

Terms and Conditions of Sale

§ 1 Scope of applicability

- 1.1 These Terms and Conditions of Sale apply exclusively. Any terms of the Purchaser which contradict or differ from ours shall not be recognized.
- 1.2 Our Terms and Conditions of Sale shall apply solely towards entrepreneurs within the meaning of Section 310 of the German Law on General Terms and Conditions of Business (BGB).
- 1.3 Our Terms and Conditions of Sale shall also apply to all future business transactions with the Purchaser.

§ 2 Offers – Purchase orders

- 2.1 Our offers are always submitted without obligation and constitute merely a request for a customer to place an appropriate order. None of the particulars stated in catalogues, price lists, brochures etc. are binding. The currently valid version of catalogues, data sheets and electronic media can be accessed at any time on our homepage at www.norwe.de. We reserve the right to make changes to delivery items in line with further technical developments provided such changes are not unreasonable for the Purchaser and do not jeopardize the purpose of the contract. We draw attention to the fact that as a result of further technical developments, the actual condition or status of items may deviate from depictions in catalogues.
- 2.2 Technical data of third parties (e.g. UL cards, material characteristics) is provided for information purposes only and may change at any time without any prior notice on our part.
- 2.3 NORWE retains right of ownership and copyright to cost estimates, drawings and other documents.
- 2.4 If we are to deliver objects according to drawings or samples which are given to us by the Purchaser, the Purchaser shall assume responsibility vis-à-vis NORWE that third-party copyrights and proprietary rights of any kind are not infringed through the production and delivery of the objects. In the event of any infringements of such rights the Purchaser shall indemnify us from all claims asserted by third parties.
- 2.5 Placing a purchase order with NORWE is a binding offer submitted by the Purchaser. If it chooses, NORWE may accept this offer within two weeks by sending an order confirmation to the Purchaser or by sending the goods ordered to the Purchaser within this period.

§ 3 Prices and payment

- 3.1 Prices apply ex factory excluding packing plus the statutory value added tax. The costs of packing and the value added tax will be invoiced separately.
- 3.2 We reserve the right to amend our prices accordingly if, after the conclusion of contract, cost cuts or cost increases occur, in particular as a result of collective wage agreements or changes in the prices of materials, energy costs and carrying costs. We will provide the Purchaser with evidence of the same on request.
- 3.3 Appropriate part deliveries and reasonable deviations from the purchase quantities of up to $\pm 10\%$ are permitted.
- 3.4 In the case of call orders, the maximum period of time during which calls can be made under the order is one year from the order being placed. After a period of 12 months, regardless of the volume of the order that has been called forward up to that time, the entire outstanding amount of the order value will be invoiced, with payment due immediately and the whole order will be delivered.
- 3.5 The minimum order value is 120 € and for orders with several part deliveries the minimum value for each call is 500 €.
- 3.6 Unless otherwise agreed, the invoice amount is due for payment immediately after receipt of the invoice. We draw attention to the fact that where prepayment is agreed, we will only begin production of the delivery items when payment has been received by us. The agreed delivery periods will be extended accordingly. The deduction of discount from the invoice is prohibited. Payments shall always be applied to the earliest, still-open invoices. Any bank charges incurred at the Purchaser's bank are to be borne by the Purchaser. Payment by cheque is barred. Should we nevertheless accept a cheque in payment, a handling fee of 50 € will be charged.
- 3.7 Partial tooling costs are payable immediately net cash 50 % with order and 50 % net cash on receipt of outturn samples.
- 3.8 In the event of the Purchaser's cessation of payments or bankruptcy the claim to the purchase price shall be immediately due for payment. Interest after due date amounting to 5 % shall be charged according to Section 353 of the German Commercial Code (HGB). If the Purchaser falls into arrears with payments, default interest shall be charged to the amount of 8 % above the respective basic interest rate of the Deutsche Bundesbank. NORWE reserves the right to assert higher damage caused by default.
- 3.9 Counterclaims may only be offset from our invoices if such counterclaims have been allowed by us, are undisputed or have already been recognized by declaratory judgement in court.
- 3.10 The Purchaser shall only be authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

§ 4 Tool elements

- 4.1 The tool elements for moulds and pinning devices produced by NORWE to execute orders remain in NORWE's possession and ownership.
- 4.2 After the end of production, tool elements will be kept ready for production for a period of 2 years. Unless agreed otherwise, care and maintenance of the tool elements will cease after the end of the 2-years period, but the tool elements will be stored for a further 5 years. In the event of production being resumed after these periods, additional costs will be incurred.

§ 5 Delivery

- 5.1 The clarification of all technical issues and the timely and proper discharge of the Purchaser's obligations is a prerequisite for the commencement of the delivery period stated by NORWE. The delivery period shall be extended for a reasonable length of time, if unforeseeable events occur which are beyond our control and in cases of force majeure and lockouts during strikes.
- 5.2 The dispatch of our goods is effected expressly for the account and at the risk of the Purchaser. Upon leaving our premises, the risk of the ordered goods passes to the Purchaser. The same applies in the event of collection at the time of the notification of the readiness for dispatch.

§ 6 Warranty – Liability

- 6.1 The warranty rights of the Purchaser require that the Purchaser has met his obligation to carry out an inspection and give notice of defects according to Sections 377 and 378 of the German Commercial Code (HGB) without undue delay.
- 6.2 With regard to tolerances, the deviations permitted by DIN 16901 (edition 11/1982) and DIN ISO 2768 shall apply.
- 6.3 Should any defect be found in a delivered item for which we are responsible, we shall be entitled to choose either to rectify the defect or to supply a replacement. If rectification of the defect or the delivery of a replacement should prove unsuccessful, the statutory provisions shall apply.

