

**Conditions of Sale and Delivery of
Schwegler Werkzeugfabrik GmbH & Co. KG,
89269 Vöhringen, Robert-Bosch-Straße 7, Germany**

I. Conclusion of contracts

1. The following conditions apply exclusively for all offers submitted by us as well as for all contracts concluded with our company.
2. Our offers are always without obligation. The contract only enters into force with our order confirmation. If no order confirmation is issued, the contract enters into force when the item purchased is transferred or delivered to the customer.
3. Our order confirmations are issued in writing. No additional or side agreements apply.
4. The following over- or under delivery applies for specially-manufactured (customized) tools:
up to 4 pieces - 1 piece
5 – 11 pieces - 2 pieces
12 – 30 pieces - 3 pieces
more than 30 pieces - 10% of the ordered quantity
5. Does the customer change the specifications of the article of sale and those changes are confirmed by us in writing, these changes are binding for all consecutive orders even if the customer has not indicated the change in an order.
6. Specifications and agreements cannot be understood as an acceptance of guarantee

II. Prices

1. Our prices are ex-works excluding packaging and transport costs plus the current legal rate of VAT.
2. If wage or material costs change during the period between conclusion of the contract and delivery of the goods, the supplier may demand an appropriate price increase. If it is not possible to reach agreement with regard to such a corresponding price increase, we are entitled to withdraw from the contract.
3. In the event of a delivery time reduction requested by the customer, we reserve the right to charge additional costs of 25% of the respective item value.

III. Delivery

1. The delivery period only starts at the time when all details of the work to be done are clear. Fulfillment of delivery dates assumes that the customer has also fulfilled his contractual obligations.
2. We make every effort to adhere to agreed delivery dates and periods. However, if in exceptional cases we do not adhere to delivery dates and periods due to our own fault, the customer shall grant us an appropriate period of grace for delivery.
The customer can withdraw from the contract on expiry of the period of grace if

no delivery is affected. For further claims against us due to delay in delivery see paragraph VIII.

3. Events within the category of force majeure also prolong the period of delivery accordingly, even if they occur during the period of grace. Five months after the expiration of the delivery time we are allowed to resign from the contract. Further rights or claims are not entitled to either us or the customer.

4. We are entitled to make partial deliveries if these can be considered reasonable for the customer.

IV. Transfer of risk

1. The risk is transferred to the customer as soon as the item to be delivered leaves the supplier's works. This also applies in those exceptional cases where we bear the transport or dispatch costs.

2. The goods are only insured against transport damage on the specific request of the customer. The cost shall be borne by the customer.

V. Payment

1. If so far as no agreement has been reached to the contrary, our invoices are due for payment within 14 days with 2% discount or within 30 days net as from date of invoice.

2. Outsourced and re-sharpening orders are payable immediately, net.

3. Only recognized or legally established counterclaims entitle the customer to offset claims or withhold payment.

VI. Retention of title

1. We retain the title to the goods supplied until all claims for payment resulting from the business relationship with the customer, including future claims, have been met. Allocation of individual claims to a current account or account balancing and corresponding recognition of this do not cancel out retention of title at all stages.

2. The customer is entitled to sell on the goods in the course of normal business. However, he already now assigns to us the claims arising from the onward sale in the amount of the final sum of our invoice, with all ancillary rights and orders of priority.

The customer remains entitled to call in the payment; we reserve the right to cancel this entitlement. We undertake not to make use of our own right to call in the payment as long as the customer fulfils his payment obligations, also as against third parties.

3. If items supplied by us are processed to form a new movable property, the processing is considered to have been carried out for us. We will become the owners of the new item.

If our items are processed along with goods which do not belong to the customer, we obtain joint ownership in the new item in the proportion of the value of the goods subject to our retention of title to the other goods at the time of processing.

If goods subject to our retention of title are mixed or combined with goods not belonging to the customer in the sense of §§ 947, 948 BGB (German Civil Code),

we become joint owners as laid down in the legal regulations. If the customer achieves sole ownership by means of linking, mixing or combination, he shall transfer joint ownership to us in accordance with the proportion of the value of the goods subject to our retention of title and the other goods at the time of the linking, mixing or combination. Transfer of the goods is replaced by the customer storing the goods for us free of charge.

