

General Conditions of Sales, Delivery and Payment

1. General

1.1 Material and personal applicability

The following conditions apply for all of our deliveries and services (including incidental services such as proposals, planning assistance and consultation) to entrepreneurs in the sense of § 14 of the German Civil Code (BGB), corporate bodies under public law and special funds subject to public law. They do not apply for legal relationships with consumers in the sense of § 13 German Civil Code (BGB).

1.2 Exclusion of Third Party Terms and Conditions

Our Terms and Conditions shall apply exclusively. We do not recognize conflicting or differing terms and conditions of the Purchaser unless we have given our express written consent to their application prior to delivery. Our Terms and Conditions of Sale and Delivery shall also apply should we not object to terms and conditions of the Purchaser of which we have knowledge that conflict or differ from our Terms and Conditions or should we accept the order without reservation. They shall not be legally binding should we again not expressly object to them upon receipt. Our Terms and Conditions shall be deemed accepted upon placement of the order or upon receipt of the order confirmation but at the latest with the acceptance of our delivery.

1.3 Effectiveness

Should individual provisions of these Terms and Conditions of Sale, Delivery and Payment or applicable negotiated individual agreements ancillary thereto be or become invalid, the validity of the remaining provisions of these General Terms and Conditions of Sale shall not be affected thereby. In the case that a provision is invalid, an effective provision which most closely approximates the economic intent of the invalid provision shall apply as agreed.

1.4 Written form

Any deviations to the following conditions, other amendments or additions to the order require our written confirmation in order to be effective. This also applies to any waiver of the requirement for the written form itself.

1.5 Copyright, Confidentiality

We shall retain the right of property and copyright to images, drawings, calculations, know-how and ideas that we have developed and other documents; they may not be made available to third parties and may not be used for your own purposes. This shall apply particularly to any written documents designated as "confidential". Disclosure to third parties is only permissible with prior issued, express, written consent. Should the business relationship with the Purchaser come to an end, irrespective of the legal grounds, its permission to use copyright protected rights, trademarks, designs and models and any other know-how shall expire concurrently therewith.

2. Purchase order

2.1 Written confirmation

Our offers remain without obligation until a purchase order on the basis of the offer is confirmed by us in writing. For its legal acceptance each purchase order requires our written confirmation. For deliveries without written confirmation the invoice serves simultaneously as a confirmation of order.

2.2 Content of the Purchase Order

The content of the agreement shall be governed by our written order confirmation. Sound technical and design changes of the items ordered shall remain reserved provided that the technical function, ordinary use and value of the items is not or is not significantly affected thereby. Should such a change be unreasonable to the Purchaser in the individual case, it may thus withdraw from this purchase order. Further rights are excluded.

2.3 Information and Technical Data

The technical data specified in our offers, drawings, images, brochures and other descriptions are approximate values provided they are not expressly designated in writing as binding with tolerance specifications. Apart from this, the relevant technical acceptability and safety standards of the country of manufacture shall govern exclusively for our deliveries.

3. Obligation to deliver

3.1 Impairment of supply by our suppliers

Prerequisite to our own obligation to deliver is the punctual and correct supply of the necessary goods and materials to ourselves. In the case of a permanent impairment for reasons that we are not responsible for, in particular force majeure, strike, lockout, import and export restrictions, transport restrictions, governmental restrictions or suchlike, we are entitled to cancellation of the contract under exclusion of any form of claims for damages. A significant change in the ability to supply, pricing or quality of the goods of our suppliers or services provided by any other third parties from which the proper execution of the order placed with us is substantially dependent also entitles us to cancellation of the contract under exclusion of any form of claims for damages.

3.2 Part deliveries, over and under deliveries

Part deliveries are permissible and are regarded as separate deliveries with respect to payment and claims. We are entitled to provide over and under deliveries up to 10% of the order quantity providing that this is not unreasonable for the customer.