- 6.4 Our liability shall be in accordance with the provisions of law insofar as the Purchaser asserts claims for compensation on grounds of wilful intent or gross negligence, including wilful intent or gross negligence on the part of our representatives or vicarious agents. Where we are not at fault for any wilful breach of contract, our liability for compensation shall be limited to the amount of loss or damage foreseeable and typical for the kind of contract in question.
- 6.5 Our liability shall be in accordance with the provisions of law for any culpable violation of a material contractual duty, the violation of which puts achievement of the purpose of the contract at risk; in this case, however, our liability for compensation shall be limited to the amount of loss or damage foreseeable and typical for the kind of contract concerned.
- 6.6 Where the Purchaser is entitled to compensation for loss or damage in lieu of performance, our liability shall, even in the circumstances referred to in § 6.3, be limited to the amount of loss or damage foreseeable and typical for the kind of contract concerned.
- 6.7 The foregoing shall be without prejudice to our liability for culpable damage or injury to life, limb or health; the same shall also apply to our mandatory liability under the Product Liability Law ["Produkthaftungsgesetz"].
- 6.8 If and to the extent products are to be used in exceptionally security relevant category groups the purchaser has to inform us prior to conclusion of the contract in order to enable us to contract a higher insurance. The purchaser shall indemnify and hold us harmless from any third party's claim which arises due to the purchaser's failure to provide for respective information in due time.
- 6.9 Except as provided otherwise above, all liability on our part is excluded.
- 6.10 The limitation period for claims for defects is 12 months, starting from the passing of risk. This shall not apply in cases where we have acted with wilful intent or have fraudulently concealed a defect or have given warranty concerning the nature or quality of the delivery item.
- 6.11 The foregoing is without prejudice to the limitation period in the case of a right of recourse pursuant to Sections 478 and 479 BGB, which is 5 years starting from delivery of the defective item.

§ 7 Aggregate liability

- 7.1 All other liability for compensation or damages beyond that set forth in § 6 is barred, irrespective of the legal nature of the claim. This shall apply in particular to claims for compensation on grounds of culpa in contrahendo or other breach of obligations or tortious claims for compensation for property damage pursuant to Section 823 BGB.
- 7.2 The limitation set forth in § 7.1 shall also apply if and insofar as the Purchaser, instead of claiming compensation for loss or damage, demands refund of futile expenses in lieu of performance.
- 7.3 Insofar as our liability for compensation is barred or limited, the same shall also apply to the personal liability for compensation of our employees, associates, representatives and vicarious agents.

§ 8 Reservation of title

- 8.1 NORWE reserves the right of ownership to the object delivered until full payment of all receivables under the delivery contract. NORWE is entitled to take back the object delivered if the Purchaser conducts himself in a manner contrary to the terms of the contract. The taking-back of the object delivered shall not be deemed a rescission of the contract unless this is expressly declared in writing.
- 8.2 The Purchaser is obliged to treat the object delivered with care as long as the ownership thereof has not passed to him. As long as ownership has not passed to the Purchaser, he shall notify NORWE in writing without undue delay if an execution is levied upon the object delivered or it is exposed to any other interference by third parties. If the third party is not able to reimburse to us the court and out-of-court costs of a lawsuit according to Section 771 German Code of Civil Procedure (ZPO), the Purchaser shall be liable for the loss incurred by us.
- 8.3 The Purchaser is entitled to resell the reserved goods in the normal course of business. The Purchaser hereby assigns to us now the receivables of the buyer from the resale of the reserved goods amounting to the total invoice amount agreed with us including value added tax. This assignment shall apply irrespective of whether the object delivered was resold without or after processing. The Purchaser shall remain authorized to collect the account receivable even after the assignment. Our authority to collect the account receivable ourselves shall remain unaffected thereby. However, NORWE shall not collect the account receivable as long as the Purchaser meets his payment obligations from the proceeds received, is not in arrears with his payments and particularly if a petition in insolvency has not been filed or there has not been a cessation in payments.
- 8.4 The processing or transformation of the object delivered is always effected by the Purchaser on behalf of NORWE. In this case, the expectant right of the Purchaser to the object delivered shall continue in respect of the transformed object. If the object delivered is processed with other objects not belonging to NORWE, NORWE shall acquire the co-ownership of the new object in the proportion of the objective value of the delivered purchase item to the other processed objects at the time of processing. The same applies in the event of a mixture of the objects. If the mixture is effected so that the object of the Purchaser must be deemed the main object, it is hereby agreed that the Purchaser assigns to us proportionate co-ownership and holds the sole ownership or co-ownership created in such a manner in safe custody on our behalf.
- 8.5 NORWE undertakes to release the collateral due to it at the request of the Purchaser to the extent that the collateral value exceeds the account receivable for which collateral is to be furnished by more than 20 %.

§ 9 Secrecy

- 9.1 The Parties to the contract undertake to treat all undisclosed, commercial and technical details which they gain knowledge of through their business relations as a business secret.
- 9.2 Drawings, models, stencils, samples and similar objects may not be lent to unauthorized third parties nor made accessible in any manner. The reproduction of such objects is only permitted for the purpose of company requirements and according to copyright laws.
- 9.3 The Purchaser may only advertise his business relations with NORWE after obtaining the prior written approval from NORWE.

§ 10 General provisions

- 10.1 The laws of the Federal Republic of Germany (FRG) shall apply to the exclusion of the UN Sales Convention.
- 10.2 The place of performance for supplies and services is Bergneustadt, FRG.
- 10.3 The courts at Gummersbach, FRG, shall have jurisdiction and venue.
- 10.4 Should one of these provisions be or become invalid, or should the contract concluded on the basis thereof contain a lacuna, this shall not affect the validity of the remaining provisions.