

General terms and conditions

I. Validity/Offers

1. All offers, deliveries and performances are made subject to the terms and conditions stated herein. These terms and conditions form part of any contract – including future contracts – concluded with the buyer. Previous terms and conditions shall herewith be deemed void.
2. The buyer's terms and conditions shall not bind us even if we do not specifically object to them upon receipt.
3. Our offers are without obligation and non-binding. Any agreements, especially verbal subsidiary agreements, promises, warranties and all other agreements shall only become legally binding upon our confirmation in writing, including via fax or e-mail.
4. The documents belonging to the offer or to the order confirmation, such as drawings, pictures, technical data, references to standards as well as statements in advertising material shall not constitute statements of quality, assurances or warranties. Drawings, pictures and technical data belonging to the offer or to the order confirmation shall only be approximate unless we have specifically indicated any information contained therein as being binding.
5. Deviations in the delivered item from offers, examples, samples or pre deliveries are permissible according to the appropriate applicable DIN/EN/ ISO standards or other applicable technical standards unless they do not impair the usability for the contractually agreed purpose
6. Orders or commissions may be accepted by us within 30 days.

II. Prices

1. Unless otherwise agreed, our prices are quoted ex work excluding packing and in each case plus the legally valid statutory value added tax.
2. If the order value falls below the amount of 100 Euros, the buyer may be charged with forwarding expenses in the amount of 10 Euros. For orders with a value of less than 50 Euros the buyer may be charged with a minimum quantity surcharge in the amount of 10 Euros.
3. If the goods are delivered in packaging, we shall calculate packaging at cost price. In accordance with the statutory regulations, we shall take back the packaging delivered by us in case it is returned within a reasonable period, freight prepaid.

III. Terms of payment

1. Our invoices shall be paid after the service has been provided and the invoice submitted. We accept a term of payment of 30 calendar days after date of invoice without deduction. The amount required for the settlement of the invoice has to be at our disposal at maturity. The overdue buyer shall be in default no later than 10 days after maturity of our claim without the requirement of a reminder.
 2. The Buyer is only permitted to retain payments or to set them off against counterclaims if the counterclaims are uncontested, ready for decision in a legal dispute or legally recognized.
 3. In case of default, we shall be entitled to charge interest in the amount of the current bank interest rates for credit in current account, however, at least interest rates in the amount of 9 percentage points above the applicable basic rate of interest.
- We shall be entitled to assert further default damages on submission of appropriate proof.

4. If, after conclusion of the contract, we become aware of circumstances which considerably diminish the buyer's creditworthiness, we shall be entitled to perform remaining deliveries or services only against advance payment or collateral security.
5. Any granted discount agreed upon shall always only relate to the invoice value excluding freight and packaging and requires complete settlement of any liabilities of the buyer at the time of discounting.

IV. Delivery periods and days

1. Delivery periods and dates as well as performance periods and dates shall always be deemed to be approximate unless a fixed period or a fixed date has been agreed upon. Delivery dates and delivery periods shall be deemed to be complied with if the delivery item has left our premises or has been handed over to the appointed carrier by the time the delivery period has expired.
2. In case of force majeure and other disturbing circumstances which were not foreseeable at the time of conclusion of the contract, particularly strikes and lockouts, which are beyond our will or control, the delivery periods shall reasonably be extended. This shall also apply if these circumstances occur at pre suppliers of the supplier. If the fulfillment of the contract should become unacceptable for one of the parties because of a delay due to a case of force majeure, the respective party shall be entitled to withdraw from the contract.

V. Retention of title

1. All goods delivered shall remain our property (goods subject to retention of title) until any claims resulting from the business relationship – irrespective of the legal basis – have been fulfilled, including any future or contingent claims.
2. If the goods subject to retention of title have been processed, combined or mixed by the buyer with other goods, we shall be entitled to co-ownership of the new object in proportion of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires due to combination or mixing, the buyer shall now hereby assign to us his ownership rights of the new stock or of the object to the extent of the invoice value of the goods subject to retention of title and store them for us free of charge. The co-ownership shares produced in this way shall be deemed to be retention goods according to Section V/1.
3. The buyer shall be entitled to sell the goods subject to retention of title only within the customary business operations under his regular terms and conditions of business as long as he does not default in fulfilling his payment obligations to us and as long as he is not in default, provided that all claims resulting from the resale are transferred to us according to Sections V/4 to V/6. The buyer shall not be entitled to other dispositions of the goods subject to retention of title.
4. The claims of the buyer resulting from the resale of the goods subject to retention of title shall now hereby be transferred to us. They shall serve as security to the same extent as the goods subject to retention of title. In the event of sale of the goods, on which we have co-ownership shares according to V/2, the claim shall be deemed to be assigned in the amount of these co-ownership shares.
5. At our request the buyer shall be required to inform his customers immediately about the assignment to us – unless we do it ourselves – and to provide us with the information and documents which are necessary for collection.
6. The buyer shall immediately inform us about any seizure or other interferences by third parties.
7. If the realizable value of all securities should exceed the secured claims by more than 20 %, we shall be required to release securities of our choice upon demand of the buyer.

VI Performance of Deliveries

1. The risk shall be transferred to the buyer in all business operations, including deliveries free domicile and partial deliveries, when the goods are handed over to a carrier, at the latest, however, when the goods leave the warehouse.
2. We shall be entitled to make partial deliveries to a reasonable extent. With goods manufactured to the buyer's specification, excess and short deliveries shall be allowed up to 10 % of the quantity agreed.
3. In the event of call-off contracts or basic agreements, we shall be entitled to produce the entire order quantity at one time. Any requests for changes cannot be considered after the order has been placed unless this has been specifically agreed to. If the goods should not be called up according to the contract, we shall be entitled, after expiration of a reasonable extension period, to invoice them as having been delivered.
4. The risk of transport damage of the goods shall only be covered by insurance upon express request and at the expense of the buyer.

