

General terms & conditions

1. Main terms & conditions, contractual terms

All orders, including future orders, are subject exclusively to the following provisions whether or not future reference is made to them. Conflicting terms of purchase are deemed not to apply in law, even if we do not explicitly contradict them. Placement of an order and/or acceptance of a delivery by the ordering party implies acceptance of these terms & conditions. The order becomes binding on us once we have confirmed it in writing or have commenced execution of the order. Modifications, additional terms and side agreements only become binding if they have been agreed in writing or confirmed by us in writing.

2. Quotations, prices, prices subject to change

Our quotations and all prices contained in our literature are considered to be subject to change. Illustrations, dimensions and weights and other details are considered to be approximate. Subsequent modifications reserved. Unless otherwise agreed, our prices are deemed to be in euros excluding packaging, freight, customs duty, which are all charged separately plus VAT. For deliveries valued at euro 600 net at least, we bear the freight costs within the borders of Germany. For additional deliveries we will charge you with a lump sum of € 3,50 for prime costs. Orders valued at less than euro 100 are subject to a small-order surcharge of euro 10. With all orders, including call-up and instalment deliveries, in which the delivery is effected at least four months after receipt of the order, either as a result of the contractual arrangement or at the request of the ordering party, we reserve the right to pass on any increases in material and wages costs up to the level of these cost increases with a view to compensating them in the period between the conclusion of the contract and delivery to the ordering party.

3. Shipping, packaging, costs, risk

Unless otherwise agreed in writing, shipping costs are charged to the ordering party and at that party's risk. We are not liable for any damage incurred by the products or losses of the products in transit, whether or not the shipment is sent carriage paid. Unless otherwise agreed, the type of packaging and the method of shipping are at our discretion. Transport insurance will only be taken out by us at the request and at the expense of the ordering party. If shipment is delayed at the request of the ordering party or as a result of circumstances attributable to the ordering party is responsible, the risk is transferred to the ordering party with effect from the day on which that party is informed that the goods are ready for dispatch. If we make use of pallets or wooden crates for delivery, we undertake to credit two-thirds of the amount charged for their use if they are returned carriage paid and in good condition.

4. Delivery deadline, liability, call-up delivery, acceptance

The delivery period begins as soon as all the individual components are ready, both Parties have agreed on all terms & conditions for the transaction and the ordering party has fulfilled all the conditions, in particular the agreed terms & conditions of payment. The delivery deadline is deemed to have been met if the goods have left our factory by the time the deadline expires or we have notified the ordering party that they are ready for dispatch. If our delivery is not shipped within the agreed delivery period or an extension period granted by the ordering party for reasons attributable to us, the ordering party is entitled to withdraw from the contract with respect to those goods subject of that delivery. As regards claims for damages due to delayed performance or non-performance instead of the fulfillment of the contract, the following provisions apply: If we are in default of delivery as a result of simple negligence, the ordering party's remedies are limited to reimbursement of any proven damages caused by the delay up to and not exceeding 0.5% for each complete week of the delay and not exceeding 5% of the invoice amount for the order subject of the delay. If the ordering party is entitled to claim damages instead of performance, our liability in the case of a sale to a private individual (§ 13 German Civil Code (BGB)) is limited in the event of violation of key obligations under this contract to damages for simple negligence, however any entitlement to damages is limited to the amount of damage which was able to be anticipated at the time the contract was concluded. For sales to companies, the same applies except that claims are

limited to 50% of the value of the order. Force majeure and circumstances not attributable to us which prevent punctual fulfillment of the order (e.g. interruptions to production, strikes) will entitle us to postpone performance of our obligations to a reasonable extent or, if performance then becomes impossible, to withdraw from the contract in whole or in part. The same applies if, for reasons beyond our control, we do not receive materials we have ordered from our subcontractors and which are needed to complete the order, or receive these too late, provided we have notified the ordering party without delay about the non-availability and, if this means we are unable to perform our obligations under this contract, provided we reimburse the ordering party for any consideration provided by him. No other claims for damages of any kind will be entertained. If acceptance has been agreed in accordance with specific conditions, the ordering party undertakes to perform the acceptance at his own expense in our factory. If call-ups are not made in accordance with the agreed delivery schedule or within a reasonable grace period, we reserve the right, without prejudice to any other rights, and once a reasonable grace period has passed to withdraw from the contract and claim damages for non-performance or to dispatch the remaining goods and invoice them. Partial deliveries which we invoice separately and excess amounts or delivery shortfalls not exceeding 10% are permitted.

