

§ 1 These conditions of delivery regulate the entire business transactions between K.B. FORM GmbH and the Purchaser. In particular the Purchaser's general terms of business are not part of the contract, regardless of whether they contain provisions which deviate from or supplement these conditions of delivery.

§ 2 1. The scope and conditions for the order result from the written order confirmation issued by K.B. FORM GmbH. The quotations issued by K.B. FORM GmbH are always without obligation. If in exceptional cases K.B. FORM GmbH has issued a binding written quotation and this has been accepted by the Purchaser within the validity period, then similarly in this case the written order confirmation issued by K.B. FORM GmbH is binding, unless this has been contradicted by the Purchaser within 4 working days of receipt. 2. K.B. FORM GmbH is entitled to change the design or production of the goods insofar as this is reasonably acceptable for the Purchaser, taking account of the supplier's interests. Reasonable acceptability for the Purchaser is gauged according to the effects on the value and functioning capability of the goods, and for K.B. FORM GmbH, according to the technical requirements and in particular the production requirements. 3. The documents enclosed with the quotation, such as illustrations, drawings, weights and dimensions, are only mandatory if these are explicitly stated as being binding.

§ 3 1. Before using the supplied goods, the Purchaser is obliged to find out the authoritative technical regulations. K.B. FORM GmbH is not obliged to provide any information in this respect. 2. For deliveries of goods for which K.B. FORM GmbH holds test certificates, these are made available either completely or in excerpts to the Purchaser on request. The Purchaser is responsible for complying with the conditions stipulated in the test certificates. Any liability on the part of K.B. FORM GmbH is ruled out in this respect.

§ 4 1. Indications referring to the delivery date are without obligation apart from exceptional cases with a binding written commitment to the delivery date. 2. If in exceptional cases a binding delivery date has been agreed, this period begins with the day of the order confirmation. However, the start of the delivery period is postponed until all details of the order have been clarified or all delivery prerequisites have been fulfilled, in particular if the Purchaser has not yet made any agreed advance payment. K.B. FORM GmbH is only bound to abide by the delivery date if the Purchaser for his part has fulfilled his contractual obligations. The delivery date has been met if the goods have been shipped or the Purchaser informed that the goods are ready for shipment when the delivery period has expired. 3. Furthermore, the delivery period only commences on payment of all K.B. FORM GmbH's due receivables, if K.B. FORM GmbH explicitly demands payment. 4. If K.B. FORM GmbH is prevented from making delivery by an Act of God, the delivery period is extended without further ado by the duration of the effect of the Act of God plus an appropriate start-up time. Unforeseeable circumstances for which K.B. FORM GmbH is not responsible which make it unreasonably difficult or impossible for the supplier to make the delivery are considered to be equivalent to an Act of God. Examples of this include delayed deliveries from the intended sub-contractors, labour disputes, official measures, lack of raw materials or power, essential production stoppages, major transport interruptions and vehicle bans. 5. If these circumstances persist for more than 4 months, K.B. FORM GmbH has the right to withdraw from the contract. At the Purchaser's request, K.B. FORM GmbH shall declare whether the company intends to withdraw or deliver within an appropriate period to be stipulated by K.B. FORM GmbH. Damages claims from the Purchaser are ruled out in this respect. 6. If K.B. FORM GmbH is responsible for exceeding an appropriate delivery period, the company has only defaulted if the Purchaser has granted an appropriate period of grace in writing, which must consist of at least one month, and said period of grace has expired in vain. The Purchaser may subsequently withdraw from the contract. Any damages claims from the Purchaser are ruled out, apart from cases of wilful intent or gross negligence on the part of K.B. FORM GmbH. 7. K.B. FORM GmbH is also entitled to make part deliveries. Part invoices can be issued for part deliveries.

§ 5 1. Unless agreed otherwise, delivery is made with payment by cash on collection. 2. The Purchaser shall pay the price stated in the order confirmation and in the invoice on delivery of the goods plus the fee for cash on collection. If a consignment is agreed other than cash on collection, payment may only be made in cash, by an order cheque or by a bank transfer, unless agreed otherwise. 3. The Purchaser is only entitled to withholding and offsetting rights for receivables which are either undisputed or legally established.

§ 6 1. If the Purchaser does not accept the ordered goods at the agreed point in time, K.B. FORM GmbH is entitled to store the goods at the Purchaser's costs and risk and to demand payment of the purchase price, or, after an appropriate period of grace has expired, to refuse fulfilment of the contract and demand compensation instead of performance.

