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1. Scope

- 1.1 Offers, goods, and services by KWO Dichtungstechnik GmbH, a German limited-liability company with its registered office in Grasbrunn, business address Am Eschengrund 3, 83135 Schechen ("KWO"), are provided to merchants, public-law legal entities, and public-law special funds exclusively in conformance with the present General Terms and Conditions ("General Terms and Conditions"), unless contrary provisions are made in an individual agreement.
- 1.2 This document, together with any and all other documents agreed between KWO and the customer, forms the undivided and sole agreement between the parties with respect to the provision of goods and/or services (the "Goods") by KWO to the customer.
- 1.3 Unless otherwise expressly provided for in writing, we hereby explicitly object to the applicability of any general terms and conditions (specifically including but not limited to purchasing terms) of the customer. This is true regardless of whether they are part of the scope of orders, order confirmations, specifications, or similar documents, or whether we carry out the delivery to the customer without reservation with knowledge of terms of the customer that are contrary to or different from these General Terms and Conditions.
- 1.4 Changes to the agreements made, including these General Terms and Conditions, must be made in writing in order to be valid.

2. Offer and contract

- 2.1 In order to be legally valid, conclusion of the contract between KWO and the customer must be confirmed by KWO. Confirmation may be given in writing, by telefax, or by E-mail. If the customer's order qualifies as an offer within the meaning of BGB (German Civil Code) Section 145, we have two weeks to accept it. For offers submitted by KWO, the contract is made by the customer's written acceptance.
- 2.2 Verbal agreements or those that are contrary to these General Terms and Conditions before and during conclusion of the contract, are not legally binding and are replaced and superseded by the aforementioned contract, unless the verbal arrangements in the specific instance explicitly indicate that they should continue in binding force and effect. A written contract or KWO's written confirmation shall be controlling for the content of any such agreements.
- 2.3 Statements and notices with legal consequences which the customer must give to KWO after conclusion of the contract (e.g., deadlines, defect reports, rescission or price reduction) must be made in writing in order to be valid.
- 2.4 Information on the subject matter of the merchandise or service (e.g., weights, dimensions, load capacity, tolerances, and technical data) and our representations thereof (e.g., drawings and illustrations) are only approximately definitive unless an exact match is required in order to be usable for the contractually intended purpose. They are not characteristics guaranteed by KWO, but rather descriptions or labels of the Goods. Deviations that are common in the trade or that are due to legal regulations or that represent technical improvements are permitted, as is the substitution of components with parts of equal value, as long as they do not diminish usability for the contractually intended purpose.
- 2.5 We reserve ownership of and copyright to illustrations, drawings, calculations, and other documents. This also applies to written documents that are designated "confidential." The customer requires our express written consent before sharing with third parties.

3. Prices and payment terms

- 3.1 The prices can be found in our offer or the current price list provided to the customer.
- 3.2 Unless explicitly agreed otherwise, all prices are in euros ex-works (EXW Incoterms 2010) in 83135 Schechen, Am Eschengrund 3, not including statutory value-added tax, handling, and other shipping costs, and for exports: customs duties and fees and other public charges. Exterior packaging (such as cardboard boxes, wooden crates, planks, or pallets) will be billed to the customer at cost.
- 3.3 If the agreed prices are based on our current price list at the time the contract is concluded and the merchandise is not to be shipped until more than four months after the contract is concluded, the list prices in effect at the time of shipment shall apply (less any agreed percentage-based or fixed discount), to the extent they have changed compared to the time the contract was concluded due to changing raw-materials prices.
- 3.4 Unless otherwise expressly agreed, the method of pre-payment will be applicable for the first two orders from new customers.
- 3.5 If the value of orders is below 150 Euros net (except spare parts and partial shipments), a handling charge of 35 Euros net will be added.
- 3.6 Unless explicitly agreed otherwise, invoice amounts are due and payable in full within 30 days after the billing date.

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- 3.7 Set-off against counterclaims of the customer's or the retention of payments is permitted only if and insofar as the counterclaims have been adjudicated finally and without possibility of appeal, are undisputed, or have been acknowledged by KWO. Furthermore, the customer is authorized to exercise a right of retention only if and insofar as it is in reasonable proportion to a defect in the Goods and the likely costs of supplementary performance by KWO (see part 5 below), and a counterclaim by the customer is based on the same contractual relationship.
- 3.8 KWO is entitled to carry out outstanding shipments or perform outstanding services only against prepayment or the provision of security if, after the contract is concluded, KWO learns of circumstances that are apt to significantly decrease the customer's creditworthiness and that put at risk payment by the customer of KWO's outstanding demands from the particular contractual relationship (including from other individual orders governed by the same master agreement).
- 3.9 If the customer is in creditor's default of acceptance, KWO is entitled to issue an invoice for Goods provided for shipment.

