



## General terms and conditions of sale

### Section 1 - General, area of applicability

1.

The general terms and conditions of sale of SAH shall apply exclusively; any conflicting terms and conditions of the Customer or terms and conditions which deviate from the terms and conditions of sale of SAH shall not be recognised by SAH, unless SAH has expressly agreed in writing to their applicability. Even if SAH carries out the delivery to the Customer without reservation in the knowledge of terms and conditions of the Customer which conflict with or deviate from the terms and conditions of sale of SAH, the general terms and conditions of sale of SAH shall also still apply in such a case.

2.

All agreements which are concluded between SAH and the Customer for the purpose of performance of the contract shall be recorded in this contract in writing.

3.

These terms and conditions of sale shall only apply in relation to entrepreneurs, legal persons under public law and special funds under public law.

4.

The general terms and conditions of sale of SAH shall also apply to all future transactions with its customers.

### Section 2 - Offer, offer documents

1.

Should the order qualify as a legally effective offer, SAH shall be able to accept this within two weeks.

2.

SAH shall retain its ownership and copyright in respect of images, drawings, calculations and other documents. This shall also apply in respect of such written documents which are identified as „confidential“. Prior to forwarding these to third parties, the Customer shall require the express written agreement of SAH.



### **Section 3 - Prices, payment terms**

1.  
Unless otherwise stated in the order confirmation, the prices of SAH shall apply „ex factory“, exclusive of packaging. This shall be charged separately.
2.  
The statutory value added tax is not included in the prices. This shall be charged separately to the statutory amount on the day of invoicing.
3.  
The deduction of discounts shall require a separate written agreement.
4.  
Unless otherwise stated in the order confirmation, the net purchase price (without deduction) shall be due for payment within 30 days of the day of invoicing.
5.  
The Customer shall only be entitled to rights of set-off if its counterclaims have been legally recognised, are undisputed or have been acknowledged by SAH. Otherwise, the Customer shall only be entitled to assert its right of retention if its counterclaim refers to the same contractual relationship.

### **Section 4 - Delivery time**

1.  
The commencement of the delivery date stated by SAH shall be subject to the clarification of all technical questions.
2.  
The compliance with the delivery obligation of SAH shall also require the timely and proper fulfilment of the obligations incumbent on the Customer. The plea of non-performance of the contract shall be reserved.
3.  
Should the Customer enter acceptance default or should it culpably breach other co-operation obligations, SAH shall be entitled to demand compensation for the losses incurred by it to this extent, including any additional expenses. Further claims or rights shall remain reserved.
4.  
Should the requirements of Paragraph 3 be present, the risk of possible destruction or possible deterioration of the object of purchase shall be transferred to the Customer at the time when it entered acceptance default or debtor's delay.



5.  
SAH shall incur liability in accordance with the statutory provisions should the underlying sales agreement be a fixed date transaction. SAH shall also incur liability in accordance with the statutory provisions should the Customer be entitled to assert, as a result of a delivery delay for which SAH is responsible, that its interest in continued performance of the contract has ceased.

6.  
SAH shall also incur liability in accordance with the statutory provisions should the delivery delay be due to an intentional or gross negligent breach of contract for which SAH is responsible; any culpability on the part of representatives or vicarious agents of SAH shall be attributed to SAH. Should the delivery delay be due to a gross negligent breach of contract for which SAS is responsible, the liability to pay damages on the part of SAH shall be limited to the losses which are foreseeable and typical.

7.  
SAH shall also incur liability in accordance with the statutory provisions if the delivery delay is due to culpable breach of a significant contractual obligation. In such a case, the liability to pay damages shall, however, be limited to the losses which are foreseeable and typical.

#### **Section 5 - Transfer of risk, packaging costs**

1.  
Unless otherwise stated in the order confirmation, the delivery shall be agreed as being „ex-factory“.

2.  
Separate agreements shall apply in respect of the taking back of packaging.

3.  
Should the Customer so wish, SAH will cover the delivery by transportation insurance. The costs in this respect shall be borne by the Customer.

#### **Section 6 - Liability for defects**

1.  
Defect claims of the Customer shall require that the Customer has complied with its inspection and complaint obligations prescribed by commercial law. Deviations in terms of dimension, weight and quality shall be permitted in accordance with the applicable norms (for example EN, ASTM, API, JIS etc) or the applicable practice and shall not represent any defect. The weights shall be determined on industrial scales and shall then be binding for invoicing.

2.  
Should a defect in the object of purchase be present, the Customer shall, according to its choice, be entitled either to supplementary performance in the form of correction of the defect or the delivery of a new, defect-free item. In case of the correction of defects or a replacement delivery, SAH shall be obliged to bear all costs which are necessary for the purpose of supplementary performance, in particular transportation, road, work and material costs, as long as these are not increased by the fact that the delivered goods were brought to a location other than the place of performance.



3. Should the supplementary performance fail, the Customer shall, according to its choice, be entitled to rescind the contract or demand a reduction.

4. SAH shall incur liability in accordance with the general provisions, should the Customer assert damages claims which are due to intent or gross negligence, including intent or gross negligence on the part of representatives or vicarious agents of SAH. Unless intentional breach of contract is attributed to SAH, the liability to pay damages shall be limited to losses which are foreseeable and typical.

