

TERMS OF SERVICE

General sales, delivery and payment conditions recommended by the German Mechanical and Plant Engineering Association (VDMA).

I. Offer

The documents such as illustrations, drawings, weights and dimensions relating to the offer are only an approximate guide, insofar as they are not expressly designated as binding. The supplier reserves the rights of ownership and copyright to quotations, drawings and other documents ; they may not be made available to third parties. The supplier is obliged to allow access by third parties to documents designated as confidential by the customer only with the permission of the customer.

II. Scope of delivery

The written confirmation of order by the customer is authoritative regarding the scope of delivery; in the case of an offer made by the supplier with a time limit for acceptance, and the offer is accepted within the deadline, this offer is authoritative insofar as no order confirmation has been issued by the due date. Ancillary agreements and amendments require the written confirmation of the supplier.

III. Price and payment

1. In the absence of specific agreements, the prices apply ex works including loading at works but excluding packaging.
Value added tax at the applicable statutory rate must be added to the prices.
2. In the absence of specific agreements, payment is to be made in cash, without discount , at the supplier's point of payment, and namely
1/3 down payment upon receipt of the confirmation of order,
1/3 as soon as the customer has been informed that the main components are ready for dispatch, with the balance within a further month.
3. Retention of payment or offsetting based on counter-claims by the customer that are disputed by the supplier is not permissible.

IV. Delivery period

1. The delivery period commences with the dispatch of the confirmation of order but not before the documents, approvals and clearances to be procured by the customer have been provided as well as receipt of the agreed deposit.
2. The delivery period is complied with, if the delivery item has left the works or if the readiness for dispatch has been communicated by the time it has expired.
3. The delivery period is extended commensurably in case of events within the scope of industrial action, especially strikes and lock-outs, as well as in the event of unforeseen hindrances arising that are beyond the control will of the supplier, insofar as these hindrances can be shown to have a material influence on the completion or delivery of the goods. This also applies if the circumstances arise at sub-contractors.
The aforementioned circumstances can not be raised by the supplier if they arise from a pre-

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Steuer-Nr.: 78099/04900
UST-ID Nr.: DE 146 487 361
Geschäftsführer: Dr. Mark Betzold, Hans Heppner

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existing delay. The commencement and ending of such hindrances shall in material cases be communicated by the supplier to the customer as soon as possible.

4. If the customer suffers damages that arise through the fault of the supplier, the customer is then entitled, to the exclusion of any other claims, to claim compensation for delay. This amounts to 0,5% for each full week of the delay, with a total, however, of a maximum of 5% of the value of the complete delivery.
5. If dispatch is delayed at the request of the customer, then the customer becomes liable for costs arising from storage at the supplier's works, which costs are calculated at a minimum of .0,5% of the invoice amount per month.
The supplier is however entitled, after an appropriate period of grace has been set and has expired, to dispose of the goods in other ways and to supply the customer within a reasonable extended deadline.
6. Compliance with the delivery deadline is contingent upon the contractual obligations of the customer being fulfilled.

V. Transfer of risk and acceptance

1. Risk is transferred to the customer at the latest with the dispatch of the goods to be supplied, and indeed also if a partial delivery takes place or if the supplier has accepted responsibility for further performance, such as the shipping costs or transportation and delivery. At the wish of the customer, the consignment can also be insured by the supplier for the customer's account against theft, breakage, fire or water damage as well as other insurable risks .
2. If dispatch is delayed as a result of circumstances for which the customer is responsible, then risk is transferred to the customer as from the day on which the goods are ready for dispatch; however, the supplier is obliged ;to arrange for the insurance desired by the customer, and for the customer's account..
3. Delivered goods are, even if they display insignificant defects, are to be accepted by the customer , irrespective of the rights arising from Section VII.
4. Partial deliveries are permissible

VI. Retention of title

1. The supplier retains the right of ownership to the goods to be delivered until receipt of all payments in terms of the supply contract.
2. The supplier is entitled to insure the goods to be delivered against theft, breakage, fire, water and other damage, insofar as insurance has not demonstrably been taken out by the customer.
3. The customer may neither pledge the goods to be delivered nor assign them by way of security. In the event of attachment or seizure or other dispositions by third parties, the supplier must be informed by the customer immediately.
4. In the case of conduct by the customer that is in breach of contract, particularly in the event of non-payment, the supplier is entitled to repossess the goods after notice has been given, and the customer is obliged to surrender such goods.
The enforcement of the right to reserve ownership as well as the seizure of the goods by the supplier shall not be deemed to constitute a withdrawal from the contract , insofar as the German consumer credit law does not apply.

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VII. Liability for defects in delivery.

