

General Terms and Conditions of Sale and Delivery No.: 06/2021 of Lederer GmbH (hereinafter referred to as Lederer)

I. General Provisions and Scope of Application

1. These General Terms and Conditions of Sale and Delivery shall apply exclusively for the entire business relationship between Lederer and the Purchaser. Any conditions of purchase or other general terms and conditions of the Purchaser are hereby objected. They shall not apply.
2. If there is a general agreement between the Purchaser and Lederer, these General Terms and Conditions of Sale and Delivery shall apply to the general agreement as well as to the individual purchase order.
3. These General Terms and Conditions of Sale and Delivery shall only apply to businesses in terms of section 310 BGB (German Civil Code).

II. Offer; Offer Documents; Conclusion of a Contract

1. Our offers are non-binding. Documents pertaining to the offer like illustrations, drawings, weight specifications and dimensions shall be deemed only as an approximate value, unless they have expressly been designated as binding. If Lederer provides any drawings or technical documentation regarding the object of purchase to the Purchaser, they will remain property of Lederer.
2. Orders placed by the Purchaser are binding to the Purchaser. Delivery or invoice shall be deemed as acceptance of the respective order, unless Lederer has confirmed the order in writing.
3. The written confirmation of Lederer is exclusively decisive for the contents of orders and agreements unless promptly objected by the Purchaser in writing. This shall apply in particular to orders and agreements made orally or by telephone. Such written notice to Lederer will no longer be regarded as promptly if it is not received by Lederer within seven days.

III. Written Form

The required written form provided in these General Terms and Conditions of Sale and Delivery shall also be deemed to be kept if a statement has been made by telefax or email. The written form shall be deemed to be kept if Lederer and the Purchaser have made corresponding statements each complying with these written form provisions, too.

IV. Prices; Terms of Payment

1. Unless otherwise provided the prices of Lederer are specified in Euro and the Purchaser shall pay in Euro. All stated prices are net prices. The prices do not include VAT at the statutory rate, transportation charges, customs, postal charges, packing, insurance or other expenses. Packing will be charged at original costs; its return is excluded.
2. Lederer shall be entitled to perform only concurrently against prior payment of the purchase price. As for the rest invoices of Lederer shall be payable within 14 days of the invoice date without any deduction, unless otherwise provided between the parties or in the offer/the offer acceptance letter by Lederer. Checks or bills of exchange will only be accepted on account of performance; Lederer shall be entitled to return them any time; they shall be deemed as payment once they are discharged and irrevocably credited on Lederer's bank account. The Purchaser shall bear all costs and expenses incurred by a check or a bill of exchange. If the Purchaser defaults in any payment obligation towards Lederer, all existing claims against the Purchaser shall become payable immediately.
3. Lederer shall be entitled to charge interest for late payment from the due date at a rate of eight percentage points above the applicable base interest rate. Any additional claims – in particular in respect of events of default on the part of the Purchaser – shall remain unaffected.
4. Lederer's invoices shall be deemed to be accepted if the Purchaser does not object in writing within 30 days as of receipt of the invoice. Lederer will make the Purchaser aware of this provision with each invoice.

V. Deterioration of the Purchaser's Financial Situation

1. If one of the following events occurs or if such event has occurred before conclusion and does not become known to Lederer until after conclusion, Lederer shall be entitled to claim advanced payment up to the agreed price by the Purchaser as well as to revoke any respite for payment that has been agreed or granted and return any bill of exchange in circulation. This shall apply in the case of the following events:
 - The Purchaser files an application of judicial or extrajudicial insolvency, bankruptcy or composition proceedings against the Purchaser or a judicial or extrajudicial insolvency, bankruptcy or composition proceedings regarding the Purchaser's assets is initiated or the initiation of such proceeding is dismissed for the lack of assets.
 - There is a written credit report provided by a bank or a credit reporting agency certifying the Purchaser's lack of creditworthiness or a relevant deterioration in financial circumstances or that a check or bill of exchange is dishonored or protested;
 - The Purchaser is in default of payment in the context of another transaction with Lederer.
2. If the Purchaser does not meet Lederer's legitimate demand for advance payment within an appropriate extension period of time specified by Lederer, though Lederer having announced to refuse any performance by the Purchaser after expiry of this period, Lederer shall be entitled to withdraw from the contract or to claim compensation for damages in lieu of performance with respect to the part of the contract not-yet performed by Lederer.

