

**General Terms and Conditions of Supply and Payment  
of triangle GmbH  
Friedenstraße 98, D-42699 Solingen**

### **1. Scope of validity**

- (1) Our deliveries and services are provided exclusively on the basis of the terms and conditions below. The business terms and conditions of the partner, unless expressly recognized by us, have no validity.
- (2) These conditions of sale apply to business owners, legal entities under public law and special funds under public law, now and in the future.

### **2. Payment terms and delivery**

- (1) Unless otherwise agreed, we deliver ex works (EXW Solingen, Incoterms 2010). Our prices are in Euro, exclusive turnover tax, packing, freight, carriage and insurance. Packing will be charged separately.
- Deliveries of more than € 3,000.- net are delivered FOB German port (Incoterms 2010), seaworthy packing included.
- (2) Unless otherwise agreed, all invoices are due for payment within 10 days upon receipt of the invoice.
- If the payment terms are not met, we shall be entitled, to bill interest on arrears at 9 percentage points above the base interest rate of the European Central Bank at the time.

### **3. Delivery Time**

Our delivery date is binding. The partner is only entitled to withdraw from the contract if we are responsible for the delivery date not being met and the partner has allowed us a period of four weeks of grace without result. In the event of delivery being delayed by acts of god, industrial disputes, disturbances, official measures, non-arrival of the deliveries from our suppliers and other unpredictable, unavoidable and serious events, an extension of the delivery period will be granted appropriate to the circumstances. A claim for damages in case of failure of performance or delay in delivery is excluded.

### **4. Dispatch and transfer of risk**

Goods which are notified as being ready for dispatch are to be taken over immediately by the partner. We are otherwise entitled, at our option, to dispatch them or store them at the cost and the risk of the partner. The risk is transferred to the partner on handover to the railway, forwarding agent or freight carrier, or on commencement of storage, but in any case not later than departure from the factory warehouse; this also applies if we have undertaken delivery.

### **5. Reservation of title**

- (1) We reserve the right of ownership in respect of the goods supplied until such time as all claims under the business relationship with the partner have been met. This is also valid for all future deliveries.
- (2) The partner is entitled to sell these goods in the regular course of business, provided it meets its obligations arising from the business relationship with us in good time. However, it may neither pledge the reserved goods nor transfer ownership of them as security. It is obliged to protect our rights if goods which are subject to reservation of title are resold on credit.
- (3) In the event of breaches of its duties by the partner, in particular in the case of delayed payment, we shall be entitled, after a reasonable period of grace allowed to the partner for performance has elapsed without result, to withdraw from the contract and take back the goods; this shall not affect the statutory provisions concerning cases where it is not necessary to allow a period of grace. The partner shall be obliged to surrender the goods.
- We shall be entitled to withdraw from the contract if an application is filed for insolvency proceedings to be instituted against the partner's assets.
- (4) With immediate effect the partner assigns to us as security all claims and rights deriving from the sale or any hiring, for which we may have given the partner permission, of goods over which we have rights of ownership. We hereby accept this assignment.

(5) Any working or processing of the goods which are subject to reservation of title shall at all times be carried out by the partner on our behalf. If the goods which are subject to reservation of title are processed or inseparably mixed with other items not owned by us, we shall acquire joint ownership of the new product in the proportion of the invoice value of the goods which are subject to reservation of title to the other processed or mixed items at the time of processing or mixing.

If our products are combined or inseparably mixed with other moveable items to form a single product and the other product is deemed to be the principal product, the partner shall transfer joint ownership to us on a pro rata basis, as far as the principal product is owned by it. The partner shall maintain ownership or joint ownership on our behalf. In all other respects the same shall apply to the product created by processing or combination or mixing as to the goods which are subject to reservation of title.

(6) The partner must inform us immediately of enforcement measures being taken by third parties in respect of the reserved goods by handing over to us the documents required for any intervention. This also applies to infringements of any other kind.)

(7) If the value of the existing securities exceeds the secured claims in total by more than 20 per cent, we undertake, at the partner's request, to release securities of our choice in this respect.

## **6. Material defects**

(1) Claims for material defects shall be asserted immediately, latest two weeks after receipt of merchandise. Hidden defects shall be asserted immediately after discovery, otherwise the goods will be considered as approved.

(2) We must be given the opportunity of assessing the notified defect. In the event of notice of defect which is justified and made at the due and proper time, we will, at our choice, make improvements to the goods complained of or supply a replacement free of defect.

(3) In the event of our failing to meet our obligations, or failing to do so within a reasonable time in accordance with the terms of the contract, the partner may demand reduction of the price, withdraw from the contract or himself carry out. There shall be no reimbursement of costs if the expenses increase because the goods have been brought to another place after delivery by us, unless this means that the goods are being used as they were intended to be.

(4) The partner has statutory rights of recourse against us only in so far as he partner has not reached any agreements with its customer which go beyond the statutory claims for defects.

## **7. Place of Jurisdiction**

Place of performance as well as place of jurisdiction is Solingen. The contractual relationship is exclusively subject to the laws of the Federal Republic of Germany.