

§ 1. Conclusion of Contract, Subject Matter of the Contract, Quotation Documents:

- 1) Our quotation shall be prepared, delivery performed, and services rendered exclusively on the basis of the present terms of business. They shall also apply to all future business relations, even if not explicitly agreed upon again. Deviations from these terms of sale and delivery shall only be valid if confirmed by us in writing. Any conditions of purchase to the contrary of the ordering party shall therefore not be binding on us, even if we do not object to them and/or if we, in full knowledge of any conditions to the contrary or deviating from our terms of business, carry out the delivery to the customer without reserve.
- 2) Orders placed by the customer, regardless of their form, shall constitute binding offers which we may accept within a period of two weeks by sending an order confirmation or by starting production activities or delivering the goods. Quotations submitted by us previously shall be subject to change.
- 3) We reserve property rights and copyrights in illustrations, drawings, calculations and other records. This also applies to written records marked "confidential". The customer shall be required to obtain our express written consent before passing them on to third parties.
- 4) Place of performance for all present and future claims resulting from the terms of business shall be our head quarter.

§ 2. Prices and Terms of Payment:

- 1) The quoted purchase price shall be binding and is plus statutory turnover tax for enterprises.
- 2) Price changes are permissible in relation to consumers if more than 4 months have passed between conclusion of the contract and the agreed date of delivery. In the event that wages, material costs, and cost prices in the market should increase prior to completion of delivery, we shall be entitled to adjust the price in accordance with the cost increase or the cost reductions. In this case, the ordering party shall be entitled to withdraw from the contract if the price increase substantially exceeds the increase of general costs of living in the period between placement of order and delivery.
- 3) If the ordering party is an entrepreneur, the price agreed upon shall apply. If, by the time of performance, the price has increased due to a change of the market price or by an increase of the remuneration demanded by third parties involved in performance, the higher price shall apply. If the latter is 20% or more above the agreed price, the customer shall have the right to rescind the contract. This right must be asserted immediately after the customer has been informed of the higher price.
- 4) Costs of packaging, freight, and transport insurance as well as custom duties and import or export levies are not included in our prices and shall be borne by the customer.
- 5) Where there is legitimate reason to doubt the ordering party's credit worthiness, we may demand a collateral security, advance payment, or payment of the outstanding amount.
- 6) Our invoices shall be payable within 10 days from receipt of delivery, without any deduction. Invoice amounts of less than EUR 50.00 shall be due immediately without any deductions, unless they are for partial or subsequent deliveries. This also applies to repairs and contract work.
- 7) The invoice amount for deliveries abroad comprising installation work and an introduction by us shall be subject to the presently applicable statutory turnover tax. For deliveries to buyers not known to us, we reserve the right to supply against cash on delivery or advance payment.
- 8) The customer shall be automatically in default at the latest on the 30th day after the due date. This shall not apply if the customer is a consumer, unless the consumer was expressly informed of this legal consequence on the respective invoice.
- 9) We expressly reserve the right to decline checks or bills of exchange. They shall be accepted as payment only; discounting and bill charges shall be borne by the buyer and shall be due immediately. Discounts shall not be granted.
- 10) Payments shall always be used to settle the oldest liability items due plus any default interest accrued.
- 11) In the event of default of payment on the part of the buyer or impending inability to pay or other material deterioration of the buyer's financial circumstances, the seller may, after having granted a period of grace of 14 days, demand cash payment before delivery for outstanding deliveries from any standing contract while cancelling the original payment deadline, or rescind the contract and assert damages. The amount of the damages amounts to 35% of the order value.
- 12) The customer shall only have the right of setting-off if its counterclaims have been finally established, are undisputed, acknowledged by us, or synallagmatically linked to our principal claim. If the customer is an entrepreneur, it shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

§ 3. Period of Performance, Passing of Risk:

- 1) The period of delivery is the period starting from the placement of order until dispatch of the goods from the plant. In the event that we have indicated any periods of delivery and these have been made the basis for the placement of order, such periods shall, in the case of strike and force majeure, be extended by the period of the delay. The same shall apply if the customer does not fulfil possibly existing duties to cooperate.
- 2) We shall not be responsible for the above-mentioned circumstances even if there is already a delay in delivery.
- 3) If the customer is an entrepreneur - and unless indicated otherwise in the confirmation of order - delivery "ex works" shall be deemed as agreed. Accordingly, the risk shall pass to the buyer as soon as the shipment has been handed over to the transport operator or has left the works for dispatch. If dispatch is delayed on request of the buyer, the risk shall pass to the buyer upon notification of readiness for dispatch.
- 4) We shall be entitled, but not obliged, to insure deliveries in the name and on account of the buyer.

