

1. General provisions

Our services are subject exclusively to the following Terms and Conditions, unless we confirm deviations from them in writing in a specific case. Thus, the terms and conditions of our customers apply only to the extent they coincide with our Terms and Conditions, irrespective of whether we have explicitly objected to them. Acceptance of the services ordered is considered to be recognition of our Terms and Conditions. Agreements must generally be made in writing. However, if oral agreements are made, the parties are obligated to document them in writing without delay. In the case of written agreements, there is a rebuttable presumption that they are complete and have not been modified.

2. Offers and conclusion of contract

Our offers are subject to our receipt of correct and timely deliveries by our suppliers. This applies only where we are not responsible for non-delivery to our customer, particularly in the event that we have concluded a congruent covering transaction with our supplier. The customer will be notified without delay of the unavailability of the service, and any consideration paid will be immediately refunded.

All information in our catalogues and price lists is in all cases non-binding and subject to change. Documentation associated with offers, such as illustrations, descriptions, dimensions and weights, drawings, samples, other technical data and referenced DIN, EN, ISO and other internal or external standards, merely serves to identify the subject of the contract and does not constitute any assurance of characteristics, unless same has expressly been agreed upon. Confirmation is generated electronically and does not require a signature in order to be effective. We retain title to all documentation, including the right to exploit intellectual property rights, without limitation. Such documentation may not be made available to third parties.

If the customer is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB), we reserve the ability to make changes to the service to the extent customary in the trade, provided that the ordering party can reasonably be expected to accept them.

2.1 Availability

We give no assurance that publicised blade models will be available for provision as product samples. Availability is subject to change. Prior allocation and sale remain reserved.

3. Technical improvements

LUTZ constantly strives to improve its products in terms of quality and performance. As a result, all information contained in brochures and price lists, made available on the Internet and at trade fairs, etc. is for illustration purposes only. The presentation of products does not constitute a binding offer or guarantee of availability. LUTZ reserves the ability to make changes to the products prior to conclusion of the contract

without informing the customer in advance. The foregoing does not extend to custom products that are intended only for a specific customer. We cannot guarantee that a model will be available for a specific period of time.

4. Changed circumstances

If the customer is a consumer within the meaning of section 13 BGB, the agreed prices apply to goods that are to be delivered within four months of contract conclusion. In all other respects, the final prices may differ from those quoted if, between contract conclusion and delivery, the factors on which our calculation was based experience an unforeseen change. We are therefore entitled to pass on increases in prices for raw materials, auxiliary and operating materials, energy costs of any kind (fuel, gas, electricity), agreed wages and salaries and any tax increases. Any increase will not be used to increase our profit margin.

5. Delivery periods

Delivery dates and delivery deadlines that are not expressly agreed as "binding" are considered to be approximate only. The delivery deadline begins to run, at the earliest, on the date of our order confirmation, but not before clarification in full of all details of the design, as well as all other requirements to be met by the ordering party.

This applies in particular with respect to the necessary approval of the (initial) manufacture of customer-specific blade models and of product drawings generated by LUTZ.

Delivery before expiry of the delivery period is permitted. The same applies to partial deliveries to entrepreneurs where the ordering party can reasonably be expected to accept them, taking into consideration the interests of both parties.

6. Tools

All tools required to fulfil the order for which the buyer/ordering party is expressly charged a share of the tool costs remain our property. Tools provided by the buyer/ordering party are maintained and stored with due care. We bear the maintenance costs caused by wear and tear. Tools paid for by the buyer/ordering party are used exclusively for that customer.

7. Prices; terms and conditions of payment

Our prices are ex works Solingen. Unless expressly agreed otherwise, ancillary costs for packaging, freight, postage, insurance and other shipping costs are added to the price, as well as the applicable value-added tax.

Unless expressly agreed otherwise, our invoices are payable within 30 days of the invoice date, net without deduction. In the event of late payments, we are entitled to charge interest on arrears in the amount of five percentage points above the base interest rate in the case of consumers and eight percentage points above the base interest rate in the case of entrepreneurs.