3.3 Significant Deterioration of the Financial Circumstances of the Purchaser

Should a significant deterioration of the financial circumstances and/or liquidity ratios of the Purchaser occur after conclusion of the agreement or should such circumstances present prior to conclusion of the agreement subsequently become known, we may withdraw from the agreement or demand immediate cash payment of all accounts outstanding at our discretion, even if the invoice amounts were previously deferred or remitted by bills of exchange in whole or in part. Poorer credit ratings by a credit agency, protests of exchanges or checks, attachments, suspensions of payment, the opening of an insolvency proceeding and the rejection of the opening of bankruptcy proceedings due to a lack of assets are to be particularly regarded as such a deterioration. In the case that we do not withdraw from the agreement despite deterioration of financial circumstances, we shall continue to deliver only against simultaneous payment, only on cash before delivery for large orders.

4. Delivery date / delivery period

4.1 General provisions regarding delivery dates / delivery periods

Unless otherwise agreed the delivery dates and delivery periods indicated in our offers are to be understood as our preliminary and not yet binding estimates. If binding delivery dates and/or binding delivery periods are agreed, these are deemed as appropriately extended when they cannot be met due to circumstances that cannot be attributed to us. In view of the technical complexity of the supplied product a period of six to twelve is generally considered as appropriate for the extension unless in individual cases due to the mutual interests of both parties a shorter or longer period has been agreed in writing. Delivery periods begin with the date of our written confirmation, but not before clarification of all details

for the realization and all other requirements to be provided by the customer for the correct processing of the contract. The same holds true for delivery dates.

4.2 Fixed date or fixed period transactions

The agreement of binding fixed delivery dates or fixed delivery periods requires the express agreement as a fixed date or fixed period transaction and confirmation in writing.

4.3 Obligation to co-operate

The ordering party is obligated to provide all data, documents and other requirements to perform the contract together with the order or at least immediately after placing the order. If such documents or data are not received on time, the customer cannot invoke the adherence to delivery dates or delivery periods. In this case the enforcement of damages caused by delay is excluded. The delivery date or delivery period will be deemed to be appropriately extended.

5. Transfer of liability

5.1 Transfer of liability at shipment

The risk of loss and of deterioration of the goods shall pass to the buyer as soon as the shipment leaves the supplier's factory. This also applies when the shipment is carried out at our cost and with our own means of transport. In all cases the shipment is carried out at the risk of the purchaser even if freight paid delivery has been agreed.

5.2 Transfer of liability with notification of readiness for dispatch

If the dispatch is delayed at the request of the purchaser or for reasons for which we are not responsible, liability will pass to the purchaser with the notification of the readiness for dispatch.

5.3 Damage in Freight or Transport

Complaints concerning visible damage in freight or transport are to be made to the freight forwarder or carrier immediately upon handover of the items and are to be noted on the bill of lading.

6. Prices

6.1 General pricing terms

Our prices apply ex supplier's works plus packaging and Value Added Tax. The agreement of fixed prices requires our express written confirmation. Unless otherwise agreed, our prices for all deliveries shall be in Euro, even for shipments outside of the European Monetary Union.

6.2 Price adjustments / increases

Unless otherwise agreed, the prices stated by us are subject to change. We are entitled to adjust or increase the prices when our supplier increases their sales prices, not inconsiderable price increases due to changes in exchange rates, custom duties or similar fiscal burdens occur or a period of more than twelve months lies between order placement (call order) and acceptance, providing that within this time period a new price list has come into force. A price adjustment / increase is excluded if this is unreasonable for the purchaser.

6.3 Packaging and packing materials

The costs for packaging and packing materials will be borne by the purchaser. We will take back packaging and packing materials. The costs for the return delivery will be borne by the purchaser. For deliveries outside of Germany, a return of all types of packaging is excluded.

7. Conditions of payment

7.1 Payment Dates

If nothing to the contrary has been agreed, the amounts submitted in the invoice are due for payment within 14 days after the date of invoice without a discount. Contrary to §§ 366, 367 of the German Civil Code (BGB), payments shall first be credited against the oldest respective principal demand. Cash discounts require a separate written agreement.