§ 4. Liability for Defects:

- 1) If the customer is an entrepreneur, complaints because of defective or incomplete deliveries must be communicated to us in writing immediately after receipt of the goods. Otherwise, delivery and performance shall be deemed to be free from defect and accepted.
- 2) In the event of justified complaints of a customer who is an entrepreneur, we shall be entitled to determine the type of subsequent performance (substitute delivery / rectification of defects), taking the type of defect and the customer's legitimate interest into account.
- 3) If the buyer detects that the goods are defective, it shall not be entitled to dispose of them, i. e. it must not divide, resell, or process them.
- 4) The ordering party shall further be obliged to give us the opportunity to establish the defects complained about.
- 5) If the customer is an entrepreneur, warranty claims for material defects shall become statute-barred within one year after receipt of the goods. This shall not apply to the extent that the law peremptorily provides longer periods. The warranty period shall start with the passing of risk.
- 6) Illustrations and drawings, dimensions and weights indicated in catalogues, price lists, and other printed matter or publications accessible to third parties (e. g. web pages) shall not be binding. They do not imply any guarantee as to characteristics or durability.
- 7) With regard to claims for damages for defects, § 5 shall apply.

§ 5. Liability for Damages:

- 1) Our liability for breaches of contractual duties and in tort is limited to intent and gross negligence. This does not apply to loss of life, physical injury and damage to health, claims based on the violation of cardinal obligations, i. e. of obligations resulting from the nature of the contract in the case of violation of which the achievement of the purpose of the contract would be jeopardised, and on the replacement of damages caused by delay (section 286 BGB (German Civil Code)). To that extent, we shall be liable for any degree of fault.
- 2) The claim to damages for violation of essential contractual obligations, however, shall be limited to the foreseeable damage typical for the contract.
- 3) The above-mentioned disclaimer shall also apply to slightly negligent violations of obligations on the part of our vicarious agents.
- 4) Unless liability for damages which are not based on loss of life, physical injury and damage to health of the customer is not excluded for slight negligence, such claims shall become statute-barred within one year beginning with the accrual of the claim or, with claims for damages because of a defect, from the date of handover of the respective object.
- 5) We do not assume any warranty for damages attributable to unsuitable and improper use, incorrect installation, commissioning, modifications or repairs not performed by us, incorrect or negligent handling or natural wear.
- 6) We shall assume no liability for difficulties arising from the regulations on protection of industrial property in connection with the resale or use of the goods delivered.
- 7) We are not liable for loss of production in any case.

§ 6. Retention of Title:

- 1) With regard to contracts with consumers, we reserve the right of ownership in the object of purchase until full payment of the purchase price.
- 2) If the customer is an entrepreneur, we reserve the right to ownership in the goods until fulfilment of all claims against the ordering party, even if the goods in question have already been paid.
- 3) In the event of default of payment on the part of the ordering party, we shall be entitled to take back the goods after having sent a reminder, and the ordering party shall be obliged to surrender the goods. Our acceptance of return of the goods shall not constitute a withdrawal from the contract.
- 4) The customer shall be obliged to inform us immediately of any execution measures of third parties against the goods sold subject to a retention of title, handing over to us the records required for an intervention; this shall also apply to other types of impairment. Regardless thereof, the customer shall inform such third parties in advance of the rights pertaining to the goods. If the customer is an entrepreneur, it shall bear the costs of intervention incurred by us, unless the third party is capable of reimbursing them.
- 5) In the case of resale or renting out of the goods sold subject to a retention of title, the customer—if it is an entrepreneur—shall assign the claims created from the transactions mentioned above against its customers to us as a security collateral already now and until fulfilment of all of our claims. In the case that the goods sold subject to a retention of title are processed, transformed, or combined with another object, we shall immediately acquire ownership in the object produced. The latter shall be deemed to be an item sold subject to the retention of title.
- 6) On our request, the customer shall be obliged to immediately inform its own customers of the assignment to us—unless we do this ourselves—and to submit to us the information and records required for collection.
- 7) The ordering party shall under no circumstances be entitled to make any further assignments of the claim.
- 8) If the ordering party disposes of the goods delivered by us and of the new items created from processing them in the ordinary course of its business, it shall, in the case of resale, be obliged to enter into agreements with its own customers to the effect that even in the case of processing by the customers, ownership always remains with us, while the processor is only the depositary. We reserve the right to prohibit the resale.
- 9) The ordering party shall be obliged to insure goods delivered subject to reservation of title against theft, fire and water damage at its own expense.

§ 7. Form, Choice of Law, Place of Jurisdiction:

- 1) Material statements to be made and notifications to be given by the customer to us or to a third party require written form.
- 2) The transfer of rights and obligations of the ordering party arising from the contract concluded with us requires our written consent.
- 3) The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law shall be the court having jurisdiction over our place of business.
- 4) This contract is subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention.