

1. Validity

(1) All of our contracts are concluded exclusively on the basis of these general terms and conditions in the version available online at the time of the order.

(2) Even if we do not expressly refer to these conditions, they shall apply for future transactions within continuing business relationships if they have been agreed upon by the contractual partners for an earlier order. Orders that are placed by the purchaser verbally, by telephone, fax or EDP are only accepted with application of these conditions.

(3) If the purchaser fails to reject the order confirmation within one week of having received it, these conditions shall apply as accepted in their entirety and without limitation.

(4) If any conflicting conditions of the purchaser or us should replace these general terms and conditions, they must be expressly agreed upon by the partners.

(5) General terms and conditions of business and contractual conditions, particularly purchasing conditions of the purchaser only apply to us if we expressly recognise them. They do not apply to us, even if we do not specifically reject them in an individual case.

2. Conclusion of contract

(1) Our offers are non-binding. Depictions and/or descriptions of goods and services on our website, in our catalogues and brochures are non-binding offers. A binding offer

(Article 145 of German Civil Code) is the order of goods by the purchaser.

(2) Orders issued to us are only accepted by us if they have been confirmed by us in writing or if the delivery taken place without any comment on our part. If orders are issued to us via internet or email, a contract only comes into existence if we have confirmed the order in writing.

(3) If a purchaser receives a requested password for the order via internet, they are only entitled to use this password. The purchaser is responsible for ensuring that the password is not misused. If an order is placed with the password of our purchaser by an unauthorised party, the purchaser shall be obligated to immediately reject our written order confirmation; otherwise the contract with the purchaser over the content of our order confirmation shall take effect.

(4) Our field staff are basically only authorised to broker orders; an order only applies as accepted if it has been confirmed in writing by our main administration or one of our sales offices, or if the goods have been delivered. Individual contractual agreements, particularly specific assurances of characteristics or recommendations for use for our goods, specification of delivery periods, discounts and bonuses, as well as any goodwill agreements require the express written confirmation of our main administration or our local offices to be legally valid, unless contracting powers exist for verbal declarations in

accordance with German Commercial Code or prima facie legal principles. Supplements and/or changes made by telephone or verbally also require written confirmation to be valid.

3. Contractual scope

(1) We basically only offer the sale of fastening systems. Consulting services provided before selection of fastening systems, in regard to use or configuration of systems are only owed with an express separate written contract subject to a fee.

(2) Insofar as consulting services have been contractually agreed upon, they are provided exclusively on the basis of the information provided by the customer. We are not obligated to check data or other information provided by the customer for completeness or correctness, insofar as there is no occasion to do so in consideration of the relevant circumstances in the individual case. It is incumbent on the purchaser to provide us with all relevant information. The purchaser remains obligated to check our proposals for suitability for the concrete intended purpose.

4. Prices

(1) A binding specification of prices does not take place until our written confirmation and subject to the reservation that the order data on which the order confirmation is based remains unchanged. Our prices are indicated in Euro without the statutory value-added tax applicable at the time of delivery. Unless otherwise indicated, we deliver freight paid. For small orders with a net goods value of less than € 250,000, we must reserve the right to bill a small order surcharge of 10 %, or at least € 9.00.

(2) Prices changes are permitted if more than four months pass between the conclusion of contract and agreed delivery date. If wages, material costs or purchase prices increase prior to the completion of the delivery, we shall be entitled to a reasonable price increase corresponding to cost increases. The purchaser shall not be entitled to cancellation of the price increase is only insignificant.

(3) Our invoices are due for payment immediately after receipt of invoice.

(4) The payment period applies as having been observed when the transfer or cheque amount has been redeemed in our account within the period. Complaints for defects do not relieve the purchaser from their payment obligations.

5. Payment conditions

(1) If the purchaser should enter into default of payment, we shall be entitled to bill default interest at a rate of 9 % points above the base rate. In the process, we are always entitled to furnish proof of a higher interest rate and bill accordingly.

