

I. Validity/Offers

1. All deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as "General Terms and Conditions"). They constitute an integral part of all contracts that we conclude with our contractual partners (hereinafter referred to as "Customer") for deliveries and services. They also apply to all future deliveries, services or offers to the customer, even if they are not the subject of a further separate agreement.
2. Our offers are subject to change and non-binding unless they are expressly stipulated as binding or include a specific acceptance period. Agreements, in particular oral collateral agreements, promises, guaranties and other assurances given by our sales staff shall only be deemed binding after they have been confirmed by us in writing.
3. Documents relating to a quotation, such as drawings, sketches, illustrations, technical data, references to standards as well as statements in marketing materials do not constitute guarantees of any specific features or quality specifications unless they are expressly identified as such in writing.
4. Discrepancies between the delivered item and offers, samples, test and preliminary deliveries are permissible as long as they meet the respective valid DIN or EN standards or other relevant technical standards.
5. Designs and specimens submitted by the customer for placing an order are carefully checked by us. In this respect, a guarantee for the correct interpretation of the design - especially in the physical format - is excluded. Therefore, before the goods are used, the customer must carefully check them for their suitability for the intended purpose.

II. Prices

1. Unless otherwise agreed, our prices are FCA (Neumo GmbH + Co. KG, Knittlingen) in accordance with Incoterms 2010, plus any packaging costs and statutory VAT.
2. Within the scope of the legal provisions, we will take back the packaging we have delivered if the customer returns it to us freight prepaid within a reasonable period of time (up to a maximum of 14 days after receipt of the shipment). No compensation will be offered for returned packaging.

III. Payment and billing

1. Invoices are payable in full within 30 days of the invoice date, unless otherwise agreed. The payee must ensure that the invoice payment is made within this period and reaches our account by the due date, at the latest. We reserve the right to charge processing fees for orders with an order value of less than €200.00 and for delivery in customary manufacturing or packaging units. Deliveries for new customers generally required prepayment, at least the first two orders.
2. Counterclaims that are disputed by us or have not been legally established shall not entitle the customer to withhold or offset payments for goods, unless it relates to a counterclaim for defects from the same transaction as our receivable against which the offsetting is to take place.
3. If payment is not received by the agreed due date, we are entitled, subject to all other rights, to decide whether to charge interest in the amount of the bank debit interest including all service charges for an identical current account debt or interest in the statutory amount of 8% annual interest above the respective base interest rate of the Deutsche Bundesbank, to be applied from the date the default began. We also reserve the right to assert claims for damages caused by the default.
4. If, after the conclusion of the contract, it becomes apparent that our claim to receivables is endangered by the customer's inability to pay, we shall be entitled to the rights under § 321 BGB (German Civil Code) (defence of uncertainty). If the customer is in default of payment, we are entitled to call in all claims from the current business relationship with the customer that are not statute-barred and to revoke the SEPA direct debit mandate in accordance with Section V.7. Furthermore, we are entitled to demand the return of the goods after a reasonable grace period has expired. We can also prohibit the resale and processing of the delivered goods. This reclaiming of goods does not constitute a termination of the contract. By settling the claim, the customer can avert the legal consequences mentioned. The provisions of the Insolvency Code remain unaffected by the aforementioned regulations.
5. A discount agreed upon always refers to the invoice value, excluding freight and packaging costs, and is offered under the condition that all the customer's outstanding payments have been settled in full at the time of the discount.

IV. Delivery times

1. The start of the delivery period specified by us is dependent on the customer's fulfilment of its obligations in a timely and proper manner. We reserve the right to raise objection to non-fulfilment of the agreement.
2. Delivery times and dates shall be deemed met if the delivery or partial delivery is dispatched within the

delivery period specified in the order confirmation or if we have notified the customer that the goods are ready for collection within this period.

