

GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALE
applicable towards companies (as of June 1st, 2019)

Translation of the General Terms and Conditions of Delivery and Sale.
The german version prevails.

Baustahlgewebe Services GmbH

Preamble

Our deliveries and services will also be effected exclusively on the basis of the following terms and conditions even if we do not refer to them on a case-by-case basis. The complete or partial exclusion of their applicability requires an explicit written agreement for the individual business transaction. General terms and conditions of business, in particular the customer's terms and conditions of purchase do not apply to our deliveries and services. They are also non-binding for us, if we do not object to them in each individual case; we hereby object to them. Our General Terms and Conditions of Delivery and Sale are deemed accepted at the latest upon acceptance of the goods or service.

I. SCOPE OF THE DELIVERY OBLIGATION

1. Our offers are, even when provided at the request of the buyer, non-binding. A legally-binding contractual relationship with the buyer only comes into existence if the order has been confirmed in text form, which can be done via telefax, with a computer-written document without a signature or by e-mail; the same applies for any modifications or additions to the contract.

Our order confirmation in text form is relevant for the scope, type and period of delivery.

2. We reserve the right to changes in construction and implementation of our products. Our catalogues and or presentation of goods on the internet are constantly revised. Illustrations and drawings contained therein are non-binding and not part of the quality stipulated therein. Further, they are not deemed as guarantee for durability or quality.
3. The documents related to the offer, like drawings, data sheets, illustrations, plans, files etc. are only approximate, unless expressly designated as binding. The documents remain our property; we reserve all rights therein. They may not be made accessible to third parties without our written consent and must be returned to us at any time upon request.
4. Call orders must be retrieved and accepted in due time and in the stipulated partial quantities. In case of retrieval orders without agreements regarding terms, batch sizes and acceptance dates, the customer must make binding specifications in this respect not later than one (1) month after the order confirmation. If the customer does not meet this obligation, we may set a grace period of two weeks and withdraw from the agreement or reject the delivery and claim damages after fruitless expiry of the grace period. The complete quantity ordered in the retrieval order must in any case be accepted and paid by the customer within 6 months after the purchase order unless otherwise agreed.

If the contractual quantity is exceeded by the individual retrievals, we may deliver the excess quantity but are not obliged to do so. We can charge the prices applicable upon retrieval or upon delivery for the excess quantity.

5. Qualities and dimensions are subject to the DIN/EN standards, construction-supervisory approvals and material data sheets or, in the absence of such, trade practice. References to standards, material data sheets or work test certificates and information on qualities, measures, weights, usability are not warranties, nor are they guarantees or declarations of conformity, manufacturer's declarations or corresponding marks like CE and GS.
6. The Incoterms as applicable are relevant for the interpretation of trade terms in case of doubt.

II. PRICE

1. The prices apply for the services and goods listed in the order confirmation and are shown in EUROS. The legal V.A.T. in its relevant applicable amount will also be added to the invoice. Additional and special services will be charged separately.
2. The prices are ex works without insurance, customs, fees and other levies and exclusive of packaging for domestic deliveries and deliveries abroad.
3. Provided that the agreed-upon prices are based on our listed prices and that the delivery should only take place after more than four months after the conclusion of the contract, our listed prices valid at the time of delivery will apply. Surcharges and subsequent charges to the agreed fee are allowed if circumstances like e.g. material costs or wage or energy cost increases, increases in public charges etc. force us to charge them and the delivery or service is to be effected later than 4 months after conclusion of the agreement. In case of other increases in prices, the customer has a right of withdrawal if the price has increased considerably more than the general costs of living. Deliveries from follow-up contracts which take place after a change in prices are subject to the new prices without the customer having a right of withdrawal.
4. If an acceptance is agreed, it can only be effected in the supply plant or our warehouse immediately upon notification of the readiness for acceptance. The customer bears the costs of acceptance.
5. If the acceptance is not effected in due time or in full through no fault of ours, we may send the goods without acceptance or store the goods at the risk and expense of the customer and charge the customer in this respect.

