

§ 1 General - Area of Validity

Our Conditions of Sale shall exclusively apply; no terms of the customer that are contrary to or differ from our Conditions of Sale shall apply unless expressly agreed by us in writing. Our Conditions of Sale shall apply even if we unconditionally execute delivery to the Customer although we were aware of contrary or differing conditions on the part of the Customer.

All agreements made between us and the Customer for the purpose of executing this Contract shall be set out in writing in this Contract.

Our Conditions of Sale shall apply only to entrepreneurs as per § 310 par. 1 of the German Civil Code (BGB).

§ 2 Quotations - Bidding Documents

Our quotations are non-binding unless otherwise stated in our Confirmation of Order.

We retain ownership rights and copyrights to any images, drafts, calculations or other documents. This also applies to any written documents marked as „confidential“. The Customer shall not make such documents available to third parties without our express written permission.

§ 3 Prices - Terms of Payment

Unless otherwise stated in our Confirmation of Order, our prices shall apply ex works, excluding packaging, which will be charged separately.

The deduction of a cash discount requires special written agreement.

The Customer shall not be entitled to set-off any opposing claims unless such opposing claims are either declared to be meritorious by a final and unappealable judicial decision, or uncontested, or acknowledged as meritorious by us. The Customer shall have the right to retain payments insofar as the opposing claim is based on the same contractual relationship.

§ 4 Delivery Times

The beginning of the delivery time given by us is dependent on the clarification of all technical issues.

Adherence to our delivery obligations furthermore requires the timely and proper adherence of the Customer to any obligations upon him/her. The right to enter a plea of non-performance shall be retained.

Should the Customer be in default of acceptance or violate an obligation to cooperate, we shall be entitled to demand restitution of damages arising to us therefrom, including any additional expenses. The right to further claims shall be retained.

Insofar as the conditions stipulated in (3) apply, the risk of incidental loss or incidental deterioration of the object of purchase shall be transferred to the Customer at that point in time at which the Customer enters into default of acceptance or default of payment.

We shall be liable as prescribed by law insofar as a fixed date of delivery has been agreed in the Sales Contract in question (Fixgeschäft) as per § 286 par. 2 No. 4 of the German Civil Code (BGB) or § 376 of the German Commercial Code (HGB). We shall furthermore be liable as prescribed by law if in consequence of a delay in delivery attributable to us the Customer is entitled to claim that the Customer's interest in the fulfillment of the Contract has become void.

We shall furthermore be liable as prescribed by law if the delay in delivery is due to an intentional or grossly negligent breach of contract on our part; the same shall apply to any breach of contract through our representatives or agents. Should the delay in delivery not be due to an intentional breach of contract attributable to us, our liability shall be limited to the typically foreseeable damages.

We shall also be liable as prescribed by law for any delay in delivery due to culpable breach of a significant contractual duty, however in this case our liability for claims shall be limited to typical, foreseeable damages.

We shall furthermore be liable for default of delivery for each full week of default for a flat default compensation of 0.5% of the delivery value, up to a maximum of no more than 5% of the delivery value.

Further entitlements and rights of the Customer remain reserved.

§ 5 Liability for Defects

Claims for defects can only be made by the Customer if the Customer has fulfilled his/her obligation to inspect the delivery and notify us of any defects as per § 377 HGB.

In case of defect we are entitled to supplementary performance in the form of removal of defect or delivery of an object of purchase free of defects. In case of removal of defect we shall only be liable for cost incurred up to the purchase price. We shall not be liable for expenses incurred through removal of the object of purchase from the place of performance to another location.

Should the supplementary performance fail, the Customer shall have the right to withdraw from the Contract or to reduce the purchase price.

We shall be liable as prescribed by law for any damage claims made by the Customer for acts of misconduct or gross negligence attributable to us, our representatives or agents. Insofar as no intended breach of contract is attributed to us, our liability shall be limited to the typical, foreseeable damages.

We shall be liable as prescribed by law for culpable breach of a significant contractual obligation, however in this case our liability for claims shall be limited to typical, foreseeable damages.

None of the above limitations of liability shall apply to any claims in connection

with any injury to life, limb, or health, nor to claims based on the Produkthaftungsgesetz (German Product Liability Act).

