

GENERAL TERMS AND CONDITIONS

1. Orders:

Our deliveries and services are provided exclusively on the basis of the current terms and conditions. Our terms and conditions shall also apply even if, being aware of conflicting conditions or conditions diverging from our purchasing conditions, we accept delivery without reserve. The standard business or purchasing terms of our customers are only effective if we recognise them in writing. Customers shall accept our conditions no later than the time of receipt of our delivery or service without other reservations. Our terms and conditions also apply to all future business transactions with the respective customer. Our terms and conditions shall only apply with respect to companies as defined by § 310 para. 1 BGB (German Civil Code).

Our offers are non-binding. Agreements, even collateral agreements, are only effective upon our confirmation, which may be issued in writing, electronically or in text form. For the latter text, provided it is established beyond doubt that we have sent the message, the signature requirement may be waived.

We retain ownership and copyright to cost proposals and other documents without limitation. These must not be made accessible to third parties and, in the event that no order placement transpires, must be returned on request.

Call orders are to be called up and taken in the agreed amounts and according to the agreed time frame. If call orders do not include any agreement regarding duration, product lot amounts or acceptance dates, we shall be entitled to demand a binding agreement on these points no later than 3 months after the order has been confirmed. If the customer fails to comply with the purchase obligation within three weeks of the acceptance date, we shall be entitled to withdraw from the contract and claim for damages if the statutory prerequisites are met.

2. Prices:

All prices are stated in Euros plus the respective statutory value-added tax.

The prices are quoted ex-works; excluding packaging, shipping costs, installation and assembly.

Prices apply corresponding to the currently valid price lists at the time of concluding the contract. If more than four months have elapsed between conclusion of contract and delivery and price changes have occurred in the meantime, we shall be entitled to adapt our prices accordingly.

3. Period of delivery and performance:

Delivery deadlines are generally non-binding. In particular, delivery deadlines agreed upon as binding commence with conclusion of the contract. The start of a delivery deadline is contingent on having all technical questions clarified, and above all, the timely and proper fulfilment of obligations on the part of the customer, particularly the receipt of all documents and information required for order processing purposes. A delivery deadline shall cease to apply if the customer is in considerable default of payment for this or other deliveries. In all cases in which a delivery deadline no longer applies, the risk of accidental loss or accidental deterioration shall pass to the customer from the point in time at which such delay or other

infringement begins. Changes to orders which are made at the request of customers, shall involve a revised delivery deadline, effective from the time we confirm the order amendment.

Compliance with a delivery deadline assumes correct and prompt delivery from our supplier. For a binding delivery deadline or otherwise in the event of delay, we shall be liable in accordance with the statutory provisions. To the extent legally permitted, liability for damages with respect to the customer is excluded. We shall be entitled to set the customer a reasonable deadline within which to exercise the right of rescission. Upon expiry of this deadline, any right of rescission due to non-compliance with a binding delivery deadline or other delay for the customer is excluded. The burden of proof concerning the non-compliance with a mandatory and binding delivery deadline or any delay otherwise caused shall be in accordance with the statutory provisions.

If the customer claims compensation due to non-compliance with a binding delivery deadline or delay, he/she shall be entitled, within the scope afforded by flat-rate compensation, to claim compensation amounting to 0.5% per completed month in which the delivery deadline was missed or delayed, but not exceeding 5% of the purchase price, for the portion of the delivery, which could not be put into service by the customer due to the missed delivery deadline or delay caused. This shall not affect the customer's other legal claims and rights.

If the customer is in default of acceptance or otherwise culpably infringes his/her cooperation obligations, we shall be entitled to claim compensation for any damage suffered in this respect, including additional expenses, if any. We reserve the right to exercise further claims. Within the scope afforded by flat-rate compensation, we also reserve the right to exercise claims for warehousing charges amounting to 0.5% of the invoiced amount for each month, or part thereof, to a maximum 5% of the gross purchase price; it is incumbent on us to supply proof if exercising claims for any further or higher damages. Our further legal claims and rights shall remain unaffected.

4. Delivery, transfer of risk and contract modification

In the event of inability to make a delivery for which we are responsible, the scope of compensation the customer is entitled to claim is limited to 10% of the value of the respective portion of the delivery, which could not be put into service due to the non-delivery, unless compulsory statutory provisions contradict this limitation of liability. The right of the customer to withdraw from the contract remains unaffected. The normal legal regulations govern the burden of proof in these cases.

Where feasible, we shall be entitled to make partial deliveries, which are intended as part-performance of previously concluded contracts. Where feasible and reasonable for the customer, appropriate partial deliveries as well as deviations (max. +/10%) from the order quantities shall be permitted, unless the customer shows this would impinge on its own considerable conflicting interests.

If unforeseeable circumstances severely affect the services we provide or have a severely detrimental effect on our business, either party may request an appropriate contract modification from the counterparty. If said contract modification is unacceptable for one party for economic reasons, said party shall be entitled to withdraw from the contract. If one party wishes to exercise this right, it shall notify the counterparty immediately. Any appropriate extension of the delivery period which may have been stipulated under such circumstances shall be invalidated.

In principle, we agree to provide the delivery

"ex-works". Dispatching takes place at the risk of the recipient. Where requested by a customer, transport insurance shall be taken out to cover the deliveries; any costs thereby incurred shall be borne by the customer. We shall be entitled to select the mode of dispatch, within reasonable discretion, without accepting liability for the same.

