

## I. General – Scope

For our deliveries and services, exclusively the following terms and conditions of sale and delivery shall apply. Any conditions of the buyer that deviate from these and which we have not expressly acknowledged in writing are non-binding—even if we have not expressly objected to them. Any other agreements, modifications, or collateral arrangements require written confirmation.

The inclusion and interpretation of these terms and conditions of sale and delivery, as well as the conclusion and interpretation of the legal transactions with the buyer, shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.

The place of performance for all obligations arising directly or indirectly from this contractual relationship, including the buyer's payment obligation, is our registered office.

The jurisdiction for all disputes arising from this contractual relationship shall be the court competent for our registered office. We are also entitled to bring proceedings against the buyer at the court competent for his registered office.

## II. Offers, Scope of Services, and Conclusion of Contract

Our offers are always non-binding. For the scope of the contractual service owed by us, only our written order confirmation shall be decisive.

We reserve the right to make changes to the design, selection of materials, specifications, and type of construction even after the dispatch of an order confirmation, provided that such changes do not contradict either the order confirmation or the buyer's specifications. Partial deliveries by us are permissible and may be invoiced separately.

If, after the conclusion of the contract, a significant deterioration occurs in the buyer's financial circumstances that endangers our payment claim, we may withhold our performance until the counter-performance is rendered or security for it is provided.

## III. Prices and Payment Terms

A minimum order value of EUR 500.00 net applies; orders with lower values cannot be accepted by us.

In the absence of any special agreement, our prices are ex works. The statutory value-added tax at the applicable rate is added to the prices.

The price stated in the written order confirmation shall apply. In the event of change requests by the buyer after the order confirmation, any additional costs incurred will be invoiced by us.

Our invoices are immediately due for payment and are payable net within 30 days after receipt by the buyer. For tool orders, the following payment terms are agreed: 30% upon receipt of the order confirmation, 50% after delivery of the pilot samples, and 20% after the buyer's approval of the samples, but in any event no later than 30 days after delivery of the samples by us, provided that no objections are raised by the buyer. For the timeliness of the buyer's payment, the receipt of funds in our business account shall be decisive.

In the event of delay in payment by the buyer, default interest at the statutory rate shall be payable. The assertion of any further delay damages is not excluded thereby.

Bills of exchange and cheques will only be accepted for payment and shall only be deemed as payment after unconditional crediting. Bank charges, discount fees, and other expenses shall be borne by the buyer. Should fees and/or bank charges arise for payments or transfers from abroad, these shall likewise be borne by the buyer.

The right of set-off or the assertion of a right of retention by the buyer is only permissible if his counterclaim against us is undisputed or legally established.

If no production orders are placed for tools that we have manufactured on behalf of the buyer for a period longer than 3 years, then, after prior notice to the buyer, such tools will be stored by us with a freight forwarder. In this case, the costs of removal, storage costs, as well as any costs for returning the tools to us shall be borne by the buyer and invoiced by us. The conclusion of a property insurance in this case is the responsibility of the buyer.

## IV. Delivery Deadlines, Acceptance, and Shipping

The delivery period begins with the dispatch of the order confirmation, but not before the submission of documents, design drawings, permits, and approvals to be provided by the buyer, as well as before the receipt of any agreed advance payment. The delivery period is considered met if, by its expiration, the delivery item has left our warehouse or the shipping readiness has been communicated to the buyer. The delivery period shall be extended appropriately in the event of measures in connection with labor disputes—particularly strikes and lockouts—or upon the occurrence of unforeseeable obstacles that lie outside our control, insofar as such obstacles demonstrably have a significant impact on the completion or delivery of the delivery item. The aforementioned circumstances are not attributable to us even if they occur during an already existing delay.

We always endeavor to meet delivery deadlines. Should there be, in any individual case, a delivery delay attributable to us, any claims for damages by the buyer against us are excluded, unless we are liable due to intent or gross negligence.

The buyer's right to withdraw from the contract after the expiry of a grace period set by us remains unaffected.

If no fixed acceptance periods have been agreed, the buyer must accept the delivery item within 8 days after notification of shipping readiness. If the buyer fails to fulfill this acceptance obligation, we are entitled, without prejudice to any further statutory remedies, to demand immediate payment, to store the delivery item at the buyer's expense, or to otherwise dispose of the delivery item and deliver to the buyer at the next possible date. In such a case, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the buyer upon notification of shipping readiness.