(2) We reserve the right to assert a flat rate fee of € 20.00 for expenses prior to legal proceedings, particularly for reminders - without prejudice to proof of higher or lower

costs. Cheques and bills of exchange are only accepted for the purpose of fulfilment. Deductions and other fees shall be borne by the purchaser.

(3) If the purchaser fails to pay invoices that are due for payment, fails to meet a payment goal, suffers a worsening of their financial situation after conclusion of contract or we receive unfavourable information after conclusion of contact that calls into question their ability to pay or creditworthiness, we shall be entitled to demand immediate payment of the remaining debt of the purchaser and, in amendment of the agreements that have been made, to require advance payments, provision of securities or immediate payment of all claims based on the same legal relationship after delivery has taken place. We are also entitled to withdraw from the contract based on non-fulfilment after a reasonable grace period. We are entitled to first apply incoming payments to older claims and then to expenses and interest of the main performance and then to the main claim.

(4) Further contractual or statutory claims in the event of default remain unaffected.

(5) The purchaser is only entitled to offsetting and retention rights if their counter-claims have been determined to be legally valid, are undisputed or are recognised by us.

6. Delivery periods, delivery quantities

(1) Delivery periods are only binding for us if we have expressly assured them. Insofar as shipment has been agreed upon, the delivery periods and delivery dates relate to the time of transfer to the forwarder, freight carrier or other third party commissioned with the transport.

(2) The delivery period begins on the day of clarification of all details of the purchase contract with provision of all necessary documents. It shall be extended for the length of time that the purchaser is in default of its duties within a continuing business relationship, even for other contracts.

(3) If shipping instructions are not specified, we will select the transport method that appears to be most beneficial without assuming responsibility for ensuring the least expensive freight and save arrival of goods. The shipment takes place at the risk of the purchaser. In the process, we are entitled to bill a shipping costs share of up to € 30.00.

(4) We are not responsible for impossibility of delivery or for delivery delays, insofar as they are based on force majeure or other unforeseeable events for which we are not responsible. Such events extend the delivery date accordingly, even if they occur when a delay has already begun.

(5) Insofar as acceptance of the delivery is unreasonable for the customer due to the delay, they are entitled to withdraw from the contract with a written declaration to us after the lapse of a grace period to be set specified in writing. Compensation for damages and reimbursement of expenses are barred in this case.

(6) If the purchaser enters into default of acceptance, we shall be entitled to demand compensation for the damages incurred by us; the risk of accidental worsening and accidental loss transfer to the purchaser as soon as the default begins.

(7) We are entitled to make partial deliveries and provide partial services insofar as this is reasonable for the purchaser.

7. Retention of title

(1) Our deliveries ('goods') remain our property until fulfilment of all of our claims towards the purchaser from the business relationship.

(2) The purchaser is obligated to handle the goods with care until the title has transferred to them. In particular, the purchaser is obligated to sufficiently insure the goods at their own expense against theft, fire and water damage for replacement value. If maintenance and inspection work must be carried out, the purchaser must carry out said work at its own expense and on a timely basis.

(3) The purchaser is entitled to process or modify the goods ('processing'). The processing by the purchaser always takes place on our behalf. Insofar as the goods are processed together with other items not belonging to us, we acquire co-ownership of the new item proportionate to the objective value of our goods to that of the other processed items at the time of the processing. The same applies for the combination of goods. Insofar as a combination takes place in the manner that the new goods should be considered the primary item, it applies as agreed that the purchaser transfers proportionate co-ownership to us and protects the sole ownership or co-ownership for us.

(4) The purchaser is entitled to sale of the goods in the normal course of business. In the process, the purchaser hereby assigns all claims from the sale with all ancillary rights in the amount of the final invoice amount agreed upon with us (including VAT). We hereby accept this assignment.

(5) The purchaser also assigns claims for securing its claims that arose as a result of the combination of goods with property of a third party. We hereby accept this assignment.