III. DELIVERY

1. The delivery period begins upon sending of the order confirmation but not before clarification of all details of the order implementation and not before receipt of the stipulated advance payment or provision of materials; the delivery dates are specified by us subject to our own supply by our suppliers. The delivery period is complied with if - by expiry of such period - the object of delivery was brought to shipment or collected or if a notification of readiness for dispatch was made, if the dispatch is not effected through no fault on our part.
2. Force majeure and other events for which we are not responsible and which may impair the smooth processing of the order, in particular defaults of delivery of our suppliers, disturbances of traffic and operation, labour disputes, lack of materials or energy, high or low water on the shipping lanes, availability of wagons etc. entitle to to completely or partially withdraw from the agreement or to postpone the delivery without any claims for compensation for the customer arising in this respect. In particular, this includes, but is not limited to, when there are low water levels in the Rhine and it has been agreed upon that the goods will be transported over the Rhine. For the purposes of this provision, periods of low water are defined as being periods when the level at the river gauge in Kaub is <80 cm, regardless of whether the goods will be transported past here or not. The customer may demand a declaration from us as to whether we want to withdraw or perform the agreement within a reasonable period of time. If we fail to make a declaration, the customer may withdraw from the agreement.

We are still not responsible for the above-specified events or circumstances even if they incur during a default of delivery which has already incurred.

3. In the event of a default of delivery for which we are responsible, we must be granted a reasonable grace period. Upon expiry of this period, the customer may claim damages and/or withdraw from the agreement within the framework of the legal provisions in compliance with its obligation of mitigation of damage if the goods are not notified as ready for dispatch or delivered by expiry of the period. There is no right of withdrawal if we are not responsible for the default of delivery, i.e. the breach of the delivery period.

4. The customer is only entitled to claims for damages instead of performance if the cause of damage is based on intention or gross negligence on our part. This does not apply in case of a fixed-date transaction.
5. Delivery obligations and delivery periods are dormant as long as the customer is in default with the acceptance of the goods or any other obligations, without affecting our rights under the customer's default, or as long as the customer has exceeded a credit limit granted by us. In this case, the risk of accidental loss or accidental deterioration also passes to the customer at the time at which the customer defaults.
6. The originally stipulated delivery period is revoked if a change in the purchase order is effected with our written consent.
7. Reasonable partial deliveries and deviations (max. +/- 5 %) from the order quantities are allowed if they are reasonable for the customer in consideration of the customer's interests.
8. The weighing performed by us or our upstream supplier is decisive for the weights and the consequent calculation of prices. The proof of weight is rendered by presentation of the weighing slip, the delivery note with weight specification or a comparable document. If legally permitted, weights can be determined without weighing in accordance with the standard. The customary increases and decreases (commercial weights) remain unaffected. Quantities, bundle numbers etc. specified in the notification of dispatch are non-binding in case of goods calculated by weight. If individual weighing is not customary, the complete weight of the shipment will apply. Any difference with regard to the calculated weight of the individual unit shall be proportionally allocated to them.

IV. SHIPMENT

1. The dispatch is basically effected at the risk and expense of the customer from a place determined by us.
2. The type and route of dispatch are selected by us at our free discretion. Additional costs for stipulated special requests of the customer are borne by the customer. We do not assume any obligation for the most inexpensive dispatch option.
3. If the dispatch or the delivery is postponed upon request of the customer, we may set the customer a reasonable acceptance period, and demand acceptance immediately as well as claim damages due to the default after fruitless expiry of such grace period.
4. Goods notified as ready for dispatch according to the agreement must be retrieved immediately. Otherwise, we may, at our election, send the goods after a reminder at the customer's risk and expense or store the goods and charge them immediately.
5. If the transport on the intended route or to the stipulated place in the stipulated period becomes impossible or considerably more difficult through no fault on our part, we may deliver in another way or to another place; the relevant additional costs will be borne by the customer. The customer is given the opportunity to give a statement beforehand.
6. Upon handover of the goods to a carrier or freight forwarder but no later than upon leaving the warehouse or the supply plant, the risk, also the risk of seizure of the goods, passes to the customer for all transactions, also for prepaid or free domicile deliveries.
7. The goods are delivered unpacked and not protected against rust. We take care of the stipulated packaging, means of protection and/or transport aids based on our experience at the costs of the customer. These will be taken back to our warehouse. We do not assume any costs of the customer for their return transport or disposal of the packaging by us.