Any liability claims other than those given above shall be excluded.

The statutory limitation period for claims for defects shall be 12 months, beginning with the transfer of risk.

The statutory limitation period in the case of delivery recourse as per §§ 478, 479 BGB shall remain unaffected; it amounts to five years, beginning with the delivery of the defective object.

§ 6 General Liability

Any liability beyond the damage claims stated under §5 shall be precluded, without regard to the legal nature of the claim. This applies in particular to damage claims for default on contract execution, or due to other breaches of duty, or due to claims for offenses under § 823 of the German Civil Code (BGB).

The limitation as per par. (1) shall also apply insofar as the Customer demands reimbursement for useless expenses in place of a claim for damages.

Insofar as our liability is excluded or limited, the same provisions also apply regarding personal liability of our employees, our staff, our representatives and agents.

§ 7 Retention of Title

We shall retain title to the object of purchase until all debts arising from the Sales Contract have been settled. In any case of culpable breach of contract by the Customer, in particular if payment is defaulted, we shall be entitled to recover the object of purchase. Recovery of the object of purchase by us constitutes rescission of the contract. After recovery of the object of purchase we shall be entitled to sell it; the revenue of this sale - minus appropriate costs of sale - shall be credited to the account of the Customer.

The Customer shall handle the object of purchase with due care; in particular, the Customer shall insure the object of purchase for its replacement value against fire, water and theft. Any necessary maintenance or inspections shall be performed by the Customer in due time at his/her expense.

In the event of attachments or other impairments by third parties the Customer must inform us in writing without delay so that we may file suit according to § 771 of the German Code of Civil Procedure (ZPO).

The Customer is entitled to resell the object of purchase in the normal course of business; however, the Customer shall already assign to us all claims in the amount of the respective invoice total (including sales tax) accruing to it from any such resale against his/her customers or against third parties, regardless of whether the object of purchase was sold prior or subsequent to being processed. Even subsequent to their assignment, the Customer remains authorized to collect such claims. Our right to collect such claims ourselves shall remain unaffected hereof. However, we agree not to collect such claims while the Customer duly meets his/her payment obligations to us, does not default any payment, and particularly does not file for composition or insolvency or suspend payments. Should this however be the case, we may demand that the Customer make the assigned claims and their debtors known to us, inform us of all the details required for collection of the respective claims, surrender the pertaining documents, and disclose this assignment to the respective debtor (third party).

Any processing or transforming of the object of purchase by the Customer shall always be deemed to be performed on our behalf. Should the object of purchase be processed jointly with other items not owned by us, then we shall acquire a joint ownership interest in any newly created item equivalent to the value of the respective object of purchase (invoice total, including sales tax) in proportion to the value of those other jointly processed items at the time of such processing. Otherwise, any item created through such processing shall be governed by the same provisions applicable to the object of purchase the title to which has been retained.

Should the object of purchase be inseparably attached or confused with other items not owned by us, then we shall acquire a joint ownership interest in any newly created item equivalent to the value of the object of purchase (invoice total, including sales tax) in proportion to the value of those other attached or confused items at the time of such attachment or confusion. Should such an attachment or confusion be performed in such a way that the Customer's item is to be treated as the principal item, then it shall be deemed agreed upon that the Customer transfers joint ownership interest in that item to us on a proportionate basis. The Customer shall keep custody on our behalf of any item thus created relating to which we hold ownership interest or joint ownership interest.

The Customer shall also assign to us any claims to secure our claims against him which accrue against any third party by way of joining the object of purchase with a piece of real estate.

At the Customer's request, we agree to release any respective collateral we are entitled to to the extent that the value of such collateral exceeds the yet outstanding claims to be secured by more than 10%; the choice of collateral to be released lies with us.

§ 8 Place of Jurisdiction - Place of Fulfillment

If the Customer is a merchant, the place of jurisdiction shall be the court competent for our headquarters; we are however also authorized to take legal action at the location of the Customer's headquarters.

The applicable law shall be German law; the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

If nothing else is stated in the Order Confirmation, our headquarters shall be the place of fulfillment.