(6) The purchaser remains entitled to collect the claims in accordance with Article 7, Sections 4 and 5, wherein our authority to collect the claims ourselves remains unaffected. However, we are obligated to refrain from collecting the claim as long as the purchaser meets its payment obligations from the proceeds, has not entered into default of payment, no petition has been made for an initiation of insolvency proceedings and no payments have been cancelled. However, if this is the case, the purchaser must, on request, disclose the assigned claims and the debtors to us, provide all necessary information for collection, hand over the corresponding documents and notify the debtor (third party) of the assignment. The direct debit authorisation can be revoked by us in the event of breach of contract by the purchaser (particularly default of payment).

(7) Insofar as there is a claim, we shall be entitled to demand information from the purchaser at any time about which deliveries subject to retention of title are still in the purchaser's possession and the location in which they are presently situated. We are further entitled to inspect and seize this delivery from the location at any time.

(8) The purchaser must refrain from pledging or assigns the goods and claims while the retention of title remains in effect. Excluded from this is the transport, delivery and other consumable material that is processed in the normal course of business. In the event of pledging or other third-party seizures, the purchaser must immediately notify us in writing so that we can file a dispute in accordance with Article 771 of the German Code of Civil Procedure. Costs that we incur despite winning a legal dispute in accordance with Article 771 of the German Civil Code of Procedure shall be borne by the purchase.

(9) The securities to which we are entitled in this respect shall not exceed a value greater than 15% more than the value of the claims to be secured. In this case, we will release an appropriate share of the securities.

(10) In the event of conduct on the part of the purchaser that is in breach of contract, particularly for default of payment, we shall be entitled to demand surrender of the goods. The surrender only entails a withdrawal from the contract if we have expressly declared a withdrawal. The costs that we have incurred for the return of goods (particularly transport costs) shall be borne by the purchaser.

8. Warranty

(1) Our deliveries and invoices must be immediately inspected by the purchaser and any defects or errors as specified in Articles 377, 388 of German Commercial Code must be reported immediately. Otherwise, the delivery and/or invoice apply as recognised.

(2) The risk transfers to the purchaser along with the transfer in the event of an obligation to collect. The same applies starting with the transfer to the transport person for an obligation to send. For an obligation to collect, the risk transfers upon leaving the factory grounds.

(3) The dimensional and weight specifications in our catalogues and brochures are non-binding. We reserve the right to change the design, dimensions and weight. The technical data specified in our catalogues and brochures are non-binding guidelines. We reserve the right to technical, assortment and price changes. Liability for print errors and defects is excluded.

(4) We are only liability for the usability of the purchase item for the intended use according to the contract. The purchaser's duty to check the suitability and usability for the intended purpose remains unaffected. Liability for planning, consulting, processing information, etc. in any form whatsoever is only assumed insofar as we have notified the purchaser of our recommendations for a specific construction project with which we are familiar (cf. Article 3, Section 2).

(5) Insofar as there is a defect in the purchase item, we are entitled to subsequent fulfilment in the form of a rectification of defects or to the delivery of a new item free from defects (subsequent fulfilment) at our own discretion. This is subject to the condition that the defect must be significant. If the subsequent fulfilment is unsuccessful, we shall be entitled to a repeated subsequent fulfilment. In the event that the repeated subsequent fulfilment is also unsuccessful, we decide whether to provide a new delivery or to rectify defects.

If one of the two or both types of subsequent fulfilment is impossible or disproportional, we shall be entitled to refuse them. If the subsequent fulfilment should be impossible or unsuccessful, the purchaser has the right to reduce the purchase price accordingly or to withdraw from the contract in accordance with statutory provisions.

Further claims of the purchaser, regardless of the legal reason, are excluded; this applies in particular for claims based on damages apart from the purchase item and for claims to compensation for lost profit; this also includes claims that do not result from the defective purchase item.

As proof of defects and in observance of the warranty period, we request a copy of the defective product and corresponding invoice.

(6) Claims for defects shall not exist if the defects are based on a violation of specifications for use or configuration, in case of unsuitable or improper use, lack of or negligent handling by the purchaser, natural wear or improper maintenance.