VII Guarantee

1. The items delivered are to be inspected for defects, compliance with the order and completeness by the buyer immediately after delivery. They shall be deemed to be approved if the supplier has not received a complaint immediately, however, not later than within 10 calendar days after delivery of the delivered item, in writing, via fax or e-mail, or, if the defect was not apparent during the immediate and careful inspection, within 10 calendar days after discovery of the defect.
2. In the event of a reasonable, immediate complaint we may, at our choice, either remedy the defect or deliver an article free of defects. In the event of failure of the supplementary performance, the buyer may either reduce the purchase price or withdraw from the contract.
3. The buyer shall not be entitled to invoke any defects unless he gives us the possibility to verify the defect, especially if, upon request, he does not make the defective goods or samples thereof available to us.
4. Any warranty claims shall become time-barred after 2 years from delivery of the goods.

VIII General limitation of liability

1. According to the following sections, the liability for damages shall be excluded or limited, provided that it results from a fault. This shall apply for any reason, e.g. violation of an obligation, impossibility and default, as well as liability pursuant to culpa in contrahendo (culpability in contract negotiations), as far as claims have not been already arisen at agreement of these GTC, and liability based on tort.
2. For property and financial damages caused by negligence, the seller and his vicarious agents shall only be liable in case of violation of an essential contractual obligation. However, the amount shall be limited to the damages typical and foreseeable at the time the contract was concluded. Essential contractual obligations are those obligations the fulfillment of which characterizes the contract and on which the buyer can trust.
3. In cases of intent or gross negligence of vicarious agents, the seller's liability for indemnification is limited to reimbursement for damages that are typical for the contract and that could be foreseen at the time the contract was concluded.
4. Exclusions of liability and limitations of liability are not valid for claims under the product liability. Furthermore exclusions or limitations of liability are invalid for damage from death, personal injury, or impairment to health.
5. As long as seals or other products – regardless of their kind – are built into components for the

aircraft industry or in rail vehicles, the supplier shall be aware of the fact that our product liability insurance does not dispose of an extended product liability in this regard. The liability is limited to a total of € 10,000.00 (ten thousand Euros).

IX Copyrights

1. We shall retain property rights and copyrights for cost estimates, drafts, drawings and other documents; they might be made available to third parties only upon our agreement. Drawings belonging to offers and other documents about the subject of the offer are to be returned at our request.
2. If items have been delivered by us in accordance with drawings, samples, tools or other documents provided by the buyer, the buyer shall assume the liability that goods delivered in accordance with the buyer's specifications do not violate property rights of third parties.

If a third party enjoins us from manufacturing or delivering such items with reference to property rights, we shall be entitled, without having to check the legal situation, to cease our activity and, if the buyer is at fault, to claim damages. Moreover, the buyer shall keep us indemnified from any claims related hereto from third-parties.

X Test parts, forms, tools

1. If parts are to be provided by the buyer to complete the order, they shall be delivered free domicile, in time, free of charge and defaults, with the agreed quantity, if possible with a reasonable additional quantity for possibly rejected items. If this does not occur, any resulting costs and other consequences shall be borne by the buyer.
2. Any costs regarding manufacturing of samples or test parts, including costs for forms or tools, shall be borne by the buyer.
3. Title to forms or tools shall conform with the agreements made. If these devices become unusable before the agreed output quantity has been fulfilled, the necessary costs for replacement shall be borne by us. We commit ourselves to keeping available forms or tools at least for two years after their last usage.
4. The liability for the manufacturing devices provided by the buyer shall be limited to the same care we usually apply in our own affairs. The costs for maintenance and care shall be borne by the buyer.

XI Miscellaneous

1. The place of performance for all duties resulting from the contractual relationship shall be the place of the supplier. The place of jurisdiction for merchants shall be the principal office of the supplier. We may also sue the buyer at his place of jurisdiction.
2. All business relations shall exclusively be subject to the law of the Federal Republic of Germany to the exclusion of the international conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

XII Data protection regulation

If a purchase contract is initiated, concluded, transacted or reversed, we shall, within the scope of the legal requirements, collect, save and process data.

If visits to our Internet site are made, the current IP address used by your PC, the date and hour, type of browser and operating system as well as the pages viewed by you shall be taken into protocol.

Conclusions on personal data are not intended.

Personal data which are provided to us e.g. in an e-mail or by placing an order (e.g. your name and your contact data) shall only be processed for correspondence with you and only for the purpose for which your data has been provided to us by you. We shall only transmit your data to the forwarding agency appointed with the delivery as far as this is necessary for the delivery of the goods. For handling of payments, we shall transmit your payment data to the credit institute charged with the payment.

We ensure that we will not transmit personal data to third parties unless we should be bound by law for doing this or if you have specifically agreed to this previously. If we make use of services by third parties for execution and processing of production processes, the provisions of the Federal Data Protection Law shall be observed.

Retention period

Personal data which has been transmitted to us by visiting our website shall only be stored as long as the purpose is fulfilled for which the data has been provided to us. As long as commercial and fiscal retention periods are to be observed, the retention period may amount up to 10 years for particular data.

ULMAN Dichtungstechnik GmbH

**Postfach 600156
71050 Sindelfingen
Germany**

Phone: 0049 (0)7031-73261-0

Fax: 0049 (0)7031-73261-44

<http://www.ulman.de>

Status of March 2016