

The following terms and conditions shall apply to all services performed and deliveries and offers made by our company as well as to all orders placed with us. The customer accepts our terms and conditions as binding at the latest upon receipt and acceptance of the goods. We do not accept any conflicting or deviating terms and conditions set down by the customer, even if we have not expressly objected to such, and these shall only apply if we have expressly agreed to their validity in writing. Our terms and conditions shall apply to all contracts with entrepreneurs, corporate bodies under public law and special funds under public law, including contracts concerning future business relations even if they are not expressly agreed upon again. Subsidiary agreements and amendments to our terms and conditions shall only be valid if we give explicit confirmation in writing. If the parties to the contract agree on standard commercial terms, these shall be subject to **Incoterms® 2010** (7th revision) valid as per 1 January 2011 and their amendments, unless otherwise stipulated in the following terms and conditions. As regards orders for the production of custom-made sheet metal components, we reserve the right to stipulate **special terms and conditions for build-to-order production of components according to external designs**, preferentially on the basis of individual agreements. Our terms and conditions shall not apply if Part B of the German Construction Tendering and Contract Regulations [*Vergabe- und Vertragsordnung für Bauleistungen*]: **“General terms and conditions of contract for the execution of construction work (VOB/B)”** [*Allgemeine Vertragsbedingungen für die Ausführung von Bauleistungen (VOB/B)*] or Part B of the German Procurement and Contract Procedures for Supplies and Services [*Vergabe- und Vertragsordnung für Leistungen*]: **“General terms and conditions of contract for the execution of Services”** (*Allgemeine Vertragsbedingungen für die Ausführung von Leistungen (VOL/B)*) in the version valid on the date of conclusion of contract have been effectively incorporated in the contract.

I. Offers

1. Our offers are subject to confirmation. Agreements only become binding upon written confirmation by our company. There shall be no verbal auxiliary agreements.
2. Any objections to our letter of confirmation shall be submitted in writing within 14 days of receipt of our letter of confirmation; if the customer fails to raise an objection, this shall be deemed as consent.
3. We reserve the property rights and copyrights to all documents (images, drawings, descriptions, samples and similar tangible and intangible items) included with the offer. These documents shall be treated strictly confidentially at all times and may only be made available to third parties with our prior approval. The customer shall be fully liable in accordance with statutory provisions for any breach of the above obligations.
4. Information, drawings, images, technical data, weights, dimensions and specification of services as well as stated delivery periods in brochures, catalogues, circulars, advertisements, price lists or documents enclosed with the offer are approximate and non-binding unless they are expressly designated to be binding in the letter of confirmation.

II. Scope and period of delivery

1. The scope of delivery is determined in our letter of confirmation. If no separate letter of confirmation is issued, our offer and the customer's acceptance of this offer shall be considered to be binding.
2. All models, means of production and equipment produced by us on the customer's instruction shall remain our property at all times, even if the customer has contributed to the costs.
3. We are entitled to invoice reasonable additional charges for additional services and for subsequent changes and supplements to the order as well as subsequent acceptance, packaging and shipping specifications of which we are not informed until after conclusion of the contract.
4. The customer is not entitled to assign or transfer any claims against us or rights from our mutual business relationship to a third party unless he has gained our consent to do so.
5. We make every effort to meet specified delivery deadlines; however, we only accept an obligation to meet a delivery deadline if we have given an express guarantee of delivery date.
6. The delivery period begins on the day the letter of confirmation is sent to the customer, but not until all documents, permits, approvals or similar to be provided by the customer have been received and the customer has fulfilled all other obligations required of him to enable us to deliver the goods, and any agreed down-payment or payment securities have been received and all technical issues have been settled. The delivery periods shall be reasonably extended if the customer wishes to make changes or additions to the technical specifications.
7. In the case of custom-made products, we reserve the right to perform excess or short delivery and to make technical changes and changes to dimensions owing to our production capabilities. If the customer, after our prior approval, cancels the order as a result, we shall be entitled to invoice the costs and lost profits incurred up until cancellation of the order.
8. The period of delivery is deemed to have been met if the deliverable has left our factory or the customer has been informed that the deliverable is ready for shipment before the expiry of the deadline.
9. In the event of delivery delays attributable to the customer, we shall be entitled to invoice the agreed purchase price according to the agreed terms and conditions at the agreed delivery date. In such case, we reserve the right to invoice a storage fee of 0.5 % of the invoice amount per month or part thereof, unless we can verifiably prove that we have incurred higher costs, e.g. owing to external storage.
10. Delivery periods shall be reasonably extended in the event of force majeure (e.g. fire, war, natural disasters) or unexpected circumstances beyond our control and which we have been unable to avert, irrespective of whether the event occurred at our premises or our supplier's premises (e.g. strikes, lockouts, delays in delivery of essential parts and raw materials supplied by third parties etc.). Should such events occur, we are also entitled to demand reasonable amendment of the contract or to partly or completely withdraw from the contract. We assume no responsibility for the aforementioned circumstances, even if they occur during an already existing delay.
11. The customer is in no way entitled to claim contractual penalties, except when these have been individually agreed upon.

