

# General Terms and Conditions of Sale

## Section 1: General - Scope of Application

(1) Our terms and conditions of sale apply exclusively; we do not recognize any terms and conditions of the purchaser contrary to, or in deviation from, said terms and conditions, unless we have expressly agreed in writing to their application. Our terms and conditions of sale shall also apply if we perform delivery to the purchaser without reservation, even though we are aware of terms and conditions of the purchaser contrary to, or in deviation from, our terms and conditions of sale.

(2) Any and all agreements which have been reached between us and the purchaser for the performance of this contract have been recorded in writing in this contract.

(3) Our terms and conditions of sale apply only with respect to companies in the sense of Section 310, Paragraph 1 BGB (German Civil Code).

(4) Our terms and conditions of sale shall also apply to any and all future business transactions with the purchaser.

## Section 2: Offer - Offer Documents

(1) If the order is to be deemed an offer in conformity with Section 145 BGB, we may accept the order within a period of 2 weeks.

(2) We retain rights of ownership and copyrights to reproductions, drawings, cost estimates and other documents. This provision shall also apply to any and all written documents which have been designated as „confidential“. The purchaser shall obtain our express, written permission before handing said documents over to third parties.

## Section 3: Terms of Pricing, Payment

(1) To the extent that the order confirmation does not contain deviating provisions, our prices are given „ex works,“ excluding packaging, which will be billed separately.

(2) The statutory value-added tax is not included in our prices; it will be applied at the current rate on the day of the issue of the invoice and shown separately on the invoice.

(3) Deduction of a cash discount is permissible only on the basis of a special written agreement.

(4) To the extent that the order confirmation does not contain deviating provisions, the net purchase price (without deductions) shall be due and payable within 30 days of the invoice date. The statutory regulations concerning the consequences of default of payment shall apply.

(5) The purchaser shall have the right to set off counter-claims only if and when the counter-claims have been legally determined, are undisputed, or have been recognized by us. In addition, he is entitled to exercise a right of retention only to the extent that his counter-claim results from the same contractual relationship.

## Section 4: Delivery Time

(1) The commencement of the delivery time we have promised presumes the clarification of all technical questions.

(2) The fulfilment of our delivery obligation also presumes the correct fulfilment in due time of the purchaser's obligation. We reserve the right to plea non-fulfilment of contract.

(3) If the purchaser is in default of acceptance, or if he is culpable of violation of his other cooperation obligations, we are entitled to claim compensation for the damage we have suffered as a result, including any additional expenses which may have been incurred. We reserve the right to assert further claims.

(4) To the extent that the conditions of Paragraph (3) have occurred, the risk of accidental perishing or accidental deterioration of the purchased item shall pass over to the purchaser at that point in time at which he becomes in default of acceptance or in debtor's delay.

(5) We are liable in accordance with statutory provisions to the extent that the purchase contract in question is a transaction for delivery by a fixed date in the sense of Section 286, Paragraph 2, Number 4 BGB or of Section 376 HGB (German Trade Code). We are also liable in accordance with statutory provisions to the extent that the purchaser is entitled to assert that his interest in further fulfilment of the contract has lapsed as a consequence of a default of delivery for which we are responsible.

(6) We are furthermore liable in accordance with statutory provisions to the extent that the default of delivery results from an intentional or grossly negligent violation of the contract for which we are responsible; we shall be accountable for culpability of our representatives or vicarious agents. To the extent that the default of delivery does not result from an intentional violation of the contract for which we are responsible, our liability for damage compensation shall be limited to the foreseeable damage which typically occurs.

(7) We are furthermore liable in accordance with statutory provisions to the extent that the default of delivery for which we are responsible results from a culpable violation of an essential obligation of the contract; however, in this case, our liability for damage compensation shall be limited to the foreseeable damage which typically occurs.

(8) In all other cases, we are liable for default of delivery to the extent of a lump-sum default compensation in the amount of 3% of the value of the delivery for every full week of delay; the maximum compensation, however, shall be 15% of the value of the delivery.

(9) This provision is without prejudice for further statutory claims and rights of the purchaser.

## Section 5: Transfer of Risk - Packaging Costs

(1) To the extent that the order confirmation does not contain deviating provisions, delivery „ex works“ has been agreed.

(2) Transport and all other forms of packaging in accordance with the Packaging Ordinance, with the exception of pallets, may not be returned. The purchaser is obligated to dispose of the packaging at his expense.

(3) If requested by the purchaser, we shall cover the delivery by the conclusion of a transport insurance policy; the incurred costs shall be borne by the purchaser.

## Section 6: Liability for Defects

(1) Purchaser claims based on defects presume that the purchaser has properly fulfilled his examination and complaint obligations in accordance with Section 377 HGB.

(2) To the extent there is a defect in the purchased item, we are entitled, at our discretion, to carry out subsequent performance in the form of remedy of the defect or delivery of a new item which is free of defects. In the event of remedy of defects, we are obligated to bear all expenditures required to remedy the defects, in particular, transport, toll, labour and material costs, to the extent that said expenditures have not been increased because the purchased item has been transferred to a location other than the place of performance.

(3) If the subsequent performance fails, the purchaser is entitled, at his discretion, to withdraw from the contract or request reduction of the purchase price.

(4) We are liable in accordance with statutory provisions to the extent that the purchaser asserts damage compensation claims based on intention or gross negligence, including intention or gross negligence of our representatives or vicarious agents. To the extent that we are not charged with an intentional violation of the contract, our liability for damage compensation shall be limited to the foreseeable damage which typically occurs.