VI. Set-off and Right of Retention

1. Set-off against any counterclaim is not permissible if the respective counterclaim is disputed by Lederer and has not been established as due for payment by a court of law. The Purchaser shall not be entitled to enforce a right of retention against any counterclaim under the same contract, unless such counterclaim is admitted by Lederer or has been established as due for payment by a court of law.
2. The Purchaser shall only be entitled to retain payments due to a notice of defects if the notice of defects is justified beyond any doubt; in other respects the retention is limited to an extent which is in reasonable relationship to the defect occurred.

VII. Place of Performance

Unless otherwise provided the place of performance for deliveries, services and payments is Lederer's place of business.

VIII. Dispatch; Transfer of Risk; Insurance and Acceptance

1. Despite of the place of dispatch the risk shall pass to the Purchaser by the beginning of shipment and/or dispatch of the delivery item has begun, even if partial deliveries are sent and/or Lederer has undertaken to perform further services, such as delivery charges or delivery and installation and/or putting into operation at the Purchaser's operating place. However, this shall not apply in the event that Lederer transports by its own employees or its employees have lost or damaged the delivery item culpably.

2. If the dispatch and/or the acceptance is delayed due to the Purchaser's request or for reasons without Lederer's scope of accountability, the items will be stored at the Purchaser's expense and on the Purchaser's risk. In this case the risk shall pass over to the Purchaser on the day of notification of readiness for dispatch.
3. Deliveries are sent by railroad, mail, freight forwarding business or own trucks and suitable packaging on behalf of and choice of Lederer.
4. A transport insurance shall only be contracted upon request of the Purchaser, against any insurable risk requested by the Purchaser, in particular against theft and transport damages, and shall be charged to its expenses. Lederer shall be notified about any transport damages without undue delay. The Purchaser shall arrange all required formalities with the transport carrier, in particular all necessary evidence for the purpose of recourse action against third parties. As far as any breakages, shrinkage and the like being customary in the trade remain within tolerable limits, complaints cannot be made.
5. Lederer shall be entitled to send partial deliveries and charge them separately, provided the respective partial delivery is deemed acceptable to the Purchaser. However, the Purchaser shall not be entitled to demand partial delivery, unless agreed upon in advance.
6. If and to the extent Lederer is obliged to accept return of packaging material, the Purchaser shall bear the expenses for such return.

IX. Delivery Date; Delivery Contents; Default in Delivery; Exclusion of the Obligation to Perform; Purchase on Demand

1. Delivery dates and deadlines shall only be binding if confirmed by Lederer in writing.
2. A delivery period only specified in respect of its length shall start upon the end of the day on which an agreement on all contractual details has been reached, but not before Lederer has accepted the respective order and not before supplying all documents and approvals to be provided by the Purchaser and not before the receipt of an advanced payment to be made by the Purchaser, as agreed upon. A delivery period or date shall be deemed to be met if the item has been dispatched before expiry of the period to the purchaser or – in case the item cannot be dispatched or is not meant to be dispatched – Lederer has sent its notification of readiness for dispatch before expiry of the period to the purchaser.
3. The obligation to deliver and the delivery period of Lederer are subject to a proper and in-time delivery on the part of Lederer's suppliers. If Lederer has concluded a matching cover transaction and has been failed by its subcontractor, Lederer shall be entitled to withdraw from the contract.
4. Lederer shall be entitled to send partial deliveries, provided these partial deliveries do not decrease the reasonable minimum. The Purchaser shall not be entitled to demand partial deliveries, unless otherwise expressly agreed upon.
5. The Purchaser shall be obliged to inspect and sign the delivery note. Any objections shall be raised to Lederer in written form without undue delay. Otherwise, the quantity delivered as per signed delivery note shall be deemed to be acknowledged.
6. Force Majeure
- 6.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- 6.2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 6.3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.
7. Lederer's performance shall be deemed accomplished as soon as the delivery items are ready to dispatch in its plant and the Purchaser has been informed about the readiness of dispatch; it also shall be deemed as accomplished as soon as the delivery items leave Lederer's plant as provided in the contract. If the dispatch is delayed for reasons within the Purchaser's scope of accountability, the delivery period shall be deemed to be met on notification of readiness for dispatch.
- Periods and dates agreed or otherwise applicable shall be extended and/or placed on hold by the period in which the Purchaser defaults in performance of its obligations – within the scope of a current business relationship also of obligations under other contracts.
8. If Lederer is in default of delivery or if Lederer's performance due to section 275 BGB (German civil code) is excluded, Lederer shall only be liable to pay compensation under the conditions and to the extent set forth below in section XII subsection 6, however, subject to the following additional conditions:
 - If Lederer is in default of delivery due to slight negligence on its part, claims for default damages shall be limited to a lump sum compensation amounting to 0.5 % of the respective delivery value for each full week of default, but not more than 5 % of the respective delivery value, whereas Lederer reserves itself the right to proof that a minor damage or no damage has actually occurred as a result of default. Further claims of the Purchaser shall require that the event of default is due to intentional misconduct or gross negligence on Lederer's part.
 - In events of default the Purchaser shall only be entitled to claim compensation for damages in lieu of performance if it had set an appropriate grace period for supplementary performance of not less than 4 weeks, whereas the Purchaser shall be entitled to set an appropriate period of less than 4 weeks in a given case, if a period of not less than 4 weeks is to be considered unacceptable to him.

