



## GT&Cs for use with commercial customers

### § 1 Scope

- (1) Our deliveries, services and offers are provided exclusively on the basis of these GT&Cs. These are a component of all contracts that we conclude with our customers with regard to the goods offered by us.
- (2) The customer's trading conditions shall not apply even if we do not specifically object to their validity in individual cases. Reference made to a letter from the customer shall not constitute agreement with any trading conditions whatsoever.

### § 2 Offer and conclusion of contract

- (1) Our offers are subject to change and non-binding unless explicitly marked as binding.
- (2) Supplements and changes to the agreements made, including these General Terms and Conditions must be in writing in order to be valid. Transmission by fax or by email is not considered compliance.
- (3) Information with regard to the object of the delivery or service as well as our illustrations of them are only approximations unless use for the contractually intended purpose pre-requires exact conformity. They are not guaranteed quality features, but descriptions and markings of the goods and services.
- (4) We retain title or copyright to all offers and price quotations provided by us as well as to the drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and implements made available. The customer may not make these items available to third parties, neither as such nor contextually, disclose them, use or copy them itself or via third parties without our explicit consent. These items must be returned in their entirety and possibly existing copies destroyed.

### § 3 Prices and payments

- (1) The prices are in Euro ex works plus packaging, statutory VAT, for export deliveries customs duty as well as fees and other public levies.
- (2) Should the agreed prices be our listed prices and delivery is only to be made more than four months after the conclusion of contract, our valid prices at the time of delivery shall apply.
- (3) Invoice amounts are payable within 14 days without any deductions. The date of receipt of payment is decisive. Cheques are only considered payment after being cleared. Should the customer not pay by the due date, the amounts outstanding on the due date carry interest of 5 percentage points above the base interest rate.
- (4) Offsetting the customer's counterclaims or retaining payment due to such claims is only permissible if the counterclaims are undisputed or have been legally established.

### § 4 Delivery and delivery time

- (1) Deliveries are made ex works.
- (2) Times and deadlines for deliveries and services are at all times only approximate unless a fixed time or a fixed date was explicitly confirmed or agreed. These always refer to the time of handover to the forwarder, freight carrier or any third party commissioned with the dispatch.
- (3) We are only liable for the impossibility to deliver or for a delay in delivery if these were caused by force majeure or other events not foreseeable at time of the conclusion of contract.
- (4) Should our deliveries or services be delayed or become impossible, our liability for compensation is limited in accordance with § 7 of these General Terms and Conditions.

### § 5 Place of fulfilment, dispatch, packaging, transfer of risk

- (1) Place of fulfilment for all obligations arising from the contract relationship is D-34225 Baunatal.
- (2) The mode of dispatch and the packaging are subject to our professional judgement.
- (3) The risk is transferred to the customer at the latest when the goods are handed over to the forwarder, freight carrier or any third party commissioned with the dispatch.
- (4) Storage costs after the transfer of risk are borne by the customer.
- (5) The shipment is insured by us against theft, breakage, transport, fire and water damage or other insurable risks only at the customer's express request and at his expense.

### § 6 Warranty, material defects

- (1) The warranty period is one year from delivery or from acceptance.
- (2) The objects delivered must be inspected immediately after delivery and notification made of any defects detected.
- (3) In the event of material defects, we are obligated to initial rectification or replacement delivery at our choice. In case rectification or replacement delivery is unsuccessful, the customer can withdraw from the contract or reduce the purchase price appropriately. Compensation can only be claimed under the circumstances defined in § 7.
- (4) The warranty lapses if the customer modifies the delivery item or has it modified by third parties without our consent and this renders the rectification of defect impossible or unreasonably difficult. The customer must bear the additional costs of rectification incurred by the modification.
- (5) The delivery of used objects is performed under the exclusion of any warranty whatsoever for material defects.

### § 7 Liability

- (1) Our liability for compensation irrespective of the legal reason, in particular due to impossibility, delay, faulty or incorrect delivery, breach of contract, violation of obligations during contract negotiations and unlawful acts, is limited subject to the following paragraphs as far as it involves culpability.
- (2) We are not liable in the case of simple negligence on the part of our agencies, legal representatives, employees or other vicarious agents unless it involves a breach of essential contract obligations. Essential contractual obligations are the obligation to deliver the essentially defect-free object as well as obligations to provide advice, protection and care which should make contractual use by the customer possible, or ensure the protection of life and limb of the customer's personnel or the protection of their possessions from serious damage.
- (3) Should we be liable, liability is limited to defects that were foreseen at the conclusion of contract as possible consequences of a breach of contract or should have been foreseen. Indirect damage of consequential damages that result from defects to the delivered object as long as such damage could typically be expected when using the delivered object as intended.
- (4) We are not liable for defects of any kind whatsoever to all types of aircraft such as ultra light planes, kites, parachutes, model aircraft, rockets, drones, hang gliders and gliders and their parts, to foreign aircraft or aircraft parts as well as all applications that are subject to the German War Weapons Control Act and not for defects caused by grounding aircraft. Our engines and control systems are not subject to the prescribed safety and endurance tests, thus we are not liable for defects of any kind during and through use in manned aircraft as well as to control systems in nuclear reactors, aeroplanes, air traffic control systems, means of traffic and transport, medical life support systems, weapon systems.
- (5) We are not liable for defects of any kind caused by improper handling, especially opening the engines and control systems, improper installation or improper repair work or not adhering to electrical standards and regulations, also not for damage caused by environmental effects or due to malfunction or deficiencies of the device in the machine or facility, nor damage that occurred in connection with the utilisation of our products without our authorisation.
- (6) The above regulations shall apply to the same extent to the benefit of our agencies, legal representatives, employees and other vicarious agents.
- (7) The above limitations shall not apply to our liability based on intentional conduct, guaranteed quality characteristics, injury to life, limb and health or pursuant to the product liability act.

