



GENERAL TERMS AND CONDITIONS OF WÜSTHOF



1. AREA OF APPLICATION

- 1.1. The General Terms and Conditions of WÜSTHOF shall apply exclusively; WÜSTHOF shall not accept any terms and conditions of the purchaser deviating from or conflicting with the General Terms and Conditions of WÜSTHOF, unless WÜSTHOF expressly accepted the effectiveness of these in writing. The General Terms and Conditions of WÜSTHOF shall even apply when WÜSTHOF, in awareness of the terms and conditions of the customer deviating from or conflicting with these General Terms and Conditions, carries out delivery to the customer without any reservation.
- 1.2. Any and all agreements reached between WÜSTHOF and the purchasers regarding the execution of a contract shall be agreed in the respective contract and these General Terms and Conditions. Verbal collateral agreements shall not be made. The staff of WÜSTHOF shall not be authorised to conclude any verbal collateral agreements or to give any verbal guarantees.
- 1.3. The General Terms and Conditions of WÜSTHOF shall only apply to entrepreneurs being subject to section 310 [1] German Civil Code (BGB).

2. OFFERS AND PRICES

- 2.1. Any and all offers and prices shall not be binding until an order confirmation of WÜSTHOF has been provided in writing.
- 2.2. Any and all weights and measures, drawings, explanations, descriptions and illustrations are approximate values of the industry only and shall therefore not be considered as guaranteed characteristics. Changes and improvements in the assortment and regarding single goods shall be carried out in due course.

3. PRICES AND CONDITIONS OF PAYMENT

- 3.1. Unless especially agreed, the indicated prices shall be understood "ex works Solingen". Any and all prices are indicated in EURO. The prices as indicated in the offer of WÜSTHOF shall apply subject to the condition that the order data as the offer is based on remains unchanged. Prices shall be understood plus value-added tax (VAT) in the applicable legal rate and shall not include freight, postage and any other freight cost. The prices of the respective applicable price list shall apply.
- 3.2. When payment is not carried out in due time this shall be immediately considered as default in payment and for this reason WÜSTHOF shall be entitled to charge interests on arrears in the amount of 8 percentage points above the respectively applicable base interest rate of the German Federal Bank as of the effective date. The assertion of any further damage caused by the delay shall not be excluded thereby.



- 3.3. Cheques shall be accepted only for reasons of fulfilment and may be returned at any time. Any provision of cheques shall be regarded as payment only when the cheque is cashed.
- 3.4. In the event the purchaser does not meet its payment obligations, cheques cannot be cashed or it can be proven that execution measures were fruitless, the purchaser ceased its payment or insolvency proceedings have been applied for, then WÜSTHOF shall be entitled to declare the total remaining claims of the contract as due even when it accepted a cheque before. In this case WÜSTHOF shall also be entitled to request advance payment or security deposits regarding any other contract.
- 3.5. The purchaser shall only be entitled to any offsetting against counterclaims of the purchaser when these claims are uncontested, accepted by WÜSTHOF or legally valid. Any assertion of the right of retention by the purchaser shall be excluded, unless its counterclaim is based on the same contractual relationship.
- 3.6. In the event of faulty invoices of WÜSTHOF those shall be communicated within 8 days after receipt of the invoice. Any longer silence by the invoice recipient shall be regarded as tacit consent to the correctness of the invoice.

4. TERMS OF DELIVERY

- 4.1. The indicated times of delivery shall only be applicable if expressly confirmed by WÜSTHOF.
- 4.2. WÜSTHOF shall be entitled to carry out part deliveries that become due for payment within the framework of the terms of delivery, if and to the extent part deliveries are reasonable for the purchaser.
- 4.3. Shipment shall be carried out at the expense and risk of the purchaser, this shall also apply to „free shipment“; the risk shall pass onto the purchaser as soon as the goods to be shipped have been passed onto the person in charge. In the event delivery or shipment is in delay as a consequence of any circumstance for which the reason lies in the responsibility of the purchaser, the risk shall pass onto the purchaser as of the date the goods are ready for shipment.
- 4.4. The mode of shipment and the transport route shall be at the choice of WÜSTHOF, unless anything else is agreed in the respective order. Transport insurance cover shall only be obtained upon express request and at the expense of the purchaser.
- 4.5. In the event of force majeure or any other unforeseeable circumstance where no own fault is involved, like e.g. difficulties in procurement of material, labour disputes, business disruption, vandalism, administrative intervention, lack of energy, irrespective of incurring in the business of WÜSTHOF or of its upstream suppliers, by which WÜSTHOF is hindered in the fulfilment of its obligations of delivery, then the term of delivery shall be extended by the term of the impediment under consideration of a reasonable time for restarting operation. In the event the impediment does not come to an end in reasonable time, WÜSTHOF shall be entitled to withdraw in whole or in part without any obligation for subsequent delivery or for damages. Any such withdrawal shall not affect any claim of WÜSTHOF from any effected part delivery.
- 4.6. Short delivery or excess delivery of up to 10 % regarding special orders shall be accepted by the customer. The total price shall change respective to the volume.

5. WARRANTY

- 5.1. The contractual partner shall check the goods for defects without delay after delivery.



