

These general terms and conditions apply to both private and commercial customers (hereafter referred to as "customer"). Any special conditions for consumers (end-users) in the sense as understood by §13 BGB (German Civil Code), i.e. natural persons or individuals not carrying out a transaction which can be ascribed to the furtherance of their commercial ends or for the furtherance of their job as self-employed people, are shown in cursive script. The rest of the text also applies to consumers. Farmers who derive income from a full or part-time job are not consumers in the above sense.

These terms and conditions constitute the exclusive legal basis for all agreements, offers and deliveries. As such they also apply to any future business dealings, even if these are not specifically agreed upon. Any contradictory, deviant or additional general conditions, even if they are known to, and acknowledged by, the parties, shall not constitute part of this agreement unless they have been expressly agreed to in writing.

§1 Contract to Supply

1. All offers are subject to change. We reserve the right to make any technical amendments or changes to shape or form, colour or tone and/or weight, provided these are reasonable.
2. All measurements, weights, sketches and drawings, as well as the data and drawings contained in brochures or catalogues, are binding only if this has been expressly agreed to in writing.
3. By ordering the goods, the customer commits himself to taking the goods. We are entitled to accept the contractual offer from the customer contained in the order within two weeks of receipt. This acceptance can either be in writing or in the form of our delivery to the customer.
4. If the consumer orders the item by electronic means, then we will save the order text (contract) and send it to the customer, if he wishes, by email, together with these terms.
5. The quality and finish of the goods shall be solely in accordance with the agreed technical delivery data and instructions. If we are asked to deliver in accordance with the drawings, specifications or samples of our customer, then the customer shall accept any risk in connection with the suitability for the required application. The point of the transfer of risk shall be decisive in deciding the acceptable nature of the goods and as such we are therefore only liable for the correct processing. Unless expressly agreed to the contrary, we do not accept any liability in respect of the quality of the materials or any damage due to corrosion. Deviations from the ordered quality of up to +/- 10% for volume orders are normal. In the case of goods which have been made especially for the buyer, the buyer must also accept any quantities left over.
6. If the customer unjustifiably withdraws from an order already placed, then we can demand 25% of the purchase price for the costs which have arisen as a result of processing the order and for loss of profit, irrespective of our entitlement to claim any larger actual damages. The customer shall be entitled to show that the damages incurred were smaller.

§2 Delivery Deadlines

1. Delivery deadlines are only binding if they have been expressly stated as such by us and confirmed in writing.
2. The deadline for delivery shall begin when the order confirmation is sent, however, not before the customer has produced all the required documentation, approvals, permissions, and before receipt of any agreed payments. If, afterwards, it is necessary to clarify any technical details, or if there are any mistakes in the customer order or in his drawings, then the delivery deadline shall recommence after these have been put right.
3. The deadline for deliveries shall be considered as kept if, before expiry, the customer has been informed that the goods are ready for dispatch, or if the goods have left the factory.
4. We reserve the right to make part-deliveries within the delivery times quoted by us, provided there are no negative effects regarding their use.
5. If any deliveries are interrupted because of force majeure, labour disputes, governmental measures, shortages in raw or operating materials (consumables), dispatching problems or any other stoppages caused by these or any other reasons for which we are not responsible and which have lasted for longer than a week or which will probably last for longer than a week, then the delivery or acceptance deadline shall be prolonged without further ado by the duration of the stoppage and a reasonable further time shall be allotted for delivery. This prolongation shall only come into effect if the contractual partner has been told of the reason for the stoppage as soon as it becomes apparent that deadlines cannot be met. Under the same circumstances the seller shall be entitled to withdraw from the contract if he so chooses to the exclusion of any claims for damage from the buyer.

6. All contracts are concluded under the proviso that our suppliers deliver to us the correct materials and in good time. This only applies, however, if we are not responsible for the non-delivery, in particular if we have concluded a congruent hedging arrangement with our supplier.
7. If dispatch is delayed at the wish of the customer, or for reasons for which the customer is responsible, then, beginning one month after the customer has been informed that the goods are ready for delivery, any costs which arise due to the storage and financing of the goods shall be invoiced to the customer at at least 1.0% of the invoiced amount for each new month. We reserve the right to press any further claims for default.