7.2 Default Interest, Right to Withhold Performance

In the event of delay of payment by the Purchaser, it is to pay interest in the amount of 8 percentage points above the respective base interest rate according to § 247 para. 2 of the German Civil Code (BGB) on the receivables outstanding subject to the assertion of further damages due to delay. In addition, in the event of default of payment we are entitled to deny our performances due, on other orders as well.

7.3 Payment by bill of exchange and cheque

Bills of exchange are only accepted in isolated cases if expressly agreed – and as with cheques – only for the purpose of payment subject to our acceptance. Discount and other expenses are to be paid by the customer.

7.4 Other settlement disorders

The delivery occurs on the condition of the creditworthiness and financial solvency of the purchaser. In the case of a delay in payments, the dishonouring of cheques or bills of exchange, suspension of payments, the commencement of proceedings for the regulation of debts, poor credit rating of a credit agency or if other circumstances arise that reduce the creditworthiness of the customer, we reserve the right to appropriately change the terms of the contract or, after finally refusing to make payment, to withdraw from the contract.

7.5 Right to offset and withhold payments

The purchaser only has the right to offset or withhold payments due to a counterclaim up to the amount of the claims established by force of law or recognized in writing.

8. Retention of title

8.1 Agreement of the retention of title

The supplied goods (subject to retention of title) shall remain our property until all claims against the customer to which we are entitled, arising from the business relationship, have been satisfied. Bills of exchange and cheques are only to be regarded as payment after being honored.

8.2 Extended retention of title

In the event of any processing or combination with other items not belonging to us by the purchaser to form a single new item, we have the right to joint ownership of the new item to the proportion of the value of the goods subject to retention in relationship to the other processed and/or combined goods at the point of time of the processing and/or combination. The thus resulting co-ownership shall be deemed as goods subject to retention of title in the sense of these regulations.

8.3 Sale and advance cessation

The purchaser is only entitled to sell the goods subject to our retention of title in the normal course of business and providing that they are not in arrears of settlement of all our claims. The purchaser hereby assigns to us all of their claims arising from such resale of the goods subject to retention of title as

security for all of our claims arising from the business relationship. We herewith accept this assignment. If the purchaser sells the goods subject to retention of title with other items or rights of co-ownership not belonging to us, the claim resulting from such resale is only assigned to us up to the value of our goods subject to retention of title. The value of the goods subject to retention of title is always calculated according to our invoice value. The purchaser is entitled to collect the claims ceded to us until this is revoked by us at any time.

8.4 Endangerment of the retention of title

For the duration of the retention of title, the purchaser is prohibited from pledging the said items or using them as security. In the event of pledging, confiscation or other restraints or interventions by third parties, particularly in the course of a compulsory enforcement, the purchaser shall notify us in writing without delay.

8.5 Obligation to surrender

Should the purchaser come to be completely or partly in arrears of payment, we are entitled to demand the release of the goods subject to retention of title and otherwise dispose of them as well as retain outstanding deliveries, even if we have not withdrawn from the purchase. A further warning or deadline is not necessary in this case. The enforcement of our right to retention of title shall not constitute rescission of the contract.

8.6 Release of securities

If the value of the securities to which we are entitled according to the preceding regulations exceeds the outstanding invoice value by more than 20%, we are obliged on demand of the customer to the release of the excess securities of our choice, but with the requirement that, with the exception of deliveries in the real current account relation, the release must be given only for such deliveries or their equivalent values which themselves are fully paid.

9. Defects in quality

9.1 Quality Specifications

The quality of the product to be delivered by us shall be described conclusively by the content of our written or digital offer documents, catalogs or other data carriers. Unless otherwise agreed in writing, the use submitted under our offer shall apply as the sole content of the agreement. Here a single-layer business operation on the part of the Purchaser is assumed to be the business foundation. In the event that the Purchaser desires to use our product in a multiple-layer operation, express written notice is required with the order in order to preserve warranty rights.