3. The delivery deadline stated in our order confirmation shall be decisive. Without prejudice of our rights arising due to arrears of the customer, the precondition for compliance with the agreed deadline is the timely receipt of all documents to be supplied by the customer, the required permits, clearances, the timely clarification and approval of plans, compliance with the payment terms agreed upon and other obligations. If these prerequisites are not fulfilled in a timely manner, the deadline will be extended accordingly.
4. We are not liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of energy or raw materials, difficulties in acquiring the necessary permits from the authorities, measures imposed by official bodies, or failure to deliver or incorrect or late delivery by suppliers), for which we are not responsible. In cases where circumstances beyond our control make the delivery or service significantly more difficult or impossible for us to fulfil and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. In the case of hindrances of a temporary duration, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable lead time. If the fulfilment of the order becomes unreasonable for one party due to these circumstances, that party shall be entitled to withdraw from the contract. Claims by the customer for damages and/or subsequent delivery are excluded.
5. For import or export transactions, we are not liable for the issuing of any import or export licenses by the responsible authorities and institutions. The customer is obliged to provide us with all necessary documents and information for obtaining the necessary import and export licenses and to procure them. The customer is also obliged to ensure that they obtain all necessary permits and certificates in order to fulfil his obligations to us. If the customer fails to do so, we reserve the right to withdraw from the contract after setting a reasonable deadline or to demand compensation for non-fulfilment.
6. In the event we are in delay with our delivery, the customer shall be entitled to withdraw from the contract after expiry of a reasonable period of grace set by us if the goods have not been dispatched by the end of the stipulated period. Claims for damages arising from delay and non-fulfilment are governed by Section VIII of these General Terms and Conditions.

V. Retention of title

1. All deliveries are subject to retention of title in accordance with § 449 BGB (German Civil Code) with the following extensions:
2. All delivered goods shall remain our property (proviso goods) until all claims against the customer from the business transaction have been settled, regardless of the legal basis, including future or conditional claims.
3. The customer is obliged to insure the proviso goods against any insurable damage (in particular against fire, water, storm, theft, vandalism, etc.). They shall cede in advance any claims from the insurance contracts. We accept this cession.
4. Handling and processing of the proviso goods shall be carried out on our behalf as the producer as defined by § 950 BGB (German Civil Code), without any obligation on our part. The processed goods are considered proviso goods as defined by Section 7.1. If the customer processes, combines or mixes the proviso goods with other goods, we are entitled to proportionate co-ownership of the new item in the ratio of the invoice value of the proviso goods to the invoice value of the other goods used. If our ownership expires as a result of combining or mixing, the customer shall transfer to us the rights to which he is entitled to the new inventory or the item in the amount of the invoice value of the proviso goods and shall hold them in custody on our behalf at no charge. The ensuing co-ownership rights are deemed proviso goods as defined by Section V.2.
5. The customer may only sell the proviso goods in the normal course of business under his normal terms and conditions and for as long as he is not in default, provided that the claims from the resale are transferred to us in accordance with Sections V.6 to V.8 below. The customer is not entitled to use the goods to which we retain title in any other way, including pledging or as collateral.
6. Any claims of the customer arising from the resale of the proviso goods shall be ceded to us. We hereby accept this cession. The ceded receivable shall serve as collateral in the amount of the value of the respective goods sold under retention of title. If the proviso goods are sold together with other goods not sold by Neumo, the cession of the claim from the resale only applies to the amount of the resale value of the proviso goods sold in each case. In the event that goods are sold for which we have a co-ownership share pursuant to Section V.4, the cession of the claim in the amount of this co-ownership share shall apply.
7. The customer is entitled to collect receivables from re-selling up to our revocation, which can be declared at any time. We will only use our right of withdrawal in the circumstances specified in Section

III.4. At our request, the customer is obliged to inform his customers and buyers immediately of the cession to us and to provide us with information and documents necessary for collection. We are authorised to notify the debtors of the cession on behalf of the customer.

