



Terms and Conditions of Sale and Delivery

1. General - scope of application

- 1.1 Our Terms and Conditions of Sale and Delivery shall apply exclusively; they shall be binding within the scope of current business relations for all, including future transactions with the customer, provided that this involves legal transactions of a similar nature, even if these Terms and Conditions are not mentioned in future business transactions.

In the case of existing business relations, our Terms and Conditions of Sale and Delivery shall replace earlier Terms and Conditions of Sale and Delivery.

- 1.2 We shall not accept terms and conditions of the customer, which are contrary to or deviate from our Terms and Conditions of Sale and Delivery, unless we have expressly approved their validity in writing. This provision shall also apply to order confirmations or other confirmation letters.

Our Terms and Conditions of Sale and Delivery shall apply even if we effect delivery to the customer without reservation in the knowledge of terms and conditions of the customer that are contrary to or differ from our Terms and Conditions of Sale and Delivery.

- 1.3 All agreements, which are concluded between us and the customer to execute this contract, shall be set out in writing in this contract.
- 1.4 Our Terms and Conditions of Sale and Delivery shall only apply to entrepreneurs within the meaning of § 310 (1) of the German Civil Code (BGB).

2. Offers, conclusion of the contract

- 2.1 The information contained in our catalogues and other written documents, as well as our offers based on orders shall be non-binding and without obligation, unless otherwise stated in our order confirmation.

- 2.2 An order shall only be deemed to have accepted by us if we confirm it in writing. We may make an exception for orders which are delivered at short notice.

- 2.3 Incidental agreements and amendments to the contract by the persons acting on our behalf shall require our written approval.

3. Prices and price changes

All prices shall be net prices and shall be regarded as ex works plus statutory VAT which shall be shown separately on the invoice.

4. Delivery period

4.1 The stipulated delivery periods shall be non-binding, unless we expressly assure delivery periods in writing for the individual order. Stipulation of a calendar week in our order confirmation shall not be regarded as an assurance.

4.2 The delivery period shall commence when we send our order confirmation, but shall depend on prompt and due fulfilment of the customer's obligations. In particular, the delivery period shall not commence before the provision of any documents, permits and approvals to be obtained by the customer, and before receipt of an agreed advance payment.

4.3 The delivery period shall be deemed to have been observed if the goods are ready for dispatch and this is notified before the delivery period expires or the delivery item has left the plant.

4.4 The delivery period shall be extended in the case of measures during industrial disputes, especially strikes and lockouts, as well as in the event of unforeseen problems which lie outside our volition, e.g. operational disruptions, delays in the delivery of important materials, if it is proved that these problems seriously affected the supply of the delivery item. This provision shall apply even if the problems arise at subcontractors. The delivery period shall be extended during the length of these measures and problems.

The above-mentioned circumstances shall also not be our responsibility if they occur during an already existing delay. In important cases we shall inform the customer immediately about the beginning and end of these problems.

4.5 Partial deliveries shall be permitted within the delivery periods we have stipulated, unless this results in utilisation disadvantages.

5. Delivery, passing of risk

5.1 Unless otherwise stipulated in the order confirmation, delivery "ex works" shall be deemed to have been agreed.

If delivery is made to another location at the request of the customer, it shall take place for the account and at the risk of the customer. Risk shall pass at the latest to the customer as soon as the seller has handed over the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment, or the consignment has left our warehouse for the purpose of shipment. This provision shall also apply if we transport the goods ourselves.

Shipment "ex works" shall be equivalent to shipment from a third location, e.g. an external warehouse or a warehouse of the manufacturer.

5.2 If dispatch is delayed due to circumstances for which we are not responsible, risk shall pass to the customer from the date of readiness for dispatch. However, we shall insure this risk at the request of the customer at his expense.

6. Scope of supply

6.1 The scope of supply shall be defined solely in our written order confirmation. We may make an exception for orders which are delivered at short notice.

6.2 If the order is based on a draft, a model or a proof, we shall reserve the right to make changes provided the delivery item is not modified substantially or the modifications are reasonable for the customer.

6.3 In the case of custom-made products, remunerable excess or short deliveries of 10% shall be permitted; excess or short deliveries of up to 20% shall also be permitted in the case of small series. In the case of any kind of bulk goods, 3% rejects due to printing and further processing are customary in the trade.

7. Lump-sum compensation

If the customer withdraws from a placed order without justification, we shall be entitled - irrespective of the possibility of enforcing a claim for actual higher damage - to demand 10% of the selling price for the costs incurred in processing the order and for any lost profit. However, the customer shall be entitled to prove that damage or a value reduction did not actually occur, or that damage was much lower than the lump-sum compensation.

8. Packaging and shipment

Packaging shall become the property of the customer and shall be invoiced by us. Postal and packaging expenses shall be invoiced separately. The shipping method shall be chosen at our best discretion.

9. Acceptance and passing of risk at the time of acceptance and delay in delivery

9.1 The customer shall be obliged to accept the delivery item

9.2 If the customer does not accept the purchase item, we shall be entitled after granting a period of grace of fourteen days to either withdraw from the contract or demand compensation due to non-performance. It shall not be necessary to grant a period of grace if the customer seriously or finally refuses to accept the purchase item, or is obviously unable to pay the purchase price within this period.

9.3. Risk shall pass to the customer, if it has not already been transferred to him earlier, at the latest at the time of acceptance of the delivery item. If the customer states that he will not accept the delivery item, risk of accidental loss or accidental deterioration of the delivery item shall pass to the customer at the time of refusal, unless it was already transferred to the customer at an earlier point in time.

9.4 If shipment of the goods is delayed at the request of the customer, risk shall pass to the customer from the date of notification of readiness for dispatch. Commencing one month after the date of notification of readiness for dispatch, the customer shall pay the costs incurred in storing the ordered goods.

10. Reservation of title

10.1 The supplied goods shall remain our property until all payments from the business relationship have been made in full.

This provision shall also apply to all future deliveries even if we do not always expressly refer to this fact. We shall be entitled to take back the purchase item if the customer does not comply with the terms of the contract.

10.2 The customer may not pledge or transfer the delivery items by way of security. If the delivery items are pledged and seized or disposed of in another way by third parties, the customer shall inform us immediately and provide us with all information and documents which are needed to protect our rights. Enforcement officers and other third parties shall be informed about our property.

10.3 If the customer infringes the terms of the contract, especially if he fails to pay on time, we shall be entitled to take back the purchase item. The customer shall be obliged to hand over the purchase item.

If we take back the purchase item, this shall be tantamount to withdrawal from the contract. We shall be entitled to dispose of the purchase item after taking it back; the proceeds from disposal shall be offset against the customer's liabilities - less reasonable utilisation costs.

10.4 Enforcement of the reservation of title and pledging of the delivery items by us shall not be regarded as withdrawal from the contract, unless we expressly stated this in writing.

10.5 The customer shall be entitled to resell the delivery items in the normal course of business; however, he shall now assign to us all claims amounting to the purchase price (including VAT) agreed between us and the customer that accrue to him from resale, irrespective of whether the delivery items are resold without or after processing.

The customer shall be entitled to collect these claims after assignment. Our entitlement to personally collect the claims shall not be affected; however, we shall give an undertaking not to collect the claims as long as the customer duly complies with his payment obligations, does not default, and especially if no application is made to open composition proceedings or insolvency proceedings, or payments have stopped.

If this is the case, however, we may demand that the customer informs us about the assigned claims and their debtors, provides us with all the information required to collect the claims, hands over the related documents and notifies the debtors (third parties) about assignment.

- 10.6 Processing or transformation of the goods by the customer shall always be performed for our company. If the delivery items are processed with other products that do not belong to us, we shall acquire joint ownership of the new product in the ratio of the value of the delivery items with the other processed items at the time of processing. The same conditions as those for the reserved delivery purchase item shall apply to the product created through processing.
- 10.7 If the delivery items are inseparably mixed with other products that do not belong to us, we shall acquire joint ownership of the new product in the ratio of the value of the delivery items with the other mixed items at the time of mixing. The customer shall keep the solely owned or jointly owned product thus created for us in safe custody.
- 10.8 At the request of the customer, we shall be obliged to release the securities accruing to us in so far as the attainable value of our securities exceeds the claims to be secured by more than 20%; we shall be obliged to choose the securities to be released.

11. Warranty, liability for defects and manufacturer's right of redress

- 11.1 Defect claims by the customer shall depend on him duly complying with his obligations regarding the inspection of goods and notification of defects in accordance with § 377 of the German Commercial Code. The customer shall inform us in writing about a defect as soon as he receives the delivery items and at the latest three days after the discovery of the defect. If the customer does not notify us about a defect on time, the goods shall be deemed to have been accepted.
- 11.2 Normal trade deviations or minor and technical deviations shall not represent defects. This provision shall also apply to minor deviations from specifications which we have provided.
- 11.3 Acceptance of a galley proof or a release sample by the customer shall release us from any responsibility for the accuracy of the print, imprint or engraving. The customer shall not be entitled to make claims if he fails to see misprints, minor deviations from the material, print, colour or reprocessing.
- 11.4 If there is a defect in the purchase item, we shall be entitled to either carry out rework by rectifying the defect or delivering a new perfect purchase item. If we rectify the defect, we shall be obliged to pay all costs which are necessary to rectify the defect, especially costs for transport, travel, labour and materials, unless they are higher due to the fact that the purchase item was transported to a place other than the place of performance.
- 11.5 If rework fails, the customer shall be entitled to either withdraw from the contract or reduce the purchase price.
- 11.6 We shall be liable in accordance with statutory provisions if the customer enforces compensation claims which are based on intent or gross negligence, including intent or gross negligence on the part of our representatives or agents. If we are not responsible for an intentional breach of contract, the liability for compensation shall be limited to the foreseeable damage that typically occurs.

