

We confirm your order subject to the exclusive application of our general terms and conditions of sale.

§ 1 Application

- (1) These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
- (2) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.
- (3) These terms and conditions of sale shall only apply vis á vis entrepreneurs, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code).
- (4) These terms and conditions of sale apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as "goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 651 BGB).
- (5) Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these terms and conditions of sale. The content of such agreements shall be governed by a written contract or our written confirmation.
- (6) Legally relevant declarations and notifications to be made to us by the purchaser after conclusion of the contract (e.g. setting deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing in order to be effective. This also applies in particular in the event that the purchaser requests changes after the order confirmation. These only become effective if we accept them and confirm them in writing. If these change requests lead to a change in the delivery period, this will change according to our specifications. If additional costs arise from the change requests, the purchaser must confirm in writing that he will assume the additional costs and accept the change to the order. If this confirmation is not given, we can reject the change requests without this affecting the validity of the contract.

§ 2 Offer, Acceptance

- (1) Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - for which we reserve ownership rights and copyrights.
- (2) Insofar as the order constitutes an offer within the meaning of § 145 BGB we are entitled to accept the offer within two weeks. The acceptance can be explained either in writing (e.g. by order confirmation) or by delivery of the commodity to the buyer

§ 3 Prices, Payment

- (1) Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon
- (2) The purchase price is due and payable net within 30 days from the date of the invoice. From the due date default interest in the amount of 9 % above the respective base interest rate p. a. shall accrue. We reserve all rights to claim further damages for delay.

§ 4 Offset, Right to Retain

The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

§ 5 Delivery period, delay in delivery, delay in acceptance

- (1) Delivery is conditioned upon timely and proper performance of all duties of the purchaser. This includes in particular the timely fulfilment of our purchase price claim. Defences based on non-performance of the contract are reserved.
- (2) The delivery period shall be agreed individually or specified by us upon acceptance of the order.
- (3) If we are unable to comply with binding delivery periods for reasons for which we are not responsible (non-availability of the service), in particular if these are changes requested by the buyer after the order confirmation, we shall inform the buyer of this immediately and at the same time inform him of the expected new delivery period. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part. The case of non-availability of the service in this sense shall in particular be deemed to be the non-timely self-delivery by our supplier if we have concluded a congruent hedging transaction. Our statutory rights of rescission and termination as well as the statutory provisions governing the performance of the contract in the event of exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected. The Buyer's rights of rescission and termination pursuant to § 8 of these General Terms and Conditions of Sale shall also remain unaffected.
- (4) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the purchaser is required. If we are in default of delivery, the buyer may demand compensation for the damage caused by the delay. We reserve the right to prove that the buyer has suffered no damage at all or only a significantly lower damage.
- (5) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.

§ 6 Delivery, Passing of Risk, Shipment

- (1). Delivery shall be ex warehouse, where the place of performance is. At the request and expense of the Buyer, the goods shall be dispatched to another destination (sale by delivery). Unless otherwise agreed, we shall be entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) ourselves.
- (2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover, even if partial deliveries are made or if we have assumed responsibility for other services such as shipping costs or delivery and installation, instruction, acceptance or training at the Buyer's location. In the event that acceptance is agreed, it must be carried out immediately on the acceptance date, alternatively after our notification that the goods are ready for acceptance. The purchaser may not refuse acceptance in the event of an insignificant defect.

(3) If the goods are dispatched at the request of the buyer, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the time of dispatch.

§ 7 Retention of Title

(1) We retain title to the goods until receipt of all payments in full. In the event of breach of contract by the purchaser, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of retention of title. The demand for surrender does not at the same time include the declaration of withdrawal; we are rather entitled only to demand surrender of the goods and to reserve the right to withdraw from the contract. If the purchaser does not pay the due purchase price, we may only assert these rights if we have unsuccessfully set the purchaser a reasonable deadline for payment beforehand or if such setting of a deadline is superfluous according to the statutory provisions.

(2) The purchaser shall handle the goods with due care and maintain suitable insurance for the goods.

