

General Terms and Conditions of Business



I. Scope of Application

1. These terms and conditions of sale apply exclusively to entrepreneurs, legal entities under public law, or special funds under public law within the meaning of § 310 Paragraph 1 of the German Civil Code (Bürgerliches Gesetzbuch – BGB). Any terms and conditions of the customer that are contrary to or deviate from our terms and conditions of sale are not recognised by us unless we have expressly agreed to their validity in writing.

2. These terms and conditions of sale shall also apply to all future transactions with the customer, provided these are legal transactions of a related nature.

II. Offer and Conclusion of Contract

If an order is to be considered as an offer to us in accordance with § 145 of the German Civil Code (BGB), we can accept it within a period of two weeks.

III. Documents Provided

We reserve the property right and copyrights to all documents provided to the customer, such as calculations, computations, drawings, developments, etc. in connection with a so-called 'invitatio ad offerendum', with the offer and/or the placing of an order. These documents must not be made available to third parties unless we have given the customer our express written consent beforehand to do so. If we do not accept the customer's offer within the time limit specified in § 2, these documents must be returned to us immediately. If electronic documents are involved, they must be destroyed without substitution.

IV. Prices and Payment

1. Unless otherwise agreed in writing, our prices shall apply ex works, excluding packaging and the value-added tax is added as applicable. Costs of packaging will be invoiced separately, unless otherwise agreed upon in the contract.

2. Payment of the purchase price shall be made only to the account specified overleaf. The deduction of discounts shall require a special agreement in writing.

3. Unless otherwise agreed, the purchase price is to be paid within 14 days after invoicing. Interest on arrears shall be calculated at 8% above the respective base interest rate p.a. We reserve the right to assert a higher damage caused by delay.

4. If no fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material, and distribution costs for deliveries taking place three months or more after conclusion of the contract.

V. Set-off and Rights of Retention

The customer shall only be entitled to set-off if his counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

VI. Delivery Period

1. The commencement of the delivery period specified by us is dependent on the timely and proper fulfilment of the obligations of the customer. We reserve the defence of lack of performance of the contract.

2. If the customer defaults in acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for any loss incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. Should said conditions apply, the risk of accidental loss or accidental deterioration of the object of purchase shall pass to the customer at the moment when he is in default of acceptance or default of payment.

3. In the event of a delay in delivery not caused by us intentionally or not due to gross negligence on our part, we shall be liable to pay a lump sum compensation for delay amounting to 3% of the delivery value for each full week of delay but not exceeding 10% of the delivery value.

4. Any further statutory claims and rights of the customer due to a delay in delivery shall remain unaffected.

VII. Passing of Risk upon Dispatch

If the goods are dispatched to the customer at his request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, but no later than the point in time at which it leaves the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of performance or irrespective of who bears the freight costs.

VIII. Reservation of Title

1. We reserve the right of ownership of the delivered item until complete payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We shall be entitled to take back the object of purchase if the customer behaves contrary to the terms of the contract.

2. The customer is obliged to handle the object of purchase with care as long as ownership has not been transferred to him. In particular, he is obliged to insure it at his own expense against theft, fire and water damage, with the insured sum being adequate to cover the replacement value. If maintenance and inspection work has to be carried out, the customer must carry it out in good time at his own expense. As long as ownership has not yet been transferred, the customer must notify us immediately in writing if the delivered item is attached or subject to other interventions by third parties. If the third party is not in a position to reimburse us for the court costs and out-of-court costs of an action pursuant to § 771 of the German Code of Civil Procedure (Zivilprozessordnung – ZPO), the customer shall be liable for the loss incurred by us.

3. The customer is entitled to resell the goods that are subject to retention of title within the ordinary course of business. The customer hereby assigns to us the claims of the purchaser arising from the resale of the goods that are subject to retention of title in the amount of the final invoice total (including value added tax) agreed upon with us. This assignment shall apply irrespective of whether the object of purchase has been resold without or after further processing. The customer remains authorised to collect the

claim even after the assignment. This does not affect our authority to collect the claim ourselves. However, we will not collect the claim as long as the customer fulfils his payment obligations from the collected proceeds, is not in default of payment and, in particular, as long as no application for the institution of insolvency proceedings has been filed or there is no suspension of payments.

