

General Terms and Conditions of Delivery

RIBE Group - RIBE
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1. General

- a) The below General Terms and Conditions of Delivery shall apply for all quotations and orders made or received by RIBE unless otherwise agreed in writing. These General Terms and Conditions of Delivery, as far as they have not yet been agreed before, shall become contents of the contract on conclusion of the contract.
- b) The contractual partner's general terms and conditions shall not become effective, even if the contractual partner expressly stipulates in his order documents that these conditions shall apply. From the acceptance of the order by RIBE the effectiveness of other conditions cannot be derived.

2. Delivery time

- a) Specific delivery dates may not be deemed agreed as a general rule. Given delivery dates are for orientation only. As far as in individual cases a specific delivery date is agreed, this shall apply only subject to timely receipt of materials and flawless functioning of the finished part during quality control.
- b) In the event of default in taking delivery by the contractual partner, RIBE is entitled to claim compensation for the damage incurred by RIBE. Upon start of the default in taking delivery the risk of accidental deterioration and accidental destruction shall pass to the contractual partner.
- c) The adherence to agreed delivery periods shall depend on all documents, information, provisions and approvals to be provided by the contractual partner being supplied in time.
- d) In the case that RIBE is in delay with the delivery, the contractual partner shall be entitled to demand lump sum damages in the amount of 0.5 % of the value of the goods related to the delayed delivery per completed week, but not more than 10 % of the value of the goods. The enforcement of higher damages for delay shall be excluded.
- e) In cases of force majeure RIBE shall be relieved from its obligation to deliver until force majeure ends. RIBE shall inform the contractual partner thereof immediately. The impossibility of a sufficient supply of raw materials and provision of means of transportation, strikes and lockouts shall be deemed equivalent to a case of force majeure. Whether upon termination of force majeure a subsequent delivery shall arise for the deliveries not realised during this period, shall be agreed in mutual consent.

3. Partial delivery

If an order is executed in partial deliveries, RIBE shall be entitled to determine the sequence of the delivery of the parts and the individual quantities.

4. Sub-suppliers

RIBE shall be entitled to engage third parties for the fulfilment of its duties. However, RIBE is liable to the contractual partner that the products being manufactured or delivered by third parties comply with the relevant quality standards agreed upon.

5. Deliveries

- a) Unless otherwise agreed, the place of performance of the delivery is the registered office of RIBE.
- b) If, upon request of the buyer, the products are shipped to a destination designated by him, the risk of transportation passes to the contractual partner, even in cases of carriage paid deliveries, at that point in time when RIBE hands the products over to the forwarding agent, the freight carrier or the railway company.
- c) RIBE shall be entitled to take out transportation insurance covering the value of the goods on behalf and at the expense of the contractual partner.
- d) RIBE reserves the right to undertake excess/short delivery of up to 10 % in individual cases; despite the excess/short delivery the contractual obligations regarding the volume shall be deemed duly fulfilled. Invoicing shall be based on the actual quantity delivered.
- e) Partial deliveries shall be admissible as far as they are reasonable for the contractual partner.

6. Products and services

- a) RIBE reserves the right to supply at the same price products that are technically and in quality equivalent or better than those ordered and confirmed. The acceptance of these equivalent or better products shall be deemed agreed.
- b) The products supplied and the services rendered are specified in data books, catalogues, drawings or similar documents. Thereby properties or characteristics are not guaranteed. Drawings/tables, dimensions or performance data shall only be binding if expressly agreed in writing. These, however, do not guarantee properties or characteristics, nor do notifications of technical data of RIBE products.

7. Prices

- a) The prices in the relevant valid price list or the prices stated in the quotation shall be applicable. These are net industry prices in EURO for 1 piece each, subject to the purchase of the individual RIBE packaging unit.
- b) The prices are ex works, exclusive of freight, packaging and VAT. VAT is shown and calculated separately. All previous price lists shall become void hereby.
- c) Prices for special designs and/or essentially bigger quantities upon request.
- d) Orders with an order value below € 300 (net value of goods) are subject to a supplementary charge of € 75.
- e) Price changes remain reserved at any time without prior notice.

8. Packaging unit / packaging

- a) RIBE products come in packaging units (PU). Orders are supposed to be for a multiple of a packaging unit.
- b) The packaging shall be charged at cost price and not taken back. In any case, it forms part of the goods, and therefore shall be paid when the overall purchase price is due.

