

AFS General Terms and Conditions

I. Offer

- 1) Our offers are without obligation in all respects.
- 2) In terms of appearance, catalog and offer illustrations are nonbinding insofar as the right to make changes to the design dimensions, and weight is reserved.
- 3) All orders require written confirmation to become binding for us. The same applies to additions, modifications or additional arrangements agreed to by telegram, phone, or orally.
- 4) Illustrations, technical data and specifications correspond to the latest version. Subject to change.

II. Delivery

- 1) Deliveries and services are performed exclusively in accordance with our Terms of Payment and Delivery. We do not recognize any conflicting conditions.
- 2) The delivery is performed ex warehouse or supplier and always occurs at the customer's risk, even if a carriage-paid delivery is agreed. Once the sold item is handed over, the risk of accidental loss and accidental deterioration passes over to the customer.
- 3) Insurance is procured at the customer's cost. There is no obligation to provide insurance if this is not expressly desired by the customer.
- 4) Should the goods note arrive in the proper condition, the recipient must have this confirmed by the railway authority or the freight forwarder on the consignment note immediately upon handover. Necessary claims for damages due to transport damage must be laid with the railway authority or the freight forwarder or the freight forwarder within one week.

III. Delivery period

- 1) The delivery periods specified by us will be kept to as far as possible.
- 2) Partial deliveries are permitted.
- 3) Delays to delivery do not occur on our part if the customer has not properly met its obligations toward us.
- 4) In cases of force majeure, difficulties in sourcing materials, actions from authorities (irrespective of the causes from which they arise), transport difficulties, and operational disruptions of any kind, we will be released from our obligation to punctual delivery. Also, we will not bear responsibility for the circumstances mentioned above if they occur while there is a delay present.
- 5) If the customer incurs damages due to a late delivery for which we or our suppliers are responsible, then the customer is entitled to demand compensation for delay

to the exclusion of further claims. For each full week of delay, this amounts to 0.5% in total, but a maximum of 5% of the value of the portion of the whole delivery which cannot be put into use in time or as contractually agreed due to the delay.

IV. Responsibility for defects

- 1) We are liable for defects to the delivery, which also includes promised characteristics being missing, for a period of 12 months. The period of limitations begins once the item is delivered to the customer.
- 2) Complaints regarding defects must be submitted to us in writing without delay upon their detection to be effective.
- 3) Further claims from the customer, especially claims for compensation for damages which did not occur to the delivery item itself, are excluded to the extent permitted by law.

V. The customer's right of withdrawal

- 1) The customer has a right of withdrawal if the supplier has allowed a reasonable extension period to lapse unsuccessfully, which was granted to the supplier to rectify the defect for which the supplier is responsible, or if the delivery, repair, or the procurement of a suitable replacement item is not possible, the supplementary performance in the form of subsequent improvement is unsuccessful, or if the supplier refuses to remedy a defect shown to it. All other customer claims are excluded, especially all claims to compensation for damages.
- 2) If permitted by law, all other, further customer claims, especially for compensation for any kind of damages, even such damages which did not occur to the delivery item itself, are excluded.
- 3) Custom-made products are explicitly exempt from the right of withdrawal.

VI. Prices

- 1) Unless otherwise agreed, our net prices are ex warehouse or supplier, excluding packaging, which is calculated at cost price and is not taken back. Prices are subject to VAT at the respective statutory amount. All calculations are in euro.

VII. Payment

- 1) The terms of payment presented in the order confirmation apply.
- 2) Withholding payment and offsetting against any counter-claims is not permitted.
- 3) In the event of late or deferred payments, the usual bank-related interest and

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commissions will be applied without a formal notice of default being required.

- 4) If the customer gets into arrears of payment for due invoice amounts, then all other invoices will become due for immediate payment, even if they themselves are not yet due.
- 5) Prior to the due payment of payable invoice amounts, including default interest, we are not obligated to make any further deliveries from any form of ongoing contract.
- 6) If the customer remains in arrears with a due payment, or if there is a deterioration to its financial circumstances, or information obtained from it is unsatisfactory, then we may call for cash payments for all deliveries that are still outstanding prior to delivering goods or withdraw from the contract.
- 7) Payments may be made only to us directly or a party specially authorized by us. In the case of payments made by other means, the customer is liable to the full amount payable to us.

VIII. **Retention of title**

- 1) We reserve title to all items delivered by us until all payments of our entire accounts receivable from the commercial relationship (principal and subsidiary claims) have been received by us.
- 2) The delivery item may neither be pledged nor collateralised by the customer prior to full payment.
- 3) In the event of any contractual violations on the part of the buyer, which also includes default of payment, we are entitled to take back items supplied under retention of title, and the customer is obligated to surrender them. Items are redeemed at their current value. Neither enforcement of retention of title nor pledging the delivery item by us equates to withdrawal from the contract, unless the German Installment Act applies.
- 4) The buyer is entitled to sell on the purchased item as part of normal business practice. At that point, however, the buyer will assign all claims receivable accrued by it from its customer or a third party from the resale to the value of the final invoice amount (including VAT) to our offset our claims, irrespective of whether the purchased item has been sold on with or without subsequent processing. The customer remains authorized to collect this claim, even after assignment. Our authority to collect this claim ourselves remains unaffected by this. However, we obligate

ourselves not to recover claims if the customer meets its payment obligations from the proceeds collected, does not get into arrears of payment, and, in particular, no application is placed for opening insolvency proceedings or there is suspension of payment. Should one of these situations transpire, however, we may demand that the customer notifies us of its assigned claims and their debtors, provides all the information necessary for recovery, hands over the associated documentation, and informs the debtors (third parties) of the assignment.

IX. **Place of fulfillment and court of jurisdiction**

- 1) The court of jurisdiction regarding all rights and obligations resulting from the contractual relationship is Schwäbisch Hall District Court or Heilbronn Regional Court if the customer is a merchant, a legal entity under public law or a special fund under public law. This is considered to be firmly agreed; unless explicitly opposed in writing.