V. TERMS OF PAYMENT

1. The relevant stipulated conditions apply for payment.
2. We send invoices for our deliveries and services to the customer exclusively in structured, non-amendable and machine-readable form (for example, but not limited to PDF, EDI or ZUGFeRD-XML files) electronically via email or a comparable electronic means of transmission. The customer must ensure that the invoices forwarded electronically to the customer by us to the email (or comparable) address of the customer can be delivered. The customer must adapt its technical installations like filter programmes or firewalls accordingly. Any automated electronic replies to us (e.g. out of office notes) must not be considered by us and do not conflict with a valid delivery of the invoices.
3. The customer bears the costs of its payment, in particular all types of bank fees and costs.
4. Cheques are only accepted under usual reserve. The date on which we can dispose of the amount is deemed as date of performance for all types of payment.
5. If payments are deferred or made later than agreed, interest in the amount of 9 percentage points above the relevant base rate is charged for the period of deferral without a reminder being required. We reserve the right to assert further damages due to the default. The customer may provide evidence for lower damages due to the default. Furthermore, we charge a reminder flat-rate of € 40,- according to the legal provisions.
6. The customer may not offset against counterclaims unless the claims are recognized by us, undisputed or established in law. The customer does not have any right of retention with respect to contested counterclaims either.
7. All our claims fall immediately due when the terms and conditions of payment are not complied with or we gain information about circumstances which could reduce the customer's creditworthiness. We are also entitled to perform outstanding deliveries only against payment in advance or provision of securities or to withdraw from the agreement and/or claim damages in lieu of performance after a reasonable grace period. We may also ban the resale or processing of the delivered goods and demand the return of such goods or the transfer of the direct ownership of the delivered goods at the customer's expense and revoke the direct debit authorization according to Section IX.7. The customer entitles us already now to enter its business premises and remove the delivered goods in the above-mentioned cases.
8. Payments are basically offset against the oldest invoice due for payment. As long as an older invoice is still outstanding, the customer may not claim an agreed cash discount when paying more recent invoices.
9. Should it become apparent upon conclusion of the agreement that our claim for payment is jeopardized or if the customer is in default of payment or if other circumstances occur which imply a considerable deterioration of the customer's solvency upon conclusion of the agreement or if the credit limit accepted by us or the commercial credit limit drawn by a commercial credit insurer is reached, we have the rights under Section 321 BGB [*Bürgerliches Gesetzbuch* = German Civil Code]. The same applies to a liability sum agreed between the parties. We may also call due all claims under the current business relationship which are not yet due.

VI. COMPLAINTS AND NOTIFICATIONS OF DEFECT

1. Complaints on grounds of incomplete or incorrect delivery or notifications of defects due to visible defects must be made towards us in writing and immediately, but no later than within one week, upon receipt of the goods. Other defects must be notified immediately but not later than within 2 weeks upon identification in writing.

If complaints or notifications of defect are not made in due time, warranty claims are excluded. In case of notification in due time, we are obliged to warranty under section VII.

2. In case of transport damages, the customer must provide us with a damage assessment of the railway or post company or such assessment of the transporter or a bill of lading.
3. Defects of a part of the delivered goods do not entitle the customer to complain about the complete delivery, unless the partial delivery is not of interest for the customer.

