

Sales and Delivery Conditions of OILES Deutschland GmbH

(in the following called ODG)

with Domicile in Schorbachstraße 9, 35510 Butzbach

1. General provisions

1.1 These Terms and Conditions of Sale and Delivery (hereinafter referred to as "AGB") apply to all business relationships of ODG with its customers. They apply exclusively to companies (§14 BGB) and legal entities. They are an integral part of all offers and contracts for deliveries and services by ODG. The AGB apply in the version valid at the time of the order and published on ODG's website at <https://www.oilesglobal.com/eu/de/>, also to future business relationships without ODG having to refer to them again in each individual case.

1.2 Agreements deviating from these AGB must be made in writing. Provisions of the buyer/customer will only apply if and to the extent that we have consented to them in writing as set forth in detail. An act of performance by ODG shall under no circumstances constitute an acknowledgement of deviating terms and conditions.

2 Offer, Order

2.1 All offers by ODG are subject to change and are only binding upon written order confirmation.

2.2 A contract will only be concluded after receipt of a written order by ODG and written confirmation of the order by ODG. This also applies to the production of models, tools or special devices for the delivery product and the performance of special tests.

2.3 The documents forming part of the offer or confirmation of an order, such as drawings, samples, or other information on performance, serve exclusively to describe performance; they do not constitute warranted characteristics or guarantees. Likewise, references to technical regulations, such as DIN standards or other technical provisions or, in particular references to brochures, catalogs, public statements or Internet publications shall not constitute a warranty of quality or guarantee.

2.4 ODG retains title and all industrial property rights and copyrights to the documents belonging to the offer or confirmation of the order which have been prepared by ODG, such as drawings, samples, and the like. They are confidential and competitively relevant documents relating to the contractual relationship with the customer and are subject to trade and business secrecy. They may therefore only be made accessible to third parties with ODG's prior written consent.

2.5 When ordering products manufactured according to the customer's specifications or instructions, in particular drawings, specifications, calculations or other technical documents, etc., the customer warrants that no third-party rights are infringed thereby. On the basis of this warranty, ODG shall not be obligated to verify freedom from rights. ODG shall not assume any liability to third parties in any case of such infringement of property rights, regardless of the legal system and regardless of where it is asserted. Should ODG be held liable in this case due to an infringement of third-party rights, the customer shall indemnify ODG upon first demand against all claims and costs including those of legal defense. ODG is entitled to any measure of legal defense.

3 Delivery

3.1 Unless otherwise agreed individually, delivery shall be made "ex works" in accordance with Incoterms (as amended from time to time). At the purchaser's request and expense, the goods may be shipped to another destination (sale by delivery to a place other than the place of performance). ODG is entitled to determine the type of shipment (in particular carrier, shipping route, packaging) itself.

3.2 The risk of accidental loss or accidental deterioration shall be governed by the agreed Incoterms.

3.3 Partial deliveries shall be permitted unless expressly excluded by the Purchaser.

3.4 In the case of orders where the goods are delivered on call or in the case of continuing obligations, ODG shall be entitled to deliver the goods not called off in accordance with the contract no later than nine months after the agreed delivery date without notice and to invoice the payment. Payment terms will be calculated from the date of the agreed call-off. The same shall apply if the Purchaser is in default with the acceptance of individual deliveries.

3.5 Packaging (including crates) shall generally be charged at the lowest possible cost and shall not be taken back. If the shipment is made in lattice boxes, freight boxes or similar, the Buyer or the recipient shall be obliged to clean and return the empties as soon as possible and free of charge. If reusable packaging is used, the orderer is responsible not only for the return but also for the cleaning of the same. The orderer is liable for damage to the transport containers.

4. Delivery periods

4.1 Binding delivery times are to be agreed individually. If binding delivery periods cannot be complied with for reasons for which ODG is not responsible (non-availability of performance), ODG will inform the purchaser thereof without delay and notify the purchaser as soon as possible of the new expected delivery period. If the goods are still not available within the new delivery period, ODG is entitled to withdraw from the contract in whole or in part; ODG will immediately refund any consideration paid.

4.2 The occurrence of default in delivery shall be governed by the statutory provisions. In any case, however, a reminder by the purchaser is required. The purchaser's rights under Section 9 of these AGB shall remain unaffected.