Provided that we have separately agreed to it, bills of exchange are accepted subject to collection. In such case, we charge costs,

stamp duties and interest until the due date at the relevant bank interest rate. Credit notes, bills of exchange and cheques are in all cases subject to receipt and without prejudice to the purchase price becoming due at an earlier point where the customer is in default in payment. They are credited as at the date on which we are able to dispose of the proceeds. We are entitled to refuse delivery until such time as the customer has fulfilled its obligations under previous transactions. If after contract conclusion we become aware of circumstances indicating a material deterioration in the financial condition of the buyer/ordering that in our commercial judgment is capable of jeopardising our claim to counter-performance, we may demand that until such time as it performs, the buyer/ordering provide appropriate security within a reasonable period of time, or instead we may make our performance dependent on counter-performance. If the buyer/ordering party fails to comply with this demand or fails to do so in a timely manner, we may withdraw from the contract or demand compensation of damages for non-performance. If we have agreed with the customer on instalment payments or have accepted a bill of exchange in lieu payment, then in the event of the aforementioned jeopardization of our claim, we are entitled to accelerate the due date and demand immediate payment in cash, together with interest. If the customer should thereafter become in default, we may at our choice and without setting a grace period either withdraw from the contract or demand compensation of damages for non-performance. If the customer ceases to make payments or becomes insolvent, the purchase price becomes immediately due and payable.

8. Shipping and transfer of risk

Goods are shipped at our discretion and without guarantee of lowest freight costs, as well as in all cases at the customer's risk and expense, including where by way of exception shipment includes freight costs or delivery is made using our vehicles or our employees. Insurance is arranged for only at the customer's request and at its expense.

9. Retention of title

We retain title to our deliveries until the payment of all of our claims, irrespective of the legal reason, even if the purchase price for specially designated claims has been paid. In the case of revolving accounts, retention of title serves as security for the open balance due us. Processing is undertaken for our benefit under exclusion of acquisition of title in accordance with section 950 BGB, without our being under any obligation as a result. The processed goods serve as our security in the amount of the invoice value of the goods subject to retention of title. In the event of payment by cheque/bill of exchange, we retain title until the bill of exchange has been honoured by the ordering party. In the event that the customer processes the goods with other goods not belonging to us, we are entitled to co-title in the ratio that the value of the goods subject to retention of title bears to the other

processed goods at the time of processing. Applicable to the item resulting from processing is the same situation as for the goods subject to retention of title within the meaning of these Terms and Conditions. The customer hereby assigns to us its claims from the sale or resale of the goods subject to retention of title, irrespective of whether the goods were resold without or pursuant to an agreement and irrespective of whether they were resold to one or more buyers. The assigned claim serves as security in an amount equal to the value of the resold goods subject to retention of title. If the customer sells the goods subject to retention of title together with other products not belonging to us, whether without or after processing, the assignment of the claim applies only in the amount of the value of the goods subject to retention of title. The customer may sell our property only in the ordinary course of business and as long as it is not in default. The customer is entitled and authorised to resell the goods subject to retention of title only under the proviso that the claim from the resale is assigned to us in accordance with the above provisions. The customer is not entitled to otherwise dispose of the goods subject to retention of title. At our request, the customer is obligated to notify its customer of the assignment for the purpose of payment to us. Where the value of the security in our favour exceeds the value of our claims by more than 20%, we are obligated at the customer's request to release security of our choice. The customer must notify us immediately of a lien or other interference with our claims by third parties. We retain title to the goods until payment in full.

10. Warranty and liability for defects

The buyer/ordering party is obligated to inspect the goods immediately upon receipt and to notify us without delay of any defects (such as flaws in the goods, lack of assured characteristics or delivery shortfalls). In the case of latent defects, notification must be given upon detection. Entrepreneurs must give written notice of obvious defects within one week of receipt of the goods. Timely sending of the notice is sufficient for meeting the deadline. The entrepreneur bears the full burden of proof with respect to all requirements for the claim, in particular the defect itself, the time at which it was discovered and the timely sending of the notice objecting to the defect. Stricter legal requirements, in particular those set forth in section 377 of the German Commercial Code (HGB), remain unaffected.