4. Any treatment and processing or alteration of the object of purchase by the customer shall always be carried out in our name and on our behalf. In this case, the customer's expectant right to the object of purchase shall continue with respect to the altered object. If the object of purchase is processed together with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of purchase to the other processed objects at the time of processing. The same applies in the event of mixing. If the mixing takes place in such a way that the customer's object is to be regarded as the main object, it is agreed that the customer shall transfer co-ownership to us proportionately and shall hold the resulting sole ownership or co-ownership for us. In order to secure our claims against the customer, the customer shall also assign to us such claims accruing to him from combination of the goods that are subject to retention of title with a real property against a third party; we hereby already accept this assignment.

5. We undertake to release the securities to which we are entitled at the request of the customer if their value exceeds the claims to be secured by more than 20%.

IX. Warranty and Notice of Defects, Recourse/Manufacturer's Recourse

1. Warranty rights of the customer are subject to the customer having properly fulfilled his duties of inspection and objection according to § 377 of the German Commercial Code (Handelsgesetzbuch – HGB).

2. Claims for defects become time-barred 12 months after the goods supplied by us were delivered to our customer. The above provisions shall not apply if longer periods of time are prescribed by law as mandatory in accordance with § 438 Paragraph 1 No. 2 of the German Civil Code (Buildings and Objects for Buildings), § 479 Paragraph 1 of the German Civil Code (Right of Recourse) and § 634a Paragraph 1 of the German Civil Code (Building Defects). Our consent must be obtained prior to any return of goods.

3. If, in spite of all due care, the delivered goods show a defect which already existed at the time of passing of risk, we shall, subject to a notice of defects in due time, either repair the goods or deliver a replacement at our discretion. We must always be given the opportunity for supplementary performance within a reasonable period of time. The above provision does not affect the rights of recourse in any way.

4. If the supplementary performance fails, the customer can—without prejudice to any possible claims for damages—withdraw from the contract or reduce the compensation.

5. Claims for defects cannot be asserted in the event of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or deterioration as well as in the case of damage occurring after the passing of risk due to faulty or negligent handling, excessive stress, unsuitable operating equipment, defective construction work, unsuitable building site or due to special external influences which are not specified in the contract. Likewise, if the customer or a third party carry out improper repair work or modifications, claims for defects cannot be asserted for these and the consequences arising from this.

6. Claims of the customer due to expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs, shall be excluded if these expenses increase because the goods delivered by us have subsequently been transferred to a location other than the customer's place of business, unless such transfer corresponds to their intended use.

7. The customer can assert rights of recourse against us only insofar as the customer has not entered into any agreements with his purchaser that go beyond the mandatory statutory claims for defects. In addition, paragraph 6 shall apply correspondingly to the scope of the customer's right of recourse against the supplier.

X. Miscellaneous

1. This contract and all legal relations between the parties are subject to the law of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

2. Place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.

3. All agreements made between the parties for the purpose of performance of this contract are recorded in this contract in writing. Amendments, if any, must be made in writing, including an amendment to the written form requirement itself.

4. If individual provisions of this contract are or become invalid or contain a loophole, this shall not affect the remaining provisions. The parties undertake to replace the invalid regulation with a legally permissible regulation which comes closest to the economic purpose of the invalid regulation or closes this loophole.

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	BIC	SPSHDE31XXX
Volksbank im Märk. Kreis	IBAN	DE63 4476 1534 0232 2097 00
	BIC	GENODEM1NRD

Sitz und Handelsregister

Kommanditgesellschaft: Hagen HRA Nr. 5460
Persönlich haftende Gesellschafterin:
Prevent TWB Verwaltungsgesellschaft mbH
Sitz und Handelsregister: Hagen HRB Nr. 8426
Geschäftsführer: Christian Brenner, Dr. Carsten Menzel
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