

## Terms and Conditions of Sale

### ARTICLE 1: GENERAL REMARKS

1. Our Terms and Conditions of Sale apply to all contracts signed by us, even if in the case of permanent business connection later reference is not made.
2. The following terms are considered to be accepted, provided that no different agreements have been made in writing. Deviations from our conditions, including those imprinted on order forms, are valid only if accepted by us in writing.
3. Contracts require our written confirmation. Agreements made by phone or orally are binding only if confirmed by us in writing.
4. The customer agrees that we will, within the meaning of Federal Data Protection Act, use the data obtained from him in the course of business relations for our own business purposes only.

### ARTICLE 2: OFFER

1. Our offers concerning delivery and payment are not binding. We reserve the right to make minor modifications in design and technology.
2. The documents attached to our offers, such as photos, illustrations and indications of weights and measures, represent guide values if they have not been explicitly declared binding.

### ARTICLE 3: PRICES

1. The Prices are in Euro. If no other agreements have been made, they are valid ex works, excluding packing.
2. VAT as stipulated by law will be added to the prices. It is indicated separately on the invoices, which are made out in Euro.

### ARTICLE 4: PAYMENT

1. Our invoices are payable either within 10 days from the date of invoice with a 2% discount or within 30 days net, whereby default and expiration come about on the 31st day, without further reminder. With new business connections or in the case of unfavourable references, we reserve the right to ask for cash on delivery or payment in advance.
2. In case of delayed payment, we will charge the usual default interest at a rate of least 8% above the rate stipulated by the European Central Bank. This does not exclude further claims of compensation for loss occasioned by delay.
3. Bills of exchange and cheques can only be accepted in the case of special agreements and as means of payment. The customer shall bear all costs connected with and caused by such bills of exchange and cheques. Liability will not be assumed for protests in due cause.
4. In case of non-compliance with our terms of payment or under circumstances that are apt to diminish the creditworthiness of our customer subsequently, all of our claims become due immediately. This applies especially to suspensions of payment, or if an application for the institution of composition or bankruptcy proceedings on the customer's property has been made.
5. All costs caused by default of payment, such as dunning charges, collection charges and the like are charged to the customer. It is not allowed to withhold payments or to set off possible counterclaims against us that we have contested or not yet recognised by declaratory judgement.

### ARTICLE 5: DELIVERY TIME

1. Our delivery times are binding only if we have confirmed them explicitly in writing.
2. The delivery time is accordingly prolonged in case of measures in the frame of labour disputes, especially strikes or lock-outs as well as the occurrence of unexpected obstacles outside our influence, such as accidents involving fire or water damage or similar incidents, insofar that such obstacles have a provable effect on the completion and delivery of the goods. This also applies to circumstances occurring to suppliers and sub-contractors. We do neither assume the responsibility for such circumstances in the case of previous default. We will notify the customer as soon as possible about the beginning and the end of such incidents. In case of final impossibility or inability due to such reason we are released from any supply commitments.
3. If the customer suffers damage due to a delay caused by us, he is entitled to demand compensation for this default, any further claims being hereby excluded. It amounts to 0,5% for every full week of delay for the entire consignment, or max. 5% for those parts of the consignment that can, due to the delay, not be used correctly or as intended by the contract.

### ARTICLE 6: RISKS AND SHIPMENT

1. The risk transferred to the customer with the dispatch or handing-over of the goods to the shipping-agent. This also applies to part-delivery and to those cases in which we have accepted other obligations, such as payment of shipping costs or transportation or instalment.
2. If shipment is delayed due to circumstances that are caused by the customer, the risk transferred to him from the date on which the goods are ready for shipment.
3. If the customer so wishes, the consignment can be insured through us according to the customer's instructions.
4. In order to be acknowledged, transport damages require a certificate to be issued by the shipping-agent and to be sent to us immediately. This does not imply our liability for any transport damages.
5. Regardless of the guarantee given in ARTICLE 7, the goods delivered must be accepted by the customer, even if they have minor defects.
6. Part-delivery is admissible.

### ARTICLE 7: GUARANTEE

1. The customer has to check our supplies and performances for possible defects immediately upon receipt. If defects are discovered, they should be put reported immediately in writing, but no later than 10 days after receipt.
2. In case of a defect that cannot be detected during the immediate check, the complaint in respect of the defect has to be filed immediately upon its discovery.
3. We warrant for defects occurring within 12 months from passing of the risk if they are due to a circumstance lying before the passing of the risk, including missing features that have been guaranteed, and that in such a way that we remedy defects by rectification or by replacing the subject delivered or parts thereof, according to our reasonably exercised discretion. We furthermore decide according to our reasonably exercised discretion whether the defect part or unit is to be returned for repair and will then be sent back, whether the part has to be kept at our disposal or whether we will send a technician to the customer to carry out the repair. Returns by the customer are only admissible with our written order. We can meet the customer's request if he insists that warranty works are to be carried out at a specific place, in this case the parts will be supplied under warranty free of charge while working time and travelling costs will be charged at our standard rates.