III. Prices and payment

1. In the absence of special agreements, delivered goods are invoiced ex works or ex warehouse at the price valid on the day of delivery, plus packaging, freight, postage, transport insurance and installation. Unloading and transfer to the warehouse are the responsibility of the customer. Statutory value-added tax is added to the prices. In the event of part deliveries, every consignment may be invoiced separately.
2. For consignments delivered more than four months after conclusion of contract, we reserve the right to take any increases in wages and/or prices for material incurred subsequent to submission of the offer into consideration by adjusting prices accordingly. The customer shall be notified of these in advance.
3. In the absence of special agreements, our invoices shall be immediately payable strictly net and without deduction. Any objections to invoices shall be made in writing within 14 days of receipt of the invoice, otherwise the invoice shall be considered to be accepted. Objections against an invoice do not release the customer from his payment obligations.
4. In the event of non-payment or delayed payment by the customer, we shall be entitled to charge default interest of 8 percentage points over the respective base rate. This shall not affect our right to prove and invoice higher damage caused by delayed payment. In the event of non-payment or delayed payment we shall also be entitled to revoke any discounts, cash discounts and other benefits which may have been granted. Furthermore, we shall also be entitled to demand immediate payment of all outstanding amounts arising from the contract. Unless outstanding amounts, including default interest, have been paid in full, we are not obliged to deliver further consignments belonging to current orders without being considered to be in arrears with delivery. Furthermore, we are entitled to demand advance payment for future shipments.
5. Payments shall be made in euros. Exchange rate changes shall be at the customer's risk.
6. Cheques and bills of exchange are only accepted as payment (not in lieu of performance), i.e. subject to complete, due encashment. We are not obliged to accept cheques and bills of exchange; use of the bill of exchange shall be left to our discretion. All costs incurred by us in connection with this payment method shall be charged to the customer.
7. In the event of assignment of our claim, such claim shall not be considered to be deferred.
8. We are entitled to demand securities or down payments.
9. Failure to comply with terms and conditions of payment, as well as delays in payment or circumstances that give reason to downgrade the customer's credit score shall result in immediate maturity of all our claims. If the customer's credit score is downgraded, we are also exempted from our duty to perform; in this case we are entitled to recall goods that have not yet been accepted by the customer.
10. Payments shall only be made to us directly. If several contracts have been concluded with the same customer, we are entitled to allocate payments by the customer at our own discretion.
11. The customer is only entitled to offset payments if his counterclaims are undisputed or have been established as being legally valid.

12. The customer only has a right of retention if his counterclaim refers to the same contractual relationship.
13. For orders amounting to less than EUR 150.00, we are entitled to make a minimum quantity surcharge of at least EUR 10.00 and no more than EUR 50.00 plus VAT. This does not apply to orders for spare parts.
14. The right to make further contractual or legal claims in the event of non-payment or delayed payment remains unaffected.