- c) In case returnable containers or EURO pallets are required for delivery, these will be supplied by RIBE against a pro forma charge. The rented material shall be returned free of all charges. Upon return in unobjectionable condition a credit note shall be issued in the amount of the pro forma charge. In the events that the material is not returned within six months, the charge shall not be paid back.

9. Invoicing and payment

- a) Invoices shall be paid without any deductions within 14 days from date of invoice.
- b) The place of performance for the payment obligation of the contractual partner is Schwabach. The payment shall be deemed timely if the amount to be paid has been credited to the account specified by RIBE and is at RIBE's disposal on the due date.
- c) The contractual partner is in arrears without further notice 14 days from the invoice date in case he has not paid by this day. From this point in time RIBE shall be entitled to charge interest on arrears at a level of 8 % above the relevant base rate, to demand immediate payment of claims not yet due or deferred, and to suspend any further deliveries. In case of a delayed payment for more than 10 banking days all RIBE's outstanding bills against the contractual partner become due for payment. The right to enforce further damage for delay remains reserved.
- d) The contractual partner shall reimburse RIBE all reasonable fees, costs and expenditures that accrued in relation to a successful enforcement of a claim out of Germany. In case of a partial successful enforcement the fees, costs and expenditures shall be reimbursed pro ratio.

10. Ban on offsetting and assignment

- a) The contractual partner is not entitled to set off against claims by RIBE and exercise the right of retention, in particular regarding complaints due to defects, unless the claims of the contractual partner have been recognised by RIBE or legally established.
- b) Claims against RIBE shall only be assigned upon written approval by RIBE. RIBE shall be entitled to assign claims against the contractual partner to a third party.

11. Warranty

- a) For material and legal defects RIBE warrants as follows under exclusion of further claims and subject to the "Liability" section of these General Terms and Conditions:
- b) The buyer shall examine the products received immediately upon receipt. The products shall be examined with regard to their suitability for the intended use.
- c) Complaints due to defects shall always be made in writing.
- d) All those parts of the products received that have been identified as being defective due to a circumstance that lies before the passage of risk shall be reworked or delivered again free of charge upon discretion of RIBE.
- e) For the performance of all necessary rework or replacement deliveries, the contractual partner shall consult with RIBE and grant RIBE the necessary time and opportunity; otherwise RIBE will be relieved from liability for the consequences resulting thereof.

Only in urgent cases, if the operational safety is at risk and/or to prevent unreasonable high damage, and provided he has informed RIBE thereof immediately, the contractual partner shall have the right to eliminate the defect on his own or have it eliminated by a third party, and to demand from RIBE compensation of the expenses incurred.

- f) As provided by the applicable legal regulations, the contractual partner shall be entitled to withdraw from the contract provided that RIBE - taking into account the legal exceptions - fails to observe a reasonable period set for rework or replacement delivery following a material defect. Should the defect be insignificant, the contractual partner has only the right of a reduction of the contractual price.
- g) RIBE does not give any warranty in the following cases:
 - Improper or unsuitable use of the products by the contractual partner or third parties,
 - Improper or careless handling, physical and electrical influences for which RIBE cannot be held responsible.
- h) In the event that the contractual partner or a third party performs unsuitable rework/repair, RIBE shall not be liable for the consequences resulting thereof. The same applies if modifications are made to the item of delivery without prior written consent.
- i) RIBE does not warrant that the products delivered are suitable for the applications chosen by the contractual partner or comply with the specifications of the application of the contractual partner. The contractual partner himself is responsible for the suitability of the product delivered for the intended application.

12. Legal defects

- a) In the case that the use of the products delivered leads to a violation of industrial protection rights or copyright, RIBE shall at its own expense provide the contractual partner with the right of further use or modify the products in a reasonable manner so that the infringement of the protection rights no longer persists. If this is not possible under economically acceptable conditions or within a reasonable period, the contractual partner shall be entitled to rescind the contract. Moreover, RIBE shall indemnify the contractual partner of undisputable or legally established claims of the respective proprietors of protection rights.
- b) The rights stated are final, subject to the "Liability" section. These shall only arise if
 - the contractual partner informs RIBE immediately about violations of protection rights or copyright being exercised,
 - the contractual partner supports RIBE to a reasonable extent in rejecting the claims being enforced and/or makes it possible for RIBE to perform the necessary modifications,
 - any option of defence including extrajudicial agreements is reserved for RIBE, the legal defect is not based on instructions by the contractual partner,
 - the breach of law has not been caused by the fact that the contractual partner
 - has altered the item of delivery on his own, or in a way not in compliance with the contract.

