

1. In General

- Our Terms of Sale apply exclusively; opposing terms of the buyer or terms of the buyer deviating from our Terms of Sale are not recognized by us, unless we have explicitly approved of their application in writing. Our Terms of Sale also apply if, in knowledge of such opposing or deviating terms of the buyer, we deliver to the buyer without reservation.
- All agreements reached by us with the buyer for purposes of implementation of this contract [component], require to be made in writing.
- Our Terms of Sale apply only with respect to companies in accordance with the section 5 310 of BGB [German Civil Code].
- Our Terms of Sale also apply to all future transactions with the buyer.
- The buyer is not authorized to transfer rights associated with this contract.

2. Offer / Documentation of Offer

- Our offers are always made provisionally. Our offers are only binding in exceptional, individual cases if we have made the offer in question in writing and have explicitly described it as being a binding offer.
- Our binding offers are only binding on us if the relevant contract has been concluded by the deadline specified in the offer, and certainly no longer than 2 weeks after the buyer has taken receipt of the offer.
- If an order placed by a customer is to be classified as an offer in accordance with section 5 145 of BGB, we can take up to 2 weeks to accept the order.
- We retain right of ownership and copyright on illustrations, drawings, calculations and other documentation made available to the customer. Such documentation may only be made available to third parties with our explicit approval. At our written request, they must be returned to us immediately.
- Specimens and samples are without obligation. Designs may be altered by us provided they remain consistent with customer specifications or any deviation is insignificant.
- All statements made regarding the suitability of, and application possibilities for, our goods/services are made to the best of our knowledge. Such statement, however, merely reflect our past experience and are not to be regarded as guaranteed qualities or characteristics. They do not constitute a basis for claims raised against us. Nor do they release the customer from the requirement to test the suitability of the goods/services in question for the customer's intended usage.
- The customer consents to our use and duplication of drawings, plans, models, templates, samples, tools, manufacturing materials, measurements, weights, etc. made available to us by the customer, for our own purposes - to the extent required by the order - and for transfer to a third party. If changes are made to the values given to us by the customer, the latter must inform us of these immediately.

3. Prices and Payment

- Our prices are quoted ex works, excluding packaging and insurance and prior to the statutory VAT applicable at the time. The customer bears the costs of packaging, loading, transport, any import and/or export duties and insurance. We are not required to conclude transport insurance.
- If the supplier/deliverer has accepted assembly/mounting/installation work, the buyer must bear all of the costs there by incurred, including reasonable costs for waiting periods and other costs arising from such delays for which we cannot be held responsible.
- Any cash-discount made must be based on a written agreement.
- Invoice amounts are payable, without any deduction, 30 days after the invoice date at the latest. Punctual payment is determined on the basis of the date of receipt of the amount in question such that we may make use of it unconditionally.
- If the customer is in default of payment or if there are justified reasons to doubt his/her/its ability to make payment, we can demand payment of all outstanding claims and/or provision of security even in advance of delivery/performance, withhold pending deliveries/services from all contracts with the customer, whether in whole or in part, or withdraw from existing contracts, whether in whole or in part.
- In the event of default, the buyer is required to provide us with security. Goods and rights of the buyer in our possession or under our control will serve, as from this point in time, as pledged security providing cover for our due claims. We are entitled to disclose this pledging to third-party debtors and to freely exploit such items of security at stock-exchange or market prices, except where public auction is mandatory.
- Without prejudice to other claims arising from default in payment, statutory default interest on our entitlements is due as from the end of the period allowed for payment, in accordance with section 5 247 of BGB. The right to enforce still-higher damages due to default remains unaffected.
- The buyer has the right to offset only if his/her/its counterclaims have been legally established, are undisputed or have been recognized by us. The buyer is entitled to exercise a right to withhold to the extent that his/her/its counterclaim is based on the very same contract relationship.