§ 7 1. For domestic sales, packaging is charged to the Purchaser at cost price. The type of packaging is stipulated by K.B. FORM GmbH. If the Purchaser requests special packaging, he is charged with the additional costs. 2. Damages claims for faulty packaging of the goods or failure to comply with packaging instructions are ruled out, apart from cases of wilful intent or gross negligence on the part of K.B. FORM GmbH.

§ 8 1. Unless agreed otherwise, shipment is made at the Purchaser's costs and risks. This also applies even when in exceptional cases, K.B. FORM GmbH has undertaken to pay the costs of shipment. K.B. FORM GmbH is not liable for damage and loss of the goods. The company is entitled but not obliged to take out transport insurance, also for export deliveries. The costs of transport insurance are to be paid by the Purchaser. Risk passes to the Purchaser as soon as the delivery has left the works of K.B. FORM GmbH, even in the case of part deliveries or if K.B. FORM GmbH has undertaken additional services, such as installation services, for example. If dispatch is delayed for reasons for which K.B. FORM GmbH is not responsible or because of the Purchaser's behaviour, then risk passes to the Purchaser as soon as K.B. FORM GmbH has notified the Purchaser that the goods are ready for shipment. 2. Unless the Purchaser has issued instructions to the contrary, K.B. FORM GmbH stipulates the means of transport, route and transport insurance, without being responsible for warranting the fastest or lowest-cost possibility.

§ 9 1. The supplied goods remain the property of K.B. FORM GmbH until the Purchaser has paid all K.B. FORM GmbH's due current and future receivables from the Purchaser. For payments by cheque, K.B. FORM GmbH's receivable is not fulfilled until the amount has been credited to the account of K.B. FORM GmbH. 2. The Purchaser is allowed to sell goods to which K.B. FORM GmbH has reserved the title of ownership or for which K.B. FORM GmbH enjoys co-ownership, as part of normal business transactions, unless the Purchaser is in default with payments or has stopped payments. The Purchaser may not assign rights to the goods without obtaining the prior written consent from K.B. FORM GmbH, nor may he pledge the goods, assign them as security or sell them abroad. If the Purchaser sells the conditional goods, he assigns all rights accruing to him from the sale vis-à-vis his customers including all ancillary rights, securities and retained titles, to K.B. FORM GmbH now already at this point in time, until payment of all receivables. K.B. FORM GmbH can insist that the Purchase informs his customers of such assignment and provides K.B. FORM GmbH with all information and documents necessary for collection of payment. However, the Purchaser may collect the receivables assigned to K.B. FORM GmbH, as long as the Purchaser is not in default with payments or has stopped payments. If the Purchaser's receivables from re-sale of the conditional goods of K.B. FORM GmbH are featured in a current account, then the Purchaser assigns to K.B. FORM GmbH the corresponding payment claim from the particular or acknowledged balance, to the amount in contained receivables from the re-sale of the conditional goods of K.B. FORM GmbH. If K.B. FORM GmbH is only entitled to co-ownership of the sold goods, the afore-mentioned assignment applies only to the value of K.B. FORM GmbH's co-ownership. If goods subject to K.B. FORM GmbH's retention of ownership or to which K.B. FORM GmbH is entitled to co-ownership are sold

together with other goods at a total price, then the afore-mentioned assignment applies to the amount of the invoice value of K.B. FORM GmbH's conditional goods respectively the amount of the value of K.B. FORM GmbH's co-ownership. If the Purchaser receives a cheque or bill of exchange for the sale of K.B. FORM GmbH's conditional goods, the Purchaser transfers ownership of the cheque or bill of exchange to K.B. FORM GmbH until payment of all K.B. FORM GmbH's receivables. The Purchaser undertakes to keep the cheque or bill of exchange carefully for K.B. FORM GmbH. 3. If the value of the conditional goods together with other securities granted to K.B. FORM GmbH exceeds the value of K.B. FORM GmbH's receivables from the Purchaser by more than 20%, then K.B. FORM GmbH is obliged to release securities at the company's own discretion when so requested by the Purchaser. 4. The Purchaser shall inform K.B. FORM GmbH immediately and shall lodge an objection if the conditional goods or other items or receivables to which K.B. FORM GmbH has rights are seized by third parties or other impairment is to be feared. Such notice must be accompanied by the necessary documents. Costs incurred by K.B. FORM GmbH through such incidents are to be refunded to K.B. FORM GmbH by the Purchaser.