VII. WARRANTY

1. In case of defects of the objects of delivery, we may - at our election - remedy the defect or perform a replacement delivery within a warranty period of 12 months. This does not apply if longer periods are mandatory by law. In case of remedy of defects, we are obliged to bear the expenses required for remedying the defect according to the legal provisions, unless such costs increase because the object of delivery was brought to a place other than the place of performance.
2. The customer must grant us the time and opportunity required according to our equitable discretion for the removal of defects. Replaced parts become our property.
3. If the subsequent performance fails, we let a reasonable grace period granted to us in this respect pass without making a new delivery or remedying the defect or if the subsequent performance is impossible or refused by us, the customer is entitled to withdraw or a reduction as in case of inability to subsequent performance by us.
4. The warranty does not relate to defects and/or damages as a consequence of natural wear, neither to defects and/or damages due to incorrect or negligent treatment, excessive use, unsuitable utilization, wrong handling etc. and due to such influences, which are not provided for by the agreement, provided that we are not responsible for the damages.
5. The warranty entitlement may not be transferred to third parties without our consent.
6. In case of amendments and repair works at the objects of delivery performed improperly by the customer or third parties, we are not liable for the defects incurring in this respect.
7. For any essential third-party products, our liability shall be limited to the assignment of warranty claims to which we are entitled from the supplier of the third-party product, unless satisfaction out of the assigned fails or the assigned claim cannot be asserted for other reasons.
8. Further claims of the customer against us on whatever legal grounds, in particular, a claim for compensation of damages which do not arise and/or exist at the delivered goods themselves (e.g. loss of profits, consequential damages, other financial damage) are excluded unless otherwise regulated in the following; this exemption from liability does not apply if our liability is mandatory due to intention, gross negligence or based on a guarantee promise or if we have violated an essential contractual obligation and in case of injury to life, body and health.

In case of a negligent but not grossly negligent violation, our liability is limited to the amount of the typical, foreseeable damage.

9. The above-specified provisions apply correspondingly to deliveries of goods other than the contractual goods.
10. In case of goods sold as declassified material, the purchaser does not have any rights under material defects with respect to the specified declassification grounds and such defects which the customer must reasonably expect. When selling such goods, our liability for material defects is excluded.

VIII. LIABILITY, LIMITATION

1. Exclusion and limitation of our liability to pay damages as regulated in Section VII.8. also apply correspondingly to events of our obligation to pay damages on grounds of violation of obligations under contractual or similar to contractual obligations and from tort. Claims under Sections 1, 4 of the German Product Liability Act and for performance impediment upon conclusion of the agreement or accountable impossibility of performance remain unaffected. This exemption from liability does not apply if our liability is mandatory due to intention, gross negligence or based on a guarantee promise or if we have violated an essential contractual obligation and in case of injury to life, body and health.
2. If our personal liability to pay damages is excluded or limited, this applies also to the personal liability of our entities, staff members and performing or vicarious agents.
3. The claims of the customer specified in para 1 become basically time-barred after 24 months from the end of the year of transfer of risk. If the statutory limitation period is shorter than 24 months, such period applies to the relevant claims of the customer. The reduction of the limitation period does not apply to claims from tort or product liability.
4. The legal regulations regarding the burden of proof remain unaffected.