8. If a third party damages or seizes the goods subject to retention of title, the customer shall immediately inform them of our ownership and notify us immediately in writing in order to enable us to enforce our property rights. In this case, the customer must immediately provide us with any documents required to enforce our property rights. If the third party is not able to reimburse us for the judicial or extra-judicial costs arising therefrom, then the customer shall be liable for them.
9. If the value of the collateral exceeds the relevant claims by a total of more than 20%, we are obliged to release collateral of our choice at the request of the customer. Upon full payment of all claims by the customer from our business relationship with them, ownership of the proviso goods as well as the cession claims shall be transferred to the customer.

VI. Shipping

1. If the contract was concluded on the basis of Incoterms 2010, the agreed provisions for the transfer of risk shall apply. Otherwise the risk is transferred to the customer after the transport has been loaded at the agreed place of loading.
The obligation and costs of unloading shall be borne by the customer. We shall only provide insurance on instructions from and at the expense of the customer.
2. An order can be processed as a partial delivery.
3. In the case of call-off orders, we are entitled to manufacture the entire order in one batch or to have it produced as such. Once the order has been placed, no modification requests from the customer can therefore be considered, unless this has been expressly agreed in writing. In the absence of any fixed agreements, call-off dates and quantities can only be met within the scope of our delivery and manufacturing capabilities. If goods are not called off as contractually agreed upon, and after setting a reasonable deadline, we shall be entitled to invoice them as delivered.
4. If we have expressly agreed to the return of properly delivered goods, we are entitled, without having specifically pointed this out, to issue a credit note for the invoice value minus a deduction of 20% for items. We charge a minimum processing fee of €40.00. We reserve the right to further deductions due to depreciation. Any return deliveries must be made free of charge to us. We do not accept returns for customised or custom-made products or goods with an expiry date.

VII. Liability for defects

1. The customer is obliged to check the delivered goods for completeness, identity, defect-free quality and in every respect for suitability for the intended use after receipt and before use. Due to the different requirements and individual preconditions for the use of the product, we cannot warrant the suitability of the goods for the purposes intended by the customer, unless we have expressly confirmed their suitability in writing. Minor customary and technically unavoidable deviations from chemical and physical parameters shall not constitute grounds for complaint. Any reports of obvious or recognisable defects, in particular due to weight, number of items, dimensions, shapes and external condition of the goods, must be submitted in writing without delay after receipt of the goods, but no later than 10 days after receipt of the goods; otherwise the delivery shall be deemed accepted without objection. With regard to other defects, the delivery items shall be deemed accepted by the customer if we do not receive notification of the defects within 10 days of the time at which the defect became apparent; if the defect was already recognisable for the customer at an earlier point in time during normal use, this earlier point in time is decisive for the commencement of the complaint period. Defects that are caused by improper handling or storage by the customer shall not be taken into consideration.
2. In the event of a timely, valid notification of defects, we may, at our discretion, choose to either remedy the defect or deliver a defect-free item ("remedy delivery"). The customer shall grant us sufficient time and opportunity to remedy the defect at our discretion. If the remedial action fails or if remedy is refused, the customer may reduce the purchase price, or after having set a reasonable deadline that has expired without success, withdraw from the contract. If the defect is not substantial, the customer shall only be entitled to the right of price reduction. Claims for damages or reimbursement of expenses are excluded, unless there is wilful intent or gross negligence on our part.
3. Unless the customer gives us the possibility to verify the defect, especially if, when requested, they do not make the defective goods or samples that are the subject of the complaint available to us, they cannot claim for any defects to the goods.
4. We shall only assume expenses in connection with remedy delivery if we are responsible for them in the individual case through our fault or due to the warranty. In particular, such expenses must be reasonable in relation to the purchase price of the goods. We do not assume expenses that arise as a result of the goods sold being taken to a location other than the customer's registered office or subsidiary.

