

Terms and Conditions of Delivery and Payment

I. General provisions - Scope

- (1) The following General Terms and Conditions (“GTC“) shall apply in principle for all business relations which we undertake with entrepreneurs, legal entities under public law and special funds under public law (“Customer”).
- (2) Any deviating, conflicting or additional GTC shall not become part of the contract, even when known unless we have expressly agreed to their validity in writing. Contractual fulfilment by us shall not replace the written confirmation.
- (3) Our GTC shall apply for all future business with the customer. The version valid at the time of conclusion of the contract shall be authoritative.

II. Offer, order and conclusion of contract; Return costs

- (1) Dimensions, weight and quality information, illustrations and drawings which are part of the offer are only binding in terms of the quality or quantity deviations which are customary in the trade.
- (2) In case of special orders we reserve the right to deliver short on quantity or excess quantity up to 10% or at least one unit of the order quantity.
- (3) Orders must be placed in writing. A contractual commitment arises with our written order confirmation or by executing the order. Our previous offers are not binding.
- (4) We reserve all property rights and copyright to drawings, cost estimates and other documents which we supply to the customer with an offer. They shall not be made accessible to third parties without our explicit permission.

- (5) If, due to a rescission, there is a return of standard parts, the costs of shipping will be charged to the customer. We generally charge 10% of the product value as redemption costs, but at least € 50; unless the customer can prove that the actual redemption costs are lower. We reserve the right to claim higher redemption costs.

III. Prices, conditions of payment

- (1) Our prices are net prices and ex works, excluding freight and/or shipping costs, customs, insurance and other ancillary costs. VAT is not included in the price and shall be charged at the legal rate. We are entitled to request a reasonable advance before execution of the contract.
- (2) We reserve the right to adjust remuneration reasonably, if after conclusion of the contract there are cost reductions or increases, in particular of labour costs due to labour agreements or due to changes in the price of materials. We shall substantiate the changes at the request of the customer. In the event of an increase of 20% or more of the agreed price, the customer shall have the right to withdraw from the contract. The right must be immediately asserted after receiving notification of the increase in price.
- (3) Net payments must be made to our account within 30 days after receipt of the invoice unless otherwise agreed in writing. The deadline for outstanding payments which are not being made in cash is only met when said outstanding payment has been received in our account and not by carrying out the necessary payment.
- (4) The customer shall only have a right of retention because of claims which are res judicata, uncontested, acknowledged by us or due for judgement. The same shall apply to the withholding of payments due to counter claims or the right to offset.

IV. Contract execution and time of delivery

- (1) Deliveries shall take place “ex works”. The risk of accidental destruction or accidental deterioration of goods shall pass to the customer upon delivery of the goods to the carrier, shipper or the person or establishment otherwise responsible for shipment. We are entitled, but without explicit instructions, not obliged, to insure deliveries in the name and on behalf of the customer. In the event of transport damage, the customer must immediately submit a report of the situation to the competent authorities and notify the supplier. If the shipment is delayed due to circumstances the customer is responsible for the risk of accidental destruction and accidental deterioration shall pass to the customer upon receipt of the notification of readiness for shipment. In the case of data transmission, the risk of loss and accidental deterioration shall pass to the customer with the dispatch of the data.

- (2) If a default in acceptance by the customer leads to a delay in delivery, the customer must pay us the customary storage costs for the duration of the delay. In addition, we are entitled to insure the goods appropriately at the costs of the customer.

- (3) We are entitled - where this is reasonable - to carry out partial deliveries and services as well as to fulfil our contractual obligations prior maturity.

- (4) Compliance with the agreed delivery and call dates requires the timely submission of the documents, consents and approvals to be procured by the customer as well as compliance with the agreed payment conditions and other obligations by the customer. If these requirements are not met on time, the deadlines and dates shall be extended appropriately as far as we are not responsible for the delay.

- (5) If delivery period are stated by us and are made the basis for the awarding of the contract, such periods shall be extended in the case of strikes, force majeure and other disruptions for which we are not responsible, by the duration of the delay. The same shall apply if the customer does not fulfil any contribution obligations.