13. Reservation of title

- a) The products sold shall remain the property of RIBE until all claims from the business relationship, including those arising in the future, are met.
- b) Bills of exchange or cheques are considered as payment only after having been honoured. Treatment or processing of the products is deemed performed by order of RIBE.
- c) In the case of combining or mixing with external items, RIBE acquires co-ownership in such proportion which corresponds to the proportion of the products of RIBE to the items supplied by the contractual partner at the time of combining or mixing.
- d) If the contractual partner acquires sole title to the newly created item, he already now concedes co-ownership thereof in the proportion of the invoice value of the goods under retention to the value of the newly created item.
- e) Until otherwise determined, the contractual partner shall be entitled to resell the goods in the property or partial property of RIBE within the scope of orderly business transactions, but he shall not pledge them or assign them by way of security. In the case that the contractual partner himself sells the products by RIBE or his goods which contain RIBE products without obtaining the complete purchase price in advance or sequentially against transfer of the purchased item, the contractual partner shall commit himself to agree a reservation of title according to these Terms and Conditions with his contractual partner. Already now, the contractual partner assigns his receivables from this subsequent sale as well as the rights from the reservation of title agreed by him to RIBE. Upon request of RIBE the contractual partner commits himself to make the assignment known to his contractual partner and to provide RIBE with the necessary information or documents it requires to enforce its rights against the buyer.
- f) In cases of arrears in payment, other significant violations of the contract or essential deterioration of the financial circumstances of the contractual partner he shall be obliged upon request of RIBE to immediately hand over all objects to RIBE of which RIBE is the co-owner.
- g) If the total value of the securities from the reservation of title exceeds the claims of RIBE from the business relationship with the contractual partner by more than 20 %, RIBE will upon request of the contractual partner declare release of securities at its discretion.

14. Liability

- a) Claims by the buyer for damages or compensation of expenses, irrespective of on which legal ground, in particular owing to the violation of duties from a contractual obligation and from unlawful act are excluded. This shall not apply to cases where a guarantee is given or of a procurement risk. This shall equally not apply to cases of mandatory liability, e.g. according to the product liability law, to cases of intention or gross negligence, owing to loss of life, bodily injury or damage to the health of a person as well as the violation of major contractual obligations.
- b) The claim for compensation in cases of violation of major contractual obligations, however, shall be limited to foreseeable damage typical of the contract, as far as no gross negligence exists or the liability pertains to the loss of life, bodily injury or damage to the health of a person. A change of the burden of proof to the detriment of the buyer does not result thereof.
- c) The period of limitation for claims of the contractual partner is one year, irrespective of the legal foundation.

15. Product consulting

RIBE offers to advise the contractual partner within the scope of its possibilities on use, handling and application of the products delivered and provide the relevant information. This support will be given to the best of our knowledge but does not relieve the contractual partner from his obligation to check the suitability for the intended use.

16. Protection rights

Through conclusion of this contract, RIBE in no way waives the protection and trademark rights to which it is entitled.

17. Secrecy

- a) The contractual partner shall not pass on any technical or other information, as well as samples and other objects, which he receives from RIBE in connection with this contract, irrespective of whether in verbal, written or other form, (thereupon called "information") to third parties, shall protect them from the access by third parties like his own business secrets and use them for no other purpose than the performance of this contract. In particular, this information shall not be used for the making of products for third parties or the application for patents or other protection rights.
- b) The property of all information rests with RIBE. Upon request of RIBE, the contractual partner shall return all files, documents and other objects to RIBE which constitute or contain information, and destroy them in case the return is not possible. A right of retention of information shall be excluded.
- c) The obligations according to a) und b) shall not apply as far as the information
 - “ is or becomes generally known for which the contractual partner cannot be held responsible,
 - “ demonstrably has already been known to the contractual partner without secrecy obligation or was developed by him independently or
 - “ was communicated to the contractual partner by a third party without secrecy obligation.

18. Place of jurisdiction / other agreements

- a) Place of jurisdiction for all disputes including all actions on bills of exchange and cheques is the Landgericht Nürnberg-Fürth (District Court of Nuremberg-Fürth).
- b) For all disputes between the parties of this contract, the law of the Federal Republic of Germany shall exclusively be applicable, unless there is a deviating written agreement. The uniform law governing the international purchase of movable items shall not be applicable.
- c) Verbal side agreements shall not be valid unless confirmed in writing.