



General Terms and Conditions

I. General provisions

1. Business relations between feno GmbH and the Customer are governed exclusively by the following General Terms and Conditions. All other General Terms and Conditions that differ from them, contradict them or supplement them are not part of the contract, even if they are known to us, unless it is expressly agreed in writing that they are applicable.

2. Customers within the meaning of the Terms and Conditions of Business are both consumers and entrepreneurs. "Consumer" means any natural person whose purpose in buying and selling cannot be attributed either to their commercial or their independent professional activity. "Entrepreneur" means any natural or legal entity or legally responsible unincorporated firm which buys or sells in carrying on a commercial or independent professional activity.

3. We reserve, without limitation, all of our exploitation rights under property and copyright laws in quotations, drawings and other documents (referred to below as "Documents"). Third-party access to Documents is permitted only if we give our approval in advance, and Documents must be returned to us immediately on request if the order is not placed with us. Sentences 1 and 2 above apply as appropriate to Documents of the Customer; we are, however, permitted to grant access to these by third parties which we are allowed to involve in fulfilling the contract.

4. The Customer has the non-independent right to use standard software with the stipulated user facilities in unmodified form on the agreed equipment. The Customer may create two backup copies without express agreement.

II. Making of contract, content of contract and performance of contract

1. The products and services listed in our catalogs and on our homepage do not constitute offers that are binding on us; they are rather invitations to the Customer to submit a binding offer to us by placing an order. If feno GmbH makes a binding offer to a Customer who is not present, it can only be accepted by the Customer within the period as defined by § 147 II of the German Civil Code [BGB].

2. By placing an order for goods, the Customer makes a binding declaration of its intent to purchase the goods; by contracting with feno GmbH, the Customer makes a binding declaration of its intent to receive the service(s) in question. We have the right to accept the contract offer inherent in the order within two weeks of it being received by us. Acceptance may be confirmed either in writing or by delivery of the goods to the Customer.

3. Statements, plans and other data of the Customer may be taken in their entirety as a basis for the order or contract. The Customer is solely responsible for the accuracy of statements made by it. The Customer is obliged to satisfy itself of the completeness and accuracy of the service or product offered, and is personally responsible for verifying their suitability for the intended use. We

are not under any obligation to verify statements made by the Customer.

III. Prices, payment terms, set-off, retention of goods

1. Prices are ex-works, exclusive of packaging, plus statutory value-added tax at the current rate.

2. Payments must be made within 30 days from the invoice date net at the payments office of feno GmbH.

3. The Customer may only set off debt claims if they are undisputed, established to be legally valid or ripe for judgment.

4. In the case of contracts with merchants, as defined by §§ 1 ff. of the German Commercial Code [HGB], which have made the contract for the running of their own business, the Customer may only withhold payments if the counterclaim on which the right to withhold performance is based is undisputed, established to be legally valid or ripe for judgment.

IV. Reservation of title and secondary obligations

1. In the case of contracts with Customers which have made the contract as Consumers, we retain title in the goods until the purchase price has been settled in full, or until the agreed consideration has been paid. In the case of contracts with merchants as defined in §§ 1 ff. HGB, which have made the contract for the running of their own business, we retain title in the goods until all debt claims arising from an ongoing business relationship have been discharged in full. Once the value of all security rights attributable to us amounts to more than 150% of all secured claims, we will, if the Customer so wishes, release that part of the security rights which is over 150%.

2. While the reservation of title is in effect, the Customer is forbidden to give a pledge or effect a transfer by way of security. The Customer is obliged to advise us immediately of any access to the goods by third parties, such as in the event of seizure, confiscation or other disposition or encroachments by third parties, as well as any damage to or destruction of the goods. The Customer must advise us immediately of a change of ownership of the goods, and of any change of its own domicile. The Customer must handle the goods with due care. Where there are mandatory maintenance and inspection requirements, the Customer must carry these out at its own expense. If this obligation is not met, we have a right to cancel the contract in accordance with Section VI. Subsection 1.

3. In the case of contracts with merchants, as defined by §§ 1 ff. HGB, which have made the contract for the running of their own business, the Customer has the right of disposal, subject to the following regulations, over reserve goods in the normal course of business. Reservation of title is extended to all debt claims of the Customer against third parties which the Customer acquires by the reselling of the items supplied. The Customer will assign these debt claims to us on the date they come into being; we will accept the assignment. The Customer has the right to recover the debt. The authority of feno GmbH to recover the debt itself is not affected by the above. However, we undertake not to recover the debt, provided the Customer properly fulfils its payment and other obligations. If requested to do so, the Customer must provide us with all details necessary for the recovery, hand over the relevant Documents, and notify the debtor of the assignment.