5. Further claims are excluded in accordance with Section VIII. This applies in particular to claims for compensation for damages not caused to the goods themselves (consequential damage). Our liability for the absence of guaranteed features is also based on Section VIII.
6. Information about the technical data of the goods is given within the scope of standard industry tolerances (DIN/EN or other relevant technical standards). We do not assume any liability for a special function of any system in which goods delivered by us are installed, unless we have expressly advised and also confirmed in writing that the advice is binding. In all cases, the customer remains obliged to check the suitability for the intended function themselves. We cannot assume any liability for the properties and technical data of our goods if the design or manufacture of systems in which the goods delivered by us are installed does not sufficiently take into account the specific nature of the goods delivered by us and deviations occur as a result. No time warranty is given for the durability of materials, especially for parts subject to wear and tear.
7. We undertake to deliver the products purchased from us according to the agreed material specifications. We have no influence over the quality of the weld during the further processing of these products. Due to the various influences, we exclude any legal claim regarding the weld seam quality in connection with our products. If there is a corresponding need and larger quantities, we recommend buying material from the available production lots for test welds. The customer is not entitled to demand an exchange, return or replacement delivery or to claim reductions and consequential costs due to unsatisfactory weld seam quality.

VIII. General limitation of liability

1. We shall only be liable owing to the breach of contractual and non-contractual duties in particular owing to impossibility, delay, culpa in contrahendo and tortious acts - also for our executive employees and other vicarious agents - in cases of wilful intent and gross negligence, limited to the damages which are foreseeable when the contract is concluded and are typical for the contract.
2. These limitations shall not apply in the case of a culpable breach of essential contractual obligations, insofar as this jeopardises the achievement of the purpose of the contract, in cases of mandatory liability under the Product Liability Act, in the event of injury to life, limb or health, and not even if we have deceitfully concealed defects or guaranteed the absence thereof. This shall not affect the statutory regulations relating to onus of proof.
3. Unless otherwise agreed, contractual claims that the customer may have against us as a result of or in connection with the delivery of goods shall become time-barred one year after delivery of the goods. The statutory period of limitation also applies to such goods that have been used for a building in accordance with their normal use and have caused its defectiveness, unless this use has been agreed in writing. Our liability for wilful or grossly negligent breach of duties and the statute of limitations for statutory recourse claims remain unaffected by this. In cases of remedy delivery, the limitation period does not start anew.
4. The customer must comply with his obligation to immediately check incoming goods in accordance with § Section 377 HGB (German Commercial Code).
5. Except in the case of intent, our liability shall not include damage that typically could not be expected in the specific transaction or is not typical of the contract. This also applies to such damage for which the customer is insured or can usually be insured.

IX. Copyright

1. We reserve the copyright to cost estimates, drafts, drawings and other documents. They may only be made accessible to third parties with our prior consent. Drawings and documents that are provided with the quotation are to be returned or destroyed upon request.
2. If we have delivered goods/products according to drawings, models, samples or other documents provided by the customer, the customer shall guarantee that intellectual rights of third parties are not infringed. If a third party prohibits us from manufacturing and delivering such items in particular with reference to intellectual rights, we are entitled - without any obligation to review the factual and legal situation - to stop any further activity and to demand damages if the customer is at fault. The customer also undertakes to indemnify us immediately from all third-party claims in connection with this.

X. Test parts, moulds and tools

1. If the customer has to provide parts for the execution of the order, they shall be delivered in good time, free of charge and free of defects to the production site in the agreed quantity, or otherwise with a suitable additional quantity for potential rejects. Failing this, the costs and other consequences caused as a result shall be borne by the customer.
2. The production of test parts, including the costs for moulds and tools, shall be at the expense of the customer.

XI. Place of fulfilment, place of jurisdiction and applicable law

1. Place of fulfilment for delivery and payment is Knittlingen. Place of jurisdiction for traders is Pforzheim.

**General Terms and Conditions of Neumo GmbH + Co.
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- We are also entitled, at our discretion, to file action against the customer at his place of jurisdiction.
2. The law of the Federal Republic of Germany shall apply to all legal relationships between the customer and us, supplementing these terms and conditions. Application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 is excluded.