– Any right to withdraw from the contract as well as any claim for compensation on behalf of the Purchaser is limited to the part of the contract not-yet performed, unless the Purchaser has reasonably no interest in the part of the contract yet performed anymore.

– Compensation claims against Lederer for default damages or due to the exclusion of performance due to impossibility shall become time-barred upon expiry of one year of the statutory limitation period commencement.

– The above-stated provisions shall not apply to damages to life, body, health or freedom of the Purchaser as well as to damages caused by intentional misconduct or gross negligence on behalf of Lederer, its legal representatives or persons whom it uses to perform its obligation; in events of default they shall neither apply if a fixed date has been agreed upon.

9. Orders on call will only be accepted for an acceptance period. If the respective acceptance period is not specified exactly, it shall expire twelve months after conclusion of the contract. In this case the goods shall be accepted in approximately equal monthly quantities. If acceptance is not made within the period agreed upon, Lederer shall be entitled to deliver any completed consignments without further notice or store them at the Purchaser's expense. Moreover Lederer shall be entitled to set a grace deadline for acceptance of the goods under penalty of refusal of acceptance upon expiry of the given period. If the grace period expires inefficaciously in that case, Lederer shall be entitled to withdraw from the contract while terminating its obligation to deliver and claim compensation for damages in lieu of performance in respect to the part of a contract not-yet performed by it.

X. Default in Acceptance of the Purchaser

1. In events of default in acceptance in whole or in part on behalf of the Purchaser, Lederer shall be entitled either to cancel the contract or claim compensation for damages in lieu of performance, but limited to the part of the contract not-yet performed and provided an appropriate grace period specified by Lederer under penalty of refusal of acceptance upon expiry of the period has expired inefficaciously. The statutory rights of Lederer due to default in acceptance remain unaffected.

2. The Purchaser shall refund Lederer's inventory costs, warehouse charge and insurance expenses regarding goods being due to acceptance but not being accepted. However, Lederer shall not be obliged to insure any stored goods.

XI. Condition of the goods; supererogation and short performances

1. Characteristics and qualities shall only be deemed as warranted if they have been expressly agreed in the contract. Verbal statements and statements in Lederer's documents, including, but not limited to, samples, measurements, DIN-/ISO-regulations, performance specifications and other information regarding the condition of the delivery item shall only serve as specification and shall not be deemed as warranted characteristics or guaranties. If and to the extent that the materials used by Lederer are contractually specified, this shall only warrant the compliance with such specifications and not the suitability of the materials for contractually purposes. Lederer shall only be obliged to notify in the event of obvious unsuitability.

2. In case of technology-induced necessity, Lederer reserves the right to supply the ordered items with deviations occurred in conditions, dimensions and other characteristics of the items supplied.

Lederer will notify the Purchaser of any such deviations occurred. In this case the Purchaser shall not be entitled to any warranty claims, if and to the extent that the deviations do not result in any material impairment regarding the usability of the items to the Purchaser.

3. Lederer reserves the right to deliver up to 10 % under or above the quantity ordered as well as deviations in measurements and weights and from illustrations and specifications, provided the items delivered are not materially affected adversely regarding their usability hereto and are not deemed to be unacceptable to the Purchaser due to other reasons.

XII. Liability and compensation

1. The warranty and deficiency claims of the Purchaser are subject to the compliance with its obligations set forth in section 377 HGB (German Commercial Code) to examine and file complaints and provide Lederer with a written notification of this. Any complaint shall be made within a limitation period of seven days commencing with the receipt of the delivery. Notification of concealed defects shall be sent in writing immediately after discovery. If the Purchaser fails to give a proper and punctual notice of defect, the Purchaser shall not be entitled to assert any claims regarding the situation that had to be announced, unless Lederer has acted fraudulently.