§3 Payment

1. Unless otherwise agreed, all prices shall apply ex works, plus packaging costs and VAT (sales tax) at the current rate.
Unless otherwise agreed, any services (start-ups, maintenance, assembly or general service work) shall be invoiced separately. These amounts are payable immediately on completion of the work in question.
A minimum quantity surcharge of € 50.00 will be charged on orders with a value of less than € 300.00.
For contract manufacturing according to customer's specifications a minimum order value of € 1.000,00 applies.
2. Drafts (bills of exchange) are not acceptable as payment.
3. The invoiced amount is due immediately. If the customer is late in payment (default), then during the time of the default he must pay interest on the amount at 8 percentage points above the bank base rate. *If the customer is a consumer, then he has to pay 3 percentage points interest above the bank base rate.* We reserve the right to show that there have been greater damages resulting from default and to press for these.
4. The customer can only exercise right of retention (lien) if his claim is based on the same contractual relationship. The customer can only offset any costs (i.e. balance against other payments) if his claim has become legally binding or has been acknowledged by us.
5. If the customer does not comply with the agreed payment terms or if circumstances become known to us only after we have concluded the contracts which make us believe that the customer will not pay on time (e.g. refusal to cover on the part of a commercial credit insurance company), the supplier shall be entitled to demand an immediate security - payment in advance or a bank surety – in respect of all bank demands arising from the contract, irrespective of their due date, and to stop working on the contractual goods until the security is forthcoming.
6. At the request of the customer we will submit a quotation for any services to be carried out. For quotations which do not result in a firm order or contract we shall be paid for the time and expense involved in drawing them up.

§4 Price Changes

1. Price changes shall be admissible if more than three months elapse between the finalisation of the contract and the agreed delivery date (even in the case of part-deliveries or any down payments). If, afterwards, and before the delivery is completed, wages, material costs or cost prices in the market increase, then we are entitled to increase the price appropriately in line with the increase in costs. The customer shall only be entitled to withdraw from the contract if, between the order and the delivery, the price goes up significantly higher than the general cost of living.
2. Call-off contracts shall normally run for a maximum of six months. On expiry, the seller shall have the right to fix new prices.
3. If the customer is a businessman, a corporate body under public law or a special fund under public law, then price increases shall be admissible in accordance with the above ruling if more than six weeks have elapsed between finalisation of the contract and the agreed delivery date.

§5 Confidentiality

1. The parties to this contract shall only use documentation (including samples, models and data) and information (insights) which they have gained from the business connection for the commonly pursued aims of both parties and shall keep any facts and details confidential in respect of third parties with the same care as they would their own documentation and knowledge if the other contractual party describes this information as being confidential or has an obvious interest in their confidentiality.
2. This obligation does not apply to documentation and knowledge which has become generally known or which was already known to the contractual partner on receipt without his being obliged to secrecy, or which was transmitted to him afterwards by a third party authorised to do so, or which was developed by the recipient party without exploiting the confidential material or know-how of the other party.

§6 Packaging and Dispatch

1. Packaging shall become the property of the customer and will be invoiced by us. We shall select the method of dispatch at our own discretion.
2. The risk of accidental loss or deterioration of the goods shall transfer to the customer on handover of the goods to the parcel service/forwarding agent/freight company or any other person or organisation who has been asked to carry out the dispatch.

3. The goods are considered transferred if the customer is in default in accepting delivery.
4. Freight-free prices and agreed transport costs shall only apply if the railway, road, or shipping network is unhindered in respect of the routes in question. Dead freight deliveries shall be for the account of the customer.
5. In the case of transport damage or incorrect quantities the customer must inform the parcel service/forwarding agent/freight company without delay and must also inform us.