5. Terms & conditions of payment, offsetting

Our invoiced amounts are payable on receipt of the invoice or a similar statement of outstanding amounts within 14 days with 2% cash discount or within 30 days net, at the latest 30 days after the due date and receipt of the consideration. After this period, we will charge interest for the year amounting to eight percentage points (for private individuals five percentage points) over current base rate. Cash discounts are not permitted on new invoices provided outstanding invoices which are due for payment or past due have not yet been paid in full. Payments by bill of exchange and cheques are not considered paid until the document has been finally credited. Any discounts and expenses are to be met by the ordering party. Bills of exchange and cheques are only accepted on condition and bills of exchange only after explicit agreement. Irrespective of the period of validity of bills of exchange received in payment or payment grace periods granted, our outstanding amounts are payable immediately in full if the ordering party does not adhere to the terms & conditions of payment or if circumstances become known which cast doubt on the ordering party's creditworthiness. In such cases, we also reserve the right to make deliveries only against prepayment or provision of collateral and/or to withdraw from the contract after a reasonable extension period and/or claim damages. The ordering party is only entitled to offset claims against outstanding amounts if those claims are non-contentious or legally enforceable.

6. Complaints, defects, liability

Without prejudice to any obligations to check the products and notify complaints, a typical procedure for mutual trading transactions (as defined at §§ 377, 378 German Commercial Code (HGB)), the ordering party is required to communicate any evident defects – which is deemed to include incomplete or incorrect deliveries – within four weeks of receipt of the goods. Where complaints about defects are justified, we undertake to provide remedial performance free-of-charge relating to the goods delivered or to make a replacement delivery at our discretion. If the sale is to a private individual, this choice is at his discretion. If the remedial performance or replacement delivery remains ineffective despite two attempts at remedy or if we refuse to provide a remedy without just cause, or if we delay the remedy to an unacceptable extent, the ordering party has the right to demand a reduction in the price or, provided the reason for the complaint is not building work, to withdraw from the contract at his discretion. The following provisions apply to claims for damages without prejudice to the provisions in point 7: If the ordering party is a private individual, whether the sale is made directly or via an intermediary seller, our liability is limited in the event of violation of key obligations under this contract to damages for simple negligence instead of performance, however any entitlement to damages is limited to the amount of damage which was able to be anticipated at the time the contract was concluded, provided we have not concealed the

defect maliciously or have granted a warranty for the state of the goods. For sales to companies, the same applies except that claims are limited to 50% of the value of the non-conforming goods. However, the same applies in this case as above, where a private individual has bought the goods through the supply chain and makes a claim as a result of a violation of obligations. There is no liability on our part if the defect is caused as a result of a violation of our operating, maintenance or installation instructions, inappropriate or incorrect application, faulty or negligent handling by the ordering party, normal wear and tear or any changes of modifications made by the ordering party or Third Parties to the goods delivered. Unless explicitly agreed, we are not liable if the goods are found to be unsuitable for the purpose intended by the ordering party. If type samples are provided to the ordering party for approval and the ordering party confirms that these are in accordance with its contractual requirements, it is not entitled to claim subsequently that the samples and the deliveries manufactured in accordance with those samples do not conform to its order and the contractual arrangements.

7. Miscellaneous liability (limitation and exclusion)

Apart from the above claims resulting from delayed delivery and defects, we do not accept any liability whatever unless damage or injury is the result of gross negligence on our part or malicious or grossly negligent violation of our obligations by our legally appointed agents or, where the damage caused is injury to life and limb or health generally caused by a negligent violation of our obligations on our part or a malicious or negligent violation of obligations by our legally appointed agents, or if the damage caused is of a kind which is usually and typically insurable at reasonable expense via a third party insurance policy taken out by us. This applies in particular to claims for damages resulting from a fault before or during contract sign-off, violation of subsidiary obligations and entitlements resulting from an unlawful act. This is without prejudice to additional entitlements and extended periods of limitations prescribed in the German Product Liability Law (ProdHaftG), or resulting from unlawful acts, fraudulent behaviour and warranties.

8. Proprietary rights, tools & dies, models, samples, drawings

Where deliveries are made on the basis of drawings, samples, models or other details provided by the ordering party, that party bears the responsibility for the accuracy of the details and for ensuring that no Third Party proprietary rights are infringed. All tools & dies, models, drawings etc. remain our property even if these have been manufactured or created to the customer's orders and/or the ordering party has paid for them in part or in whole. We retain copyright to all these objects.

