

1. General

The subsequent general terms and conditions (T&Cs) apply to all contracts between Heinrich Erdmann GmbH, Ihmerter Str. 207, 58675 Hemer - hereinafter referred to as the User - and contractors who are exclusive customers.

A contractor is a natural or legal person or a legal partnership that exercises its independent commercial or professional business upon entering into a legal transaction.

Only our own product specification is to be considered agreed as the nature of the goods/essential characteristics.

The User states that it will adhere to the minimum wage regulations (MiLoG).

The User is the Customer's contractual partner:

Heinrich Erdmann GmbH, represented by its Managing Director Sebastian Stierand,
Ihmerter Str. 207, 58675 Hemer

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Insofar as not otherwise agreed, none of the Customer's own conditions that it may use are to be included.

2. Prices and delivery

The invoice amounts shown are net total prices.

Delivery dates are not binding, unless these are expressly agreed as fixed dates.

3. Payment methods and conditions

Goods are exclusively purchased on account.

The Customer has to pay all invoiced amounts immediately, without deduction. The Customer is in default, at the latest, if it does not pay within 14 days of receiving the invoice. The authoritative date is the date on which the money enters the User's named business account. Please therefore consider bank processing times, normally of 2-3 working days, when calculating the deadline.

4. Right of retention, retention of title

The Customer can only exercise a right of retention against the User insofar as it involves claims from the same contractual relationship.

The item remains the property of User until the purchase price is paid in full.

The User reserves property in the goods until complete settlement of all claims from the current business relationship with the Customer. No pledge or transfer of security is required before property in the reserved goods is transferred. The Customer shall in this case be permitted to re-sell the goods in the ordinary course of business. In this event the Customer hereby assigns to the User all claims arising for him from a re-sale, amounting to the invoiced amount. The User hereby accepts this assignment. The Customer shall be authorised to collect the debt after assignment. Insofar as the Customer should not duly meet its payment obligations the User reserves the right to collect the assigned claim(s) itself. The User commits to release to the Customer the

securities due to him at the Customer's request, inasmuch as the realisable value of the securities exceeds the claim to be secured by more than 10%. It is for the User to decide which securities are to be released.

5. Transfer of risk

The risk of accidental loss or accidental deterioration of the item sold shall transfer to the contractor itself or a person authorised to take receipt. For a sale by dispatch it passes with delivery of the goods to a suitable transport person.

6. Statutory liability for defects

The statutory right to liability for defects for the goods delivered by the User exists in accordance with the following:

The warranty period is a year from the transfer of risk (see Clause 5 of these T&Cs). The shortened warranty period does not apply to damages to life, body or health if caused by the User and attributable to its fault, or damages caused intentionally, by gross negligence or fraud, as well as recourse actions under sections 478 and 479 BGB (Bürgerliches Gesetzbuch [The German Civil Code]). The User shall provide the Customer with a warranty for repair or replacement for defects in the purchased object, at the Customer's choice. The Customer is not entitled to resolve the defect in the purchased item directly itself, or have it resolved by a third part (self-repair); any expenses incurred by the Customer will not be refunded by the User.

The Customer is obligated to examine the goods immediately and with due care for variations in quality and quantity, and report apparent defects to the User in writing using the contact details given under Clause 1 of these T&Cs within 7 days of receipt of the goods; timely dispatch will be sufficient to comply with the deadline. This also applies after later noticing latent defects. The Customer can no longer assert warranty claims if the duties of inspection or notification are breached.

In other respects, the statutory warranty rules apply.

7. Liability

The User bears liability for damages arising from injury to life, body or health which are based on its negligent breach of duty or an intentional or grossly negligent breach by its statutory representative or agent, as well as for other damages which arise from its grossly negligent breaches of duty or an intentional or grossly negligent breach of duty by its statutory representative or agent. Moreover, the User bears unlimited liability for damages which are covered by compulsory liability arising from statutory provisions, such as product liability law, quality warranties or in cases of fraud.

Outside of cases of intent or gross negligence, the User bears liability for the breach of those contractual obligations whose observance is particularly important for achieving the purpose of the contract (cardinal obligations). In these cases liability is, however, limited to such damages as are foreseeable for the contract. Furthermore liability is likewise excluded for indirect or consequential losses, provided that these are not foreseeable.

Where other contractual obligations (not cardinal obligations) are breached by simple negligence, the User is not liable to the contractor.

8. Agreement conferring jurisdiction

The court of jurisdiction for all disputes arising from this contract shall be the User's registered office. This contractual relationship is exclusively subject to the law of the Federal Republic of Germany. The application of the UN Sales Convention for the International Sale of Goods is expressly excluded.

9. Cross-border chain transactions

In cases of cross-border chain transactions the contractor assures that the contractor's customer obtains the authority of disposition of the goods not before the goods left the country of origin (Germany).

10. Severability clause

Should individual parts of the above General Terms and Conditions be ineffective or invalid the remaining conditions shall remain valid, and the Contract in general remains effective, unless adherence to it, considering the intended amendment, constitutes unreasonable hardship for a contracting party.

Data protection notice:

The protection of personal Customer data, which is collected, processed and used as part of contract processing, service provision and invoicing, will be safeguarded in accordance with the statutory provisions. Personal data submitted by Customers is only saved and processed - in a way inaccessible to third parties, insofar as this is technically and organisationally possible; you are referred to the insecurity of email - insofar as this is necessary for the processing of the contract, provision of services and invoicing. Further personal data will only be collected if the Customer voluntarily submits it, for example as part of a request, registration or an order. Your personal data shall only be transmitted to third parties or otherwise transferred if this is required for the purpose of processing a contract - and in particular for the purpose of giving order data to suppliers or transport companies - if this is required or the Customer has agreed to this in advance.

Hemer, 10/18/2017