§7 Guarantee

1. We cannot be held responsible for any damage caused by unsuitable or improper use, faulty assembly, the usual wear and tear, too high a load, faulty or negligent handling or non-compliance with the maintenance regulations and maintenance intervals. Neither can we be held responsible for the consequences of any incorrect modifications or any repair works (or corrective maintenance) carried out by the customer or a third party without our permission. The same thing shall apply to deficiencies which only reduce the value or the suitability of the goods to a slight extent.
2. If the customer requests tolerance ranges for particular quality features, then these shall be made known and agreed on in writing before the offer is made and before commencing production.
3. If JUMBO gets samples and/or drawings from the customer for the drawing up of an offer and for any later production, then no research work shall be carried out on our side to see if the desired article is subject to any patents (industrial property rights) or any utility patent protection. We shall pass on any claims for damages by the owner of a patent to our customer.
4. We must be given the opportunity of identifying any fault which is the subject of a complaint. Any goods which are the subject of a complaint must be immediately returned to us on request. If the customer does not comply, or makes changes to the goods which he has complained about without our permission, then he automatically forfeits any claims for compensation. In the same way we can refuse to remedy if the request is unreasonable, especially if it will result in disproportionate costs.
5. In the case of commercial customers we can choose to repair or replace the faulty goods, or we can change certain functional parts as necessary. We can choose to have at least two attempts to repair or replace unless the nature of the goods or the defect itself or any other circumstances dictate otherwise.
6. If the remedy is not successful, then the customer can choose to either reduce the purchase price for the article or he can request a withdrawal from the contract. In the case of only a slight contractual infringement, in particular for only slight faults, the customer shall not be entitled to withdraw.
7. *If the customer is a consumer (end-user), then for a faulty item he shall be able to choose between repair or replace. We can choose to have at least two attempts to repair or replace unless the nature of the goods or the defect itself or any other circumstances dictate otherwise. In the same way we can refuse to remedy if the request is unreasonable, especially if it will result in disproportionate costs.*
8. The customer must inform us immediately in writing of any obvious faults, at the latest within 10 days of receipt of the goods. Otherwise he is not entitled to any compensation. It is entirely the responsibility of the customer to prove all details of his claim, in particular for the fault itself, for the time when he noticed the fault, and for the timeliness of the complaint. *If the customer is a consumer (end-user), then the period for complaints shall be six months from receipt.* If a handover has been agreed with the customer, then the goods are considered to have been approved (accepted) on handover. Any further claims for damages of the customer shall then be excluded unless it was a defect which was not immediately recognisable even on careful inspection during handover.
9. If the customer wishes to withdraw from the contract because of a defect of title or a defect in quality after we have attempted to replace or repair, then he shall not be able to claim compensation for that defect. If the customer claims damages after we have unsuccessfully attempted to repair or replace, then the goods shall remain with the customer, provided he can reasonably be expected to keep them. The compensation claim shall be restricted to the difference between the purchase price and the value of the faulty item. This does not apply if we have brought about the contractual problem in a fraudulent or malicious way. For companies, the guarantee period shall be one year from delivery of the goods, *for consumers (end-users) two years.* The guarantee shall, however, become void if the customer does not inform us in proper time of the defect (see Clause 8 above).
10. The finished appearance, texture or innate quality of the goods is based only on the product description of the manufacturer. Public statements, recommendations, or manufacturer advertising (of the product or individual parts of it) do not constitute any quality descriptions or product characteristics from a contractual point of view. If the customer receives faulty installation instructions, we are only liable to deliver fault-free installation instructions and this only if the fault in the instructions prevents the correct assembly.
11. We cannot give the customer any guarantees in the legal sense of the word. Any guarantees on the part of the manufacturer shall remain unaffected by this.

§8 Restrictions on Liability

1. If we fail to fulfil our obligations in only a careless or slightly negligent sense, then our liability shall be restricted to the item's foreseeable, contractually typical, immediate average damage. This shall also apply in the case of a slightly

negligible infringement on the part of our legal representatives or assisting companies (vicarious agents). We are not liable in the case of a slight infringement of a non-essential contractual obligation. In particular, any other or knock-on claims of the customer against us shall be excluded. This particularly applies to compensation claims for an infringement of the duties arising from the law of obligations or from an illegal act (tort). We are therefore not liable for any damages other than those to the goods themselves. Above all, we are not liable for incurred loss of profit or other damages to the customer's assets.

2. The above restrictions on liability shall not apply in the case of a deliberately faulty act, or gross negligence on the part of our legal representatives or senior staff or the culpable infringement of important contractual obligations. In the case of the culpable infringement of important contractual obligations we shall be liable - except in cases of a deliberately faulty act or the gross negligence of our legal representatives or senior staff - only for the typical, standard, reasonable, foreseeable damage.
3. Also, these restrictions shall not apply in cases whereby we are liable according to the Product Liability Act for personal or physical damage to privately-used objects caused by defects in the supplied goods. Neither do these restrictions apply to injury to life, body or health, or, in the case of the absence of the promised qualities or features if and inasmuch as the assurance has been given with the express purpose of protecting the customer against damages which have not arisen on the supplied goods themselves.
4. Rights of recourse of the customer against us shall only be permissible inasmuch as the customer has not come to any agreement with his client (buyer) which goes beyond the normal legal claims for damages.
5. Any liability exclusions or restrictions shall also apply to the personal liability of our staff, employees, co-workers, legal representatives and any assisting companies (vicarious agents).
6. The legal regulations governing the obligation to supply adequate proof shall remain unaffected by this.
7. Claims for compensation from a company regarding a defect shall become statute-barred after one year from the delivery of the goods. This does not apply if we can be accused of malice or fraudulent intent.

§9 Retention of Title (Lien)

1. We reserve the right to retain ownership of the goods until the complete settlement of all demands from the current business activity, irrespective of what the legal ground for these are. In the case of a current invoice the retention of title shall be considered as security against the sum requested for payment. This shall apply even if the customer has made payments regarding particular demands.
2. The customer is obliged to handle the goods in a careful way. The customer shall carry out any necessary maintenance or service work regularly at his own cost.
3. In all cases, any processing or reconstitution of the goods under lien shall be done for us as manufacturer - without any kind of obligation to us arising from such work. If the goods under lien (reserved goods) are processed or reconstituted with other goods not delivered by us, then we shall have a part ownership of the new item in the ratio of the value of the goods under lien to the value of the other processed or reconstituted goods at the time of the processing or reconstitution.

