

**Suzusan e.K.**  
**General Terms of Sale (GTS)**  
**6 October 2008**

**Sec. 1 Scope of Validity**

The present Terms of Sale apply only and exclusively to registered merchants, public-law legal entities or to special funds under public law in the sense of Sec. 310 Subsec. 1 BGB.

**Sec. 2 Contract Conclusion**

(1) A contract is created only after our written order confirmation. Prior offers as invitations to contract on our part constitute merely an invitation to submit an offer (*invitatio ad offerendum*). Up to such time, we are entitled in particular to refrain from supplying offered goods in the event of their unavailability.

(2) Information on goods and prices provided by us during order award and handling are non-binding and subject to confirmation. Technical descriptions and other data in offers, pamphlets and other information are initially non-binding. Illustrations and information given in catalogues or pamphlets are only approximate except when explicitly described as binding.

**Sec. 3 Prices**

(1) If not agreed otherwise in writing, prices are quoted ex works exclusive of packing and value-added tax in the currently applicable amount.

(2) Prices and other data quoted in our order confirmation and in other offers, whether in verbal, printed or electronic form, are at all times non-binding and subject to confirmation. In the event of changes during order processing as the result of price increases, additional taxes, hikes in customs tariffs or massive currency fluctuations, we reserve the right to a corresponding price revision.

**Sec. 4 Due Date and Payment**

An advance payment of 50% of the order sum is due immediately on contract conclusion. The remaining 50% of the order sum are due without deduction on presentation of invoice

**Sec. 5 Delivery**

(1) Quoted delivery times are approximate and subject to confirmation. The observation of delivery dates quoted by us assumes the timely and proper fulfilment of all obligations of the Buyer in the sense of Sec. 4 Clause 1 of the present GTS. Partial shipments are permitted and may not be rejected by the Contract Partner when a balance still remains to be delivered or when a partial shipment may still be deemed reasonably useful to the Contract Partner.

(2) When failure to meet delivery or performance dates is the result of force majeure, labour unrest, unforeseeable obstacles or other circumstances beyond our control, the delivery period shall be suitably extended. For any non-observation of a delivery date for reasons other than the above, we shall be liable for every complete week of delay under a flat-rate late-delivery compensation scheme of 2% and not more than 10% of the shipping value. Compensation claims on account of delay or infeasibility and/or non-performance, including those generated prior to withdrawal from the contract are excluded.

(3) If the Buyer is in default of acceptance or culpably breaches other cooperation duties, we are entitled to compensation for damage suffered including possible additional expenses. Additional expenses in this sense include costs resulting from the rental of storage space. Further claims are reserved.

**Sec. 6 Transfer of Risk**

The risk of fortuitous loss or deterioration of the goods passes to the Buyer with their dispatch to the Buyer but latest on their departure from our warehouse.

**Sec. 7 Reservation of Title**

(1) We reserve the ownership to delivered goods up to the complete payment of all unsatisfied claims. This also applies to possible

future shipments even when no explicit reference is made by us on this point. We are entitled to retrieve the goods if the Buyer is in breach of contract.

(2) The Buyer is required to take due care of the goods until the transfer of ownership him. He shall in particular adequately insure them at their reprourement value against theft, fire and water damage at his expense. Prior to the transfer of ownership, the Buyer must promptly notify us in writing if the goods are attached or subject to another type of seizure by a third party. When the third party is unable to reimburse the judicial and extrajudicial costs of an action as per Sec. 771 ZPO, the Buyer shall be liable for the resulting loss.

(3) The Buyer is entitled to resell the supplied goods as part of a standard business transaction. He assigns to us already at this time all claims in the amount of the invoice value of our claim or as per the value of the reserved goods supplied to him and to which he has acquired title as a result of the resale. We accept the assignment. The Buyer is authorized to collect the claim after the assignment. We reserve the right to collect the claim ourselves if and when the Buyer fails to meet his payment obligations and is in arrears with payment.

(4) The working and processing of the shipped product shall at all times be made in our name and on our instructions. When the processing involves other products not owned by us, we acquire co-ownership in the new product at a ratio of the value of the product supplied by us to the other processed products. The same applies if the shipped product is blended with other products not owned by us.

(5) We undertake to release the supplied collateral on demand of the Buyer if its value exceeds that of the collateralized claim by more than 20%.

**Sec. 8 Warranty and Defect Claim**

(1) Slight discrepancies in size, colour and quality and other aspect of workmanship do not entitle to a claim and do not constitute a defect.

(2) The warranty rights of the Buyer assume that the Buyer has properly met his inspection and claim reporting duties owed under Sec. 377 HGB.

(3) If in spite of all due care, the shipped product should have a defect, which was already present at the time of the transfer of the risk, we will provide supplementary performance provided the claim was raised in good time.

(4) If our supplementary performance fails, the Buyer may – irrespective of possible claims for compensation – withdraw from the contract or reduce the price.

(5) Claims are not accepted when slight, technically unavoidable discrepancies in quality, colour, size or design are present. We assume no liability that all shipments are identical in colour and form or correspond fully to models and samples.

**Sec. 9 Miscellaneous**

(1) All legal relations between the Parties are subject to the laws of the Federal Republic of Germany at the exclusion of the UN Convention on Contracts for the International Sales of Goods (CISG).

(2) The place of performance and the exclusive jurisdiction for all disputes is our seat of business except when quoted otherwise in the order confirmation.

(3) Amendments and supplements to a contract must be given in writing. This also applies to any changes to the requirement for the written form. No verbal subsidiary undertakings have been entered into.

(4) If individual provisions of these General Business Terms should be invalid or void, the validity of the remaining provisions shall not be affected.