4. Delivery Obligation and Delivery Deadline

- Our delivery or performance dates are non-binding, unless specific agreement hereto has been reached, are subject to the proviso that we receive proper and punctual delivery from our suppliers and do not commence until all details of execution have been clarified, particularly those requiring clarification by the customer, at the earliest, however, on the date of our confirmation of order and the payment of due down payments and part payments.
- If, as an exception, binding delivery or performance dates have been agreed, compliance with the delivery or performance dates presupposes the timely receipt of all documents to be provided by the buyer, in particular plans, authorizations and clearances, as well as compliance with the agreed terms of payment and other preparatory and cooperative measures to be undertaken by the buyer. If these prerequisites are not satisfied or if our delivery is prevented as a result of force majeure or similar events, such as labour disputes in our works, or in those of our subcontractors, or some other unforeseeable hindrance lying beyond our sphere of influence, the delivery deadline shall be extended to a reasonable extent. We cannot be held responsible for the above-mentioned circumstances even if they arise during a period of delay.
- Should we fail to deliver on time for reasons for which we are responsible, the buyer shall be entitled to demand a flat-rate compensation sum equivalent to 3 % of the value of the delivery for each full week of delay, this not to exceed a maximum of 10 % of the value of the delivery. Should the delay be due to wilfulness or to gross negligence, or should it constitute violation of an essential obligation, the statutory provisions governing liability shall apply, though such liability is limited, in cases of neglect of duty only, to the foreseeable damage in the case in point.
- If, after we have defaulted on delivery or performance, the buyer grants us a reasonable extension, or period of grace, and this expires without our having made the delivery or performance, the buyer is then entitled to withdraw from the contract: the buyer is only entitled to claims for damages to a foreseeable amount due to default if the default was wilful or due to gross negligence, or if it constitutes violation of an essential obligation; otherwise damage liability is limited to 50 % of the damage incurred.
- The standard liability limitations referred to under paragraphs c) and d) above do not apply in the case of a commercial fixed-date transaction. The same applies if the buyer is entitled to immediately enforce claims to compensation for damages, instead of performance, due to default on our part for which we can be made answerable.
- The buyer defaults on acceptance if he/she/it fails to collect the goods within a week of notification of their readiness for collection / invoice, or refuses to take receipt of the goods/performance. If the customer has defaulted on acceptance we are entitled to grant an extension period, or period of grace, within which the customer must collect/accept

the goods/performance. A period of one week is regarded as reasonable in this connection. If this period expires fruitlessly, we are then entitled - without prejudice to farther-reaching claims - to withdraw from the contract and/or to demand compensation for damages. In the latter case we are entitled, without being required to indicate damages specifically, to 10 % of the agreed net sum as a flat-rate compensation payment, unless the customer can show that we have suffered no damage, or that the damage suffered had a lower value. We are entitled at all times to demand compensation for damages actually suffered, instead of the flat-rate compensation payment.

- In the event of default on acceptance, the risk of accidental loss or accidental deterioration of the goods passes to the customer.
- Subject to reasonable consideration for the interests of the buyer, we are entitled to make part deliveries and part-performance at any time, and to invoice these separately.

5. Passing of Risk

- If the goods are sent to the buyer at his/her/its request, the risk of accidental loss or accidental deterioration of these goods passes to the buyer at the time of their departure from the works/warehouse at the latest. This applies regardless of whether or not the dispatch of the goods is from the place of fulfillment and regardless of who bears the freight charges.
- In cases of delivery plus assembly/installation the risk passes to the buyer on the day of acceptance on the buyer's premises.