IV. Return deliveries

Unless the customer is entitled to return the goods on legal or contractual grounds, he may not return the supplied goods until we have given our prior written approval. In this case we shall accept the returned goods ex gratia and without acknowledgment of liability and shall only credit a maximum of 80 % of the original net invoice amount to the customer, even if the goods are in perfect or unused condition at the time of receipt of the return delivery. Notwithstanding sentence 2, damaged goods and custom-made products are expressly excluded from return.

V. Passing of risk, shipment, receipt and part deliveries

1. If it has been agreed that obligation is to be performed at the place of business of the seller [*Holschuld*], risk shall pass to the customer upon selection and placing of the goods at the customer's disposal according to contract. If it has been agreed that the goods shall be dispatched to the customer and obligation is to be performed at the place of business of the customer [*Schickschuld*], risk shall pass to the customer upon the goods being handed over to the forwarder. This shall also apply if we have agreed to bear the transport costs. If shipment is delayed due to circumstances for which the customer is responsible, risk shall pass to the customer on the day the goods are ready for dispatch. We are, however, obliged to take out insurance as requested by the customer at the cost of the customer. If it has been agreed that obligation is to be performed at the place of business of the customer [*Bringschuld*], risk shall pass to the customer upon the goods leaving the factory or warehouse. The same shall apply if the creditor is in default.
2. We reserve the right to select the mode of shipment, unless specific agreement has been made. We shall take out transport insurance for each shipment, the costs for this being invoiced to the customer. However, upon express request the customer may also insure the goods himself.
3. The customer shall accept delivery of supplied goods even if they have minor defects, regardless of the customer's rights arising from Section VII.
4. Part deliveries are permissible as far as these are reasonable from the customer's aspect.
5. If goods are to be exported, the customer has the right to inspect the goods at the factory or warehouse prior to shipping. The goods are deemed to have been delivered according to contract upon dispatch from the factory or warehouse.

VI. Retention of title

1. The supplied goods remain our property (goods subject to retention of title) until full payment of the purchase price, including all incidental claims, has been effected. If bills of exchange or cheques have been accepted, retention of title

remains in place until the full amount is redeemed in cash or, in the event of cashless payments, the full amount has been unconditionally credited to our account. In the case of current account relationships, we reserve title of ownership until all payments from the current account relationship have been received; retention of title refers to the acknowledged balance of account. In the case of ongoing business relationships, we reserve the title of ownership to all supplied goods until the customer has settled all current and future claims from this business relationship. This retention of title also applies to spare and replacement parts even if they have not become non-essential parts within the meaning of § 93 of the German Civil Code [*Bürgerliches Gesetzbuch, BGB*] due to installation.

2. The customer shall treat the supplied goods with due care, in particular he shall perform necessary inspections and maintenance work.
3. The customer may not pledge or assign by way of security nor transfer the rights to the supplied goods and superseding claims. In the case of attachments or other third-party intervention, the customer shall inform us immediately in writing so that we can lodge third-party action against execution pursuant to § 771 German Code of Civil Procedure [*Zivilprozessordnung, ZPO*] if necessary. Any costs in connection with this claim that have been incurred by us despite winning action under § 771 ZPO shall be borne by the customer.
4. The customer has the right to sell, process or mix the supplied goods in the ordinary course of business. However, the customer assigns to us here and now all claims arising from further sale, processing or mixing of the goods or on other legal grounds to an amount corresponding to the final invoice (including VAT), as well as all ancillary rights. Should the supplied goods be partly owned by us on the basis of retention of title, the assignment of claim shall equal the co-ownership share. If the supplied goods are sold together with third-party goods not owned by the customer or together with other third-party services, the resulting claims shall be assigned to us according to the proportion of the final invoice amount for our goods in relation to the final invoice amount of the third-party goods or services. If the assigned claim is included in a current account, the customer assigns here and now a corresponding part of the balance (including the closing balance) from the current account relationship to us.
5. The customer shall remain entitled to collect claims even if he has assigned them. This shall not affect our own right to collect the claims. The customer shall hand over all collected amounts to us immediately. We agree not to collect the claims as long as the customer fulfils his payment obligations, is not in default of payment and has not filed for insolvency proceedings or has suspended payments. However, in such case the customer shall at our request disclose the claims against third parties assigned to us and the corresponding debtors, shall provide all information required to collect the claim, shall hand over the corresponding documents and shall inform the debtor of assignment of the claim. This also applies if the customer unlawfully sells, processes or mixes the supplied goods.
6. Retention of title also applies to products created by processing or altering the supplied goods at their full value, the processing or alterations are considered as being carried out on behalf of our company so that we are considered to be the manufacturer of these products. If processing or alteration involves the goods of third parties who still have retention of title, the customer shall allow us to acquire joint ownership of the new products proportional to the actual value of

the products. The customer is obliged to keep these products in safe custody for us.

