



roth Werkzeugbau GmbH
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**General Terms of Business and Delivery
of
Roth Werkzeugbau GmbH,
Wöhlsdorf 39, D-07955 Auma-Weidatal**

1. Applicability of the terms

1. The following terms apply to all business relationships that are entertained on the part of the supplier (Roth Werkzeugbau GmbH) with its customers, insofar as the terms are not rendered inapplicable by legal provisions. They therefore also apply to all future business relationships, even if these terms are not expressly agreed to once more.
2. In addition to these terms, the International Commercial Terms (Incoterms) set out by the International Chamber of Commerce shall apply in the new version of 2010.
3. All agreements made between us and our customers for the purpose of executing a contract are to be conducted in writing. To comply with the requirement of the written form, the use of telecommunication, particularly telefax or email, shall be sufficient in the absence of a differing agreement.
4. Any deviating terms on the part of the customer which we do not expressly recognise, shall not be deemed valid. Any agreements deviating from these terms likewise require our express written confirmation.

2. Prices

1. In the absence of a regulation to the contrary, we are bound to the prices contained in our offer for twelve calendar months from the date of the offer. After this point we reserve the right to adjust prices, provided the delivery contract has not been effectively concluded.
2. In the event of cost increases due to material price and/or wage increases, we reserve the right to charge the prevailing price at the time of delivery if said delivery is performed later than four months after the confirmed date at the customer's request and the price adjustment is deemed reasonable for the customer in consideration of our interests.
3. In the absence of an express written agreement to the contrary, the prices listed in the price list valid at the time of contract conclusion shall apply for all orders on the basis of catalogues, prospectuses and price lists.
4. Our prices are stated ex-works, excluding shipment, customs, import charges, additional expenses (such as insurance and packaging) and before the statutory amount of value added tax, provided the parties have not agreed otherwise.



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5. We are not bound to former prices for new orders (including follow-up orders).

3. Delivery and performance period

1. Delivery periods, deadlines and dates require the written form for their validity. The punctual and proper fulfilment of all obligations on the part of our customer is required for the observation of delivery and performance obligations on our part. This particularly includes the provision of all documents, drawings, specifications, permits and other formalities required from the ordering party as well as the settlement of agreed advance payments. This list is not exhaustive but rather encompasses all the duties of the customer to cooperate which are necessary for us to produce and provide our service. In particular, the customer is to provide 3D CAD item data with the front and rear of the item, which are released in writing as well as appropriately developed in full for the specific application and demoulding process. The CAD data must be prepared to 'centre tolerance'. The ordering party shall provide us released 2D item drawings. The tool design shall be examined and approved by the ordering party after production and recorded using our 'Design Approval by customer' form.
2. The tool is supplied / approved upon signing the form 'Tool Acceptance Record' or upon separate written agreement.
3. Delivery and performance delays due to force majeure and events which make production and/or delivery considerably difficult or impossible for us on not just a temporary basis; this covers in particular strikes, lockouts, official decrees etc., including in the case such events occur at our suppliers or their sub-suppliers; in such cases we are not obligated to even meet bindingly agreed deadlines and periods. These circumstances permit us to postpone production, delivery or performance by the duration of the hindrance plus an appropriate start-up period or to withdraw from the contract fully or partly on the basis of the part not yet fulfilled. This also expressly applies in the event of delays caused by the customer, such as through conceptual changes, production suspension and the like. In these cases we are permitted to assert compensation claims against the customer.
4. In the event the delivery and/or performance deadline is not observed, the customer is permitted, after a second reminder notice, each with an appropriate grace period, to set a suitable deadline for delivery or performance and to withdraw from the contract for the part not yet fulfilled once this period has expired without notice. In the event the delivery period is extended or we are released from our obligations, our customer may not derive any compensation claims herefrom.
5. Insofar as we are responsible for the non-observation of verbally agreed deadlines and periods or find ourselves in default, the customer shall have claim to a delay compensation in the amount of 0.5% for each full week of the delay, yet not exceeding a total of 5% of the invoice value of the deliveries and performances affected by the delay. Further claims are excluded, insofar as the delay does not at least concern gross negligence on our part. Gross negligence on our part must be conclusively demonstrated by the customer in writing.