- 11.7 We shall be liable in accordance with statutory provisions if we culpably infringe a material contractual obligation; in this case, however, the liability for compensation shall be limited to the foreseeable damage that typically occurs.
- 11.8 If the customer enforces a claim for compensation instead of performance, our liability for compensation shall be limited to the foreseeable damage that typically occurs.
- 11.9 Liability on account of culpable injury to life, limb or health shall not be affected; this provision shall also apply to mandatory liability under the Product Liability Act.
- 11.10 Unless otherwise agreed above, liability shall be excluded.
- 11.11 The limitation period for liability claims shall be 12 months calculated from the date of passing of risk.
- 11.12 The limitation period in the case of delivery regress according to §§ 478 and 479 of the German Civil Code shall not be affected; it shall amount to five years calculated from the date of delivery of the defective item.
- 11.13 Defect claims may not be assigned.
- 11.14 Recourse claims by the purchaser against our company shall only be permitted if he has not concluded any agreements with his customer that extend beyond mandatory defect claims. 11.4 shall apply analogously to the scope of the purchaser's recourse claims against the supplier.

12. Total liability

- 12.1 Any liability for compensation other than that shown in 11 shall be excluded irrespective of the legal nature of the enforced claims. This provision shall apply, in particular, to compensation claims arising from culpability at the time of conclusion of the contract, on account of other infringements of obligations or on account of tortious claims for compensation for property damage in accordance with § 823 of the German Civil Code.
- 12.2 The limitation under 12.1 shall apply even if the customer demands reimbursement of wasted expenses instead of a claim for compensation or instead of performance.
- 12.3 If our liability for compensation is excluded or limited, this shall also apply in regard to our employees', representatives' and agents' personal liability for compensation.

13. Industrial property rights

- 13.1 Drafts and samples shall remain our property and may not be passed on to third parties, nor copied or reproduced. In the event of infringements of this provision, the customer shall be liable in accordance with statutory provisions.

- 13.2 Stereotypes, reproductions, models, templates, tools and similar produced by us shall remain our property and may not be passed on even after the customer has paid for the delivery item.
- 13.3 We shall only send galley proofs in response to an express request. Major changes and additions, as well as repeated changes shall be invoiced separately.

14. Prices, payment terms, default, default interest

- 14.1 Unless otherwise agreed in writing, our prices shall apply ex works excluding packaging and plus VAT at the current statutory rate. Packaging costs shall be invoiced separately.

If a fixed price agreement was not concluded, we shall reserve the right to make reasonable price adjustments due to changed wage, material and sales costs for deliveries made 3 months or more after the date of conclusion of the contract.

- 14.2 The purchase price and the remuneration for ancillary services shall become due for payment with 2% discount within eight days after handover of the delivery item or without any deduction within 30 days. Payment shall be made solely to one of the accounts shown on the invoice.
- 14.3 Checks and bills of exchange shall only be valid after being cashed. . Acceptance of bills of exchange shall always be subject to a prior written agreement with us. If bills of exchange are accepted, the banks' discount charges and collection fees shall be charged. They shall be paid immediately in cash.
- 14.4 Default according to § 286 (3) of the German Civil Code shall occur 30 days after the due payment date and after receipt of an invoice or an equivalent request for payment, as well as at an earlier time on account of a warning after the occurrence of the due payment date.

In accordance with § 288 (2) of the German Civil Code, we shall charge default interest amounting to 9% p.a. above the base interest rate. Enforcement of a further claim for damages shall not be excluded.

- 14.5 If the customer is a merchant, a legal entity under public law or a special public asset, retention of payments due to any counterclaims by the customer that we have not recognised shall not be permitted; this provision shall also apply to offsetting of these counterclaims.

15. Place of performance and place of jurisdiction

- 15.1 The place of performance shall be Munich.
- 15.2 For all disputes arising from the contract if the customer is a merchant, a legal entity under public law or a special public asset, legal proceedings shall take place at the court which is responsible for our head office. We shall be entitled to take legal action at the head office of the customer.

15.3 German law shall apply to the exclusion of laws on the international sale of goods even if the customer has his head office outside Germany.

16. Miscellaneous

The transfer of the customer's rights and obligations from the contract concluded with us shall require our written permission in order to become valid.

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