

Terms & Conditions:

General terms and conditions of payment and supply

Applicability

1. These conditions of sale apply to business owners, legal entities under public law and separate funds under public law. Our deliveries and services are provided exclusively on the basis of the conditions below. Unless expressly acknowledged by us, the business terms and conditions of the partner have no validity.

General provisions

2. Verbal agreements will be confirmed by the contracting parties in detail and without delay.
3. Orders will become binding upon issuance of our order confirmation.
4. The information and illustrations contained in brochures and catalogues are approximations usual in the industry unless we have expressly stated they are binding.
5. The packaging units specified in the catalogue and in our quotations and order confirmations are the smallest possible and for rationalisation reasons cannot be broken down further. If orders are places for different numbers of pieces, the closest packaging unit will be supplied.

Long-term and call contracts, price adjustment

6. Contracts of indefinite duration may be terminated at 3 months' notice.
7. In the case of long-term contracts (contracts for more than 6 months and contracts of indefinite duration), if there is a significant change in wage, material or energy costs, each contracting party shall be entitled to request an appropriate change in the price in view of these factors.
8. If a binding order quantity is not agreed, our calculation will be based on the non-binding order quantity (target quantity) expected by the partner for a specific period. If the partner requires less than the target quantity, we will be entitled to increase the unit price appropriately.
9. In the case of call supply contracts, unless otherwise agreed, we are to be advised of binding quantities per call at least 6 weeks before the delivery date. Additional costs incurred as a result of a late call or subsequent changes to the call by our partner in relation to time or quantity will be its own expense; our calculation will be the criterion here.

Confidentiality

10. Each contracting party shall use all documents (including samples, models and data) and information obtained under the business relationship only for mutually shared purposes and shall keep them confidential in respect of third parties with the same care as would be exercised towards its own documents and information where the other contracting party has identified them as confidential or has

an obvious interest in keeping them confidential. This obligation will start upon the initial receipt of the documents or information and will end 36 months after the termination of the business relationship.

11. This obligation does not apply to documents and information which are generally known or were already known upon their receipt by the contracting party and involve no obligation of confidentiality, or which are subsequently forwarded to third parties authorised to pass them on or which are developed by the receiving contracting party without being identified by the other contracting party as documents or information requiring confidentiality.

Drawings and specifications

12. If one contracting party provides the other with drawings or technical documentation about the goods to be supplied or their manufacture, these remain the property of the party providing them.

Samples and production materials

13. Unless otherwise agreed, the manufacturing costs for samples and production materials (tools, moulds, templates, etc.) will be invoiced separately from the goods to be supplied. This also applies to production materials which have to be replaced as a result of wear.

14. The costs for the maintenance and proper storage, as well as the risk of damage or destruction of production material, will be borne by us.

15. Where the partner terminates the collaboration during the preparation time for samples or production materials, it will bear all production costs arising until that time.

16. Even if the partner has paid for it, the production material shall remain our property at least until the supply contract has been completed. After that, the partner shall be entitled to reclaim the production material where an agreement has been reached on the timing of the return and the partner has fulfilled all its contractual obligations.

17. We will store the production material without charge for three years after the final delivery to our partner. We will then ask our partner in writing for instructions within 6 weeks on its further use. Our obligation to store the equipment will end if no instructions are received within these 6 weeks or no further order is placed.

18. Customers' production material may only be used for deliveries to third parties with the prior written agreement of our partner.

Prices

19. Our prices are in euros, excluding VAT, packaging, freight, carriage and insurance.

Conditions of payment

20. All invoices become due for payment within 30 days of the invoice date.

21. Where we have clearly supplied defective goods, our partner shall still be obliged to pay for the non-defective quantity. Otherwise, the partner may only offset payment against legally established or uncontested counterclaims.

22. If the payment terms are not met, we shall be entitled to claim default interest on the amount in the invoice at the rate which the bank charges us for account overdraft facilities, said amount being at least 8 percentage points above the base rate of the European Central Bank.

23. In the event of a delay in payment, we may, after written notification to the partner, suspend fulfilment of our obligations until payment is received.