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4. Dispatch, risk transfer and acceptance

1. Unless otherwise agreed, we shall appoint the carrier or shipper or other forwarding agent and the type of shipping (air freight or overnight express etc.), provided the customer also commissions shipment and no separate agreement is made. The risk is transferred to our customer as soon as the shipment is handed over to the forwarding agent or has left our site for dispatch. This shall also apply if and insofar as dispatch is carried out using our own modes of transport. In the event the dispatch is postponed at the customer's request, the risk shall be transferred to the customer upon notice of readiness for dispatch. At the written request of the ordering party, the good shall be insured against the risks named by the latter and at the latter's expense. A transfer of risk shall not occur if the customer is a consumer.
2. Delivered items are to be accepted by the customer even if there is evidence of minor defects.
3. We are permitted to carry out partial delivery and partial performance at any time. The customer is obligated to also accept partial delivery and partial performance.
4. In the event our customer defaults in acceptance, we are permitted to request compensation for the damage incurred. In such cases, the risk of accidental loss or accidental damage is transferred to the customer upon notice of readiness for dispatch.

5. Rights of our customers in the event of defects

1. Tool acceptance generally occurs in our sampling centre. The customer undertakes to sign our form 'Tool Acceptance Record' for documentation. Otherwise tool handover to the customer shall be deemed to be acceptance.
2. Warranty claims are limited to 1 year after acceptance. Insofar as the law mandatorily prescribes longer periods, these periods shall apply.
3. In the event our operating or maintenance instructions are not observed, modifications are carried out on the product, parts are exchanged or consumable material is used which does not correspond with the original specification, any claims based on product defects shall be excluded if our customer does not refute a corresponding substantiated claim that one of these circumstances led to the defect.
4. The customer must report defects to us in writing without undue delay and no later than within one week of receipt of the delivery item. Defects that could not be discovered within the deadline even by means of a diligent inspection, must be reported to us in writing immediately upon discovery.
5. In the event our customer reports that our product is defective, we can request at our discretion and at our expense, whether the defective product



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- a. is to be sent for repairs and then returned, or whether our customer is to retain the defective product
 - b. for our technician to attend to on-site and perform the repairs/subsequent improvement work.
6. If the customer requests the performance of subsequent improvement work at another place defined by the same, we may satisfy this request, whereby the exchanged parts will not be charged, but our additional travel expenses shall be charged at our standard rates.
 7. In the event the subsequent improvement fails after a suitable period or is unreasonable to us, our customer may at its discretion request a payment reduction or withdraw from the contract. With regard to our products and the sectors we are active in, a subsequent improvement shall not automatically be deemed to have failed after the second unsuccessful attempt. The legal assumption of Section 440 (2) of the Civil Code (BGB) shall not apply in this respect.
 8. Claims due to defects are only granted to our direct customers and are non-transferable.

6. Reservation of title

1. Until the fulfilment of all claims (including all current account balance claims) that we are entitled to against our customer now or in the future for any legal reason, the following securities are granted which we will release upon request, provided their value does not exceed our claim by more than 10%.
2. The good remains our property until the full payment of the total liabilities arising from the business relationship (including additional claims, the redemption of cheques and bills, delay interest fees and compensation claims). Any processing or reforming shall always be carried out for us as the manufacturer in the terms of Section 950 of BGB, without any obligation for us. If our (co-)ownership expires as a result of combining, it is hereby agreed, that the (co-)ownership of our customer in the unitary item shall be transferred to us in accordance with the ratio of the market value of the reserved good to the market value of the other processed items. The customer safeguards our (co-)ownership without charge. Any good to which we are entitled (co-)ownership shall henceforth be referred to as the reserved good.
3. Our customer is permitted to process the reserved good in ordinary business and to sell the same under the condition that the customer also agrees a reservation of title pursuant to paragraphs 1 to 2 with its customers. Our customer hereby assigns to us in full the claims arising from the resale or from any other legal basis (insurance, unauthorised handling) with regard to the reserved good, including all current account balance claims, for the purposes of security. We revocably authorise our customer to collect claims assigned to us for our claims and in the latter's own name. If our customer does not duly meet its payment obligations, we are permitted to collect the assigned claims ourselves. In this case, we are permitted to the disclosure of the assignment. The customer undertakes to promptly provide us all information and submit all documentation required for asserting our claims against the former's customer.



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4. The delivered good may not be pledged nor transferred as security without our consent. In cases where third parties access the reserved good, in particular pledges, our customer will indicate our (co-)ownership and promptly inform us by registered letter, such that we can assert our ownership rights. Insofar as the third party is not able to reimburse us for the judicial and extra-judicial costs incurred in this connection, the customer shall be held liable.

