

## General Terms and Conditions of Sale

### I. Applicability of our Terms and Conditions of Sale

All legal transactions shall exclusively be subject to our General Terms and Conditions of Sale. Deviating terms and conditions of the Customer shall not be accepted, even if we do not expressly object to such terms and conditions and/or perform delivery without reservation.

This is pointed out separately in our declarations of acceptance and/or confirmations of order.

Our Terms and Conditions of Sale have been published on the internet under the web address [www.ml-lubrication.com](http://www.ml-lubrication.com).

### II. Conclusion of Contract

Our offers are always non-binding. A contract shall not come into existence until a written confirmation of order is issued by us. Any product specifications mentioned therein shall not constitute any guarantees of quality.

### III. Prices, Terms of payment, Terms of delivery

1. Unless otherwise agreed, prices are to be understood "FCA Schweinfurt, Hafenstrasse 15". The statutory VAT as applicable from time to time shall be added to these prices.
2. Unless otherwise agreed, invoices are to be paid within 14 days strictly net.
3. The right to withhold payments or to offset payments against counter-claims shall exist only insofar as the counter-claims are undisputed or have been recognized by declaratory judgment.
4. Binding dates or periods of delivery must be expressly noted as such on the confirmation of order. Events of force majeure, referred to in article VII, 3 a, shall release us from the observance of stated periods of delivery.
5. In case of bulk deliveries, the customer has to accept fluctuations of +/- 2 % on the ordered volume.

### IV. Reservation of title

1. We shall reserve ownership of the object of delivery until complete fulfilment of all claims (including current account balance claims) due to us against the Customer at this point in time or at a future date has been effected, irrespective of the legal grounds for such claims.
2. If the delivered item is combined with other goods or processed further in such a way that it becomes an integral part of a new item, we shall be entitled to proportionate co-ownership of the new item, which the Customer hereby assigns to us. If the Customer acquires sole ownership of the new item, it shall be deemed agreed that the Customer shall transfer proportionate co-ownership to us and that we shall accept such assignment. Our co-ownership share shall be determined by the proportionate invoice value of the delivered item against the invoice value of the item with which the delivered item was combined with reference to the value of the combined item. In case of further combination or further processing of the new item, the provision regarding the delivered item shall apply accordingly.  
In the event of resale in the course of proper business transactions, the Customer hereby assigns their receivables from the resale of the delivered item or the new item, including all ancillary rights, to us. We hereby accept said assignment. The delivered item must neither be pawned or pledged nor transferred by way of security.

### V. Warranty

The Customer shall be obliged to inspect the delivered item immediately and to notify us of any defects without delay, however within 7 working days following receipt of the goods at the place of destination at the latest. Otherwise, the delivered item shall be deemed accepted as free from defects.

The statute of limitations for all claims based on defects, including claims for damages in accordance with Item VI., shall be 12 months and shall commence upon delivery of the goods.

Apart from the above, the statutory provisions shall apply.

### VI. Liability

Claims for damages with regard to compensation of any direct and indirect damage, including collateral and consequential damages, shall – irrespective of the legal grounds – be excluded. Claims on the part of the Customer shall remain unaffected by the above if:

- we have fraudulently concealed a defect in title or quality or, provided that we have assumed warranty with regard to the quality of the object of delivery, if
- the damage is due to intent or gross negligence,
- a culpable violation of duty on our part has resulted in physical injury or injury to health,
- we are subject to a compulsory liability (Product Liability Law) for other reasons, or
- the damage is based on a negligent violation of material contractual obligations on our part. In the event of a simple negligent violation of such obligations, however, our liability for damages shall be limited to the amount of the foreseeable damage typical of this type of contract.

Insofar as liability on our part is excluded or limited, this shall to the same extent apply for the benefit of our legal representatives and agents.

### VII. Other Provisions

#### 1. Trademark law and indemnification

Insofar as the customer places private label products supplied by us on the market under different product and brand names and/or in partly own packaging, the customer is obliged to check beforehand with great care that no trademark rights of third parties are infringed in the naming, packaging, labelling and marking of the products.

By placing the order, the customer undertakes to fully indemnify and hold us harmless in respect of all claims for damages and consequential costs arising from infringements of trademark rights which have occurred as a result of the implementation of instructions given by the customer.

#### 2. ML data sheets

Insofar as the customer makes changes to the safety data sheet, we do not assume any liability for the content of the changed data sheet. In the event of a change in the product name and the supplier or manufacturer, the customer is obliged to provide his own emergency telephone number, with the consequence that the telephone number provided by us must be changed by him.

### 3. Force majeure

#### a) Definition

Force majeure shall be deemed to exist if an external event occurs which has no operational connection and which cannot be averted even by exercising the utmost care which can reasonably be expected.

This applies in particular to the following events:

Government regulations, war or national emergency, protests, riots, civil unrest, fire, explosions, flood, epidemic, strike and other labour disputes, import or export restrictions or embargos, power failure or other incidents which are beyond the control of ML Lubrication.

b) In this case, we will inform the customer immediately about the nature and extent of the circumstance in question.

c) We are neither liable to the customer nor shall it be deemed a breach of obligations under this contract if the delay or non-fulfilment of obligations is due to force majeure. If the force majeure lasts longer than 12 months, both we and the customer have the right to inform us in writing of the termination of the contractual relationship. In all other respects, the statutory provisions of the Federal Republic of Germany shall apply.

### 4. Obligation of secrecy

The customer is obligated to maintain secrecy about all operational, business and private matters of which he becomes aware in the course of the contractual relationship. This obligation to maintain secrecy applies to the same extent to the customer's vicarious agents.

### **VIII. Applicable law, Place of jurisdiction and Place of performance**

With regard to all legal relationships, the law of the Federal Republic of Germany, under the exclusion of the UN Convention on Contracts for the International Sale of Goods, shall exclusively apply. Place of jurisdiction shall, to the extent permissible by law, be our place of business. The same shall apply with respect to the place of performance.

Should one or several provisions of our Terms and Conditions of Sale be or become invalid, the remaining provisions shall retain their validity.