Liability is accepted by the supplier for any defects in the goods supplied, including the absence of specifically guaranteed properties, with the exclusion of further claims and irrespective of Section IX, 4, as follows:

1. All such parts that within 6 months of commissioning have proven to be unusable or the usability of which is impaired to a not insignificant extent as a result of circumstances that existed prior to transfer of risk - particularly due to faulty design, sub-standard materials or poor workmanship - are to be repaired or replaced at the reasonable discretion of the supplier. The supplier is to be informed in writing immediately once such defects have been identified. Parts replaced become the property of the supplier.
If dispatch, installation or commissioning is delayed for reasons that are not the responsibility of the supplier, liability ends at the latest 12 months after transfer of risk.
The supplier's liability for products essentially manufactured by third parties is restricted to those liability claims against the third party (as the supplier of said goods) that have been ceded by the supplier
2. The right of the customer to enforce claims for defects expires in all cases 6 months after timely notification of the defect, but no sooner than the expiry of the warranty period.
3. No liability is accepted for damages arising from the following grounds:
Improper or incorrect use, faulty assembly or commissioning by the customer or a third party, normal wear and tear, faulty or negligent handling, the use of unsuitable consumables, substitute materials, defective construction, an unsuitable construction site, chemical, electrochemical or electrical influences, insofar as they cannot be ascribed to the responsibility of the supplier.
4. The customer must, upon agreement with the supplier, provide the time and opportunity required for the supplier to undertake all the repairs and replacements that appear to be necessary at the supplier's discretion; otherwise the supplier is released from such liability for defect. Only in urgent cases in which operational safety is jeopardised and to prevent disproportionate damage, and of which the supplier is to be notified immediately, or if the supplier is in default regarding the rectification of the defect, does the customer have the right to rectify the fault or to allow a third party to rectify it, and then to claim reimbursement of the necessary costs from the supplier.
5. The supplier must bear the direct costs arising from the repair or replacement - insofar as the claim is proven to be justified - including the costs of the replacement part, its shipping, the costs of removal and installation, as well as the costs of providing any fitters and assistants that may be required. In other respects, the customer bears the costs.
6. The warranty period for the replacement part and the repair amounts to 6 months, but continues at least until the expiry of the original warranty of the goods as delivered. The period of liability for defects of the delivered goods is extended by the duration of the interruption of operations brought about by the remedial work.
7. Liability ceases for the consequences of improper changes or repairs undertaken by the customer or a third party without the prior permission of the supplier.
8. Further claims by the customer are excluded. This exclusion of liability does not apply in cases of wilful intent or gross negligence on the part of the owner or executive employees and in cases in which, in terms of the product liability laws, liability exists in the case of defects to the delivered

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goods for personal injury and property damage to objects in private use, as well as in the absence of guaranteed characteristics.

VIII. Liability for subsidiary obligations

If, due to the fault of the supplier, the delivered goods cannot be used in accordance with the contract as a result of non-performance or faulty execution of the proposals made and consultations conducted prior to or after the conclusion of the contract as well as other ancillary contractual duties - particularly the instructions for operation and maintenance of the deliverable goods - then the provisions of Sections VII and IX shall apply accordingly, with all other claims of the customer being excluded.

IX. Customer's right of revocation and other liabilities of the supplier

1. The customer can withdraw from the contract if the complete performance is rendered impossible for the supplier prior to the transfer of risk. The same applies in the event of the supplier's incapacity to perform. The customer can also then withdraw from the contract if in the case of an order for the supply of similar goods, it becomes impossible to execute a part of the order in terms of quantity and the supplier has a justifiable reason for refusing partial delivery; if this is not the case, then the customer can reduce the consideration accordingly.
2. If there is a default in performance as contemplated within Section IV of the Terms and Conditions of Delivery and if the customer guarantees the supplier who is in default an appropriate period of grace with the express statement that performance will not be accepted once this period has expired, and the period of grace is not complied with, then the customer is entitled to withdraw.
3. Should the inability to perform arise during the delay in acceptance or by fault of the customer, the customer remains liable for compensation.
4. Furthermore, the customer has a right of withdrawal if the supplier allows any reasonable period of grace to elapse fruitlessly that has been granted to the supplier for the repair or resupply of defective goods and that can be ascribed to the fault of the supplier as contemplated in the conditions of delivery. The right of withdrawal of the customer also exists in other cases of failure to rectify by means of repair or substitute delivery.
5. All further, more extensive claims are excluded, in particular those relating to substitution, termination, reduction and the compensation for damages. This exclusion of liability does not apply in cases of wilful intent or gross negligence on the part of the owner or executive employees and in cases in which, in terms of the product liability laws, liability exists in the case of defects to the delivered goods for personal injury and property damage to objects in private use. It also does not apply in cases where guaranteed characteristics are absent.

X. Applicable law

The law of the Federal Republic of Germany applies to all legal relations that arise from this contract between the parties and their legal successors as well as any ancillary transactions. The UN Sales Convention that applies in the Federal Republic of Germany does not apply.

XI. Court of jurisdiction

For all disputes arising from the contractual relationship, no matter whether the supplier is a registered trader, a legal entity or a separate estate under public law, actions are to be filed at the court which

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has jurisdiction at the principal place of business of the supplier.

*) as of June 2015

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