### § 8 Retention of title

- (1) The retention of title agreed below serves to secure all our existing and future claims against the customer from the existing delivery relationship between us.
- (2) The goods delivered by us remain our property until all secured receivables have been paid in full.
- (3) The customer stores the retention goods for us free of charge.
- (4) The customer is entitled to sell the retention goods in the normal course of business until the time when collection is initiated.
- (5) Possible processing occurs in our name and at our expense. We acquire co-ownership of the newly created item in proportion of the value of the retention goods to the value of the newly created item.
- (6) In the event of resale, the customer now already assigns the thus arising receivables against the buyer to us as a precaution. The same shall apply to other claims that replace the retention goods, e.g. insurance claims.
- (7) We will release the retention goods as well as the item or receivables that replace them upon request at our choice, if their value exceeds the secured receivables by more than 50%.

### § 9 Final provisions

- (1) Legal venue for all possible disputes arising from the business relationship is Baunatal. Compulsory legal provisions with regard to exclusive legal venues are not affected by this regulation.
- (2) The relationships between the customer and us are subject exclusively to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods from 11 April 1980 (CISG) shall not apply.
- (3) If the contract or these General Terms and Conditions contain contractual loopholes, the legally valid provisions are considered agreed on which the contracting parties would have agreed in terms of the economic objective of the contract and the purpose of the General Terms and Conditions had they known about the contractual loophole. General Terms and Conditions.

## GT&Cs for use with consumers

### § 1 Scope

- (1) Our deliveries, services and offers are provided exclusively on the basis of these GT&Cs. They are a component of all contracts that we conclude with our customers with regard to the goods offered.

### § 2 Receipt of orders

- (1) Orders can be transmitted in writing, orally, by email, internet or fax. The order is considered placed on receipt and becomes effective immediately. We are not liable for delays or defects caused by incorrect, incomplete or illegible information from the buyer.

### § 3 Prices and payment

- (1) Prices include the legally valid VAT.
- (2) Prices are valid for collection from our warehouse including packaging.
- (3) The customer may only offset his own claims against our claims if the counterclaims are undisputed or legally determined. The customer is only entitled to withhold payment when the counterclaims are part of the same contract relationship.

### § 4 Dispatch

- (1) Goods are dispatched at our warehouse. We only ship the goods if this was agreed in writing in individual cases.
- (2) The shipping costs must be borne by the customer and include the costs of any transport insurance we take out.

### § 5 Guarantee and liability

- (1) In the event that the delivered goods contain defects the customer is entitled to the statutory rights.
- (2) Compensation claims asserted by the customer due to visible defects on the delivered goods are excluded if we are not notified of the defect within a deadline of two weeks after the delivery of the goods.
- (3) Our liability for compensation, irrespective of the legal reason (especially delay, defects or other infringements of obligation) is limited to the foreseeable damage typical of the contract concerned.
- (4) The above limitations do not apply to our liability based on intentional conduct, guaranteed quality characteristics, injury to life, limb and health or pursuant to the product liability act.

### § 6 Retention of title

- (1) We retain ownership of the delivered goods until the purchase price for the goods has been paid in full. During the period of retention of title, the customer may not sell the property or dispose of it otherwise.
- (2) In the event of seizures of the goods by third parties – especially by the bailiff – the customer will point out our property and inform us immediately so that we can assert our property rights.
- (3) In the event of conduct contrary to the contract on the part of the customer, in particular, delays in payment, we are entitled to demand the return of the goods if we have withdrawn from the contract.

### § 7 Liability

- (1) Our liability for compensation irrespective of the legal reason, in particular due to impossibility, delay, faulty or incorrect delivery, breach of contract, violation of obligations during contract negotiations and unlawful acts, is limited subject to the following paragraphs as far as it involves culpability.
- (2) We are not liable in the case of simple negligence on the part of our agencies, legal representatives, employees or other vicarious agents unless it involves a breach of essential contract obligations. Essential contractual obligations are the obligation to deliver the essentially defect-free object as well as obligations to provide advice, protection and care which should make contractual use by the customer possible, or ensure the protection of life and limb of the customer's personnel or the protection of their possessions from serious damage.
- (3) Should we be liable, liability is limited to defects that were foreseen at the conclusion of contract as possible consequences of a breach of contract or should have been foreseen. Indirect damage of consequential damages that result from defects to the delivered object as long as such damage could typically be expected when using the delivered object as intended.
- (4) We are not liable for defects of any kind whatsoever to all types of aircraft such as ultra light planes, kites, parachutes, model aircraft, rockets, drones, hang gliders and gliders and their parts, to foreign aircraft or aircraft parts as well as all applications that are subject to the German War Weapons Control Act and not for defects caused by grounding aircraft. Our engines and control systems are not subject to the prescribed safety and endurance tests, thus we are not liable for defects of any kind during and through use in manned aircraft as well as to control systems in nuclear reactors, aeroplanes, air traffic control systems, means of traffic and transport, medical life support systems, weapon systems.
- (5) We are not liable for defects of any kind caused by improper handling, especially opening the engines and control systems, improper installation or improper repair work or not adhering to electrical standards and regulations, also not for damage caused by environmental effects or due to malfunction or deficiencies of the device in the machine or facility, nor damage that occurred in connection with the utilisation of our products without our authorisation.
- (6) The above regulations shall apply to the same extent to the benefit of our agencies, legal representatives, employees and other vicarious agents.
- (7) The above limitations shall not apply to our liability based on intentional conduct, guaranteed quality characteristics, injury to life, limb and health or pursuant to the product liability act.