6. Retention of Ownership

- We retain ownership of all goods/performance until all claims arising from the business relationship with the customer have been settled. In the event of behaviour by the buyer in breach of contract, in particular in cases of default of payment, we are entitled to take back the goods for sale. Such recovery of goods for sale does not constitute withdrawal from the contract, unless we state - or have stated - this explicitly in writing. In cases of seizure of the goods for sale, withdrawal from the contract is always to be understood. After recovery of the goods for sale, we are entitled to make commercial use of them, deducting the proceeds from such utilization from the liability of the buyer - after prior deduction of the reasonable costs involved in such utilization.
- The buyer is obliged to take good care of the goods for sale, storing such goods separately and adequately insuring them, at the buyer's own cost, against damage by fire, water and theft on the basis of their gross value. Already at the time of signing of contract the buyer assigns his/her/its replacement rights to the gross invoice value, as arising from such insurance, to us. This assignment is hereby accepted. Should servicing and inspection work be required, this is to be undertaken by the buyer in good time at the buyer's own cost.
- In the event of seizure or other encroachment by a third party, the buyer must notify us immediately in writing so that we can take action in accordance with section 5 771 of ZPO [Code of Civil Procedure]. Should the third party prove unable to reimburse us for the court costs and out-of-court costs involved in such action, the buyer shall then be required to reimburse us with respect to the missing sum, in accordance with section 5 771 of ZPO.
- A working or processing of the goods is undertaken by the buyer on our behalf, without this giving rise to any obligations on our part. If the buyer acquires sole ownership of the goods resulting from such processing, combination or mixing, it is agreed that the buyer assigns to us co-ownership of the goods to the extent that this covers the delivery price of our conditionally-sold goods contained in the end product at the time of such processing, combination or mixing. The products or the result will be kept safe for us by the buyer.
- The buyer is entitled to resell the conditionally-sold goods in the course of normal business transactions. The buyer hereby assigns the claims of the taker arising from the resale of the conditionally-sold goods to us to the full amount of the agreed end price invoiced (including VAT). This assignment must be made regardless of whether the goods for sale are resold before or after processing. The buyer remains authorized to collect the claims even after the assignment of these claims. Our entitlement to collect the claims ourselves remains uninfluenced by this. We will not exercise our collection claims, however, as long as the buyer satisfies his/her/its payment obligations arising from the agreed proceeds, does not default on payments and in particular is not the subject of an application to open insolvency proceedings and does not discontinue payments.
- To secure our claims, the buyer must also assign to us those claims held against a third party arising from the combination of the goods for sale with a piece of land.
- We undertake to release the security provided to us, at the request of the buyer, to the extent that the realizable value of our security exceeds the value of the claims to be secured by more than 20 %, the choice of which security to release to be made at our discretion.

7. Inspection and Acceptance of Goods

- An agreed inspection of goods under special test conditions must be undertaken by the buyer or by his/her/its representative in our works. The costs of this inspection must be borne by the buyer. If the buyer does not undertake such checks, the goods must be regarded as having been delivered in accordance with the contract at the time at which they leave our works.
- If, after completion of the goods, we call on the buyer to undertake the inspection, this must be done within 2 weeks of our request at the latest. If the buyer refuses to participate, the inspection is nevertheless regarded as having been undertaken.

8. Material Defects

- The warranty rights of the buyers presume that he/she/it has properly undertaken the inspection and objection obligations required by section 5 377 of HGB [German Commercial Code].
- A discrepancy of up to 10 % in respect of weight, number of items or measurements does constitute a reason for objection, unless otherwise stated in the German Industrial Standards [DIN].
- If the goods for sale are found to have a defect for which we are accountable, we can opt to render subsequent performance in the form of correction of the defect or replacement delivery, whichever we prefer. In the case of correction of the defect we are obliged to bear all of the necessary expenses required for such correction, in particular transport costs, route costs, work costs and material costs, provided these do not increase as a result of costs associated with transferring the goods for sale to another location than that of the place of performance.
- If the attempted subsequent performance fails to bring about the desired improvement, the buyer is entitled to choose between withdrawal from the contract or a corresponding price reduction. Unless otherwise agreed in connection with the following paragraphs (f-g), all further claims of the buyer - regardless of their legal basis - are excluded. We do not therefore accept liability for damages not incurred by the delivery item itself. In particular, we accept no liability for loss of profits or for other financial loss suffered by the buyer.
- If the damage was caused wilfully, or if it was due to gross negligence, we accept liability in terms of the statutory provisions. This also holds if the buyer, in the event of the absence of a guaranteed attribute, opts for compensation instead of performance.
- If we can be shown to have wilfully neglected an essential contractual obligation, the liability is limited to typical damage for this type of contract. Otherwise liability is excluded in accordance with e). An "essential" contractual obligation in the sense of these General Terms of Business can always be spoken of if we culpably violate intentions that the buyer may reasonably trust in us to fulfil, they moulding the character of the contract.
- The warranty period is 12 months, beginning as from the date of transfer of risk.
- The period of limitation in the event of redress against delivery in accordance with sections 5 478 and 5 479 of BGB remains untouched; it amounts to 5 years beginning as from the date of delivery of the defective item.