IX. RETENTION OF TITLE

1. All delivered goods remain our property (goods subject to retention of title) until all of our claims against the customer under the business relationship, in particular also the relevant balance claims, are settled. This applies also if payments are made for specifically designated claims.
2. In case of combining and mixing of the goods subject to retention of title with other goods by the customer, we have co-ownership of the new object in accordance with the ratio of the invoice value of the goods subject to retention of title to the other goods used. If our title expires due to the combination, the customer transfers their title to the new object to us already now to the extent of the invoice value of the goods subject to retention of title and keeps them for us free of charge. The co-ownership rights arising in this respect are deemed as goods subject to retention of title in the meaning of para 1. We accept the transfer.
3. The customer may only sell the goods subject to retention of title in the ordinary course of business and at the customer's terms and conditions of business, if they include a comprehensive retention of title corresponding to these provisions and as long as the customer is not in default and provided that the claims under the resale according to paras 4 and 6 pass to us. The customer is not entitled to any other disposal of the goods subject to retention of title, and it is in particular stipulated that the entitlement to dispose of the goods subject to retention of title must be revoked immediately if an insolvency proceeding is requested against the customer's assets or if liquidation has been initiated.
4. The claims of the customer under the resale of the goods subject to retention of title are assigned to us already now. They serve as security to the same extent as the goods subject to retention of title. We hereby accept the assignment.
5. If the goods subject to retention of title are sold together with other goods not sold by us, the assignment of the claim under the resale only applies in the amount of our invoice value of the relevant goods subject to retention of title which are sold. If we sell goods in which we hold co-ownership shares according to section 2, the assignment of the claim applies in the amount of such co-ownership shares.
6. If the goods subject to retention of title are used for performing a contract for work, paras 4 and 5 apply correspondingly to the claim under this agreement.
7. The customer may collect claims from the sale according to paras 3, 5 and 6 until revocation by us which is possible at all times. We will only exercise the right of revocation in the events under para

3 and section V.6. The customer may not assign claims in any other way in any case. Upon request by us, the customer is obliged to inform its buyer immediately about the assignment to us - if no notification is made by us - and to provide us with the information and documents required for collection. Goods subject to retention of title must not be pledged or transferred by way of security by the customer.

8. Our retention of title is conditional in that the title to the goods subject to retention of title passes immediately to the customer upon payment of all claims in full and the assigned claims vest in the customer without limitation. If the value of the existing securities exceeds the value of the secured claims by more than 20 % in total, we must release securities in the relevant amount at our selection at the request of the customer. Their realisable value as security value is relevant for the valuation of the securities.
9. Prior to any attachment or any other jeopardizing or impairment of our rights of ownership and claim by third parties, the customer must inform us immediately and provide us with the attachment protocols or other documents and do everything in its power in order to safeguard our rights.
10. We may at all times enter the warehouse and business premises of the customer in order to remove, sort out or mark the goods subject to retention of title. Upon request, the customer must provide us with all useful information required on the goods subject to retention of title and forward the required documentation. The customer is obliged to insure the goods subject to retention of title comprehensively in our favour at the customer's expense and to provide evidence for the insurance upon request. The customer assigns all insurance claims arising in this respect to us already now; we accept the assignment.
11. The assertion of our retention of title is not deemed as withdrawal from the agreement. The customer's right to own the goods subject to retention of title expires if the customer does not comply with its obligations under this or any other contract. In this case, we may take possession of the goods subject to retention of title ourselves and exploit them in the best possible way by sale on the free market or by way of an auction independent of payment and other obligations of the customer towards us. The proceeds of the exploitation are offset against the customer's liabilities after deduction of the costs. Any surplus must be paid out to the customer.
12. If the retention of title or the assignment is not valid under the laws applicable to the region in which the goods are situated, the security corresponding to the retention of title or the assignment is deemed agreed in this region. If this requires the cooperation of the customer, the customer must take all measures which are required in order to create and maintain such rights.

X. OTHER CONDITIONS

1. 69412 Eberbach is the place of performance and place of jurisdiction for both parties to the agreement. We are also entitled to sue the customer at the customer's place of general jurisdiction.
2. All legal relations between us and the customer are exclusively governed by the laws of the Federal Republic of Germany.
3. Should individual provisions of these terms and conditions and the contractual provisions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions must be reinterpreted in such a way that the intended legal and economic purpose can be reached with such provisions. The same applies if a loophole which requires filling arises upon execution of the agreement. The contractual parties undertake to replace the invalid provisions immediately by legally valid agreements and to fill the loophole.
4. The data of the customer are stored by us within the framework of the purpose of the contractual relationship.