4.3 Delay in acceptance on the part of the purchaser exceeding 10 days shall entitle ODG to rescind the contract and, in addition to reimbursement of transport costs incurred, also to damages of at least 30% of the respective net value of the goods. The customer shall have the right to prove that the damage was less. ODG reserves the right to claim further damages.

5 Prices, Costs; Terms of Payment

5.1 The prices shall be understood as prices in Euro, strictly net plus the statutory value added tax applicable at the due date. Price increases and price reductions due

to increases or decreases in material, energy or labor costs shall remain reserved in accordance with the extent of the increased and decreased costs. Costs, insofar as the goods are delivered after the expiry of 4 months after conclusion of the contract. This does not apply to deliveries of goods within the scope of continuing obligations, in which case price increases for material, energy or labor costs will be levied if the prices have increased by more than 3% in comparison with the agreed initial price. ODG proves the increased costs upon request. For material costs ODG will name an index customary in the market. The price increase is payable from the 1st of the month following notification of the price increase. The foregoing shall apply mutatis mutandis to cost reductions.

5.2 The customer shall notify ODG of any errors and typographical errors in offers, calculations, confirmation letters and invoices upon verification.

5.3 All prices shall apply ex warehouse excluding packaging and transport, which shall be charged additionally. The costs for requested express shipments or other additional costs shall be borne by the orderer. Insurance against damage in transit will only be taken out by ODG on the basis of a separate agreement with the orderer and at the orderer's expense.

5.4 Unless otherwise agreed individually, payments shall be made within 14 days of the due date and receipt of an invoice or an equivalent request for payment. Repairs and contract work shall be payable immediately after the due date and receipt of the invoice. In the event of default in payment of an invoice or reasonable doubt as to the customer's ability to pay, ODG shall be entitled to demand advance payment.

5.5 The granting of rebates and discounts shall require a separate agreement and shall always be subject to the condition that the orderer is not in arrears with the payment of outstanding receivables, including from other delivery agreements, and complies with the agreed payment deadlines.

5.6 Offsetting shall only be permissible with undisputed or legally established counterclaims of the Purchaser. The customer may only assert a right of retention or a right to refuse performance if it arises from the same contractual relationship.

5.7 If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that payment of the purchase price is at risk, ODG shall be entitled to refuse performance and - if necessary after setting a deadline - to withdraw from the contract.

6 Retention of title

6.1 The goods sold shall remain the property of ODG until payment in full of the monetary claims to which ODG is entitled under the business relationship with the customer. In the case of a current account, the retained title shall be deemed security for ODG's balance claim. ODG's claims include interest and legal costs. The retention of title also extends to the products resulting from processing, mixing or combining of the goods at their full value, ODG being deemed the manufacturer. If, in the event of processing, mixing or combination with goods of third parties, the latter's right of ownership remains, ODG shall acquire co-ownership in proportion to the invoice values of these processed goods.

6.2 The customer is entitled to resell the goods in the proper and normal course of business. The customer hereby assigns to ODG by way of security the claims against third parties arising from the resale in their entirety and in the amount of any co-ownership share. ODG hereby accepts any assignment arising from the retention of title. The orderer is authorized to collect the same in trust for the account of ODG. The authorization shall expire upon cessation of his payment to ODG. Furthermore, the authorization may be revoked by ODG at any time.

6.3 Access by third parties to the goods and claims belonging to ODG must be notified to ODG by the customer in writing without delay, including by e-mail or fax.

6.4 In the event of an application for or opening of insolvency proceedings against the purchaser's assets, the purchaser shall be obliged to make the goods known to any third party as the property of ODG by means of signage or in any other suitable effective manner. In the case of an own application this must be done before the application is made, in the case of a creditor application immediately after the debtor (ordering party) has been heard. The same applies in the event of seizure measures by third parties against the ordering party. ODG must be informed immediately in writing of the occurrence of such an event.

6.5 As long as a claim of ODG still exists, ODG is entitled at any time to demand information from the orderer as to which goods delivered under retention of title are still in its possession and where they are located in order to give ODG immediate access to such goods.

6.6 In the event of non-payment of the purchase price due, ODG is entitled, if necessary, after setting a deadline, to withdraw from the contract and to demand return of the goods subject to retention of title on the basis of withdrawal and retention of title.

