

1. Scope of validity

(1) All sales, deliveries and other services including consultations, proposals and other auxiliary services shall be subject to the following General Terms and Conditions of Wenko-Wenselaar GmbH & Co. KG ("Wenko") in the version applicable upon conclusion of contract ("Conditions").

(2) These conditions shall apply exclusively. Opposing conditions, or conditions deviating from our conditions, or supplementary contractual conditions of the purchaser shall not be accepted, not even if we perform the delivery/other services to the customer unconditionally in the knowledge of such conditions, unless we have explicitly acknowledged their validity in writing.

(3) Our conditions only apply to customers operating within their commercial or independent professional activities (entrepreneurs) upon conclusion of the contract, or to legal persons governed by public law or special funds governed by public law.

2. Conclusion of contract, property rights reservation, improvements

(1) Unless agreed otherwise by specific individual agreement, a contract with us shall only come into effect if we confirm a job or an order in writing or if we perform the delivery/other services upon previous order without issuing special confirmation. We can accept orders or jobs within two weeks upon receipt.

(2) Verbal confirmation of representatives and employees shall only be binding if explicitly confirmed by us in writing. This does not apply to verbal confirmation by our managing directors, authorized signatories or other fully authorized representatives.

(3) We reserve the property rights and copyrights to all illustrations, drawings, calculations and other documents provided by us to the purchaser; these may only be made accessible to third parties with our explicit written consent. This shall apply particularly to written documents marked "confidential".

(4) We reserve the right to perform technically necessary and purposeful improvements of the object of delivery during the delivery period, if this is considered to be reasonable, taking into account the interests of the purchaser.

3. Prices and terms of payment

(1) If not otherwise specified in the order confirmation, our prices shall apply "ex works", excluding packaging and transport costs; these shall be invoiced separately. The statutory VAT is not included in our prices; this shall be listed separately in the invoice to the amount legally applicable on the day of invoicing.

(2) All auxiliary charges, public charges and duties, freights and the increases of said charges, as a result of which the services become more expensive, shall be borne by the purchaser, unless this is prohibited by compulsory legal regulations. In case of subsequent amendments to the drawings or specifications as well as in the event of additional or altered acceptance or classification regulations leading to an unforeseen change of prices after conclusion of the contract and prior to delivery of the goods, we shall be entitled to an appropriate change of prices. If cost factors applicable to prices, namely material, energy and personnel costs, should unexpectedly change by more than 5% between conclusion of the contract and delivery, we shall reduce or increase the price in accordance with the weighting of the relevant cost factors. For this, we shall always consider the price increases and/or reductions of all cost factors at the point in time of the price adaptation and alter them accordingly, even if individual cost factors have changed by less than 5%. Price adaptations always take place upon the coming into effect of the change of price of the cost factor having changed by more than 5%. Any price adjustment is restricted to the price enforceable on the market.

(3) If not otherwise stated in the order confirmation or special agreement of payment terms, payment shall be made within 14 days after the date of invoicing. Receipt of payment is decisive for the punctuality of the payment, also with reference to discount agreements.

(4) If the purchaser should be in default of payment, we shall be entitled to demand default interest to the amount of 8 percentage points above the basic interest rate. The purchaser, in particular, shall be in default, without a reminder being necessary, if the due date can be calculated based on the calendar and this date is missed. If the purchaser is obliged to pay interest on default, this does not exclude claims by us with respect to further damages resulting from default.

(5) The purchaser shall only be entitled to rights of offset and retention, if its counter-claims have been established finally with no further appeal being possible, are not disputed or have been acknowledged by us.

(6) All receivables shall be due immediately, irrespective of the term of any accepted and credited bills, if, after conclusion of the contract, we gain knowledge that our payment claims are endangered by a lack of performance capability of the purchaser, in particular due to a substantial deterioration of its financial circumstances. We shall then also be entitled to only perform further deliveries upon payment in advance or against presentation of securities. § 321 BGB (German Civil Code) also shall apply.

(7) Our representatives and field service employees are not authorized to accept payment without particular written authorization.

4. Delivery, acceptance and force majeure

(1) Any deadlines and dates for deliveries and other services announced by us shall only apply as approximate dates, unless a fixed term or deadline has been explicitly promised or agreed upon.

(2) If the sending of the goods has been agreed, the delivery periods and delivery deadlines shall refer to the point in time of the transfer to the shipping agent, haulage company or third party charged with the transport. The delivery periods do not, however, begin before full clarification of all details required for the execution of the order, the receipt – if agreed – of documents and/or down-payments and the provision of any required official domestic or foreign approvals by the purchaser. Delivery periods and deadlines are deemed to have been adhered to upon notification of readiness for shipment, if the goods cannot be sent in time for reasons beyond our control. We shall not be obliged to assume liability in case of delayed delivery or non-delivery by our suppliers.