24. Bills of exchange and cheques will only be accepted by agreement, conditional upon fulfilment and on condition of their being discountable. Discount charges will be calculated from the day the invoice amount becomes due. An assurance of the prompt provision of a bill of exchange and cheque, and for the investigation of a protest of a bill of exchange is excluded.

25. Where it becomes apparent after conclusion of the contract that our claim for payment is at risk because of the partner's inability to pay, we may decline to provide the service and set the partner a reasonable deadline by which to make payment or provide security concurrently with delivery. Where the partner declines to do so or the deadline passes without a successful conclusion, we shall be entitled to withdraw from the contract and to demand damages.

Delivery

26. Valid for catalogue articles printed in bold letters: The minimum order value per customer order is 125 € net for delivery ex works. If the minimum order value of 125 € is not reached, there will be surcharge of 14 €. Delivery within Germany takes place as of 250 € CPT, for international deliveries individual terms are applied. Valid for catalogue items not printed in bold letters: The minimum order value per article is at least 500 € net.

27. Compliance with the delivery date or deadline will be based on our confirmation of readiness for despatch or collection. The delivery deadline shall start when we send our order confirmation and shall be extended appropriately where the provisions of article 56 apply.

28. Partial deliveries shall be permitted to a reasonable extent. They will be invoiced separately.

29. Production-related over- or under-deliveries shall be permitted within a tolerance of +/- 15% of the total order quantity. The total price will be adjusted accordingly.

30. On the return of goods incorrectly ordered, we reserve the explicit right to deduct a re-stocking charge, should a credit be due. The return of non-standard items manufactured on customer's request is excluded.

Despatch and transfer of risk

31. Goods advised as being ready for despatch must be accepted by the partner without delay. Otherwise, we shall be entitled at our option to despatch them or to store them at the cost and risk of the partner.

32. In the absence of a separate agreement, we will select the transport method and route.

33. The risk shall transfer to the partner upon handover to the railway, forwarding agent or freight carrier, and/or on commencement of storage, but at the latest when the goods leave the factory or storage facility, even if we have arranged the delivery.

Delay in delivery

34. Where we can foresee that the goods cannot be delivered by the deadline, we will inform the partner of this immediately and in writing, explaining the reasons and where possible nominating the probably delivery date if the planned delivery date will be delayed by more than 10 working days.

35. In the event of the delivery being delayed by one of the circumstances outlined in Article 56 or by an action or omission by the partner, the delivery deadline will be extended in accordance with the circumstances.

36. The partner shall only be entitled to withdraw from the contract if we are responsible for the delivery date not being met and it has granted us an extension without success.

Reservation of title

37. We will retain ownership of the goods supplied until all claims under the business relationship with the partner have been met.

38. The partner shall be entitled to sell these goods in the normal course of business so long as it has fulfilled its obligations with us under the business relationship in good time. However, it may neither pledge nor transfer the reserved goods as security. It shall be obliged to protect our rights where the reserved goods are resold on credit.

39. In the event of breaches of duty by the partner, especially a delay in payment, we shall be entitled at the unsuccessful conclusion of a reasonable delay granted to the partner, to withdraw the service and take back the goods; the legal provisions governing dispensing with an extension of time remain unaffected. The partner shall be obliged to return the goods. We shall be entitled to withdraw from the contract if an application is filed for insolvency proceedings against the partner's assets.

40. The partner shall then assign to us as security all claims and rights deriving from the sale or leasing of goods for which we may have given the partner permission of goods over which we have the right of ownership. We hereby accept the assignment.

41. Any working or processing of reserved goods by the partner shall be on our behalf. If the reserved goods are processed or inseparably mixed with other items not owned by us, we shall acquire joint ownership of the new product in the proportion of the invoice value of the reserved goods to the other processed or mixed items at the time of their processing or mixing. If our goods are combined or inseparably mixed with other moveable items to form a single product and if the other product is deemed to be the principal product, the partner shall transfer ownership to us on a pro rata basis to the extent that it owns the principal product. The partner shall maintain ownership or part ownership on our behalf. In all other respects, the same shall apply to the product created by processing or combining or mixing as for the reserved goods.

42. The partner must inform us immediately of enforcement measures taken by third parties in respect of the reserved goods to which we lay claim or in which we have other securities by providing us with the documents required for an intervention. This also applies to infringements of any other kind.

