

General Terms and Conditions

§ 1

General

1. All offers, supplies and deliverables proceed exclusively based on these Terms and Conditions. They are part of all contracts concluded between the user and the ordering party regarding supplies or deliverables. Older terms and conditions are hereby invalid.
2. Terms and conditions of the ordering party do not apply also when the user does not breach them separately in the specific case.
3. These Terms and Conditions also apply to all future offers, supplies and deliverables to the ordering party, even if not agreed again on a separate basis.

§ 2

Offer and Contract Conclusion

4. Offers are provisional and non-binding. In order to become effective, all contracts regarding supplies and deliverables, including special agreements and legally important statements, must be in writing and/or confirmed by the user by fax. This also applies to supplements and changes.
5. Information on the subject matter of a supply or deliverable (e.g. weight, dimensions and technical data), including visual form (e.g. drawings and pictures), are for informational purposes only. They are not guaranteed properties, but descriptions and identification of the supply and/or deliverable.
6. Usual deviations and deviations based on legal regulations or representing technical improvements are permitted unless their applicability impairs the contractual aims.
7. Orders and jobs can be accepted by the user within two weeks.
8. The user reserves the ownership title or copyright for submitted offers, quotations and drawings, calculations, descriptions, models, tools and other materials and aids made available to the ordering party. The ordering party must not use, copy and make these objects available to and/or inform third parties without the user's exclusive agreement. The ordering party shall return such objects to the user upon request, without keeping any copies thereof.

§ 3

Prices

9. Prices apply to the supplies and/or deliverables scope named in the order confirmation. Extra and special work shall be invoiced separately. If there are no special price agreements regarding the particular offer or the client, commissioned jobs shall be performed at the list prices applicable on the day of the job confirmation.

10. The ordering party bears the packaging and dispatch costs. If the order value is less than €150 (excl. VAT), a share in freight costs of €30 is levied on the ordering party. With order values below €50, a small quantity surcharge of €8 can be levied by the user.
11. The return of delivered defect-free objects is possible only if the user agreed in writing or by fax with the return before returning the objects. The agreement with the return is always on the condition that the goods are in their original packaging, free of damage and merchantable. For goods returned from orders performed free of error, the ordering party shall pay the user a processing fee of 20% of the sales price. Delivered defect-free objects sent back without the user's agreement and objects not packed in their original packaging, damaged or in a non-merchantable condition remain sold and shall be paid for by the ordering party. The user can always return these goods at the expense of the ordering party.

§ 4

Periods, Dates, Withdrawal, Transfer of Risks

12. Delivery periods and dates, including fulfillment periods and dates, are always approximate unless a fixed period and/or deadline has been agreed. As soon as the dispatch has been agreed, the delivery periods and dates apply to the moment of the handover of the goods to the shipper, carrier or other persons and companies authorized for transportation. Otherwise, it is the timely dispatch readiness, as long as told to the ordering party, that is sufficient for meeting delivery periods and dates.
13. The delivery and/or fulfillment period starts with the arrival of the agreed advance payment. Delivery and fulfillment periods shall be extended by the period in which the ordering party fails to meet its obligations under the Terms and Conditions. Delivery and fulfillment dates shall be postponed accordingly.
14. The ordering party shall, upon request, provide evidence for the user that no legal barriers in user's sphere of influence hamper the delivery. The user is entitled to retain the delivery affected by such hindrance until due evidence has been provided. Should the user fail to submit such evidence within a reasonable period of time, as agreed, the user can withdraw, in part or entirely, from the contract due to the still uncompleted part of the order.
15. In the event of force majeure and other hampering events that could not be foreseen at the moment of contract conclusion (e.g. operating failures of all sorts, difficulties in material and/or energy purchases, transportation delays, strikes, lock-outs, labour, energy and raw material shortages, measures of authorities) beyond the user's sphere of influence that make the delivery substantially more difficult or impossible for the user, the user is

entitled to withdraw from the contract, if the duration of such hindrance is not temporary only. With hindrances of a temporary duration, the delivery periods and dates shall be extended or postponed by the duration period of the hindrance plus a reasonable start-up period. This also applies when the user has not received a delivery from other suppliers or if such delivery was incorrect or late. If the ordering party is not able to take over the delivery or deliverable due to the delay, the ordering party can withdraw from the contract with the user based on a written statement with immediate effect. Damage compensation claims are not applicable in these cases. This regulation applies accordingly in case of difficulties with authorities granting the necessary permits, e.g. import licences or permits, in spite of whether it would have been possible for the user to recognize such difficulties already by contract conclusion.

16. Normal greater or lesser deliveries are permitted. Also practicable partial supplies are permitted. Every partial supply is considered a separate transaction.
17. The risk passes to the ordering party with the handover of the delivery subject to the shipper, carrier and/or a person or company authorized with the transportation at the latest. This also applies for partial supplies. In the case of a delay with the handover or dispatch due to circumstances, the cause of which is attributed to the ordering party, the risk passes to the ordering party on the day of dispatch readiness.
18. The goods are insured against damage in transport at the user's cost.

§ 5

Warranty, Notification Duty

19. Objects delivered by the user shall be checked thoroughly and without delay for defects, compliance with the order and completeness upon delivery to the ordering party or to a third party defined by the ordering party. They are regarded as approved unless a written claim has been received by the user or sent by fax to the user without delay or within ten days of delivery of the delivery subject and/or within ten days of identifying the defect, if the defect was not obvious in an immediate, thorough check. The claimed part of the delivery subject shall be sent back to the user at the user's request free of transportation fees. For qualified claims, the user shall reimburse the costs of the cheapest transportation method. This does not apply to costs increased because of the purchased item being used upon delivery to a different place than the place of residence or the commercial branch office of the receiver unless the usage complies with the designated use of the item.
20. In the case of defects on supplied objects, the user can chose, within a reasonable period of time, the

removal of the defect or the delivery of a defect-free item instead of withdrawal or discount.