5. Payment terms

Payments are to be made without deductions. Unless otherwise agreed, the price shall be due for payment within 14 days of the invoice date. The statutory regulations concerning payment delay shall apply accordingly.

If, upon concluding the contract, the customer fails to comply with the agreed payment terms or those regulated herein or we become aware of circumstances which are likely to endanger the ability of the customer to provide service due to deficient performance capacity, we shall be entitled to refrain from providing our service and request advance performance or collateral security from the customer. In this case, we shall be entitled to determine a deadline for the customer to perform the advance service or submit collateral security. In the event of the deadline expiring fruitlessly, we shall be entitled to withdraw from the contract.

The customer may only set off payments against such claims, where said claims are undisputed or determined as legally effective. The customer shall only be entitled to exercise a right of retention, if his/her counter-claim is based on the same contractual relationship.

6. Retention of title

Pending payment in full of any claims we have against the customer, including all accessory claims in the event of repeated or ongoing business connections, the merchandise remains our property (reserved goods).

If our ownership expires due to processing, combination, intermingling or resale, the customer shall transfer ownership rights to us with immediate effect for the new product, the new item or the claim resulting from the same within the scope of the invoiced value of the reserved goods.

The customer may sell the reserved goods in a normal business transaction, provided the receivables generated from such resale are transferred to us in accordance with the above regulations. The customer is not entitled to any other disposals, particularly security transfers or pledging, etc.

At our request, the customer is obliged to inform its own customers immediately of the assignment to us and to provide us with the information and documents required for collection. In the event of any impairment, the customer must inform us immediately.

We shall be entitled to withdraw from the contract and demand the return of the goods in the event of a contractual infringement by the customer, namely due to payment default or infringement of the provisions governing the retention of title.

7. Liability for defects

In the event of defects of our products, we shall initially resolve the matter, at our discretion, by rectification of the defect or replacement delivery.

If the rectification of the defect is unsuccessful, despite multiple fruitless attempts or once a reasonable deadline allowed for the same has expired, the customer may at his/her discretion, request a reduction in price or withdraw from the contract.

No liability is accepted for defect claims due to normal wear and tear, or any damage caused by improper or careless handling, excessive stress, inappropriate operation etc. as well as the impact of any factors not provided for in the current contract, provided said damage is not attributable to fault on our part.

Defect claims cannot be reassigned to third parties without our prior written consent. If the time limit for exercising defect liability claims expires, no further defect liability claims shall be accepted.

To the extent permitted by law, the parties agree that the time-limit for defect claims shall be twelve months, to be calculated from the passing of risk. The delivery regress shall be handled in accordance with the statutory provisions.

Defects must be reported by the customer in writing. Under such circumstances, the scope of the legal right of retention of the customer, where the existence of defects is undisputed, shall be in proportion to the defects concerned. In the event of any improper defect liability claims, we reserve the right to demand payment of all expenses thereby incurred from the customer.

We do not offer the customer guarantees in the legal sense of the word. Other manufacturer guarantees remain unaffected.

In the event of other defects of title, the provisions covering liability for material defects shall apply accordingly. Any further claims by the customer against us or those outside the scope regulated herein due to any defect of title are excluded.

8. Claims for damages

To the extent permitted by law, any claims for damages and compensation for expenses exercised by the customer, regardless of the legal grounds, shall be excluded.

Our liability for intentional or gross negligent acts remains unaffected by the previous clause as well as liability due to culpable death, injury or harm to health, or any infringement of a key contractual obligation.

In the event of any infringement of a key contractual obligation on our part, which is neither intentional nor grossly negligent, the liability for damages shall be limited to the foreseeable damages typically occurring, except in cases involving death, injury or harm to health.

The mandatory liability in accordance with the Product Liability act remains unaffected in all cases.

Claims for damages due to defects shall be time-barred in accordance with the time limit specified in clause 7 for defect claims.

The statutory provisions shall govern the burden of proof.

9. Industrial property rights and copyrights

We pledge to provide the goods unencumbered by commercial property rights and third party copyright (hereinafter property rights). Where any third party exercises justified claims against the customer due to the infringement of property rights, we shall be liable with respect to the customer within the periods stipulated for material defects as follows:

We are entitled, at our discretion and at our own expense, to obtain a right of use for the goods concerned or replace the same. If none of these measures prove feasible, we shall inform the customer accordingly, who shall then be entitled to withdraw from the contract or request a reduction in price – without prejudice to any other claims for compensation.

Our liability only applies, if the customer immediately notifies us of valid claims exercised by third parties in writing, in which case the infringement of rights shall be nullified and we reserve the right to take all preventive measures as appropriate. If the customer refrains from further use, he/she is obliged to inform the third party that this does not constitute an acknowledgement of the infringement of rights.

Where the customer is responsible for the infringement of rights, all claims against us shall be excluded. The same applies if the infringement of rights occurs as a result of special requirements of the customer, due to any unforeseen use or modification of the goods by the customer or in connection with any products which we did not deliver.

10. Place of jurisdiction

The law of the Federal Republic of Germany applies; the validity of the UN Sales Convention is excluded.

If individual provisions of the contract with the customer, including the current terms and conditions, prove invalid, in whole or in part, or become so in the future, this shall not affect the validity of the remaining provisions.

If the customer is a businessman, a public legal entity or a public special fund, the place of jurisdiction for all legal action arising out of this contract is our company headquarters. The same applies if the customer has no place of general jurisdiction in Germany or if its normal residence or its headquarters are unknown at the time the action is initiated.

Unless otherwise defined, our registered office is also the place of performance.