(5) We are liable in accordance with statutory provisions to the extent that we culpably violate an essential obligation of the contract; however, in this case, our liability for damage compensation shall be limited to the foreseeable damage which typically occurs.

(6) The above provisions are without prejudice for liability due to culpable injury to life, body or health; this provision shall also apply to mandatory liability in accordance with the Product Liability Act, or on the basis of our guarantee.

(7) To the extent that the above provisions do not regulate otherwise, liability shall be excluded.

(8) The limitation period for claims due to defects shall be 2 years, beginning with the transfer of risk.

(9) The limitation period in the event of a delivery re-course in accordance with Sections 478, 479 BGB shall not be affected; said period shall amount to five years, beginning with the delivery of the defective item.

## Section 7: Total Liability

(1) More extensive liability for damage compensation than that foreseen in Section 6 shall be excluded, regardless of the legal nature of the asserted claim. The provision shall apply in particular to damage compensation claims based on culpa in contrahendo, due to other breaches of duty, or due to claims in tort for compensation of material damage in accordance with Section 823 BGB.

(2) To the extent that our liability for damage compensation is excluded or limited, said exclusion or limitation shall also apply with respect to personal liability for damage compensation on the part of our salaried employees, waged employees, collaborators, representatives and vicarious agents.

(3) We only accept responsibility for our own content on our Internet site. Where we offer links giving access to other Internet sites, we cannot be held responsible for their content. We do not adopt content from other sites as our own. Should it come to our knowledge that the content of such Internet sites is unlawful, we would cease to provide access immediately.

## Section 8: Securing of Retention of Title

(1) We reserve ownership of the goods purchased until all payments in respect of the commercial relationship have been received. Should the party placing the order act contrary to the conditions of the contract, particularly as regards payment, we would be entitled to withdraw from the contract and demand return of the goods in question. It would not be necessary to set a subsequent deadline. Furthermore, in the event of failure to observe any of the obligations set out in paragraphs 2 and 3 of the present Article 8,

we would be entitled to withdraw from the contract and demand return of the goods if it ceased to be reasonable for us to keep to the contract.

(2) The purchaser is obligated to handle the purchased item with care; in particular, he is obligated to insure adequately said item at replacement value for damage due to fire, water and theft. To the extent that maintenance and service work is required, the purchaser shall perform this work at his own expense in due time.

(3) The purchaser shall notify us in writing without delay in the event of pledges or other by third parties so that we may initiate legal action in accordance with Section 771 ZPO (German Code of Civil Procedure). To the extent the third party is not capable of reimbursing us for the court costs and out of court costs incurred by an action in accordance with Section 771 ZPO, the purchaser shall be liable for the loss we sustain.

(4) The purchaser is entitled to sell further the purchased item in the course of ordinary business; however, he shall assign to us now, in the amount of the final total of the invoices (including VAT) of our receivables due from the purchaser, all claims which arise for him from the further sale against his purchasers or third parties, independently of whether the purchased item has been sold further with or without processing. We accept such transfer. The purchaser shall remain authorized to collect said claims, even after the assignment. Our authority to collect the claim ourselves shall remain unaffected hereby. However, we obligate ourselves not to collect the claim as long as the purchaser fulfils his payment obligations from the collected income, is not in default of payment, and, in particular, no petition for initiation of bankruptcy or composition or insolvency proceedings has been submitted and payments have not been suspended. If this is the case, however, we may request that the purchaser disclose to us the assigned claims and their debtors, provide us with all information necessary for collection, surrender to us the relevant documents and notify the debtors (third parties) of the assignment.

(5) The processing or transformation of the purchased item shall at all times be performed by the purchaser on our behalf. If the purchased item is processed together with other objects which do not belong to us, we shall acquire co-ownership in the new object in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed objects at the time of the processing. Otherwise, the provisions applicable to the purchased item delivered subject to retention of title shall apply to the object resulting from the processing.

(6) If the purchased item is inseparably mixed with other objects which do not belong to us, we shall acquire co-ownership in the new object in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed objects at the time of the mixing. If the mixing occurs in such a manner that the purchaser's object shall be deemed the main object, it shall be deemed as agreed that the purchaser has assigned to us proportional co-ownership. The purchaser shall keep the resulting sole ownership or co-ownership in safe custody on our behalf.

(7) To secure our receivables due from the purchaser, he shall also assign to us the claims which arise for him against third parties from the combining of the purchased item with land. We accept such transfer.

(8) We obligate ourselves, at the purchaser's request, to release securities to which we are entitled to the extent that the realizable value of our securities exceeds the total of our secured claims by more than 10%; the selection of the securities for release shall be at our discretion.

## Section 9: Jurisdiction - Place of Performance

(1) To the extent that the purchaser is a merchant, a legal person under public law, or a special fund under public law, jurisdiction is at our place of business; however, we are entitled to bring legal action against the purchaser at the courts of his place of residence.

(2) Proper law is that of the Federal Republic of Germany, excluding the provisions of the International Convention for the Sale of Goods.

(3) To the extent that the order confirmation does not contain deviating provisions, place of performance is our place of business.

(4) Should any individual conditions of the contract with the customer, including these general terms and conditions of business, be or become ineffective either in whole or in part, this would not affect the validity of the remaining conditions. The condition that was partly or completely ineffective should be replaced by another condition that comes closest to achieving the economic effect of the invalid condition.