6.7 The goods and the claims replacing them may not be pledged to third parties or assigned or transferred by way of security before full payment of the claims to which ODG is entitled. If the value of the security exceeds ODG's claims (by more than 10%), ODG will, at the customer's request, release the security to that extent at its discretion.

7. Claims for material defects

7.1 The Purchaser shall inspect the goods without undue delay after their receipt at the place of destination at the latest and shall notify us in writing of any defects without undue delay, but no later than 8 working days after receipt of the delivery. Defects which cannot be discovered within this period after careful inspection shall be notified immediately after their discovery. This also applies to drop shipments or if the defects are only discovered after delivery by the customer. discovered by third parties. The timeliness of the notice of defects will be determined by the date of receipt of the notice of defects by ODG.

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7.2 After expiry of one year after delivery of the goods, any warranty claims due to defects shall become statute-barred.

7.3 The basis for any liability for defects on the part of ODG is that ODG has been comprehensively informed of all technical values, in particular operating data, and environmental influences, by written notification from the customer prior to placing the order. If the necessary documents and information are not provided or are incompletely provided by the customer when the order is placed, any liability on the part of ODG is excluded.

7.4 ODG's liability for defects shall be governed by ODG's written order confirmation or the product descriptions referred to therein. (Drawings, technical specifications, etc.). ODG will only be liable for public statements by the manufacturer or other third parties (e.g. specialist suppliers) if specific tests, e.g. of the structure, have been agreed with the customer.

7.5 ODG shall not be liable for design defects if the customer has not sufficiently complied with its duty to cooperate in the design or if the defects are due to the customer's application. In any case ODG reserves the right to object to contributory negligence on the part of the purchaser.

7.6 ODG shall not be liable for damage resulting from normal wear and tear, improper use, maintenance not specific to the product or application, or changes or modifications by the purchaser.

7.7 In the event of claims for material defects, ODG shall, at its own discretion, provide subsequent improvement or replacement delivery. The customer shall provide ODG with the goods complained of for inspection and provide all information and details which, in ODG's opinion, are necessary to determine the cause of the defect. Until the cause of the defect has been determined, the customer shall not be entitled to withhold, offset or set off any claims by ODG. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne by ODG in accordance with the statutory provisions if a defect actually exists. If subsequent performance fails, the purchaser may withdraw from the contract or reduce the purchase price. Withdrawal is excluded if the defect is not material.

7.8 Otherwise, the statutory provisions shall apply to claims for material defects.

7.9 If the contractual relationship is effectively terminated for whatever reason by notice of termination or rescission, the orderer must accept the goods already completed by ODG without defects and reimburse ODG for the costs of goods started, materials procured, and all expenses incurred by ODG in reliance on the continuation of the contractual relationship.

8 General Limitation of Liability

ODG, its organs and employees and other vicarious agents shall be liable for breach of contractual and non-contractual obligations, in particular in cases of tort arising from producer's liability or product liability, only in cases of intent and gross negligence. Any liability is limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. ODG reserves the right to prove a lesser loss. The exclusion and limitation of liability shall not apply to damages arising from injury to life, body or health caused by a negligent breach of duty by ODG or an intentional or negligent breach of duty by a legal representative or vicarious agent of ODG.

9 Force majeure

In cases of "force majeure" ODG shall be released from its obligation to perform for the duration of the disruption and to the extent of its effect. The following events shall be deemed to be "force majeure": natural events, war or civil unrest, official measures, lawful labor disputes, difficulties in procuring labor and other materials, and other unforeseeable, unavoidable and serious events.

10. Final provisions

10.1 The laws of the Federal Republic of Germany shall apply exclusively to the exclusion of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

10.2 The place of jurisdiction for all disputes arising from this contract and all other agreements, also insofar as the legal validity of the contract and the agreements themselves are concerned, is ODG's place of business. In the event of legal disputes ODG shall also be entitled to sue the orderer at its general place of jurisdiction. Unless otherwise agreed, the place of performance is ODG's place of business.

10.3 The assignment of claims and entitlements of the purchaser/orderer arising from the business relationship with ODG is invalid without ODG's express consent. Notwithstanding the foregoing, ODG shall be entitled at its own discretion to pay the purchaser or the assignee in lieu of performance.

Imprint

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