9. Industrial Property Rights and Copyright / Legal Shortcomings

- a) Unless some other agreement has been reached, we are solely obliged to make delivery in the country of destination free of industrial property rights and the copyright of a third party (hereinafter referred to as intellectual property rights).
- b) Should a third party raise justified claims against the buyer on the basis of violation of intellectual property rights in connection with used deliveries made by us according to contract, we will choose between acquiring, at our own cost, a right of use for the deliveries in question, or to alter our deliveries such that the intellectual property rights are no longer violated, or replace the deliveries. If none of these options proves possible under acceptable conditions, the buyer is then entitled to withdraw from the contract or to demand a price reduction.
- c) As regards compensation obligations, the above-mentioned procedure in connection with material defects applies accordingly.
- d) The above-mentioned obligations only apply if the buyer notifies us immediately in writing as to the enforcement of claims by the third party, if the buyer does not express recognition of such violation and if we retain every scope to defend ourselves against such accusations and to negotiate the matter. If the buyer discontinues to make use of the deliveries for reasons of minimization of damage, or for other for important reasons, he/she/it is required to notify the third party that this discontinuation is not to be regarded as recognition of a violation of intellectual property rights.
- e) Claims of the buyers are excluded if he/she/it is answerable for violation of intellectual property rights.
- f) Claims of the buyer are also excluded if the violation of intellectual property rights are associated with special guidelines made by the buyer, by utilization not foreseen by us, or by the alteration of our deliveries by the buyer, or their use together with other products not delivered by us.
- g) In the event of other legal shortcomings the regulations on warranty for material defects apply accordingly. Claims of the buyer that are farther-reaching, or other, than those regulated under this point and are directed against us, or our vicarious agents, on the basis of legal shortcomings, are excluded.

10. Other Compensation Claims

- a) Any farther-reaching liability for compensation than that foreseen in the above-mentioned terms is excluded, regardless of the legal nature of such claims. This holds especially for compensation claims for culpa in contrahendo, for other breach of duties and for material claims for liability in tort in accordance with section § 823 of BGB.
- b) To the extent that compensation liability is excluded or restricted for us, this also applies to the personal compensation on liability of our workers, employees, representatives and vicarious agents.
- c) Our liability is at any rate limited to replacement of typical and foreseeable contract-related damage. Claims of the customer against us for replacement based on contract-penalty entitlements of the customer's buyer are in no way either foreseeable or contract-typical for us in the above sense. We are entitled at all times to provide proof of a lower level of damage incurred.
- d) If the damage suffered by the customer in the damage circumstances is covered by an existing insurance contract concluded by the customer, we are only liable for any associated disadvantage incurred by the customer, e.g. higher insurance premiums or detrimental interest until regulation of the damage matter by the insurance company.
- e) The above cases of exclusion and limitation of liability do not apply to damage in the form of loss of life, loss of limbs or loss of health that are attributable to deliberate or negligent failure on our part, or on the part of one of our legal representatives or vicarious agents, to satisfy binding obligations. Nor do the above cases of exclusion and limitation of liability apply to other damage due to deliberate or grossly negligent failure on our part, or on the part of one of our legal representatives or vicarious agents, to satisfy binding obligations, or to damage due to the absence of a guaranteed characteristic or attribute, or to deceitful withholding of information relating to a defect or shortcoming. The above-mentioned cases of exclusion of liability also fail to apply to claims in accordance with sections § 1 and § 4 of ProdHaftG [Product Liability Act].

11. Rights to Tools and Software

- a) In reimbursing the share of costs for tools the buyer thereby acquires no rights with respect to these tools.
- b) The buyer has non-exclusive right of use for software delivered by us in terms of the agreed performance characteristics, in unaltered form and in connection with the agreed equipment. The buyer is authorized to make two backup copies without requiring an explicit agreement.

12. Final Provisions

- a) This contract, as well as the entire legal relationship between the parties, is subject to the law of the Federal Republic of Germany, to the exclusion of UN purchase law (CISG).
- b) The place of performance for all duties and obligations arising from this contractual relationship is our registered place of business.
- c) The sole place of jurisdiction for all disputes arising from this contractual relationship, whether directly or indirectly, is either our registered place of business or that of the buyer.
- d) Should individual provisions of these Terms of Sale prove to be invalid, whether at present or at some future date, or should there prove to be an omission, this will not affect the remaining provisions.

In accordance with section § 26 of BDSG [German Data Protection Law] we draw the attention of the buyer to the fact that we will be storing personal data relating to him/her/it.