7. Terms of payment

1. Unless otherwise agreed, payments are to be made to us exclusively in € (euros).
2. Our invoices are payable without deduction within 20 calendar days of the invoice date, yet no later than before leaving our company. In spite of any deviating terms on the part of the customer, we are permitted to bill for earlier debts or costs or interest in addition to due payments, and shall inform the customer of the method applied to the charging of the account.
3. We can assign claims against the customer at any time. The customer is not able to assign to third parties claims on its part on the basis of this contract or assert rights of retention, unless we issue written permission.
4. A payment shall only be deemed settled once we have access to the funds. Bills, cheques and money orders shall only be accepted on the basis of an express agreement and only on account of performance and with the reservation of our acceptance in individual cases. The costs of discounting and collection shall be borne by the customer. In the case of cheques, the payment shall only be deemed settled once the cheque is redeemed.
5. In the case of default, we are permitted to request delay interest in the amount of 9% above the base rate. In this case, we have a claim to payment of a flat rate of € 40.00. This also applies for payments on account or other instalment payments. This regulation does not apply to a consumer. The assertion of a further default claim is reserved.
6. If the customer is wholly or partly in default for more than two consecutive instalments, a cheque issued by the customer is not redeemed, a cheque is drawn on an account not covered for the amount or a debit entry is declined, if we become aware of circumstances which put into question the creditworthiness of our customer, in particular a cheque is not redeemed or the customer suspends its payments or preliminary insolvency proceedings or insolvency proceedings are initiated against the customer, we are permitted to make immediately payable our full claims from the respective contract regardless of the term of accepted bills and bills not yet due. In addition, we are permitted to only perform outstanding deliveries against pre-payment or security payment. If advance payments or security payments are not made even after an appropriate period is set, we are permitted to assert rights of retention. Apart from that, we are entitled to the statutory rights.



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7. The customer is only permitted to set-off, retention or reduction, even if complaints or counter-claims are asserted, if the counter-claims have been legally established and are undisputed. Our customer may only exercise rights of retention for counter-claims from the same contractual relationship.

8. Patents

1. If claims on the part of the customer or its recipients are asserted on the grounds of infringement of copyrights, trademarks or patents, for which we are responsible, any compensation claims are limited in the amount to the foreseeable damage.
2. We electively have the right to release ourselves of claims for infringements according to Figure 1. by either
 - a. acquiring the necessary licences regarding the alleged infringed patents or rights, or
 - b. by providing our customer a modified product or the affected parts that are suitable for clearing the infringement accusation regarding the delivery item.

9. Secrecy

Insofar as no other express written agreement is made, the information disclosed to us in connection with requests and orders is not deemed to be confidential.

10. Liability

1. Compensation claims against us are excluded, regardless of the breach of duty, including unauthorised handling, provided no wilful or gross negligent conduct is evident.
2. Our liability is limited to foreseeable and contractually typical damages. Claims to missed earnings, expenses saved, arising from third-party compensation claims as well as to other indirect damages and consequential damages cannot be requested, unless a quality guaranteed by us specifically aims to safeguard our customer against such damages.
3. The liability limitation and exclusions in paragraphs 1. and 2. do not apply to claims that were caused by malicious conduct on our part as well as in the case of a liability for guaranteed qualities, for claims according to the Product Liability Act and damages from injury to life, body or health.
4. Insofar as our liability is excluded or limited, this shall also apply for our employees, workers, representatives and vicarious agents.



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11. Applicable law, jurisdiction, partial nullity

1. The law of the Federal Republic of Germany shall apply for the terms of business and the complete legal relationships between ourselves and the customer. The regulations of the UN Convention on the International Sale of Goods do not apply.
2. Insofar as our customer is a merchant, legal person under public law or a special fund under public law, the court responsible for Auma-Weidatal (Germany) is the non-exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. In the case of sole traders or partnerships or companies limited by shares, this jurisdiction agreement shall also apply for the proprietors or for the personally liable shareholders.
3. In the event a provision in these terms of business or a provision in the scope of other agreements is or becomes ineffective, this provision shall be replaced by another, legally permissible provision which corresponds with the commercial purpose of the ineffective provision.

Cited date August 2017
Auma-Weidatal