Otherwise the goods will be regarded as having been approved. If the objection to defects is justified, we may, at our choice, either repair or make replacement delivery. If the customer is an entrepreneur, replacement delivery means the provision of the goods at the place of performance in exchange for return of the defective goods, and without the assumption of any additional costs. If we allow a reasonable grace period to expire without having eliminated the defect or having made replacement delivery, the buyer/ordering

party is entitled to reduce the purchase price or withdraw from the contract. If the customer is an entrepreneur, further warranty claims, in particular for compensation of damages, are excluded within the limits set forth in Clause 11 of these Terms and Conditions. If the buyer/ordering party is a consumer, statutory warranty rights apply, subject to the following arrangements:

We are not liable for flaws resulting from documentation provided by the buyer/ordering party (drawings, samples etc.). We are entitled to refuse to eliminate defects for as long as the customer fails to meet its obligations. The customer's warranty claims are extinguished if the goods manufactured by us are altered without our consent or if damage occurs for which we are not responsible, e.g. through unprofessional use or unprofessional installation. Unless expressly agreed otherwise, goods made of carbon steel will be supplied with oil-based anti-corrosion protection, and goods made of stainless steel or austenitic steel will be supplied without an oil film. Small amounts of residues of auxiliary and operating materials cannot be ruled out and do not justify any complaint (see Clause 12 „Definitions“). Treatment to ensure the best possible sterility of the goods must be agreed upon separately. Corrosion resistance of the materials used can be assured only in accordance with Clause 12 „Definitions“ and only for the time of delivery. Lack of corrosion protection in accordance with the agreement, improper storage or damage to the goods as a result of inappropriate packaging in the event that the customer returns the goods results in exclusion of liability on the part of LUTZ.

11. Miscellaneous claims

In the event of simple negligence with respect to ancillary obligations, our liability is limited to the average damage that is direct, foreseeable and typical for such contracts, taking into account the type of goods involved. This also applies to breaches of duty involving simple negligence on the part of our legal representatives or agents.

If the customer is an entrepreneur, we assume no liability for the breach of immaterial contractual obligations occasioned by simple negligence.

The foregoing limitation of liability does not apply to the customer's rights associated with product liability. In addition, the limitations of liability do not apply in the case of bodily injury and damage to health for which we are responsible or in the case of the customer's loss of life.

Claims already existing at the time of contract conclusion likewise remain unaffected.

12. Definitions

Stainless, rust-resistant and similar terms used to describe the factual circumstances – In normal usage, „stainless“ is used to denote that a material is not likely to oxidise when it comes into contact with oxygen. Depending on the materials used, the ten-

dency to oxidise may be reduced. Contractually agreed selection of materials and processes, such as painting, lacquering, surface polishing, passivation and similar processes may optimise the material's resistance to oxidation beyond the normal properties of the base material. We cannot guarantee resistance to corrosion in a theoretical sense.

Free of scratches and similar terms used to describe the factual circumstances – The texture of the surface is a function of the manufacturing process. We cannot rule out scratches in the sense of flaws in such texture, and these do not constitute defects in terms of the product characteristics.

Free of dirt, clean, cleaned and similar terms used to describe the factual circumstances – Our products have residual traces of soiling resulting from the manufacturing process. It is possible to minimise these by means of a downstream cleaning process if specified in the contract. We arrange for independent institutes to perform regular audits of the efficacy of our product cleaning. These audits are available to our customers for viewing. We cannot guarantee absence of soiling in a theoretical sense.

Sterility and similar terms used to describe the factual circumstances – Where treatment of our products for sterility is specified in the contract, this is performed with state-of-the-art techniques in equipment suitable for that purpose. The equipment is maintained at a high technical level. We cannot guarantee sterility in a theoretical sense.

13. Place of jurisdiction, place of performance

If the customer is a merchant, legal entity under public law or special fund under public law, Solingen the exclusive place of jurisdiction for all disputes arising under this contract. The same applies if the customer has no general place of jurisdiction in Germany or the place of residence or customary abode is unknown at the time that suit is brought.

Solingen is also the place of performance for all claims under or in connection with this contract; section 269 BGB applies to contracts with consumers.

14. Applicable law

The contractual relationship is subject exclusively to German law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are not applicable.

15. Severability

If any provision in these Terms and Conditions or in subsequently concluded agreements should be or become ineffective, the validity of remainder of the contract is not affected. The parties undertake to replace the ineffective provision with an arrangement that most closely approximates it in term of the economic outcome.

16. Versions

The latest version of our General Terms and Conditions may be found on our website with revision notice and date of publication.