4. In the case of contracts with merchants, as defined by §§ 1 ff. HGB, which have made the contract for the running of their own business, reservation of title is extended to finished goods as follows. The processing of the goods by the Customer is done for us, on our behalf and on our instructions if at the time of processing the purchase price for our goods has not been paid in full, or the agreed consideration has not been settled in full; we become owners of the newly created article. If the new article is produced with materials from different conditional owners which have supplied their goods subject to extended reservation of title, we then acquire a co-ownership share of the new article. That share is equivalent to the proportion of the values of the goods supplied subject to extended reservation of title. The Customer has the right of disposal, subject to the following regulations, over finished goods in the normal course of business. The Customer assigns debt claims arising from the sale of the finished goods to us on the date they come into being; we accept the assignment. The Customer has the right to recover the debt. The authority of fenò GmbH to recover the debt itself is not affected by the above. However, we undertake not to recover the debt, provided the Customer properly fulfils its payment and other obligations. If requested to do so, the Customer must provide us with all details necessary for the recovery, hand over the relevant Documents, and notify the debtor of the assignment.

V. Delivery and production, deadlines, delays and default

1. In the case of sales objects and industrial services, we are entitled to partial performance, provided this is acceptable to the Customer. Partial performance is unacceptable if it is not in the interests of the Customer within the meaning of § 323 V 1 BGB.

2. Compliance with agreed deadlines for deliveries is subject to the receipt in good time of all Documents and any necessary approvals and clearances – in particular of plans – to be supplied by the Customer, and also to the Customer fulfilling the agreed payment terms and other obligations. If these conditions are not met in good time, the deadlines will be extended to cover the period of delay; this does not apply if we are responsible for the delay.

3. In the case of contracts with merchants, as defined by §§ 1 ff. HGB, which have made the contract for the running of their own business, any delivery and production dates or delivery or production periods notified by us to the Customer are subject to deliveries being made to us correctly and on time. In the event of us not being supplied ourselves correctly and on time, we will notify the Customer of this immediately.

4. If we fail to perform within the specified time, provided the Customer is able to substantiate the claim that it has suffered loss or damage as a result, the Customer may request compensation of 0.5% for each complete week of delay, up to a maximum of 5%, of the price of that part of the deliveries or production which could not be taken into useful service because of the delay. Claims in excess of the above arising from delayed performance are excluded in all instances of performance not being at the proper time, including after the expiry of any additional period of time granted to us. This does not apply if we have caused the delay deliberately or by gross negligence; this is not connected to a change in the burden of proof to the detriment of the Customer. This does not affect the legal right to cancel the contract.

5. If dispatch, delivery or acceptance of the sale object, or production of the agreed work are delayed at the request of the

Customer by more than one month after notification from us that we are ready to fulfill the contract, the Customer may be charged storage fees for every month commenced amounting to 0.5%, but not exceeding 5% in total of the price of the item(s) for delivery or production. The contracting partners reserve the right to produce evidence of higher or lower storage costs.

VI. Right to cancel the contract

1. If the Customer breaches the secondary duties shown in Section IV. Subsection 2, we have the right to withdraw from the contract and reclaim the goods while the reservation of title remains in effect. If deliveries from sub-suppliers are missing or delayed, we have the right to amend the contract or, if this is not economically viable, to withdraw from the contract.

2. In the case of contracts with Customers who have made the contract as consumers, however, we only have the right to proceed as above if we have negotiated a definite covering transaction and immediately fulfill our obligations to inform the Customer about the non-availability and to refund the consideration paid by the Customer.

VII. Transfer of risk

Risk passes to the Customer, including where delivery is freight paid, when the consignment has been dispatched or collected. This does not apply if the Customer is acting as Consumer. Deliveries will be insured by us against normal transport risks, at the request and cost of the Customer.

VIII. Acceptance

Deliveries which only show minor defects must be accepted by the Customer. Minor defects are those defined as such in § 323 V 2 BGB.

IX. Warranty

We accept liability for defects as follows:

1. Where subsequent performance is prescribed by law or by the contract, we have the right to choose between the type of subsequent performance (remedying of the defect(s) or replacement).

