

General Terms and Conditions of Sale

of Köster GmbH, Machine and Mold Construction, Robert-Bosch-Straße 4,
D-74182 Obersulm-Willsbach

§ 1 Scope of application

- (1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers ("Buyer"). The GTCS only apply if the Buyer is an entrepreneur (§ 14 BGB).
- (2) The GTCS apply in particular to contracts for the sale and/or delivery of electrically, pneumatically or hydraulically driven machines or parts thereof ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the latest version of the GTCS shall also apply to all subsequent transactions, without this having to be expressly mentioned or agreed at the time they are concluded.
- (3) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of Business shall only become part of the contract if and insofar as we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's GTCS.
- (4) Legally relevant declarations and notifications by the Buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail). Legal formal requirements and further evidence, in particular in case of doubt about the legitimacy of the declarant, remain unaffected.

§ 2 Quotations, orders

- (1) Our quotations are - in particular with regard to quantity, price and delivery time - always subject to change and non-binding.
- (2) The order of the goods by the Buyer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within two weeks of its receipt by us.
- (3) Orders placed by the Buyer shall only be deemed accepted when we have confirmed them in writing. If we do not specifically confirm in writing a contract concluded orally or by telephone, the invoice issued by us shall be deemed to be the confirmation.

§ 3 Delivery period and delay in delivery

- (1) Stated delivery periods are always non-binding unless expressly agreed otherwise in writing.
- (2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this without delay and at the same time inform him of the expected new delivery deadline. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately refund any compensation already paid by the Buyer.
- (3) The occurrence of our delay in delivery shall be determined in accordance with the legal regulations. In any case, however, a reminder by the Buyer is required. If we are in default of delivery, the Buyer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but in total not more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has not suffered any damage at all or that the damage is significantly less than the aforementioned lump sum.
- (4) The rights of the Buyer pursuant to § 8 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 4 Delivery, transfer of risk, acceptance, default of acceptance

- (1) Delivery shall be ex works, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping routes, packaging) ourselves.
- (2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. Otherwise, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the Buyer is in default of acceptance.

§ 5 Prices and terms of payment

- (1) Unless otherwise agreed in individual cases, our prices current at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax, if any.