5. SAH shall incur liability in accordance with the statutory provisions should it culpably breach a significant contractual obligation. Also in such cases, the liability to pay damages shall, however, be limited to losses which are foreseeable and typical. A significant contractual obligation shall be present if the breach of duty refers to an obligation on whose fulfilment the Customer has relied and may also rely.

6. Otherwise, should the Customer be entitled to claim damages in lieu of performance due to a negligent breach of obligation, the liability of SAH shall be limited to reimbursement of the loss which is foreseeable and typical.

7. The liability due to culpable injury to life, body and health shall remain unaffected. The same shall apply in respect of the mandatory liability in accordance with the German Product Liability Act (Produkthaftungsgesetz).

8. Unless otherwise regulated above, liability shall be excluded.

9. The limitation period for defect claims shall be twelve months, calculated from the time of transfer of risk. This shall not apply should the object of purchase be normally used in a building and have caused the defect.

## **Section 7 - Total liability**

1. Additional liability to pay damages other than that stated in Section 6 shall be excluded, regardless of the legal nature of the asserted claim. In particular, this shall apply in respect of damages claims due to fault at the time of conclusion of the contract, other breaches of obligations or due to actions in tort for the reimbursement of property damage due to unauthorised acts.

2. The limitation in accordance with Paragraph 1 shall also apply should the Customer, instead of a claim for compensation, demand the replacement of wasted expenses in place of performance.



3. Should the liability to pay damages in relation to SAH be excluded or restricted, this shall also apply in respect of the personal liability of the workers, employees, colleagues, representatives and vicarious agents of SAH.

### **Section 8 - Security of reservation of ownership**

1. SAH shall retain ownership of the object of purchase until receipt of all payments under the delivery contract. In case of behaviour on the part of the Customer which is in breach of contract, in particular in case of payment default, SAH shall be entitled to retake possession of the object of purchase. Should SAH retake possession of the object of purchase, this shall represent a rescission of the contract. Following the retaking of possession of the object of purchase, SAH shall be entitled to utilise it. The proceeds from the utilisation shall be set off against the liabilities of the Customer, minus reasonable utilisation costs.

2. The Customer shall be obliged to treat the object of purchase with care. In particular, it shall be obliged to sufficiently insure it against fire and water damage and theft to its original value.

3. In case of seizures and other third party attacks, the Customer must provide immediate written notification to SAH, so that SAH can bring a third party action against execution. Should the third party not be in the position of being able to reimburse SAH in respect of the court costs and out-of-court costs of a third party action against execution, the Customer shall incur liability in relation to SAH for the loss incurred by the latter.

4. The Customer shall be entitled to sell on the object of purchase in the course of proper business dealings. However, it shall now assign, to SAH, all claims to the extent of the final invoice amount (including value added tax) of the claim which are accrued to it against its consumers or third parties as a result of the selling on, regardless of whether the object of purchase is sold on without processing or following processing. The Customer shall also remain authorised to collect the claim following the assignment. The authority of SAH to collect the claim itself shall not be affected. However, SAH shall be obliged not to collect the claim provided that the Customer complies with its payment obligations in connection with the revenues received, does not enter payment default and, in particular, no application is submitted for the opening of settlement of insolvency proceedings and no suspension of payments is present. However, should this be the case, SAH shall be able to demand that the Customer provides notification of the assigned claims and their debtors, provides all necessary information for their collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.

5. The processing or remodelling of the object of purchase by the Customer shall always be carried out for SAH. Should the object of purchase be processed with other objects which do not belong to SAH, SAH shall acquire co-ownership in the new item to the relationship of the value of the object of purchase (final invoice amount including value added tax) to the other processed



objects at the time of processing. Otherwise, the same shall apply to the object created by the processing as to the object of purchase which is delivered under reservation.

6.

Should the object of purchase be inseparably mixed with other objects which do not belong to SAH, SAH shall acquire co-ownership in the new item to the relationship of the value of the object of purchase (final invoice amount including value added tax) to the other mixed objects at the time of mixing. Should the mixing take place in such a way that the item of the Customer is to be considered as the principle item, it is hereby agreed that the Customer shall transfer proportional ownership to SAH. The Customer shall keep the sole ownership or co-ownership which occurred in such a way safe for SAH.

7.

The Customer shall also assign, to SAH, the claims for the securing of claims of SAH against it which are accrued against a third party due to the combination of the object of purchase with land.

8.

SAH shall be obliged, on the request of the Customer to release the securities to which it is entitled if the realisable value of the securities of SAH exceeds the claim to be secured by more than 10%. SAH shall be responsible for choosing the securities to be released.

### **Section 9 - Place of jurisdiction, applicable law, place of performance, partial invalidity**

1.

Should the Customer be a businessman, a legal person under public law or a special fund under public law, the place of business of SAH shall be the place of jurisdiction. However, SAH shall also be entitled to bring a lawsuit against the Customer at the court of its place of domicile.

2.

The law of the Federal Republic of Germany shall apply to these general terms and conditions of sale, as well as to those contracts which are concluded between SAH and the Customer and to which these general terms and conditions of sale apply. The applicability of the United Nations Convention concerning the International Sale of Goods shall be excluded.

3.

Unless otherwise stated in the order confirmation, the place of business of SAH shall be the place of performance.

4.

Should any individual clauses of these general terms and conditions of sale be ineffective, the remainder of the contract shall remain effective.

As of: December 2014.