21. If the subsequent performance is connected with disproportionately high costs for the user who is therefore unreasonably burdened, the user can reduce the subsequent performance. If the subsequent performance is rejected, the choice of warranty rights is late or if the subsequent performance fails, the ordering party can choose between withdrawal and discount.
22. The user must be notified in due form about every defect and malfunction in the goods.
23. All warranty claims expire one year after delivery of the goods.
24. The legal warranty regulations are applied for end consumers.

§ 6

Damage Compensation Liability

25. The liability for damage compensation, if part of a liability, is ruled out or limited as laid down in the following paragraphs. This applies to each and every reason, e.g. in the case of breach of duties under §§ 280 BGB ff., impossibility, delay, defects and for non-permitted action for the liability.
26. In the case of minor negligence by authorities, legal representatives, employees and other agents, the user provides no liability unless the liability applies to injuries to life, body and health.
27. In the case of major negligence by employees (with the exception of senior officers) and other agents, the user provides no liability unless the breach applies to important contractual points or the liability for injuries to life, body and health.
28. The liability for all damage is limited to a maximum of €1,000,000 per one damage case.
29. Liability is not excluded or limited if the user is liable deliberately.

§ 7

Reservation of Ownership

30. The user reserves the title of ownership to all supplied goods (goods subject to retention of title) until the ordering party has paid the purchase price for the goods delivered and met all existing payment obligations arising from the business relationship.
31. In the case of action by the ordering party breaching the contract, e.g. late payment of secured claims, the user can disallow the use or consumption of such goods or withdraw the goods. The withdrawal of goods represents only a withdrawal from the contract if the user has declared so also in writing. After the withdrawal of goods, the user has the right to use the goods, with the proceeds being credited to the ordering party for its obligations (less reasonable costs of use).
32. The ordering party now transfers the purchase price claims towards its clients arising from the resale of goods subject to retention of title or from

another sale and/or other compensation claims, including all secondary rights, to the user. They serve as security to the same extent as the above goods. The consumer has the right and authority to resale or another sale of the above goods only under the provision that the claims within this transaction are passed on to the user. The processing or modification of delivered goods subject to retention of title is always done for the user as the manufacturer. If (co-)ownership expires through union, it is now agreed that the respective share in the (co-)ownership of the ordering party in the singular item passes to the user as security of his claims.

33. In the case of access of third parties to the above goods, e.g. confiscation, the ordering party shall advise of the ownership of the user and inform the user without delay. If the third party is not able to pay the expenses which the user has incurred in this respect, the liability lies on the ordering party's side. The ordering party shall preserve the above goods for the user. The ordering party must insure these goods against fire, theft and flood.
34. The ordering party has the authority to collect the claims ceded to the user until revoked. The user is not entitled to apply this right of revocation, as long as the ordering party has duly met its payment obligations arising from the business transactions and as long as there are no circumstances that would damage substantially the credibility of the ordering party. If there are circumstances for exercising the right of revocation, the user can demand from the ordering party the stating of the claims ceded, including debtor, making all notes necessary for the collection of these claims, and the forwarding of relevant documents to the user and informing the debtor about the cession. The cession notice to the debtor can be also made by the user himself.
35. If the realizable value of all existing collateral exceeds the secured claims by a total of 20%, the user is obliged, at the request of the ordering party, to release the collateral at user's option.

§ 8

Payment Terms

36. Invoiced amounts shall be paid to the user within 30 days from the invoice date excluding deductions. If paid within 14 days, a 2% discount is granted. Cheques and bills of exchange lead to a payment only upon exchange.
37. If the ordering party is late with a payment, a 5% interest rate above the respective prime interest rate under § 247 par. 1 of BGB applies to the claim of the user for the delay period. The prime interest rate of January 01, 2004 is 1.14%. For legal deals without the participation of any consumer the interest rate stands at 8% above the prime interest rate mentioned. The exercise or provision of evidence of higher or lower damage due to the delay is reserved.

38. Payment withdrawal due to off-setting with counter-claims of the ordering party is only permitted when such counter-claims are unquestionable and laid down with legal effect.
39. If, after contract conclusion, circumstances arise that limit substantially the credibility of the ordering party, the user is entitled to make outstanding supplies or fulfill deliverables only against an advance payment or security.

§ 9

Other Provisions

40. The place of fulfillment for all obligations under the contractual relation is user's registered office.
41. The court of jurisdiction for all disputes stemming from the business transaction is the user's registered office if the ordering party is a dealer, a legal entity of public law or investment fund.
42. The business transaction is subject exclusively to German law.
43. These Terms and Condition apply if applied towards a person who, upon contract conclusion, was performing commercial activities or was self-employed (entrepreneur), if the contract belongs to the commercial trade operation, towards a trade organization, a legal entity of public law or against an investment fund and for end consumers.
44. If the individual clauses of these Terms and Conditions are or become partially or fully ineffective, the remaining part and/or remaining clauses shall remain in force. In this case, those legally effective regulations shall apply instead of the ineffective clause and/or part thereof that are the closest to the aim of the inefficient clause.

Note:

The ordering party acknowledges that the information from the business relationship will be stored under § 28 of the federal data protection law for the purpose of data processing and the user reserves the right to provide this information to the credit insurer for information needed for credit insurance.