If the delivery is delayed at the buyer's request, then, beginning one month after the notification of shipping readiness, the costs incurred by us due to storage—amounting to at least 5% of the total invoice amount for each month—shall be charged to the buyer. We are furthermore entitled, after setting and the fruitless expiration of an appropriate period, to dispose of the delivery item by other means and to deliver to the buyer with an appropriately extended deadline.

## V. Transfer of Risk

The risk passes to the buyer upon acceptance, on the day of an unjustified refusal of acceptance, and in the event of inaction by the buyer after the expiry of a grace period set by us or a separately agreed acceptance period. If shipment of the delivery item to the buyer or to third parties

is agreed upon, the risk passes with the handing over of the delivery item to the carrier (freight forwarder, rail, etc.). In any event, the risk passes with the commencement of use of the delivery item. If we retrieve delivery items for reasons not attributable to us, the risk shall remain with the buyer until the delivery items are received by us.

## **VI. Retention of Title**

We reserve title to the delivery items until all claims arising from the business relationship with the buyer have been fulfilled.

The buyer may neither pledge nor transfer the goods delivered under retention of title as security. In the event of seizure, attachment, or any other disposals by third parties, the buyer must immediately notify us thereof.

If the delivery item is processed or worked on by the buyer, the retention of title extends to the entire new item. In the case of processing, combination, or mixing of the retained goods with other items, we acquire joint ownership of the new item in proportion to the invoice value of the retained goods relative to the invoice value of the other goods used.

The buyer is entitled to further sell the delivery items subject to retention of title within the framework of an organized business operation. If the buyer sells the delivery item himself without receiving the full purchase price in advance or on a simultaneous basis against the handover of the purchased item, he must agree with his customer to a retention of title in accordance with these conditions. The buyer hereby assigns his claims arising from this resale as well as the rights from the retention of title agreed by him to us. Upon our request, he is obliged to inform the buyers of the assignment and to provide us with the information and documents necessary to assert our rights against the buyers.

The buyer is entitled to collect claims arising from the resale of the retained goods until such time as we may revoke this at any time. This right of collection expires upon the filing of insolvency. The buyer is not authorized to assign the claim.

If the value of the securities held in our favor exceeds our claims against the buyer by more than 20%, we shall, upon the request of the buyer or a third party affected by the over-collateralization, release a corresponding portion of the security rights.

## **VII. Warranty**

We assume no warranty for material defects that are attributable to non-contractual use, normal and technically conditioned wear and tear, defective or negligent handling by the buyer, weather influences, or chemical, electrochemical, or electrical influences (e.g. voltage fluctuations), unless these circumstances are attributable to our fault. If our installation, operating, or maintenance instructions are not followed, if changes are made to the delivery item, if parts are replaced, or if consumables that do not conform to the original specifications are used, any warranty shall likewise lapse if the defect is attributable to such causes.

In the case of justified complaints of defects, the buyer may initially only demand subsequent performance. This shall be carried out at our discretion either by remedying the defect or by delivering a defect-free item. The buyer may only withdraw from the contract or reduce the price once an appropriate grace period set by the buyer for subsequent performance has elapsed without result, or if we refuse subsequent performance, or if it fails, becomes permanently impossible, or is unreasonable for the customer.

All warranty claims shall expire 12 months from delivery of the item, or—if no delivery occurs—from the transfer of risk. This does not apply to delivery items that, in accordance with their usual purpose, have been used in a building and have caused its defective condition. In such a case, the statutory limitation period shall apply for claims for defects. The same applies in the case of fraudulent concealment of a defect.

## **VIII. Exclusion and Limitation of Liability**

Claims for damages of any kind by the customer are excluded, insofar as they are not based on intentional or grossly negligent behavior on our part or on the part of one of our legal representatives or vicarious agents.

This limitation of liability does not apply to damages caused by us, our legal representatives, or vicarious agents resulting from injury to life, body, or health. It also does not apply to claims under the Product Liability Act and in cases of culpable breach of essential contractual obligations; in the latter case, our liability in cases of slight and moderate negligence is limited to the typical, reasonably foreseeable damage under the contract.

## **IX. Copyright**

We reserve the title and copyright to drawings, sketches, cost estimates, and other documents attached to offers and order confirmations. The buyer may use these solely for the agreed purpose and may not reproduce them or make them accessible to third parties without our consent. Upon request, these documents and all copies thereof must be returned to us.

As of: January 2008