Complaints due to obviously defective goods or deviating quality of goods or due to completion of goods that are obviously deviating from the ordered ones shall be made by the purchaser to WÜSTHOF in writing without delay at the latest, within 3 business days after provision, or when the defect could not be detected upon immediate inspection, 1 week after discovery. In the event a complaint has not been made in due time and not in due form regarding any obvious defect then there shall be no longer any respective warranty. The obligations of inspection and of complaint pursuant to section 377 German Commercial Code (HGB) shall remain unaffected thereby.

- 5.2. The German statutory warranty obligations and regulations shall apply.
- 5.3. In the event of a justified complaint being made in due course of time WÜSTHOF shall initially reserve its right for subsequent fulfilment according to its own discretion, i.e. remedy of the defect or free of charge replacement of the defective goods returned by the purchaser against new goods according to the contract (replacement delivery). Only when the subsequent replacement failed twice the purchaser shall be entitled to withdraw from the contract or to reduce the payment, at its own discretion.

6. OTHER CLAIMS FOR DAMAGES

- 6.1. Any claim for damages other than provided for in section 5 – irrespective of the legal nature of the asserted claim – shall be excluded. This shall apply in particular to any claim for damages resulting from fault upon conclusion of the contract, from any other violation of duty or from tortious claims for compensation of property damage pursuant to section 823 German Civil Code (BGB).
- 6.2. The limit pursuant to 6.1 shall also apply to the extent as the purchaser requests replacement of useless expenses instead of performance, instead of entitled replacement of damage.
- 6.3. To the extent the liability in damages with respect to WÜSTHOF is excluded or limited, this shall also apply with respect to the personal liability in damages of its employees, labour, staff, representatives and vicarious agents.
- 6.4. This shall not apply in the case of mandatory liability e.g. in accordance with the German Product Liability Act (ProdHaftG), in the cases of wilful intent, gross negligence, due to injury to life, body or health or due to violation of material contractual duties. Thus, the statute of limitation shall not be reduced regarding this kind of damage where liability is mandatory.
- 6.5. The damage claim regarding the violation of material contractual obligations shall be limited to the foreseeable damage as is typical to the contract up to the amount of the coverage amount of our liability insurance if this coverage amount is in a reasonable relation to the damage risk as typical to the contract, and no wilful intent or gross negligence is involved or liability is assumed under injury to life, body or health. The foresaid regulations shall not cause any change regarding the burden of proof to the detriment of the purchaser.

7. RESERVATION OF TITLE

- 7.1. The purchased item shall remain the property of WÜSTHOF until full and final settlement of all claims arising from an on-going business relationship. In the event of any behaviour of the customer contrary to the contract, in particular regarding delay in payment, WÜSTHOF shall be entitled to take back the purchase good. Any such taking back shall not mean any rescission of contract. After taking back the purchase good WÜSTHOF shall be entitled to utilisation, the utilisation proceeds shall be set-off



against the liabilities of the customer – less suitable utilisation cost.

- 7.2. The purchaser shall be obliged to handle the purchase good with care; in particular it shall be obliged to obtain sufficient insurance coverage for new replacement of it at own expense regarding fire, water, theft.
- 7.3. Regarding seizure or any other interference by any third party the purchaser shall inform WÜSTHOF without delay in writing, so that it is able to file an action pursuant to section 771 German Code of Civil Procedure (ZPO). If and to the extent the third party is not able to refund to WÜSTHOF any court and extra-judicial cost of an action pursuant to section 771 German Code of Civil Procedure (ZPO), the purchaser shall be liable regarding the loss incurred.
- 7.4. The purchaser shall be entitled to resell the purchase good with the framework of ordinary course of business; however, the purchaser shall already at this point assign to WÜSTHOF any and all claim in the amount of the final invoice amount (including VAT) it accrues from any resale to its customer or third party, irrespective of whether the purchase good was resold with or without having been processed before. The purchaser shall remain authorized to collect the claim after assignment. The authorization of WÜSTHOF to collect the claim itself shall remain unaffected thereby. WÜSTHOF undertakes not to collect the claim as long as the purchaser meets its payment obligations regarding the collected amount, it is not in delay of payment, and no insolvency or composition petition was filed or payment has been suspended. In the event this is the case, WÜSTHOF may request that the purchaser disclose to WÜSTHOF the assigned claims and debtors, provide any and all details necessary for collection and respective documents and inform any (third party) debtor about the assignment.

8. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE RIGHT, FINAL CLAUSE

- 8.1. Place of performance regarding any and all obligation resulting from the contract shall be Solingen, Germany, unless the order confirmation states anything to the contrary.
- 8.2. Regarding any and all present and future claim resulting from the business relationship with merchants, including cheque claims, Solingen, Germany, shall be the exclusive place of jurisdiction. WÜSTHOF shall, however, be entitled to bring an action at the company seat or place of residence of the purchaser. This shall also apply in the case when the purchaser has no general place of jurisdiction in Germany or its company seat or place of residence or usual abode is unknown by the time the action is filed.
- 8.3. The contractual relationship between the contracting parties shall be exclusively governed by German law. The rules of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 8.4. In the event single provisions are or become ineffective or unenforceable in whole or in part, the effectiveness of the remaining provisions shall not be affected thereby.
- 8.5. The German language text of these General Terms and Conditions is the original text. This translation has been prepared for the purpose of easier international understanding. In the event of disputes the German version shall be relevant, and particularly regarding the interpretation of single provisions of these available General Terms and Conditions the terminology and definitions of the German law shall be governing.