(3) Force majeure, riot, strike, lockout or other operational interruptions beyond our control (also applicable to our suppliers) shall entitle us to defer delivery for the period of hindrance and an appropriate starting period. If this hindrance, of which we shall immediately inform the purchaser, is not only of a short period, both contractual partners shall be entitled to fully or partly terminate or withdraw from the contract under exclusion of any compensation claims, if the further adherence to the contract cannot be expected taking into account the interests of the respective other contractual partner.

5. Dispatch, transfer of risk, partial delivery, continuous delivery

(1) We shall determine the route and means of dispatch as well as the shipping agent and haulage company, if not otherwise agreed in writing. Goods reported as ready for dispatch as contractually agreed, must be requested immediately; otherwise we shall be entitled as we choose to send them at the cost and risk of the purchaser or to store them at our discretion at the cost of the purchaser.

(2) If transport in the planned way or to the planned location is not possible within the given time for reasons beyond our control, then we shall be entitled to deliver in another way or to another location; additional costs shall be borne by the purchaser. The purchaser shall be given the opportunity to express its opinion previously.

(3) If the purchaser so wishes, we shall take out transport insurance for the delivery of the goods; incurred costs shall be borne by the purchaser. The risk shall be transferred to the purchaser upon transfer of the goods to a shipping agent or haulage company, but at the latest upon leaving the warehouse or production site.

(4) We shall be entitled to perform partial deliveries in a reasonable scope, if

- the partial delivery is usable for the purchaser within the framework of the intended contractual purpose,
- the delivery of the remaining goods ordered is ensured and
- no substantially greater expenditure or additional costs are incurred by the purchaser as a result.

(6) Customary excess or short deliveries of the contractually agreed quantity are permissible.

(7) In case of contracts with continuous delivery, requests and sort classifications for approximately equal monthly quantities are to be submitted to us. If the individual requests exceed the contractual quantity, then we are entitled, but not obliged, to deliver the excess quantity. We can invoice the excess quantity at the prices valid upon conclusion of the contract.

6. Claims for defects

(1) In general, claims for defects of material and/or legal defects shall be barred by limitation within twelve months after the handover of the goods. However, if the purchaser asserts damage claims against us within the framework of defect liability, the statutory limitation periods shall apply. An

additional guarantee only applies to the goods delivered by us, if this was explicitly provided in the order acknowledgement with respect to the corresponding item.

(2) Customary deviations in turnout, weight, dimensional stability and colour of the goods shall not justify objections.

(3) The purchaser must report obvious defects to us in writing with no undue delay, but at the latest within five workdays after receipt of the goods. Defects that cannot be detected within this period, even after thorough inspection, must be reported to us with no undue delay after being detected. In case of delivery by rail, by vehicles of commercial short-distance and long-distance haulage or by other carriers, the purchaser shall also communicate the formalities, particularly notices of defects, to the haulage company.

(4) We must be given the opportunity to inspect and determine the defect complained about. Goods that are the object of the complaint must be returned to us without delay. We shall cover the transport costs if the defect notification is justified. If the purchaser does not fulfil these obligations or makes modifications to the defective goods without our consent, any material defect claims shall lose their validity.

(5) If a justifiable defect is claimed within the time limit, we shall, at our discretion, repair the goods complained about or deliver fault-free replacement goods ("supplementary performance"). If both types of supplementary performance are unacceptable for the purchaser, or if the selected supplementary performance is not successful or is denied by us acc. to § 439 para. 3 BGB, then the purchaser may – irrespective of any compensation claims – either reduce the purchase price or withdraw from the contract with regard to the defective (partial) delivery. The purchaser shall, however, not be entitled to withdraw from the contract with regard to the defective (partial) delivery, if the actual quality of the goods only slightly deviates from the agreed quality or if the usability of the delivered goods is only slightly impaired by a defect.

(6) A reimbursement of the costs is excluded, as far as the expenses are increased, when the goods have been taken to another place after our delivery, unless this complies with the intended use of the goods.

(7) Statutory recourse claims of the purchaser against us apply only as far as the purchaser has not concluded an agreement with its customer beyond the statutory defect claims. The statutory provisions for a final delivery of the goods to a consumer (suppliers' recourse in accordance with §§ 478, 479 BGB) shall remain unaffected in any case.

(8) The liability restrictions acc. to no. 8 shall apply to damage claims.

7. Reservation of title

(1) The goods delivered by us shall remain our property (conditional goods) until all of our claims against the purchaser are paid in full – irrespective of the legal reason - (in case of payment by cheque or bill until the encashment of same), even if the purchase price has been paid for particularly specified deliveries. The reserved title shall be security for our current account claims.