4. Delivery

- 4.1 Unless explicitly agreed otherwise, deliveries are made ex-works in 83135 Schechen, Am Eschengrund 3 (EXW Incoterms 2010), where the place of fulfillment is then also located. Risk passes to the customer upon transfer of the Goods to the shipper; this also applies in case of justified partial deliveries. If the shipment or transfer is delayed due to a circumstance caused by the customer, risk passes to the customer starting on the day the Goods are ready for shipment and KWO has so notified the customer.
- 4.2 Delivery dates indicated by KWO are fundamentally only for planning purposes and are nonbinding unless explicitly agreed otherwise. In case of forward transactions within the meaning of BGB Section 286 (2) (4) or HGB (German Commercial Code) Section 376, our liability is in accordance with the statutory provisions.
- 4.3 The start of any delivery period/delivery deadline stated by KWO presumes and depends on prior clarification of all technical questions in connection with the Goods, specifically including but not limited to the provision by the customer of required information, technical data, documents, or approvals. Fulfillment of the delivery deadline further presumes and depends on the fulfillment of all the customer's obligations. KWO is entitled to make partial deliveries.
- 4.4 If and insofar as KWO is unable to satisfy binding delivery periods (nonavailability of performance) due to reasons for which KWO is not responsible (e.g., force majeure or other events for which KWO is not responsible and which were not foreseeable at the time the contract was concluded, e.g., interruption of operations, difficulty obtaining materials or energy, transport delays, strikes, lawful lockouts, shortage of labor, energy, or raw materials, actions by public agencies), KWO will promptly so notify the customer and simultaneously provide the new estimated delivery period. In particular, any confirmed delivery date is subject to the proviso that KWO itself receives complete and timely deliveries from its suppliers.
- 4.5 If and insofar as such events make it significantly more difficult or impossible for KWO to provide the delivery or service and such hindrance is not merely a temporary condition, KWO is entitled to rescind the contract. In the event of temporary hindrances, the delivery or service periods or deadlines will be extended or postponed by the duration of the hindrance. If the customer cannot reasonably be expected to accept the Goods due to the delay, it may rescind the contract by promptly so notifying KWO in writing.
- 4.6 The customer is solely responsible for loading and unloading merchandise safely and securely for operation and transport when picking it up itself or through a transport company it hires. If KWO assists beyond its contractual and legal obligations, this is purely a courtesy. KWO does not thereby assume responsibility for safe and secure loading and unloading for operation and transport. The customer will indemnify KWO and hold it harmless from claims asserted against KWO in this regard due to damage caused by unsafe or insecure loading.
- 4.7 The Goods will be shipped to a different destination on request by and at the expense of the customer. The shipping method and packing will then be subject to KWO's duly exercised discretion unless explicitly agreed otherwise. The shipment will be insured by KWO only on the customer's explicit request and at the customer's expense. In case of shipment at the customer's request, the duty to unload the Goods and the associated risks are the customer's exclusively.
- 4.8 KWO is entitled to make partial deliveries only if:
- (I) the partial delivery is usable for the customer in the context of the contractually intended purpose;
 - (II) delivery of the residual ordered Goods is ensured; and
 - (III) the customer does not thereby incur any significant added expense or additional costs (unless KWO states that it is willing to assume such costs).

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5. Warranty and material defects

- 5.1 Unless otherwise agreed, KWO supplies Goods in commercially available quality.
- 5.2 The warranty period is 12 months from the time of delivery or, if inspection and acceptance is required, from the time of inspection and acceptance.
- 5.3 The customer must properly satisfy its inspection and reporting obligations in accordance with HGB Section 377.
- 5.4 In the event defective Goods are delivered, KWO must first be given the opportunity to remove the defective items and to correct defects or supplement the delivery before the start of production (processing or installation), unless the customer cannot reasonably be expected to accept this. If KWO is unable to do so or fails to promptly meet this obligation, the customer may rescind the contract to this extent and return the Goods to KWO at our risk.
- 5.5 If a defect is not detected until after the start of production, the customer may demand supplemental performance (by way of repair or replacement, at KWO's choice).
- 5.6 If the customer wishes to demand compensation in lieu of performance, there is failure of the supplemental performance following the unsuccessful second attempt. In case of replacement, the customer is required as far as reasonably possible to return the defective Goods on request.
- 5.7 In case of complaints, the customer must promptly give KWO an opportunity to inspect the rejected Goods; in particular, the rejected Goods must be made available to KWO on our request and at our expense. In the event of unjustified complaints, we reserve the right to charge the customer for transport costs and the expense of inspection.
- 5.8 If inspection on location by KWO is not reasonably acceptable for one of the parties for reasons of time or cost (for instance, due to down times for the customer), then before replacing the rejected Goods, the customer shall make photographs of the rejected product in the application that was cause for the complaint and make them available to KWO. There are no claims due to defects in case of a merely minor deviation of the Goods from the agreed characteristics, a merely minor reduction in usefulness, or if the error is due to a violation of maintenance, installation, or assembly rules, inappropriate or improper use or storage, faulty or negligent handling or installation, natural wear and tear, or interference with the Goods by the customer/third parties.
- 5.9 The statements made by KWO regarding the products of KWO/Goods ("Product Information") (particularly product sealing values, for instance on product information sheets, labels, or electronic media) are based on our general experience and knowledge, and only represent benchmarks or labels with values measured under laboratory conditions. The Product Information does not release the customer from the need to test the Goods' suitability for their intended specific application. KWO explicitly makes no guarantee that the supplied Goods are suitable for the purpose or process intended by the customer.
- 5.10 Furthermore, the assertion of damage compensation claims by the customer due to defects in the Goods is subject to the restrictions set forth in part 6 below.
- 5.11 To the extent the provisions in this section limit the statutory warranty rights, they do not apply if KWO fraudulently concealed the defect or assumed a warranty for the item's characteristics.