9.2 Obligation to examine and give notice of defects

The purchaser shall immediately examine our product upon receipt and immediately inform us in writing of any visible defects. Defects which could not be discovered by the most thorough examination and testing are to be reported to us in writing immediately but, however, not later than two weeks after their discovery. Should the purchaser not give notice of defects in due time, our delivery is considered to be in accordance with the contract and without defects. § 377 German Commercial Code (HGB) will apply.

9.3 Maintenance and service work

The purchaser shall be obligated to perform the maintenance and service work indicated in our operating instructions and other accompanying documentation in a timely and professional manner.

9.4 Insignificant defects / personal or third party negligence / wear

Claims on account of defects do not exist in case of an only minor deviation from the quality agreed upon, in case of a merely minor impairment in useability, in case of natural wear and tear or damage after the transfer of risk due to faulty or negligent handling or excessive strain, unsuitable operating materials, defective construction work, unsuitable foundation soil, chemical, electrochemical or electrical influences or other special external influences which were not foreseen under the terms of the contract, as well as in case of non-reproducible software defects. If improper modifications or repair work are carried out by the purchaser or third parties, claims attributable to these and the consequences thereof shall likewise also be excluded. Warranty claims shall also be excluded if the serial number of the supplied device/component is unrecognizable or date labels, CE or TÜV approval marks or other safety markings attached to the product have been removed or destroyed. Excluded from warranty claims are parts that have to be renewed or exchanged due to wear and tear. The purchaser shall not refuse acceptance of the delivery of goods supplied because of minor defects.

9.5 Liability for material defects

Our products or services will be replaced or repaired free of charge at our choice if a material defect occurs within the limitation period provided that the reason for the defect had already existed at the time when the risk passed, whereby the burden of proof is with the purchaser. We are to be initially granted a reasonable period of time for this subsequent performance. If our attempts at rectification fail on more than three occasions, the purchaser can withdraw from the contract or diminish the remuneration. Any claims for damages remain herewith unaffected.

9.6 Warranty period

Claims based on material defects are subject to a limitation period of 12 months. This does not apply if the law according to BGB (German Civil Code) § 438 paragraph 1 no. 2 (Construction works and goods for construction works), BGB § 479 section 1 (Right of recourse) and BGB § 634a section 1 no. 2 (Construction defects) does not specify longer periods, as well as in cases of bodily injury, sickness or disease or death, if there is an intentional or grossly negligent breach of duty by us, and in the event of fraudulent concealment of a defect. When a product is used in multi-shift operation, the warranty period ends after a period of 2000 operating hours has elapsed when no other written agreement has been made. Legal regulations as to suspension of expiration, suspension and recommencement of the period of limitation shall remain unaffected.

9.7 Used goods

For used products the warranty for material defects is completely excluded. Used machines or parts are supplied with the accessories that are actually present in the condition in which they were in when the contract was concluded. Any liability for obvious or hidden defects is also excluded when the machine was not seen by purchaser in advance, except in cases of fraudulently or gross negligently concealed defects.

9.8 Reimbursement of expenses

The purchaser shall have no claim with respect to expenses incurred in the course of subsequent performance, including costs of travel, transport, labour and material, to the extent that expenses are increased because the subject-matter of the delivery was subsequently brought to another location than the purchaser's location, unless doing so complies with the intended use of the supplied object.

9.9 Exclusion of claims of recourse

Claims of recourse against us by the purchaser pursuant to BGB (German Civil Code) § 438 only exist insofar as the contract entered into between the purchaser and their customer did not reach any agreements with the purchaser in excess of the statutory claims on account of defects and/or no reimbursement scheme in the sense of BGB (German Civil Code) § 43 exists between the purchaser and ourselves.

9.10 Return of defective products

Insofar as the purchaser makes a claim on the basis of our warranty, they are obligated at our discretion to send the defective product free of freight charges to us or to keep the product at their business location for the purpose of inspection and examination of defects.

9.11 Other claims

Item 11 of these General Conditions of Sales, Delivery and Payment (Other claims for damages) also applies to claims for damages. Further or more far-reaching claims than those items 9 and 11 for material defects by the purchaser against us or persons acting on our behalf are excluded.