§ 10 If in the case of deliveries abroad, special legal or material prerequisites are necessary in the country of importation for K.B. FORM GmbH's rights to retention of ownership stated in § 9 or other rights designated there to become effective, then the Purchaser shall inform K.B. FORM GmbH accordingly and take such measures at his own expense. If the laws of the country of importation do not permit retention of ownership but permit the seller to reserve other suitable rights to the delivered item, then K.B. FORM GmbH may exercise all rights of this kind. If it is not possible to achieve equivalent security for K.B. FORM GmbH's claims on the Purchaser in this way, the Purchaser is obliged to procure other securities for K.B. FORM GmbH at the Purchaser's expense. In the case of export orders, the Incoterms also apply in the latest German version.

§ 11 K.B. FORM GmbH reserves the right to make deviations in the structure, colour and surface of the used materials compared to the demonstration item on account of the demands of series production at K.B. FORM GmbH. If the product cannot be supplied in the technical condition offered at the point in time of concluding the contract because K.B. FORM GmbH has introduced unilateral technical improvements to its series products after conclusion of the purchase contract, K.B. FORM GmbH is entitled to supply the improved version of the product.

§ 12 1. The Purchaser is obliged also to accept goods with minor faults, notwithstanding his warranty claims named below. These provisions also apply to custom-made products. 2. The Purchaser shall issue written complaints of any faults within 5 working days after the goods have been handed over. Instead of repairing the faults, K.B. FORM GmbH is entitled to supply a fault-free product. In order to allow for faults to be remedied, the Purchaser is obliged to send the goods to K.B. FORM GmbH on request, with the Purchaser paying the transport costs. 4. However, the Purchaser is entitled to withdraw from the contract or demand reduction if the repairs have failed, the supplier has not succeeded in repairing the fault in an appropriate period of time, K.B. FORM GmbH has refused to make the repairs or K.B. FORM GmbH culpably delays the repairs. 5. Even in the case of culpable violation of the obligation to repair faults, damages claims are ruled out also for damage caused by late repairs to the faults, apart from cases of wilful intent or gross negligence on the part of K.B. FORM GmbH. 6. Any liability for consequential damage, that means damage to other legal assets owned by the Purchaser, lost profit etc., is ruled out, unless K.B. FORM GmbH is unconditionally also responsible for the consequential damage. In these cases, liability is restricted to compensation for the foreseeable damage. 7. K.B. FORM GmbH's liability for damages resulting from delayed or impossible performance is ruled out, apart from cases of wilful intent or gross negligence on the part of K.B. FORM GmbH. In these cases, liability is restricted to compensation for the foreseeable damage. 8. K.B. FORM GmbH is not liable for normal wear and faults caused by inadequate care, storage under inappropriate conditions or incorrect treatment of the goods. 9. Insofar as K.B. FORM GmbH still has outstanding receivables from other deliveries to the Purchaser, K.B. FORM GmbH is only obliged to repairs gradually on payment of these receivables.

§ 13 Damages claims from the Purchaser for any legal reason whatsoever, particularly from unlawful acts, producer liability, wrong advice, positive breach of obligation, culpa in contrahendo, are ruled out apart from cases of wilful intent or gross negligence on the part of K.B. FORM GmbH.

§ 14 If it is impossible for K.B. FORM GmbH to proceed with delivery, the Purchaser is entitled to withdraw from the contract. Damages claims from the Purchaser are ruled out, apart from cases of wilful intent or gross negligence on the part of K.B. FORM GmbH.

§ 15 The Purchaser is forbidden to make changes or arrange for changes to be made to the goods supplied by K.B. FORM GmbH without obtaining prior written consent from K.B. FORM GmbH.

§ 16 Deviations from these conditions of delivery and payment must be made in writing. If individual provisions of these contractual conditions should be invalid, the remaining provisions are not affected. The contracting parties undertake to replace the invalid provision by another financially comparable provision.

§ 17 Legal relationships between K.B. FORM GmbH and the Purchaser are subject to the laws of the Federal Republic of Germany.

§ 18 The place of fulfilment for both contracting partners is the registered business address of K.B. FORM GmbH. The place of jurisdiction for all disputes between the Supplier and the Purchaser also arising from cheques and bills of exchange is the registered business address of K.B. FORM GmbH. K.B. FORM GmbH is also entitled to file legal action at the Purchaser's place of residence or business.

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K.B. FORM GMBH | INDUSTRIESTRASSE 8B | D 25462 RELLINGEN
INFO@KBFORM.COM | PHONE +49.4101.5999.0 | FAX +49.4101.5999.55