6. Liability

- 6.1 KWO's liability for damages, regardless of the cause in law, is limited to harm caused by KWO or our agents through intentional misconduct, gross negligence, or slight negligence by violating obligations that are significant for fulfillment of the contractual purpose.
- 6.2 In cases of slightly negligent violation of obligations that are significant for fulfillment of the contractual purpose, the amount of KWO's liability is limited to the damages that are typical for comparable transactions of this type that were foreseeable at the time the contract was concluded or, at the latest, at the time the violation occurred.
- 6.3 Any further liability for damages than that defined in parts 6.1 and 6.2 above, regardless of the cause in law, is precluded hereby.
- 6.4 Damage compensation claims under the Product Liability Law, due to lack of a warranted property, and due to injury to life, limb, or health shall remain unaffected thereby.
- 6.5 No change in the burden of proof to KWO's disadvantage is connected with the above rules.
- 6.6 The above preclusion's and limitations of liability apply in the same scope for the benefit of KWO's executive bodies, legal representatives, employees, and other agents.

7. Retention of title

- 7.1 We reserve ownership of the Goods pending payment in full of all amounts owed under the business relationship with the customer. If the customer has a revolving account, the retained title serves as security for the balance owed to us.
- 7.2 The customer is required to handle the Goods with care as long as ownership has not yet passed to the customer. As long as ownership has not yet passed to the customer, the customer must promptly notify us in writing if the supplied object has been seized or is otherwise exposed to third-party intervention. If the third party is not able to reimburse us for the court costs and out-of-court expenses of an action pursuant to ZPO (German Code of Civil Procedure) Section 771, the customer is liable for our losses.
- 7.3 The customer is entitled to resell or process the Goods or commingle them with other items only in the course of ordinary business; to do so it now hereby assigns and transfers all amounts owed from the resale, processing, or commingling or from other causes in law in connection with the Goods (specifically including but not limited to insurance contracts and tort claims) in the amount of our claims from the purchase price (including statutory value-added tax). Use of the Goods by the customer to fulfill contracts for work or for fixed deliverables is equivalent to selling them.
- 7.4 We are required to release security that is owed to us at the request of the ordering party if and insofar as the value thereof exceeds the secured demands by more than 20 percent.
- 7.5 Unless explicitly agreed otherwise, tools and molds remain the exclusive property of KWO even if the customer assumes a portion of costs based on the design service. No storage or retention obligation applies.

8. Choice of law, jurisdiction and venue, data privacy, and prohibition of assignment

- 8.1 These General Terms and Conditions and all legal relationships between KWO and the customer are governed by and shall be construed in accordance with the laws of the Federal Republic of Germany, precluding UN commercial law (CISG).
- 8.2 The conditions and effects of the retention of title as provided for in part 7 of these General Terms and Conditions are governed by the laws at the physical location of the Goods if and insofar as the choice of law in favor of German law is unlawful or invalid according to those laws.
- 8.3 In case of any disputes arising directly or indirectly from the contractual relationship, the courts of Munich, Germany, (Regional Court No. I of Munich) shall have exclusive jurisdiction and venue. At its own choice, KWO is also entitled to file suit at the customer's general legal venue.
- 8.4 The customer is not authorized to transfer or assign rights or receivables under the contractual relationship to third parties unless KWO has given prior written approval.
- 8.5 The customer acknowledges that KWO stores data from the contractual relationship for data processing purposes in conformance with the Federal Data Privacy Law and reserves the right to transmit the data to third parties (e.g., insurance companies) where required for fulfillment of the contract.