4. The customer may neither pledge the item delivered nor offer it as security.

The customer must inform us immediately in case of seizure of the goods or other acts affecting the goods which are implemented by third parties.

5. In case of payment by cheque or bill of exchange, our retention of title is only withdrawn when the customer has fulfilled all his payment obligations towards us and third parties.

6. If, despite the grant of a period of grace, the customer enters into arrears of payment by his own fault, we are entitled to take back the item supplied, without implying that we have withdrawn from the purchase contract.

VII. Warranty and liability

1. The purchaser must examine the goods received immediately on quantity, defects and quality. The goods shall be deemed approved if immediately recognizable objections are not reported within at least 1 week after receipt of goods in writing or if the complaint later shows, are reported immediately after the discovery to us. Obvious damage must be immediately reprimanded and indicated on the delivery receipt.

2. If the purchaser determines a deficiency in the goods, he may not dispose of it, that is, they must not be divided, resold or processed.

3. In case of defects or errors of a required quality of the delivered goods, we can repair the defect or deliver non-defective goods at our discretion. In case of repair, we may require at our discretion that the defective product for revision or replacement with subsequent return will be sent to us or if the purchaser holds the defective product ready and the revision or replacement there by us or authorized by us person is made.

4. The expenses required for repair (in particular transport, travel, labor and material costs) will be borne by us. This does not apply for increased expenses incurred by the fact that the purchase is subject to the delivery to another location has been spent as the place of delivery or the commercial presence of the purchaser, unless the movement corresponds to the intended use of the object.

5. If the repair or replacement fails, it is impossible, unacceptable to the customer, if it is rejected or if this is delayed over a reasonable period for reasons that we are responsible for his choice of us, the purchaser is entitled to demand a reduction of the price or reimbursement of expenses or withdraw from the contract. For damage which the buyer have emerged, we are liable under the general rules on liability of para. VIII.

6. The limitation period for warranty claims is 12 months. Concerning the limitation period of the right of recourse action according to BGB § 478 the statutory rule is in effect.

VIII. General liability

1. Compensation claims of the purchaser for whatever legal reason only exist
 - a. if the damage was caused by culpable violation of a contractual obligation in a manner endangering the achievement of the contractual purpose or
 - b. if we have assured a property with respect to the delivered goods or a texture or guarantees
 - c. damage arising from injury to life, limb or health has been occurred or
 - d. insofar as it is insurable damages when us has been possible and reasonable to take out insurance or
 - e. damage based on intent or gross negligence.
- f. As far as we are liable under the Produkthaftungsgesetz from Germany
2. If we are liable according to Section 1. a) for breach of a contractual obligation without gross negligence or intent are present, the amount of the liability is limited to those damages which formation we under the circumstances prevailing at that time we typically have to expect in the contract.
3. For recommendations, we are only liable if they are confirmed by us in writing.
4. The foregoing limitations of liability shall apply mutatis mutandis to actions as well as for the personal liability of our employees, representatives, agents or other persons instructed.

IX. Final provisions

1. The place of fulfilment for legal relations on both sides is Vöhringen.
2. If the customer is a merchant entered into the official company register, the venue for settlement of all disputes arising from this contractual relationship, including any disputes regarding bills of exchange or cheques, shall be the Municipal Court of Neu-Ulm or the Commercial Chamber of the Regional Court of Memmingen, depending on the amount in dispute . However, we are also entitled to bring charges at the location of the customer's registered office.
3. The contractual relationship shall be governed by German law, however excluding the UN Convention on the International Sale of Goods (CISG).
4. If any one or if several of these provisions should be invalid in part or as a whole or should become invalid as a result of a change in the judgement of the courts or a change in law, this shall not result in invalidity of the remaining provisions. The contractual parties already today undertake to substitute the invalid clause with a clause which approaches the intention of the original clause as closely as possible.

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