7. Should goods subject to our retention of title be connected or inseparably mixed with other movable items to form a uniform product and one of these other items is deemed to be the principal item, the customer shall transfer joint ownership to us on a pro rata basis, provided that the principal item is owned by him. The customer shall keep the co-owned products created in this way in safe custody for us. Moreover, the same regulations shall apply to the new product as to the goods supplied by us and subject to retention of title.
8. If the supplied merchandise is connected to real estate, the customer shall assign to us any claims against third parties that may result thereof. This assignment shall have priority over any other claims.
9. The securities to which we are entitled shall not be taken into account as far as the estimated value of our securities exceeds by 50 % the nominal value of the claims to be secured. It shall be left to our discretion to select which securities are to be released.
10. If the customer fails to comply with the terms of contract, especially if he is in default of payment, we are entitled to take back the supplied goods after repeated failure of the customer to meet our deadlines. Mere taking back of the goods shall only constitute withdrawal from the contract if the customer has failed to meet the set deadline after a suitable period of grace, and withdrawal from the contract has been expressly declared in writing. The costs incurred in connection with taking back the goods, in particular transport costs, shall be borne by the customer. Furthermore, we are also entitled to prohibit the customer from selling or processing, connecting or mixing the goods supplied and subject to retention of title and to cancel the direct debit mandate. The customer may only demand delivery of the goods recovered without express notice of withdrawal subsequent to payment of the full purchase price and all other costs.

VII. Defects and liability for material defects

We assume liability for defects of the supplied goods as follows, provided that the customer has duly fulfilled his obligation to inspect and give notice of defects pursuant to § 377 German Commercial Code [*Handelsgesetzbuch, HGB*]:

1. Should any of our goods be defective, we are entitled to remedy the defect or provide replacement at our discretion (subsequent fulfilment). We are entitled to refuse both forms of subsequent fulfilment if it is impossible for us to remedy the defect or if doing so would involve unreasonable cost.
2. Should we fail to provide subsequent fulfilment pursuant to paragraph 1, the customer shall have the right in accordance with statutory provisions to reduce the purchase price or withdraw from the contract at his discretion; this shall apply in particular if subsequent fulfilment is impossible, is culpably delayed or has been repeatedly unsuccessful.
3. The above provisions also apply if a different item or an insufficient quantity is supplied.
4. The processing and installation of supplied goods shall be deemed to be a waiver of the notice of defects, provided that the defect was evident.
5. Replaced parts shall become our property.
6. Claims on account of defects become statute-barred one year after delivery of the item. Items which were used in a building in keeping with their customary

use and which have caused a defect to such building become statute-barred 5 years after delivery of the item. The claim for a reduction in price and the right to withdraw from the contract are excluded if the claim for subsequent fulfilment has become time-barred. However, should sentence 3 apply, the customer is entitled to refuse payment of the purchase price to the same extent as he would be entitled to do so on the basis of his right to reduce the purchase price or withdraw from the contract; if the customer justifiably refuses payment along these lines, we are entitled to withdraw from the contract.