If our ownership of the goods under lien should lapse as a result of integration or alteration, then the customer herewith transfers his ownership rights in the new or reconstituted item to the extent of the invoice value of the goods under lien and shall store these on our behalf at no cost to us. The new item (hereinafter called "new item") which has arisen by processing, reconstitution, re-combining or mixing, or our joint ownership entitlement of the new item as under No. 2 of this section shall serve as surety (security) for our demand in the same way as the goods under lien themselves in accordance with Paragraph 1. The following stipulation shall also apply to the new item unless stated otherwise.

4. The customer can sell the retained goods (reserved goods) only in a normal business transaction and at the usual commercial conditions and only on condition that he is not in arrears. The customer is also obliged to sell the lien goods only under retention of ownership and to make sure that any demands from such sales can be transferred to us.
5. The customer's demands from any further sale of the goods under lien is herewith assigned to us. We hereby accept this assignment. The demand shall act as our surety to the same extent as the goods under lien. If the customer sells the retained goods together with goods which we have not supplied, then the assignment of the ensuing demand shall only apply to the extent of the invoiced sum resulting from the further sale of our retained goods. If the goods are sold in accordance with Clause 2 or the law governing the remixing and recombining of the item which is in our joint ownership, then the assignment of the demand shall apply to the extent of our ownership.
6. If the customer pursues a demand from the further sale of retained goods on the basis of a current account relationship (mutual accounts) with his buyer, then he hereby assigns any accepted or final balance in his favour to us to the extent of the amount which corresponds, with the total sum, to the demand in the current account relationship from the further sale of our reserved goods.

The above paragraph shall be applied accordingly.

7. The customer shall be entitled to collect the demand assigned to us from the further sale of the reserved goods. The customer shall not be able to assign the demand from the further sale of our reserved goods, even within the framework of a genuine factoring agreement.
8. We can, at any time, revoke the customer's authorization to collect in the case of a delay in payments, a complete stoppage of payments, or the transfer of his business to a third party, or in the case of a reduced creditworthiness, or if he ceases trading, or if he infringes his contractual obligations in accordance with Paragraph 3 of this section. In this case the customer is obliged to inform his buyer(s) immediately of the assignment of the demand to us and to provide us with all necessary information and documentation so that we can collect. In this case he is also obliged to forward to us or to transfer to us any securities which he has in respect of his customer demands.
9. If the realisable value of the securities due to us is more than our secured demands by 15%, then at the request of the customer we shall be willing to release securities as we choose.
10. The customer is obliged to inform us immediately of any attachment (distrain) or any other or actual reduction or risk to the reserved goods or to the other securities due to us.
11. The customer is obliged to secure the reserved goods adequately, and in particular against fire, water, storm damage, lightning and theft. He hereby assigns his claims from the insurance policies to us.
12. If the customer acts in a contractually incorrect way, in particular if he is behind with his payments or if he breaches an obligation under this section, we shall be entitled to withdraw from the contract and to request that he return the goods. In this case the customer agrees as of now that we can take away the reserved goods at the customer's place - or the new item in the sense of Paragraph 2 of this section - inasmuch as we are the sole owner – or have them taken away. The customer must allow us or any persons acting on our behalf access at all times to implement these measures or for a general inspection of the reserved goods or the new item.

§10 Concluding Remarks

1. The applicable law shall be the law of the Federal Republic of Germany. The provisions of the UN Purchasing Act shall not apply.
2. In the case of all disputes arising from this contractual relationship if the customer is a businessman, a corporate body under public law or a special fund under public law, then the place of jurisdiction shall only be the court which has jurisdiction over our company seat. We shall also be entitled to sue at the seat of the customer. This shall also apply if the customer does not have any place of jurisdiction in Germany or if his domicile or usual abode is not known at the time when the indictment is filed.
3. The place of fulfilment shall be 42279 Wuppertal.
4. If any individual provision of the agreement with the customer, including these general terms, shall be or become completely or partially ineffective, then the remaining provisions shall remain binding. The entirely or partially ineffective ruling shall be replaced by a ruling whose economic and commercial success comes closest to that of the ineffective clause.
5. Any transfer of the rights and obligations of the customer arising from this contract with us require our written approval for them to be effective.

Data Protection

We are entitled in accordance with the provisions of Federal Data Protection Act to save the personal data of the customer via automatic data processing.

42279 Wuppertal, February 2008