9. Retention of title

a) We retain all property rights to all goods delivered until all our claims against the ordering party resulting from our business transactions including any future claims resulting from contracts signed at the same time or at a later date have been paid in full. As regards current invoices, the retained property rights and all other rights are considered to be collateral for all outstanding amounts including interest and additional costs. If a distraint order or other lien is placed on the ordering party's assets by Third Parties, the ordering party undertakes to notify us without delay.

b) The ordering party is entitled to process and/or sell the goods delivered in the course of its normal business activities. This permission ceases if the ordering party is in default of payment or ceases to make payments or if its assets become the subject of bankruptcy or insolvency proceedings. It undertakes to sell the goods only with retention of title and to ensure that all outstanding amounts from that resale are assigned to us in accordance with e) and f). Resale is deemed in this context to include all manner of contracts of sale or use. The ordering party is not entitled to any other forms of seizure or lien regarding the goods, in particular to mortgage them or use them as collateral. Assignment is not permitted unless this is the context of genuine factoring, in which case we must be notified of this fact and the value of the factoring must exceed the secured outstanding amount owed to us. As soon as the factoring amount is credited, our outstanding amount is to be paid.

c) By processing the goods in any way, the ordering party does not attain property in the goods thus modified in accordance with § 950 German Civil Code. Any modification or change is performed on our behalf without, however, entering into further obligations in our name. The modified, processed goods remain our property until paid for.

d) If the unpaid goods are processed, combined or joined with other products, we retain a proportionate right to the new property equivalent to the ratio of the value of our invoice to that of the invoices for the other components used. If our property rights should be nullified as a result of processing, joining or combining with other components, the ordering party hereby assigns any rights of property and anticipated rights in the new goods in proportion to the value of the goods supplied by us, or, in the event that the goods are processed, a proportionate value of the new property equivalent to the ratio of the value of our invoice to that of the invoices for the other components used, which value is to be safeguarded by the ordering party on our behalf and without charge. Our joint ownership rights are deemed to be the same as our rights in the goods delivered.

e) The receivable amounts due to the ordering party from its sale of the goods delivered are hereby assigned to us. These amounts are deemed to be collateral in the same way as the goods delivered.

f) If the goods delivered are resold by the ordering party together with other goods, the amounts receivable from that resale are hereby proportionately assigned to us in an amount equivalent to the ratio of the value of our invoice to that of the invoices for the other components used. In the event of resale of goods in which we retain a joint right of property in accordance with d), an amount equivalent to our proportion of the joint property is hereby assigned to us.

g) At our request, the ordering party undertakes to provide us with a precise list of its amounts receivable including the names and addresses of its customers, to notify its customers of any assignments to us and to provide us with all the information necessary to allow us to claim these assigned amounts receivable. As soon as it becomes in default of a payment or if its financial standing deteriorates, the ordering party hereby authorises us to notify its customers of the assignment and to collect payment of the amounts receivable. We reserve the right to monitor the total amount of assigned amounts by authorising an agent to audit the ordering party's accounts. The ordering party undertakes to provide us with a list of the remaining goods delivered.

h) Where the value of the collateral in our favour exceeds the value of the claims secured by the ordering party's collateral by more than 20%, the ordering party is entitled to demand a release from a corresponding amount of collateral.

i) With bills of exchange, cheques etc. payment is not deemed to have been received until the ordering party has cashed them. Cheques are only accepted on condition. Payments made against a bill of exchange issued by us are not deemed to have been received until all methods of recourse regarding the cheque or bill of exchange can be excluded. Without prejudice to further rights to require collateral, all and any collateral already provided remain in force.

k) As a result of our retention of title, we can require return of the goods after we have withdrawn from the contract. The ordering party is to bear the costs of the seizure of the goods. We reserve the right to dispose of the seized goods at our discretion.

10. Place of performance, court of jurisdiction, applicable law

The place of performance is the registered head office of our company. The court of jurisdiction for contracts with businesspeople and legal entities is the court responsible for the region of our registered head office. All orders, deliveries and services are exclusively subject to German law and UN commercial law is deemed not to apply.

11. Conclusions

If any clause in these terms & conditions should be or become ineffective, the remaining clauses are considered to be unaffected. The contractual language is deemed to be German. Where contractual parties make use of a different language, the wording of the German version is deemed to have priority.

Dated 11/07