(3). As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances. The goods subject to retention of title may not be pledged to third parties nor transferred by way of security until the secured claims have been paid in full.

(4) The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

(5) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed the manufacturer. If the ownership rights of third parties remain in force in the case of processing, mixing or combining with goods of third parties, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(6) Insofar as the above securities exceed the secured claim by more than 10 %, we are obligated, upon our election, to release such securities upon the purchaser's request.

§ 8 Warranty

(1) Precondition for any warranty claim of the purchaser is the purchaser's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).

(2) The basis of our liability for defects is above all the agreement reached on the property of the goods. All product descriptions which are the subject of the individual contract shall be deemed to be an agreement on the property of the goods; it makes no difference whether the product description originates from the manufacturer or from us or is based on requirements of the buyer.

(3) Insofar as the quality has not been agreed, it shall be assessed according to the statutory provisions whether a defect exists or not (§ 434 Para. 1 S 2 and 3 BGB). However, we assume no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

(4) Warranty claims shall be time-barred after 12 months of the passing of risk. The aforementioned limitation periods of the sales law also apply to contractual and non-contractual claims for damages of the buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act shall remain unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively to the Buyer's claims for damages pursuant to § 9. If a defect becomes apparent during the inspection or later, we must be notified of this immediately in writing. The notification shall be deemed immediate if it is made within two weeks, whereby the timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to examine and give notice of defects, the purchaser must notify us in writing of obvious defects (including incorrect and short delivery) within two weeks of delivery, whereby here too the timely dispatch of the notification is sufficient to meet the deadline. If the Buyer fails to properly inspect the goods and/or to notify us of any defects, our liability for the defect not notified shall be excluded.

(5) In case of non-conformity of the goods the purchaser is entitled to alternative performance in the form of subsequent improvement or delivery of conforming goods. If such alternative performance has failed, the purchaser is entitled to reduce the purchase price or to withdraw from the contract.

(6) The purchaser must give us the time and opportunity required for the owed subsequent performance, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us in accordance with the statutory provisions.

(7) We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect actually exists. If, however, a request by the purchaser to remedy a defect turns out to be unjustified, we may demand reimbursement of the resulting costs from the purchaser.

(8) In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the purchaser has the right to remedy the defect himself and to demand compensation from us for the objectively necessary expenses. We must be informed immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse corresponding subsequent performance in accordance with the statutory provisions.

(9) If the supplementary performance has failed or if a reasonable period to be set by the purchaser for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the purchaser may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

(10) Claims of the buyer for damages or reimbursement of futile expenses exist only in accordance with § 9 and are otherwise excluded.

§ 9 Liability

- (1). In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.
- (2) Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.
- (3) Any liability not expressly provided for above shall be disclaimed.

§ 10 Use of our software, Intellectual property rights

- (1) Insofar as the delivery contains software, we grant the purchaser a non-exclusive right to use the delivered item including its documentation. The software is provided for exclusive use on the object of purchase intended for this purpose. Use of the software on more than one system is prohibited. The customer may not copy, revise, translate or convert the software from the object code to the source code. The purchaser undertakes not to remove or alter any trademark rights or references to our company without our prior express written consent. All other rights to the software and the documentation including copies shall remain our intellectual property and shall not pass to the buyer. The buyer is not permitted to grant licenses of any kind.
- (2) We reserve the property rights and copyrights to our samples, templates, drafts, illustrations, drawings and the like, whether in physical or non-physical form in electronic form or non-electronic form. These may not be made accessible to third parties. We undertake to make information and documents designated as confidential by the buyer accessible to third parties only with the buyer's consent.
- (3) All rights which arise or may arise in connection with the execution of the order, whether as a result of the Buyer's cooperation or other circumstances which arise or may arise in connection with the execution of the order, shall be our exclusive property. If necessary, the buyer agrees already now to a possibly necessary transfer of rights. If a legal act or registration is necessary, the buyer agrees to this now and will provide any necessary assistance if this becomes necessary.

§ 11 Applicable law, Jurisdiction

- (1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the registered office of our company.