

## § 1

### General – Scope

- (1) These General Terms & Conditions apply exclusively; conflicting conditions of the customer's or conditions differing from those indicated in our General Terms & Conditions cannot be accepted unless they have been explicitly approved by us in writing. Our General Terms & Conditions still apply even if we carry out delivery to the customer without any reservation while aware that conflicting conditions or conditions differing from our General Terms & Conditions of Sale exist.
- (2) All agreements between our company and the customer regarding execution of this agreement are stipulated in written in the contract.
- (3) Our General Terms & Conditions only apply to business entities in the sense of § 310 Sec. 1 of the German Civil Code (BGB).

## § 2

### Offer – Offer documents

- (1) Our offer is subject to confirmation unless otherwise specified in the order confirmation. The scope of supply and services are as specified in our written order confirmation.
- (2) If the order is classified as an offer according to BGB § 145, we are entitled to accept it within two weeks.
- (3) We reserve proprietary and intellectual property rights for pictures, drawings, calculations and other documents. This applies in particular to written documents marked "Confidential". Before passing on such documents to any third party, the customer is required to have our express written approval. The customer may only publish pictures of our products with our express prior written consent.

## § 3

### Prices – Terms of payment

- (1) Unless otherwise specified in the order confirmation, all prices are "Ex Works", excluding packing which will be invoiced separately. We reserve the right to adjust our prices accordingly in case of reductions or increases in costs after conclusion of the Contract, especially those resulting from changes in wages or material costs. Justification of such changes will be provided to the customer on request.
- (2) Our prices do not include VAT; the statutory amount applicable at the time of invoicing will be stated explicitly on the invoice.
- (3) Deduction of any discount requires a specific agreement in writing.
- (4) Unless otherwise stated in the order confirmation, the purchase price is due net (without discount) within 30 days from the date of the invoice. The statutory provisions regarding the consequences of delayed payment apply.
- (5) The customer is entitled only to offset claims against payment which have become final, are undisputed or have been accepted by us. The customer's rights of retention only apply insofar as they are based on the same contractual agreement.

## § 4

### Delivery time

- (1) Start of the delivery period specified by us is based on the precondition that all technical questions have been clarified.
- (2) Compliance with our delivery commitment also requires the customer's timely and correct fulfilment of his contractual obligations. The defence of a non-fulfilled contract is reserved.
- (3) If the customer is in default of acceptance or if he culpably infringes other obligations to cooperate, we are entitled to claim compensation for any damages which may occur, including eventual additional expenditure. We reserve the right to make other claims.
- (4) Under the conditions of Sec. (3), the risk of accidental loss of the goods or accidental deterioration of the goods passes to the customer at the time he gets in default of acceptance or payment.
- (5) We shall be held liable in accordance with legal provisions insofar as the relevant sales contract is a fixed cost agreement in the sense of BGB § 286 Sec. 2 No. 4 or of BGB § 376. We shall also be legal liable, if the customer is entitled to exert his interest in the completion of the contract to be discontinued as a result of a delay in delivery for which we are responsible.
- (6) We shall also be liable in accordance with legal provisions for delays in delivery resulting from our intentional or gross negligent breach of contract; a fault by our representatives or agents acting on our behalf is also our responsibility. If the delay in delivery is not due to an intentional breach of contract on our part, our liability for claims for damages shall be limited to the typical damages which may occur.
- (7) We shall also be liable in accordance with legal provisions, if the delay in delivery is due to a culpable breach of an important contractual obligation on our part; however, in this case liability for claims for damages shall be limited to typically foreseeable damages.
- (8) Other legal entitlements and rights of the customer remain unaffected.

## § 5

### Transfer of risk – Packing costs

- (1) Unless otherwise specified in the order confirmation, delivery shall be "Ex Works".
- (2) Separate agreements may be made for the return of packaging.
- (3) At the customer's request, we will arrange for transport insurance to cover delivery of the goods; the resulting costs will be at the customer's expense.

## § 6

### Liability for defects

- (1) Customer claims based on defects require that he has fulfilled his obligations according to BGB § 377 regarding the inspection and notification of defects of goods.
- (2) In case of defective goods, we are entitled at our discretion either to repair the defective goods or to replace them by new goods that are free from defects. In case of repairs, we shall cover the expense only up to the amount of the purchase price.
- (3) If we fail to make good the defects, the customer is entitled at his discretion either to withdraw from the contract or to call for a reduction in the purchase price.
- (4) We shall be liable in accordance with legal provisions, if the customer claims compensation for damage accrued as a result of intentional or gross negligence, including intentional or gross negligence by our representatives or agents. Except

in the case of intentional breach of contract, liability for damages is limited to typically foreseeable damages.