43. If the value of the existing securities exceeds the secured claims by a total of more than 20 percent, we shall be obliged at the partner's request to release securities of our choice.

Material defects

44. The quality of the goods shall be based exclusively on the agreed technical supply specifications. In the event of our having to supply in accordance with the drawings, specifications, samples, etc. of our partner, it shall assume the risk of suitability for intended use. The condition of the contracted goods shall be that at the time the risk is transferred in accordance with Article 32.

45. Any material defects arising from unsuitable or improper use, incorrect assembly or operation by the partner or third parties, normal wear and tear, defective or negligent handling shall also be excluded as in the case of unsuitable modifications or operation undertaken by the partner or third parties without our approval. The same shall apply to defects which reduce the value or fitness for use of the goods to a minor extent.

46. Claims for material defects shall be statute-barred after 12 months. This shall not apply where the law prescribes longer periods of time as mandatory.

47. Where it is agreed that the goods are to be accepted or initial samples tested, the notification of defects which the partner could have identified upon careful acceptance or initial sample testing are excluded.

48. We must be given an opportunity to confirm the notified defect. Goods complained of must be returned to us immediately upon request; we shall bear the transport costs where the notice of defect is justified. Where the partner does not fulfil these obligations or undertakes modifications without our permission to goods which are the subject of complaint, it shall forfeit any claims for material defects.

49. Where the notice of defect is justified and advised in good time, we shall, at our choice, improve the goods complained of or supply defect-free replacements.

50. If we fail to meet these obligations or to do so within the contractually agreed reasonable time, the partner may set us a final deadline by which we must meet our obligations. If this deadline passes without successful result, the partner may require a reduction in price, withdraw from the contract or undertake the necessary improvement itself or have it done by third parties at our expense and risk. The reimbursement of costs shall be excluded where the expenses are increased because the goods have been brought to another place after delivery by us unless this involved the goods being used as intended.

51. The partner shall have statutory rights of recourse against us only insofar as it has not reached agreements with its customer, which go beyond the statutory claims for defects. Article 48 above shall further apply to the extent of the rights of recourse.

Other claims, liability

52. Unless otherwise specified below, other and more extensive claims against us by the partner are excluded. This applies especially to claims for damages for breach of duties arising from the obligation or from unlawful acts. We shall not be liable for damage not deriving from the supplied goods themselves. We shall in particular not be responsible for any loss of profit or financial losses by the partner.

53. The limitations of liability indicated do not apply in the case of specific intent, gross negligence on the part of our legal representatives or senior employees, and in the event of culpable violation of significant contractual obligations. In the event of culpable violation of significant contractual obligations, we shall be liable - other than in cases of specific intent or gross negligence on the part of our legal representatives or senior employees - only for standard contractual loss or loss which might reasonably have been expected.

54. The limitation of liability does also not apply in cases where there is liability in accordance with product liability laws covering defects in goods supplied for personal use or material damage to goods intended for private use. It is also not applicable in case of injury to life, body or health and in the absence of guaranteed properties if and in so far as the object of the guarantee was to cover the partner against any losses not deriving from the supplied goods themselves.

55. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, contractors, personnel, legal representatives and vicarious agents.

56. The legal provisions relating to burden of proof are not affected by this.

Force majeure

57. Acts of God, industrial disputes, disturbances, official measures, non-arrival of deliveries from our suppliers and other unforeseeable, unavoidable and serious events shall release the contracting parties from their duty to perform for the duration of the disturbance and the extent of its effect. This also applies where these events occur at a time when the contracting party in question is in default, unless the delay is the result of deliberate intention or gross negligence. The contracting parties shall be obliged, so far as is reasonable, to provide the necessary information immediately and in good faith to adjust their obligations to accommodate the changed circumstances.

Place of performance, jurisdiction and applicable law

58. Unless otherwise indicated in the order confirmation, the place of performance is our principal place of business.

59. The place of jurisdiction for all legal disputes, including bills of exchange and cheque procedures, is also our principal place of business. We are also entitled to bring an action at the place of business of the partner.

60. The contractual relationship is governed exclusively by the laws of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG - "Vienna Sales Convention") is excluded.

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