

## General terms and conditions of REINTJES GmbH for contract works on contract-manufactured parts

### 1 General

These terms and conditions shall apply to all services that we provide on contract-manufactured parts, in particular contract hardening and other metal treatment. Our terms and conditions shall apply to the respective contractual relationships exclusively. The inclusion of other terms and conditions is herewith explicitly excluded.

### 2 Subject of our services

2.1 We only carry out works which are commissioned in the respective individual case. We are not obliged to check the material handed over to us in detail.

2.2 Subject of our service is not to advise the customer with regard to the product preparation for the performance of our services and/or the further use of the goods processed by us. Any information we may provide are only nonbinding recommendations, unless a concrete consultancy order is placed.

2.3 We provide our services based on the state of technology and the specifications of the customer. We do not carry out an incoming goods inspection, unless this is normal according to the state of technology or is explicitly requested by the customer. Please note that in principle the customer is obliged to inspect our products in view of further processing.

2.4 The performance of our services in accordance with certain technical standards, in particular industrial or foreign standards, requires a separate, explicit agreement.

### 3 Prices

3.1 Prices are to be understood **EXW** REINTJES headquarters in Hameln, Germany. Special packaging shall be charged at the cost price.

3.2 If the customer requests an express freight, we shall charge the additional costs. All expenses arising from returns will be charged to the customer, except in the case of a justified warranty of defects.

### 4 Delivery times

4.1 Any delivery times that we state are approximate times, unless otherwise specified. The customer is obliged to provide the products in time and in advance. The same shall apply to information, e.g. drawings which the customer has to provide. If the customer does not comply with our request to provide the goods or the information within a time of 14 days then we are entitled to withdraw from the contract and we may invoice the performances rendered until that date.

4.2 Delivery will be made **EXW** REINTJES Hameln, Germany.

### 5 Payment

Deductions are not allowed. Should the payment deadline be exceeded and notwithstanding the assertion of further claims for compensation, we shall be entitled to charge default interest as is customary in banking, however at least 9 percentage points above the base interest rate. Payments must be made in good time so that the amounts have been credited on the due date.

### 6 Contractor's lien

We shall have – according to statutory provisions – a contractor's lien on the goods surrendered to us. Should the customer fail to fulfil our request for payment then we are automatically entitled to resell the goods that were made available to us. Should the proceeds be higher than the remuneration to which we are entitled, we will pay the amount in excess to the customer.

### 7 Deposit

We shall store the goods surrendered to us with the attention of a diligent businessman. The items will be insured within the normal framework against external events (theft, fire). The customer has no right to request a special type of storage or security of the goods surrendered to us, unless the customer has given a separate order to do so.

### 8 Liability

8.1 We are liable within the scope of the statutory provisions. Liability for the violation of contractual obligations in case of slight negligence is excluded, except for bodily injuries. The liability for providing the services and its consequences is limited – with regard to reason and amount – to the benefits of our liability insurance (one million EUR).

8.2 The customer shall be liable for any damage caused to our machines and plants if it turns out that the surrendered products are unsuitable for processing. Moreover, the customer has to release us from all claims on grounds of third party proprietary rights.

### 9 Incidental provisions

9.1 German law applies, with exclusion of UN Sales Convention provisions (CISG).

9.2 Place of performance for delivery and payment is Hameln, Germany. Place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship, also out of bills of exchange or cheques, is Hameln, Germany. We are entitled, at our discretion, to make claims against the debtor at his general place of jurisdiction.

As of January 2017