- (5) We shall be liable in accordance with legal provisions if we are responsible for an important breach of a contract obligation; however, in this case liability for claims for damages shall be limited to typically foreseeable damages.
- (6) The liability for negligence endangering life, limb or health remain unaffected; this also applies to legal liability according to the Product Liability Law.
- (7) Unless agreed otherwise than above, liability is excluded.
- (8) The time limit for claims for defects is 12 months as from the date of transfer of risk.
- (9) The statutory limit for delivery claims according to BGB §§ 478, 479 remains unaffected.

## § 7

### Overall liability

- (1) Liability for damages beyond that specified in § 6 is excluded – irrespective of the legal nature of the asserted claim. This applies in particular to claims from infractions at the time of signing the contract, other breaches of obligation or fraudulent claims for material damage according to BGB § 823.
- (2) The restriction according to Sec. (1) also applies if the customer, instead of a claim for compensation of damage, calls for useless expenditure.
- (3) Insofar as our liability for damage is excluded or limited, this also applies to the personal liability for damages of our staff, workers, employees, representatives and agents.

## § 8

### Retention of title

- (1) We hereby reserve the right of ownership of the delivered good until all payments relating to the agreement have been received. In the event of the customer acting contrary to the contract, particularly as regards payment of arrears, we are entitled to repossess the goods. Repossession of the goods will constitute a withdrawal from the contract. After repossessing the goods we are entitled to deal with them as we please. Any proceeds resulting shall be credited against the customer's liabilities - minus a reasonable administration charge.
- (2) The customer is obliged to treat the goods carefully; in particular he is obliged to take out insurance against damage to the goods by fire, water or theft, at his own expense to cover the amount of the replacement value. Any maintenance and inspection work required must be carried out in good time by the customer at his own expense.
- (3) In case of seizure or other interventions by third parties, the customer is obliged to notify us immediately in writing permitting us to file a suit according to § 771 of the Civil Process Code (ZPO). If the third party is unable to reimburse our costs for legal and extra-judicial actions, according to ZPO § 771, the customer shall be liable for the losses accrued.
- (4) The customer is entitled to resell the goods in the normal course of business; however, any proceeds accruing to the customer from reselling the goods to his customers or third parties are hereby assigned to us in advance proportionally to the invoiced value of the goods (including VAT), irrespective of whether the goods are sold with or without further work having been carried out on them. The customer is entitled to collect the proceeds even after assigning the proceeds to us. Our right to collect the proceeds ourselves remains unaffected from this. We agree to refrain from collecting the proceeds, provided the customer fulfils his payment obligations concerning the proceeds collected, is not in default of payment and in particular has not filed for insolvency or bankruptcy or ceased payments. However, where this is not the case, we are entitled to request the customer to disclose to us the outstanding claims and those owing them, giving full details needed to collect the claims, handing over the relevant documents and informing those responsible for the debts (third parties) of the reassignment.
- (5) Work on or modification of the goods concerned by the customer shall always be carried out on our behalf. If the goods are combined with other goods not belonging to us, we shall have joint title to the new goods in proportion to the invoiced value of the goods (including VAT) compared to the other goods at that time they were combined. The same conditions apply to the new goods as to the goods originally delivered.
- (6) If the goods supplied are combined with other goods not belonging to us so that they become inseparable, we shall have joint title to the new goods in proportion to the invoiced value of the goods (including VAT) compared to the other goods at the time they were combined. If the goods are combined in such a way that the customer's goods are held to be the main component, it shall be taken as agreed that the customer will assign joint ownership proportionally to us. The customer shall take custodial charge of the exclusive or joint ownership on our behalf.
- (7) The customer shall also cede to us the proceeds for safeguarding our claims against him, accruing against a third party from the combination of the goods with a site.
- (8) We agree to release the collaterals we are entitled to, at the request of the customer, insofar as the realisable value of the collaterals exceeds by more than 10% the value to be secured; the choice of which collaterals to release is ours.

## § 9

### Place of jurisdiction – Place of performance

- (1) If the customer is a businessman, the place of jurisdiction shall be the court responsible for our registered location; however, we shall also be entitled to pursue the customer at the jurisdiction of his registered office.
- (2) These General Terms & Conditions are governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) Unless otherwise stated in the order confirmation, our registered office is the place of performance.

## § 10

### Severability

If any provision herein is void or shall become so, the validity of the other provisions remains unaffected.

Issued: 05/2006