2. The Purchaser shall provide Lederer with an appropriate quantity of the items being defective in its opinion on request for tests and the verification of deficiency and/or warranty claims by Lederer or a third party promptly, whereas Lederer shall bear the respective delivery charges.

3. The Purchaser's deficiency and/or warranty claims shall be determined by the statutory provisions, provided that the Purchaser grants to Lederer an appropriate period of time for supplementary performance of at least four weeks, whereas the Purchaser may determine an appropriate period of less than four weeks in a given case, provided that a period of at least four weeks is deemed to be unacceptable to him. The period for supplementary performance shall not commence before the Purchaser has returned the defective items, whereas Lederer shall bear the delivery charges. If the defect affects only a part of the items delivered by Lederer, the Purchaser's right to withdraw from the contract and to claim compensation for damages in lieu of performance is limited to the defective part of the delivery, unless this limitation is impossible or deemed to be unacceptable for the Purchaser. Deficiency claims regarding goods or services are limited to the extent determined in the following subsection 6.

4. Damages which are caused by outside influence, inappropriate positioning or handling, inadequate operating or maintenance, corrosion or normal wear and tear shall not result in deficiency liability and compensation. Moreover no deficiency and/or warranty claims shall arise if hydrogen embrittlement occurs, in particular if a special treatment or coating of the respective product has been made. In these cases it shall be deemed in accordance to the current state of the art and the specifications of fasteners that the risk of hydrogen embrittlement using a least class of 12.9 (= minimum tensile strength and relation of the lower yield strength to the nominal tensile strength) exists in general, at 10.9 in the majority of cases and at 8.8 in extreme cases. Moreover no deficiency claims shall arise regarding hydrogen embrittlement on spring steel items, since this danger cannot be eliminated hereto.

5. Lederer's liability due to damages arising from injury to life, body, health or freedom of the Purchaser, and being attributable to culpable infringement of obligations, shall neither be excluded nor limited.

Lederer's liability for any other damages is subject to an intentional or gross negligence on behalf of Lederer or one of its legal representatives or persons whom it uses to perform its obligation.

In case Lederer has caused damage due to slight negligence, its liability is subject to a violation of material contractual obligations and is limited to damages reasonably predictable and typical to the subject matter of contract.

In other respects the Purchaser's claims for compensation due to violation of contract, tort or any other legal basis shall be excluded.

The above-stated limitation of liability shall not apply to any lack of guaranteed qualities, characteristics or attributes, if and to the extent the guaranty's purpose is to prevent any damages to the Purchaser not occurring in the goods or services themselves.

If and to the extent Lederer's liability is excluded or limited, this limitation shall also apply to the private liability of its employees, workers, staff and vicarious agents. The above-stated limitation of liability shall also apply to consequential damages in any case.

However, the above-stated limitation of liability shall not apply to claims under the terms of Produkthaftungsgesetz (German Product Liability Code).

6. If a notice of defect turns out to be unfounded, the Purchaser shall be obliged to compensate any required and appropriate expenses arising to Lederer from the notice of defect. Otherwise Lederer shall be obliged to bear all expenses for the purpose of removing the defect, including but not limited to costs of transport, road, labor and material, as far as these costs do not arise from the fact that the purchase item has been taken to somewhere else than the place of performance.

7. The warranty period amounts to two years as of the transfer of risk in the context of sale contracts and to one year as of the transfer of risk in the context of second hand sales. In the context of contracts for work the warranty period amounts to two years as of acceptance of performance, regardless of whether the acceptance has been stated expressly or conclusively.

XIII. Retention of Title; Securities

1. The delivered goods remain Lederer's property up to full payment on all present or future accounts receivable against the Purchaser.

2. Processing or modification of goods delivered by Lederer shall always take place on behalf of Lederer, though without obligating Lederer. In case a product delivered by Lederer is being processed with other goods not belonging to Lederer, Lederer shall obtain co-ownership rights of the new product in proportion of the invoiced amounts of the delivered goods by Lederer to the invoiced amount of the other used goods at the time of the processing. In case Lederer's products are being connected with other moveable products to make one uniform product and if the other product is regarded as principal product, the Purchaser shall transfer the pro-rata ownership to Lederer, provided and to the extent the Purchaser owns the principal product. In case that the transfer of the owner ship or co-ownership requires the delivers of the goods, this procedure is replaced by the agreement already entered into that the Purchaser safeguards the product for Lederer like a hirer or if the Purchaser does not possess the product, that the delivery of the goods is replaced by assignment of the claim for surrender against the possessor.

Goods to which Lederer has a right of (co-)owner ship according to the above-stated provisions are hereinafter referred to as retained goods.