(2) The purchaser shall specially store our conditional goods and clearly mark them as our property. The purchaser is obliged to treat the conditional goods with care; in particular the purchaser is obliged to sufficiently insure the said goods at the original price at its own expense against damage caused by fire, water and theft. The purchaser shall, with no undue delay, inform us in writing in case of attachment or other interventions of third parties, so that we may file court proceedings acc. to § 771 ZPO (German Code of Civil Procedure).

(3) The purchaser shall be entitled to resell the conditional goods in the normal course of business; however, it already transfers to us all receivables in the amount of the final invoice sum (including VAT) to which it is entitled from the resale to its customers or to third parties, irrespective of whether the conditional goods have been resold without or after further processing. The purchaser shall remain authorized to collect these receivables even after transfer. Our own authorization to collect the receivables shall remain unaffected. However, we commit ourselves to not collecting the receivables as long as the purchaser fulfils its payment obligations from the received proceeds of sale, is not in default of payment to us and in particular as long as no application for the opening of insolvency proceedings has been filed and no suspension of payment exists. However, if this is the case, we are entitled to demand that the purchaser discloses to us the transferred receivables and corresponding debtors, provides all details required for collection, hands over the corresponding documents and informs the debtors (third parties) of the transfer.

(4) The processing or reshaping of the conditional goods by the purchaser always takes place on our behalf. If our conditional goods are processed,

or mixed with, blended into or connected to other objects not belonging to us, then we shall acquire co-ownership in the new product in the relationship of the value of the conditional goods to the other processed objects at the point in time of processing. With respect to the new product arising from processing, the same rules apply as to the goods delivered under reservation of title. If the conditional goods are inseparably mixed with other objects not belonging to us, then we shall acquire co-ownership in the new product in the relationship of the value of the conditional goods to the other mixed in objects at the point in time of mixing. If mixing should take place in such a way that the item of the purchaser can be viewed as the main product, then it is understood as agreed that the purchaser shall transfer to us partial co-ownership. The purchaser shall maintain such sole ownership or co-ownership for us.

(5) In order to secure our claims against it, the purchaser also transfers to us those receivables accrued towards a third party by the combination of the conditional goods with real property.

(6) Irrespective of our other rights, we shall be entitled - after withdrawal from the contract - to take back the conditional goods, as well as to use the conditional goods and the transferred receivables for the purpose of the satisfaction of claims due against the purchaser.

(7) We shall be entitled, for the proper fulfilment of the obligations of the purchaser, to demand securities to a sufficient amount and in a form adequate for us, even in the form of a dead pledge.

8. Liability

We shall only assume liability for all damages caused by us, our legal representatives or our vicarious agents, in accordance with the following provisions:

(1) We shall assume unlimited liability for deliberately inflicted damage. The same applies to damage caused by us, our legal representatives or our executive staff as a result of gross negligence. We shall also assume unlimited liability for culpable injury to life, body or health.

(2) Apart from this, we shall only assume liability for the negligent breach of essential contractual duties (cardinal obligations) and/or damages caused by the gross negligence of vicarious agents not belonging to our executive staff. Liability acc. to this no. 8 (2) is limited – subject to the regulations of no. 8 (1) – to the damages typical and foreseeable with respect to the contract. Cardinal obligations are considered to be such obligations, whose compliance enables the adequate and orderly accomplishment of the contract and on whose compliance the purchaser can trust regularly. These are hence obligations whose violation endangers the reaching of the purpose of the contract.

(3) Any further liability – irrespective of the legal basis – shall be excluded. Our liability in accordance with the German Product Liability Act or other compulsory statutory regulations shall remain unaffected by this regulation. To the extent our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, legal representatives and vicarious agents.

9. Information regarding data processing

(1) We collect data of the purchaser in the context of contract performance. We observe, in particular, the provisions of the Federal Data Protection Act and the Telemedia Law. Without the consent of the purchaser, we shall collect, process and use existing and stock data of the purchaser only to the extent that this is required for the performance of the contract and for the claiming and accounting of telemedia.

(2) Without the consent of the purchaser, we will not use data for purposes of advertising, market nor opinion research.

10. Place of jurisdiction, place of fulfilment, applicable law, severability clause

(1) The place of jurisdiction – also in issues pertaining to cheques or bills – shall be our registered office is Hilden. We can also file proceedings against the purchaser at its place of jurisdiction. The place of fulfilment shall be Hilden if not otherwise stated in the order confirmation.

(2) The laws of the Federal Republic of Germany shall apply for all legal relationships between us and the purchaser. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(3) If any provision of these Conditions or the applicable contract is or becomes wholly or partially ineffective or should contain omissions, this shall not affect the validity of the other provisions.