

General Terms of delivery BLCS – TITAN DWC

1 Application

(1) These terms and conditions of sale shall apply exclusively and shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms. Differing or contrary terms shall not apply except if expressly agreed upon in writing or if differently arranged in our offer.

(2) These terms and conditions of sale shall only apply vis á vis entrepreneurs, governmental entities, or public sector funds within the meaning of sec. 310 para. 1 BGB (German Civil Code).

§ 2 Offer, Acceptance

(1) Our offers are, insofar they are not explicitly stipulated differently or agreed upon, subject to confirmation. Orders with us are binding. The purchaser is entitled to accept our binding offers only within 6 weeks. Our acceptance can be declared to the purchaser either in written form or by delivery of the goods.

(1) Illustrations, sketches as well as weights and measures are only considered approximate and shall not be binding.

(3) Unsubstantial Changes in construction and/or shape which are occurring during the time of delivery remain reserved, provided they are reasonable for the purchaser taking into account our interests.

§ 3 Prices, Payment

(1) Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.

(2) The purchase price is due and payable net within the payment term referred to in the invoice. The issuance of invoice follows the dispatch/ delivery of the goods. Deductions of discount shall be permitted only if they were explicitly agreed upon and if the purchaser has settled all the outstanding invoices.

§ 4 Offset, Retainer

The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgment. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transactions.

§ 5 Delivery, Default, Force Majeure

(1) Delivery dates and delivery periods indicated by us are only approximate unless a fixed date or period is expressly promised or agreed on.

(2) The term of delivery referred to in the offer shall be in force from conclusion of contract. The delivery period shall on no account commence prior to full clarification of the particulars for each order.

(3) We are only obliged to deliver if the purchaser has made all the agreed payments. In the event of delayed payments, the delivery periods shall be extended accordingly.

(4) Delivery dates shall be deemed met if we consign the goods within the delivery term or at the date of delivery term, respectively, or if we indicated our willingness to dispatch in case of collection agreed upon.

(5) In case the purchaser has the right to claim damages caused by delay, then this is limited for each week of delay with slight negligence, such compensation shall amount to 0.5% of the purchase price per week, up to a maximum total amount of 5% of the purchase price.

(6) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.

(7) Delivery impediments due to force majeure or because of unforeseeable events that are out of our control including, among others, breakdowns, strikes, lockdowns, Government ordinances,

subsequently effected cessation of export or import possibilities, shall, for the duration and extent of their effects, exempt us from the obligation to observe delivery; then the delivery period agreed upon shall be extended accordingly.

§ 6 Passing of Risk, Shipment

(1) If the purchaser demands shipment of the goods, the risk of loss or damage to the goods passes to the purchaser upon dispatch. This also applies if we undertake the assembly. If the consignment or fetching is delayed at purchaser's request or for other reasons for which the purchaser is responsible, then the risk shall pass to the purchaser when we have separated out the goods or, respectively, specified them in accordance with sec. 243 para. 2 BGB (German Civil Code).

(1) Transportation insurance is only taken out upon explicit request of the purchaser.

7 Retention of Title, Copyright

(1) We retain title to the goods until receipt of all payments arising from the business relationship in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods. The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.

(2) The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods subject to retention have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or stoppage of payments. The purchaser may neither pledge the goods subject to retention nor assign them by way of security.

(3) Any editing or processing of goods subject to retention is always carried out for us by the purchaser. In case the goods subject to retention are processed and inseparably mixed with other items not belonging to us, then we shall acquire co-ownership of the new item in the relationship of the invoice value of the goods subject to the other items at the moment of processing and mixing.

(4) If the goods subject to retention of title are

combined with other movable items to form a unitary item or if they are inseparably mixed and in case this is to be viewed as the main item, the purchaser will transfer co-ownership to us, in so far as the main thing belongs to him. The purchaser will hold the sole or co-ownership for us. In addition the same applies to the item created by the processing or combining as to the goods subject to retention.

(5) Insofar as the above securities exceed the secured claim by more than 10%, we are obligated, upon our election, to release such securities upon the purchaser's request.

(6) The purchaser is required to notify us immediately with regard to enforcement measures related to the product subject to retention by third parties. This also applies to other types of restriction.

(7) We retain the ownership and copyright for patterns, cost estimates, drawings as well as documents and information whether of physical or non-physical nature, also in electronic form. They must not be made accessible to third parties without our explicit consent.

§ 8 Warranty

(1) If supplies have minor defects, purchaser shall be under obligation to accept delivery notwithstanding its guaranteed rights.

(2) The make-up of the goods shall depend exclusively on the agreed technical delivery instructions. Details provided by us, in particular drawings, specifications, patterns and so on, are only approximately applicable, unless its applicability for the purpose contractually envisaged requires precise conformity. Such specifications shall not be construed as warranties of quality, but rather as a description or identification of delivery or performance.

(3) Precondition for any warranty claim is the purchaser's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code). Obvious defects have to be noticed in writing within 10 days after arrival of the goods at the place of destination.

(4) Warranty claims shall be time-barred after 12 months of the passage of risk.

(5) In case of non-conformity of the goods the purchaser is entitled to alternative performance in the form of subsequent improvement or delivery of conforming goods. If such alternative performance has failed, the purchaser is entitled to reduce the purchase price or to withdraw from the contract. The purchaser is not entitled to any further rights and claims.

(6) The warranty shall be inapplicable as far as the customer - without our consent - changes the delivery item or has it changed by third parties and

the correction of deficiencies is impossible or unacceptably difficult because of this. In any case, the purchaser has to bare all incremental costs caused by the rectification.

(7) If, in individual cases, a delivery of used goods is agreed, such delivery shall not be subject to any warranty for material defects.

§ 9 Liability

(1) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentional our liability for damages shall be limited to the typically predictable damage.

Our liability for culpable damage to life, body or

(2) health as well as our liability under the Product Liability Act shall remain unaffected.

(3) Any liability not expressly provided for above shall be disclaimed.

§ 10 Applicable law, Jurisdiction, Place of Performance

This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods). Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be our place of business. We are also entitled to bring action at the place of business of the purchaser.