V. Reservation of title

- (1) We retain title to all delivery and service items (retained goods) until receipt of all payments from the business relationship, even if the specific goods have already been paid for. Our retention includes in addition to the full payment of the agreed remuneration including VAT also interest and other incidental expenses, such as shipping costs to be paid by the customer.
- (2) In the event of seizures or other interventions from third parties, the customer must immediately inform us. Assignments as guarantees, pledging and other dispositions regarding retained good jeopardising our rights are not permitted to the customer.
- (3) If the customer's actions are contrary to the contract, in particular in the case of delayed payment, we shall be entitled to reclaim the retained goods. This reclaim constitutes a withdrawal from the contract. We are entitled to realise the retained goods after reclaiming them. The proceeds thereof shall be offset against the customer's liabilities, minus reasonable costs.
- (4) Any processing or transformation of retained goods by the customer shall always be carried out for us. If the retained goods are processed with other items which are not our property, we shall require ownership of the new item in a relation which reflects the proportion of the value of the delivered item (final invoice sum including VAT) to the other processed items at the time of processing. If retained goods are inseparably bound, blended or mixed with other items which are not our property, we shall acquire co-ownership of the new item in a relation which reflects the proportion of the value of the delivered goods (final invoice sum including VAT) to the other bound, blended or mixed items at the time of the binding, blending or mixing. If the binding, blending or mixing takes place in such a way that the customer's item is seen as the main item, it is agreed that the customer shall transfer proportionate co-ownership to us. Otherwise the same shall apply for the new item resulting from the processing, binding, blending and mixing, as it does for the delivered goods under reservation of title.

- (5) We shall undertake to release securities due to us at the request of the customer insofar as the realisable value of said securities exceeds the debt to be secured by more than 10%. The securities to be released will be chosen by us.

VI. Guarantee, Liability for damages

- (1) We shall ensure that the contractually agreed service features are fulfilled and meet the contractually agreed service scope.
- (2) If there is a defect of the delivery or service item at the time of the transfer of risk, we reserve the right to choose the type of rectification of defect at our reasonable discretion.
- (3) The assertion of guarantee claims requires that the customer has immediately and properly complied in writing with his obligations with regards to inspection and notification according to § 377 HGB (German Commercial Code). Timely dispatch shall be sufficient for the timeliness of the complaint. The customer shall bear the full burden of proof for all prerequisites, in particular for the defect itself, the time of discovery of the defect and the timeliness of the complaint.
- (4) Performance claims shall be excluded as soon as the customer has demanded compensation for damages instead of performance.
- (5) We shall be liable according to statutory provisions if the customer claims damages which are based on intent or gross negligence, including intent or gross negligence on the part of our legal representatives or agents. If we are not accused of any intentional or grossly negligent contractual breach, the liability for damages is limited to foreseeable, typically-occurring damage.

- (6) We shall be liable according to statutory provisions provided we have culpably breached a contractual obligation. This shall apply especially in case of infringements of rights which are to be awarded to the customer according to the content and purpose of the contract, and in case of obligations whose fulfilment primarily allows the proper execution of the contract and on the adherence to which the customer regularly relies or may rely. In this case the liability for damages shall be limited to the foreseeable, typically-occurring damage. We shall not be liable for slightly negligent breaches of negligible contractual obligations.
- (7) The liability for culpable damage to life, limb or health shall remain unaffected. This shall also apply to the mandatory liability under the Product Liability Act or in the absence of a guaranteed quality.
- (8) Unless previously otherwise stipulated, the liability is otherwise excluded. The limitation period for claims based on defects is one year from the statutory beginning of the limitation period. The one-year limitation period for claims shall not apply if we are guilty of gross negligence or in the event of injury to limb or health, or the loss of life of the customer attributable to us. Otherwise, the statutory provisions on limitation shall apply. Our liability under the Product Liability Act shall remain unaffected.

VII. Total liability

- (1) Any liability for damages further to Section VI is excluded, regardless of the legal nature of the asserted claim. This shall apply in particular for damage claims arising from culpa in contrahendo, from other contractual infringements or from any tortuous claims for property damage according to § 823 BGB (German Civil Code).
- (2) The limitation according to (1) shall also apply if the customer demands compensation for useless expenditures instead of claiming compensation for damages in place of performance.

- (3) To the extent that the liability for damages against us is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and agents.

VIII. Termination

- (1) If one contracting party fails to fulfil its contractual obligations, even having being granted a reasonable extension, the other contracting party shall be entitled to terminate a contract for good cause without observing a notice period. The termination notice must be made in writing. In the case of insignificant contractual breaches, termination is excluded.
- (2) In the case of termination by the customer, the customer is obliged to pay the agreed remuneration according to § 649 BGB (German Civil Code).

IX. Final provisions

- (1) The law of the Federal Republic of Germany shall apply. The 1980 United Nations Convention on Contracts for the International Sale of Goods, as well as other regulations on conflict of laws, shall not apply.
- (2) The place of performance as well as the place of jurisdiction, irrespective of the legal grounds, for all present and future claims from the business relationship shall be the head office of our company. We are entitled, however, to take legal proceedings against the customer at their place of business or at any other permitted place of jurisdiction.
- (3) Should individual provisions of this contract with the customer including these GTC be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced with a provision, which best approximates the economic achievement of the invalid provision. The same shall apply if the contract contains any omissions.

as at August 2013