(7) The purchaser is obligated to have all defects occurring during the agreed warranty period rectified by us exclusively. If the purchaser fails to do so, or they rectify these defects themselves or contract a third party to do so, any warranty rights expire and the purchaser must bear any costs incurred.

(8) Returns of goods sold and correctly delivered by us are normally not accepted. Exceptions can only be asserted in special cases after prior coordination. If we declare our readiness to accept a return of goods based on goodwill, the purchaser shall be billed a 15 % fee, or at least a minimum charge of 25 €, for administrative costs to be deducted from the credit note. The return delivery to us must be made freight paid. The goods must be well-packaged. Refinishing that becomes necessary due to deficient packaging or other influences will be billed at cost price. Returns of special designs that cannot be re-sold in another way are not accepted.

(9) The period of limitation for claims for defects is 12 months, beginning with from the transfer of risk. This does not apply insofar as longer warranty periods are prescribed by law. Neither complaints for defects nor the preliminary acceptance of a warranty claim delay the period of limitation of warranty claims, nor do they initiate a new period of limitation for these claims. Neither a separate, new warranty period nor a separate, new period of limitation begins for subsequent improvement or replacement delivery or for spare parts replaced in the course of repairs.

9. Liability

(1) Our liability and the liability of our legal representatives and vicarious agents is excluded unless it is based on intent or gross negligence on the part of our legal representatives and vicarious agents or it is based on a culpable breach of a cardinal duty (duty the proper fulfilment of which constitutes a condition sine qua non and on the fulfilment of which the customer regularly relies and may rely) or another significant contractual duty from impossibility, default, positive breach of an obligation, debt on conclusion of contract, violation of subsequent improvement obligations, breach of a separate information and consulting or warranty contract, as well as illegal activity or in the case of a culpable injury to the life, body or health of a person. The aforementioned regulations shall not imply a change of the burden of proof at the expense of the customer.

(2) Our liability for assured characteristics is limited to compensation for direct damage, unless the assurance would have expressly served the aim of safeguarding the purchaser specifically from the resulting consequential defects. Knowledge and observance of the applicable DIN standards and specifications for use of our products is always the responsibility of the purchaser.

(3) Liability beyond the statutorily prescribed warranty periods is excluded, regardless of the legal reason, insofar as a separate guarantee was not provided. In each case, compensation for damages for each damaging event shall be limited to foreseeable damages typical for the specific type of contract, however not in excess of the following maximum amounts:

for personal injury	€ 500,000.00
but a maximum of	€ 250,000.00
	for individual persons
for property damage	€ 50,000.00

We are basically only liable for third-party products delivered by us to the extent that our suppliers assume and fulfil the warranty for their products towards us.

10. Property rights

We reserve the title and copyright to figures and drawings included in our catalogues and brochures, as well as samples or other documents. These documents must not be made accessible to third parties without our prior consent and must be returned immediately on request. Reprints, even in excerpts, are not permitted. No liability is assumed for the correctness and completeness of this documentation provided to the purchaser or for any other service provided to the purchaser free of charge. The regulations for Sections 8 and 9 apply for the remainder.

11. Place of fulfilment, jurisdiction, applicable law

(1) If the customer is a business person, the place of fulfilment for our deliveries is the delivery location specified on the delivery note or Villingen-Schwenningen, Germany, at our discretion. The place of fulfilment for the payment obligation of the purchaser and jurisdiction is Villingen-Schwenningen, Germany. The UN Sales Law is not applicable and therefore excluded. However, we

reserve the right to take legal action in the court of jurisdiction for the location of the main office of the purchaser for legal enforcement.

(2) German law is authoritative for international deliveries.

12. Other provisions

Insofar as parts or the entirety of the preceding general terms and conditions have not become a part of the contract or are invalid, the remainder of the contract remains unaffected. If provisions have not become a part of the contract or have become invalid, the statutory regulations shall apply.

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