2. Warranty claims are subject to a limiting period of one year from the transfer of risk or acceptance, unless otherwise stipulated below. Warranty claims arising from the purchase of consumer goods are subject, in the case of newly manufactured items, to a limiting period of 2 years from the transfer of risk, and in the case of used items, a period of 1 year from the transfer of risk. Statutory warranty periods apply to compensation claims arising from fatal or physical injury or injury to health, and compensation claims arising from the deliberate or grossly negligent conduct of fenò GmbH, its legal representatives or persons employed by it in performance of its obligations; or if we, our legal representatives or persons employed by us in performance of our obligations have fraudulently failed to disclose defects. The limiting periods specified in § 438 I No. 2 BGB and in § 634 a No. 1 BGB also remain in effect in instances covered by those clauses.

3. The Customer must notify us in writing of obvious defects within 2 weeks of delivery. If the Customer fails to carry out this duty of notification, it will then lose its warranty rights, except in the case of compensation claims arising from fatal or physical injury or injury to health, or claims based on the deliberate or grossly negligent conduct of fenò GmbH, its legal representatives or persons employed by it in performance of its obligations. A defect is obvious if it is clear that it would also be apparent to an average, non-specialist customer on cursory inspection. The obligations under § 377 HGB are not affected as a result of the above.

4. In the case of contracts with merchants, as defined by §§ 1 ff. HGB, which have made the contract for the running of their own business, the Customer must give reasonable consideration to the ability of fenò GmbH to obtain supplies itself in due time when determining the length of the period for subsequent performance.

5. The warranty does not extend to normal wear and tear, or damage after the transfer of risk or acceptance, resulting from incorrect or negligent handling, excessive strain or unsuitable equipment, or as a result of particular external factors which were not a condition of the contract; nor does it extend to non-reproducible software errors. If the Customer or any third parties carry out improper modifications or maintenance work, the warranty does not cover these or any consequences of these.

6. Further claims against us by the Customer are subject to the exclusion of liability in accordance with Section X.

X. Exclusion of liability

Compensation claims arising from the contract, quasi-contractual obligations or under the law are excluded. This does not, however, apply to compensation claims arising from fatal or physical injury or injury to health, or claims based on the deliberate or grossly negligent conduct of fenò GmbH, its legal representatives or persons employed by it in performance of its obligations. Additionally, the exclusion of liability does not apply where acceptance of liability is compulsory under the law, and in particular under the provisions of the German Product Liability Act. The above terms are not associated with any change in the burden of proof to the detriment of the Customer.

XI. Industrial property rights and copyrights

1. If any third party has a justifiable claim against the Customer because of the infringement of an industrial property right or copyright (referred to below as Protective Rights) by products supplied by us and used in accordance with the contract, we are liable to the Customer as follows:

a.) We will, at our option and at our expense, either obtain a right to use the product; modify the product in such a way that the Protective Right is not infringed; or exchange the product. If we are unable to do so on acceptable terms, we must take the product back and refund the purchase price.

b.) The above obligations on the part of fenò GmbH apply only if the Customer notifies us immediately in writing of claims made by third parties, does not recognize that there has been an infringement, and we reserve the right to take any defensive measures and negotiate a settlement. If the Customer ceases to use the product to reduce any losses or on other significant grounds, the Customer is then obliged to inform the third party that ceasing to use the product does not imply recognition of an infringement of Protective Rights.

2. Claims by the Customer are excluded if the Customer is responsible for the infringement of Protective Rights.

3. Claims by the Customer are also excluded if the infringement of Protective Rights is caused by special stipulations of the Customer, by any utilization which we could not have anticipated, or as a result of the product being modified by the Customer or used with products not supplied by us.

4. Further claims against us by the Customer are subject to the exclusion of liability in accordance with Section X.

XII. Disruption to the contract basis, adaptation of the contract and cancellation

If any unforeseen events (e.g. natural disasters, mobilization, war, riot or similar events, e.g. strike, lockout) substantially alter the economic importance or content of the delivery, or substantially affect the business of fenò GmbH, the contract will be adapted as appropriate in good faith. If this is not economically viable, we have the right to withdraw from the contract. Adaptation and cancellation of the contract are excluded if we are responsible for the obstruction.

XIII. Place of performance, place of jurisdiction, applicable law

1. The place of performance for all deliveries is the headquarters of fenò GmbH.

2. In the case of contracts with merchants, as defined in §§ 1 ff. HGB, which have made the contract for the running of their own business, the sole place of jurisdiction for all direct and indirect disputes arising from the contractual relationship between us and the Customer is the headquarters of fenò GmbH.

3. Contractual relationships are governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. These General Terms and Conditions are issued in a German and an English language version. In the event of any dispute regarding their meaning or interpretation, the German text will in each case take precedence.

XIV. Binding force of the contract

The contract remains binding in all other respects, even if individual points have no legal force. This does not apply if compliance with the terms of the contract would constitute unreasonable hardship for one of the parties.