3. The Purchaser shall be entitled to sell retained goods in the proper course of business as well as to use the retained goods as components of a new product. The Purchaser already assigns the claims arising from the sale of assembly or from any other legal basis of the retained goods in advance to Lederer, in total or in proportion to the (co-)owner ship ratio of the respective sold or processed product. If such claims are included in ongoing invoices the assignment of rights must also include outstanding balance claims. The assignment shall be first-ranking.

Reserving the right of revocation Lederer empowers the Purchaser to collect the respective assigned financial claims for Lederer. The Purchaser shall be obliged to transfer any collected amounts immediately to Lederer, to the extent and as soon as the claims are due and payable. If Lederer's claims are not due for payment yet, the Purchaser shall document and record the collected amounts separately.

Lederer's right to collect the claims itself remains unaffected. However, Lederer undertakes not to collect such claims as long as the Purchaser fulfills its payment obligations resulting from the collection of payments and there is no default in payment on behalf of the Purchaser and no petition in bankruptcy/insolvency has been filed and no stoppage of payments is stated. However, in these cases the Purchaser shall be obliged to disclose the assigned claims and the debtors to Lederer, to provide the relevant documents and to inform about all facts necessary for the collection of the payments; moreover the Purchaser shall be obliged to inform the third party debtors about the assignment of claims whereas Lederer shall still be entitled to inform third party debtors about the assignment. The Purchaser's rights to resell, process, mingle or assemble any retained goods and to collect Lederer's payment claims expire upon stoppage of payment or filing a judicial or extrajudicial application of bankruptcy/insolvency, even without Lederer's revocation of these rights.

4. The Purchaser shall be obliged to inform Lederer immediately if any third party claims any rights to the retained goods or the assigned claims and shall bear all costs of necessary interventions or defense.

5. The Purchaser shall be obliged to handle the retained goods with care and to insure them adequately according to the original value against fire, water or theft at the Purchaser's own expense.

6. If the Purchaser breaches the contractual provisions – particularly in events of default in payment – Lederer shall be entitled to take back the retained goods at the Purchaser's expense or to request the assignment of the Purchaser's claim for surrender against third parties regarding the retained goods. Taking back or attaching retained goods by Lederer do not mean termination of the contract, unless Lederer explicitly states so in writing.

7. If the retention of title loses its validity because the product is sold abroad or if Lederer loses its retention of title for any other reason the Purchaser shall be obliged to immediately grant Lederer another way of securing the retained goods or another kind of security which is valid under the applicable law of the foreign purchaser's place of business and comes as close as possible to the retention of title in Germany.

8. If the nominal value of the securities exceeds the claims of Lederer by more than 20 % sustainably, Lederer shall return a proportional part of the securities at Lederer's own option upon request of the Purchaser.

XIV. Assignment

1. Lederer shall be entitled to assign any claims against the Purchaser arising from the joint business relationship of any kind whatsoever, including but not limited to Lederer's claims for default damages, to any third party.

2. However, assignment of any kind of claims of the Purchaser against Lederer shall be only permitted with Lederer's written consent.

XV. Place of jurisdiction; governing law

1. Exclusive place of jurisdiction for deliveries, services and payments – including but not limited to actions pertaining checks and bills of exchange – as well as for any disputes arising between the parties is the place of the registered office of Lederer. However, Lederer shall be entitled to institute proceedings against the Purchaser at any other venue applicable under the terms of section 12 et seq. ZPO (German Civil Procedure Rules) yet.

2. The laws of the Federal Republic of Germany shall apply exclusively excluding the international sale of goods law, in particular the UN-Convention of Contracts for the International Sale of Goods (CISG), and any other standard international law.

XVI. Data Protection

We gather and store the data of our customers that are necessary for the handling of business activities. When processing personal data, we adhere to the statutory provisions. The foundation for this is our data privacy policy, which you can find on our website under the following link: www.lederer-online.com

XVII. Legal Effectiveness

1. If one of the provisions of these General Terms and Conditions of Sale and Delivery is or becomes ineffective, this shall not affect the effectiveness of the remaining provisions. Instead, the statutory provisions shall apply. On no account the respective provision in General Terms and Conditions of Sale and Delivery shall be replaced by the Purchaser's business terms and conditions.

2. Any amendments or additions to the contract require Lederer's written consent; this shall also apply to a waiver of this written form requirement.

3. Legally relevant statements like terminations, notices of withdrawal, request for price reduction or compensation for damage require the written form to be valid.

Effective: June 2021