

Terms and Conditions of Sale of the NORWE GmbH

§ 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 If our offers do not include an explicit period of commitment, our offers are non binding and constitute only a request to the Purchaser to place a respective purchase order. In such case a purchase order placed with us constitutes a binding offer of the Purchaser. We have the option to accept the offer during a time period of two weeks by way of either sending an order confirmation or delivery of the ordered products.
If our offers are made with binding effect (period of commitment) the conclusion of the contract is effected by the purchase order of the Purchaser.
- 2.2 All general information about our products, in particular provided on the internet at www.norwe.de, is non binding. 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 the product depictions.
- 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 works Bergneustadt excluding packing plus the statutory value added tax (VAT). The costs of packing and the VAT will be invoiced separately. In the case of exemptions from VAT, we reserve the right to invoice the VAT retrospectively if the certificate of exemption is not received by us within 4 weeks.
- 3.2 We will adjust the prices payable under the contract at equitable discretion in line with the development of the costs relevant for the calculation of the price. A price increase respectively a price decrease shall come into consideration, if for example the labour costs according to the tariff, the costs for the procurement of energy or the transport costs on which the calculation is based change. We will demonstrate applicable increases to the Purchaser upon request. A rise just in one category of costs will only be taken into account to the extent no compensation can be made based on declining costs in other categories. The same applies for a reduction in costs in one category if a rise in costs occur in other categories.
Appropriate part deliveries and reasonable deviations from the purchase quantities of up to ± 10 % are permitted
- 3.3 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 for immediate payment.
- 3.4 The minimum order value per order position is 120 € and for orders with several part deliveries the minimum value for each call is 500 €.
- 3.5 We generally render all our invoices online. The Purchaser has a duty to ensure the availability of a serviceable address. Changes of address must be notified to: rechnung@norwe.de without delay.
- 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. Bank charges will be allowed for by a flat-rate charge made for each invoice. Payment by cheque is barred.
- 3.7 All costs related to the preparation of moulds are payable immediately at 50 % (net cash) when placing the order and 50 % (net cash) upon receipt of outturn samples.
- 3.8 In the case of the Purchaser terminates an order prior to the completion of the product pursuant to sec. 648 German Civil Code without having a good cause, we are entitled to charge the Purchaser a lump sum compensation in the amount of 10% of the value of the purchase order. We reserve the right to prove a higher amount in accordance with the terms of sec. 648 German Civil Code. The customers is reserved the right to prove that in the specific case a lower amount is due as the above lump sum amount. The right to demand the lump sum mentioned in sentence 1 applies also in the case of a rightless withdrawal of the Purchaser from a purchase order, in which we expressly reserve all exceeding contractual or statutory claims.
- 3.9 In the case of the Purchaser should cancel an order before completion of the product, a charge of 10% of the order value shall be due and payable. The Purchaser shall, however, have the right to show in any particular case that a lower charge than the flat-rate charge of 10% would be reasonable.
- 3.10 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 judgment in court.
- 3.11 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-year period, but the tool elements will be stored for further 5 years. In the event of production being resumed after these periods, additional costs will be at the expense of the Purchaser.

§ 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. In the event of a collection by the Purchaser the risk of the ordered goods passes to the Purchaser at the time of his notification about 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 Except where a different standard is stipulated in the offer, the tolerances permitted by DIN 16742 (version 10/2013) and DIN ISO 2768 shall be deemed admissible.
- 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 Except as provided otherwise above, all liability on our part is excluded.
- 6.9 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.
- 6.10 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 If 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 10%.

§ 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 shall apply to the exclusion of the UN Sales Convention.
- 10.2 The place of performance for supplies and services is Bergneustadt, Federal Republic of Germany.
- 10.3 The courts at Gummersbach, Federal Republic of Germany, 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.

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Valid: February 2019