplied goods to create a new object, or if he installs it in an object of a third party, this shall be done on behalf of OKW. This means that no acquisition of ownership by the customer as defined in § 950 German Civil Code takes place, on the contrary, OKW is entitled to joint ownership in accordance with § 947 German Civil Code. The right to joint ownership acquired by OKW in these cases is determined according to the relation between the values, at the time of the combination, of the goods supplied by OKW, on the one hand, and the other goods on the other hand.
- If the claims made by OKW are not fully paid after the due date or after a period of respite has been set, the customer's right to use the goods lapses, and OKW is then entitled to remove the goods from the custody of the customer.
- If the value of the securities to which we are entitled exceeds our total claims by more than 20 %, we are obliged, at the request of the customer or of a third party prejudiced by our excess securities, to release the securities at our discretion up to this specified value limit.

VI. Notice of defects

- Notices of defects and other complaints must be filed in writing directly with OKW within delay, but at the latest within a cut-off period of one week after receipt of the goods. Latent defects must be asserted in the same way as soon as they have been detected.

- Despite the filing of a notice of defects, traders cannot assert any right of retention.
- The customer must reimburse OKW for the costs of any unjustified notices of defects.

VII. Warranty

- For defects in goods delivered by us, we shall initially meet our warranty obligations through rectification or through delivery of substitute goods, at our discretion.
- Should our attempts to meet our warranty obligations finally prove unsuccessful, our contractual partner can always claim reduction of the purchase price or rescission of the contract (withdrawal). The contractual partner is not entitled to withdraw from the contract, however, in the event of only minor violations of the contract, in particular in the event of only minor defects.
- Obvious defects must be reported in writing immediately on receipt of the goods; otherwise no warranty claims can be accepted.
- Our contractual partner shall bear the full burden of proof for all preconditions for claims, in particular for the defect itself, for the existence of the defect at the point in time of passage of risk and for the timeliness of the notice of defects.
- Should our contractual partner choose to rescind the contract on account of a legal or material defect after attempts to meet the warranty obligations have failed, he is not additionally entitled to claim for damages on account of the defect. Should our contractual partner choose damages after attempts to meet the warranty obligations have failed, the goods shall, at our discretion, remain with the contractual partner, if this can reasonably be expected of him. Damages are then limited to the difference between the purchase price or factory wages and the value of the defective goods, insofar as malice on our part cannot be proved.
- The warranty period is two years from the date of delivery of the goods. If our product is used in multiple shift operation, the warranty period is eight months from delivery.
- Generally speaking, only the product description of the manufacturer is considered to be agreed as far as the nature of the goods is concerned. Public statements, recommendations or advertising by the manufacturer do not represent any contractual statement concerning the nature of the goods.
- The contractual partner shall not receive any guarantees in the legal sense from us.
- Parts that have been replaced shall become our property.
- In particular, we cannot accept any warranty for cases of unsuitable or incorrect use, incorrect assembly or startup by our contractual partner or by third parties, natural wear and tear, incorrect or negligent treatment, incorrect maintenance, unsuitable operating resources, chemical, electrochemical or electrical influences etc.
- No warranty claims can be accepted if our contractual party or a third party carries out improper rectification of defects. The same applies for any alterations made to the goods delivered without our prior authorisation.
- If the use of the delivered goods leads to infringements of industrial property rights or copyright within Germany, we shall generally guarantee, at our expense, our contractual partner's rights to continue using the goods, or we shall modify the delivered goods in such a way that the infringement of industrial property rights no longer exists. If this should not be possible on economically reasonable conditions or within a reasonable period of time, our contractual partner and we are both entitled to rescind the contract. Furthermore, we shall indemnify our contractual partner against undisputed or legally established claims by the respective owner of the industrial property right. The above obligations are final and only apply if the contractual partner notifies us without delay of claimed infringements of industrial property rights or copyright, supports us to a reasonable extent in warding off the asserted claims and/or allowing us to carry out modification measures, if all defence measures including out-of-court settlements are reserved, if the defect of title is not based on an instruction from our contractual partner and the legal infringement was not caused by our contractual partner effecting unauthorised alterations to the goods delivered or using them in a manner not conforming to the contract.
- The goods delivered are subject to design or form modifications, variations in colour as well as alterations to the scope of delivery, insofar as the modifications and variations are reasonable, account being taken of the mutual interests of the parties.

VIII. Liability and compensation

- We shall only accept liability for damage that has not been suffered by the delivered object itself – for whatever legal reasons – only in cases of intent, of gross negligence on the part of our organs or executive employees, of culpable injury to life, body and/or health, of defects which we have maliciously concealed or whose absence we have guaranteed, and of defects in the delivered goods, insofar as liability is accepted in accordance with the Product Liability Law for personal injury or material damage to privately used objects.
- In the event of the culpable violation of essential contractual obligations we shall also accept liability for the gross negligence of non-executive staff and for slight negligence, limited in the latter case to contractually typical, reasonably predictable damage.
- In other respects, insofar as the damage is covered by an insurance taken out by the contractual partner for the claim concerned, we shall only accept liability for any related disadvantages, e.g. higher insurance premiums or the like.
- If, in accordance with the above provisions, our contractual partner is entitled to replacement of damage caused by delayed performance, this is limited to a maximum of 5 % of the agreed purchase price or factory wage. If, in accordance with the above provisions, our contractual partner is entitled to compensation instead of performance, the claim is limited to a maximum of 25 % of the agreed purchase price or factory wage.
- No further claims by the contractual partner can be accepted.
- If we are entitled to claims for damages against the contractual partner, these shall amount to a flat rate of 15 % of the agreed purchase price or factory wage, unless we can prove that the damage suffered was greater or our contractual partner can prove that the damage suffered was less.

IX. Statute of limitations

All claims by the contractual partner, for whatever legal reason, become statute-barred after twelve months, insofar as the law does not provide for a shorter period of limitation. The statutory periods apply for wilful or malicious conduct as well as for claims based on the Product Liability Act. They also apply for defects in a building or for goods which, in accordance with their normal use, were used for a building and whose defectiveness we have caused.

X. Tools

- The agreed tool costs represent part-costs. They do not include intellectual and design work, running in, continuing maintenance, care, insurance, storage etc. The tools shall remain the property of OKW. The customer may only call for the return of the tools if this has been explicitly agreed beforehand.
- If the customer does not place any order for parts in accordance with the order within 6 months, OKW is also entitled to charge the difference between the agreed tool costs and the actual tool costs.
- OKW is not generally obliged to store the tools after the last shipment.
- If larger quantities are bought than intended at the time the contract was signed, the customer shall assume the costs for overhauling the tools or for constructing new tools.
- If OKW has to deliver goods according to drawings, models and patterns of the customer, or using parts provided by the customer, the customer must ensure that no third-party industrial property rights are infringed. The customer must indemnify OKW against claims by third parties and must compensate OKW for any damage arising through infringement of industrial property rights. If a third party prohibits OKW from manufacturing or delivering goods, invoking an industrial property right, OKW is entitled to suspend work without having to examine the legal situation.

XI. Final Provisions

- All legal relations between the contractual partner and us shall be exclusively subject to the laws of Germany, to the exclusion of the UN Sales Convention.
- The place of jurisdiction is the court locally and materially competent for our headquarters, and at our discretion also Mosbach Regional Court.
- If individual provisions of the contract with our contractual partner, including these General Terms and Conditions, are or should become legally ineffective, in full or in part, this does not affect the effectiveness of the remaining provisions. The fully or partly invalid provision shall be replaced with a provision likely to achieve the same economic success as the invalid provision, as far as possible.