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4. The customer's right to assert a claim under warranty will in any case become statute-barred after 12 months from the notification of defect in due course, yet not before the expiration of the limitation period for buyers in actions for breach of warranty.
5. The customer has to grant us a reasonable time and occasion to make all improvement works and/or supply replacement that turn out to be necessary. If this denied, we will be exempted from our liability for defects.
6. The liability for defects neither applies to natural wear, nor to damages caused after passing of the risk due to faulty or negligent handling or excessive use.
7. Any improper modification or repair works carried out by the customer or a third party without previous written consent will relieve us of the liability for any consequences thereof.
8. If the operation and maintenance instructions supplied by us are not followed, if parts are replaced or consumer materials used which do not correspond to the original specification, the warranty will be nullified if the customer does not contradict a corresponding substantiated claim that one of these circumstances has caused the defect.
9. Any further claims by the customer are excluded, above all claims for the reparation of damages not occurred on the subject delivered. This exclusion of liability does not apply to cases of intent or gross negligence by the owner or an executive or to cases subjected to warranty for defects of the subject delivered because of personal injury and damage to property according to the product liability law. It does neither apply to missing features that have expressly been guaranteed if it was the purpose of such a guarantee to protect the customer from damages not being caused on the delivered subject itself.
10. Used goods are sold under exclusion of liability, i.e. we reject any warranty for inherent or hidden defects.

### ARTICLE 8: PROPERTY RESERVATION

1. We reserve property of the goods supplied by us until receipt of all payments from the delivery contract. In case of a violation of the contract, above all in case of default, we are entitled to repossess and the customer is obliged to hand out the goods supplied. Our repossession or seizure of the goods does not imply the withdrawal from the contract, if not explicitly declared in writing, unless the Statute Covering Installation Sales does apply. The customer is obliged to notify us immediately in the case of seizure or similar measures.
2. The customer is entitled to sell the goods delivered in the ordinary course of business. But at this point in time he transfers to us all claims involved with any possible rights resulting from the resale to his client or any third person, regardless whether the goods supplied are sold without or after processing. The customer is entitled to collect due sums even after such a transfer. This, however, does not limit our right to recover the debts ourselves. But we undertake not to recover these debts, as long as the customer complies with his obligations of payment. We are entitled to demand from our customer information about the claims transferred, about his debtors and about all details being necessary for the seizure of these claims, that he surrenders the corresponding documents and that he informs his debtors about the transfer. If the goods supplied by us are resold along with other goods, the customer's claim against the buyer is considered to be transferred in the amount of our delivery price.
3. The customer will carry out processing and modification of reserved goods exclusively for us. If the reserved goods are processed along with other goods that are not our property, we acquire proprietorship of the newly constructed object to the proportion of value of our reserved goods as compared to the other articles processed in the new item at time of its production. That which applies to reserved goods also applies to the processed reserved goods.
4. During the reservation of ownership, the customer is obliged to insure the goods supplied against damages resulting from theft, robbery, water, fire or other such hazards and to inform us accordingly. If he fails to do so, we are authorised to insure the goods ourselves at the customer's expense.
5. If payment is effected and liability assumed by a bill of exchange made out by the customer, any property reservation along with special agreements or other securities to cover such payments shall not expire until payment of the bill of exchange by the drawee.
6. We bind ourselves to release all securities due to us if their value exceeds the claim to be secured by than 20%, provided they have not yet been settled

### ARTICLE 9: LIABILITY

1. Our liabilities conform exclusively to the agreements made under these provisions. Additional claims for damage, on whatever legal grounds, are excluded.

### ARTICLE 10: TECHNICAL CHANGES

We reserve the right to make technical changes at any time. We are, however, not obliged to make such changes to products already delivered.

### ARTICLE 11: PACKING

We take back our packing materials-regardless of which kind- so long as they are type-specifically separated and returned carriage paid.

### ARTICLE 12: APPLICABLE LAW AND JURISDICTION

1. These terms of business and legal transactions between us and our customers are exclusively subject to the laws of the German Federal Republic. We explicitly exclude the applicability of any other international purchase laws.
2. In cases of doubt, the German version of our terms of delivery and sales are decisive.
3. The place of delivery and payment is Waiblingen. In all legal disputes arising from contractual relationship, if the customer is a registered merchant, a legal person under public law or a Special Fund under public law, any proceedings must be instituted in the court having jurisdiction over us. We are, however, entitled to institute proceedings at the customer's domicile.