10. Defects in title, industrial property rights, copyrights

10.1 Third party rights

Unless otherwise agreed, we are only obligated to render delivery within Germany free of third party industrial property rights and copyrights (referred to as follows as third party rights). Should a third party bring legitimate claims against the purchaser arising from the infringement of third party by products delivered by us and used pursuant to the provisions of the contract, our liability to the purchaser within the periods indicated in item 9.6 is as follows:

- We shall at our choice and at our expense either obtain a licence for the use of the delivered items in question, modify these such that the property right is not infringed or replace them. If the aforementioned is not possible under reasonable circumstances, the purchaser is entitled to the statutory right to withdraw from the contract or reduce the price.
- Our obligation to pay damages shall be governed by item 11 of these General Conditions of Sales, Delivery and Payment.
- Our obligations as described above shall exist only on the condition that the customer notifies us in writing without delay of the claims asserted by the third party, does not admit to the infringement and leaves in our hands any defence of the claims and settlement negotiations.

10.2 Representation of the purchaser

Claims of the purchaser shall be excluded if they themselves are responsible for the infringement of the third party rights.

10.3 Other grounds for exclusion

Claims of the purchaser shall also be excluded if the infringement of the third party right is caused by specifications made by the purchaser, through a type of use not foreseeable by us or are caused by the delivery being modified by the purchaser or being used together with products not provided by us.

10.4 Other defects of title

Where other defects in title occur, the provisions stipulated in item 9 shall apply.

10.5 Exclusion of further-reaching claims

Further or more far-reaching claims than those items 10 and item 9 for claims of the purchaser against us or persons acting on our behalf for a defect in title are excluded.

11. Other claims for damages

11.1 Disclaimer

Claims for damages and compensation for expenses by the buyer, regardless of the legal basis, in particular due to breach of duties resulting from the contractual obligation and from unlawful actions are excluded.

11.2 Mandatory Liability

This does not apply insofar as there is mandatory liability, e.g. pursuant to German product liability law (Produkthaftungsgesetz) in cases of intent, gross negligence, loss of life, bodily injury or damage to health, or breach of essential contractual obligations or due to the assumption of a warranty promise for the presence of a condition of the contract product (quality guarantee). The claim for damages and reimbursement of expenses for the breach of essential contractual obligations is however limited to the foreseeable damage typical of the contract unless intent or gross negligence is present or liability exists due to loss of life, bodily injury or damage to health. Under no circumstances shall we be liable in excess of the statutory claims. A change in the burden of proof to the disadvantage of the Purchaser is not associated with the above provisions.

11.3 Limitation

In the case of valid compensation claims by the purchaser according to item 11, these demands are subject to a limitation period as specified in item 9.6 of these conditions. The statutory periods of limitation apply for compensation claims pursuant to the product liability law.

12. Contractual guarantee

12.1 Guarantee for quality and durability

The agreement of a guarantee for the quality or durability of our products shall only be in written form and on a separate document.

12.2 Product description in printed matter and advertisements

All contents of our offer-related documents and other printed matter only constitute a description of the product and contain no offer for the conclusion of a guarantee agreement. The same applies for the contents of our advertisements.

13. Miscellaneous

13.1 Cancellation by the purchaser

The statutory right of the purchaser to withdraw from the contract in the case of a defect in the delivery does not imply any negligence. In all other cases the purchaser can only withdraw in the case of a breach of duty for which we are responsible.

14. Place of performance and jurisdiction / applicable law

14.1 Place of performance

The place of fulfillment for the obligations of both parties resulting from this contract is Emskirchen.

14.2 Court of jurisdiction

Exclusive court of jurisdiction for all disputes that may arise directly or indirectly from the contractual relationship is Nuremberg (Nürnberg). We are, however, also entitled to take legal action at the place of business of the customer.

14.3 Applicable law

For the legal relationship between us and the purchaser, the law of the Federal Republic of Germany exclusively applies under exclusion of the UN agreement regarding contracts relating to international goods purchases (CISG).