7. We accept no liability:
 - a) for minor defects which do not reduce the value of the item or its suitability for the purpose stipulated in the contract;
 - b) for defects resulting from natural or normal wear and tear, in particular of supplied parts that are listed as being subject to wear and tear in the product specifications;
 - c) for defects resulting from incorrect installation or commissioning by the customer or third parties;
 - d) for defects resulting from improper or inappropriate use or from alterations that have not been previously approved by our company, or from incorrect or negligent operation or handling, the use of unsuitable operating materials, adverse influences etc.
8. The validity of quality marks and marks of conformity may be limited or cancelled if changes are made to the design.
9. Our liability for essential parts that are produced by third parties, e.g. components, devices etc., and are included in the goods supplied by us is restricted to the assignment of our own justified warranty claims against our supplier.
10. Assurances and guarantees are only effective if they have been expressly stated in writing.
11. Any other claims by the customer are excluded regardless of their legal grounds, in particular claims concerning culpa in contrahendo, breach of major and incidental contractual obligations, tort and other claims in tort, and regardless of their nature, including in particular claims concerning damage beyond the supplied item, claims for compensation of lost profit and claims not resulting from defects of the supplied item, without prejudice to paragraph 12; the same applies to claims by the customer for reimbursement of expenses, with the exception of claims made pursuant to § 439 par. 2 of the German Civil Code.
12. We assume liability in accordance with statutory provisions for intentional or grossly negligent failure to fulfil our obligations; any faults by our agents or legal representatives are deemed to be our fault. The same applies for injury to life, limb or health, or if a guarantee has been given and a feature has been guaranteed, particularly if a defect in connection with this falls under our liability. If we have culpably but unintentionally violated an essential contractual duty or cardinal duty, our liability is limited to the foreseeable damage typical for this type of contract; in all other cases liability is excluded in accordance with paragraph 11. The above provisions apply accordingly to the reimbursement of expenses.
13. If the risk of damage typical for this type of contract is covered by a liability insurance taken out by our company, our liability and the liability of our legal representatives or agents is limited to the amount covered by the liability insurance. If the damage is not covered by the insurance, we shall be obliged to pay compensation up to the insured amount.

14. The above exclusion of liability does not apply if and to the extent that we are liable according to the provisions of the German law on the liability for defective products [*Produkthaftungsgesetz – ProdHaftG*] of 15/12/1989 in the currently valid version.

VIII. Right of the customer to withdraw from the contract and other liability on our part

1. Apart from the cases covered by the provisions of these terms and conditions, the customer is also entitled to withdraw from the contract if it becomes definitively impossible for us to supply all or parts of the ordered goods and the customer is not interested in partial performance; alternatively, he is entitled to demand corresponding reduction of the purchase price. If neither of the parties is responsible for impossibility of performance, we are entitled to claim payment for that part of the goods and services that has already been supplied.
2. If there is any delay in delivery, the customer is entitled to withdraw from the contract, provided he has granted us, in writing, a reasonable period of grace under threat of withdrawal from the contract and this deadline has expired fruitlessly at our fault.
3. Claims for damages by the customer are excluded if the customer withdraws from the contract, without prejudice to paragraph 4; the same applies to any claims by the customer for reimbursement of expenses.
4. We assume liability in accordance with statutory provisions for intentional or grossly negligent failure to fulfil our obligations; any faults by our agents or legal representatives are deemed to be our fault. The same applies for injury to life, limb or health, or if a guarantee has been given. If we have culpably but unintentionally violated an essential contractual duty or cardinal duty, our liability is limited to the foreseeable damage typical for this type of contract; in all other cases liability is excluded in accordance with paragraph 3. The above applies accordingly to the reimbursement of expenses.

IX. Repairs and services

1. If the customer requests a cost quotation prior to a repair he should explicitly state this. The quotation is subject to charge; charges for the quotation shall be offset against the repair costs if the repair work is actually carried out.
2. If services are rendered under the auspices of the customer (instruction of operating personnel, planning and execution of installation work, commissioning, repairs etc.), we reserve the right to stipulate **terms and conditions for installation work**, preferably on the basis of individual agreements.

X. Severability clause

If any of the terms and conditions stated here is or becomes invalid in part or in full, this shall not affect the validity and enforceability of the other terms and conditions. The term or condition which is or has become invalid shall be replaced by a term or condition that is as close as possible to the economic purpose of the contract while at the same time reasonably protecting the interests of both contracting parties.

XI. Place of jurisdiction, applicable law, contract language and distribution of burden of proof

1. Place of jurisdiction shall be our registered business domicile, provided that the customer is a registered merchant [*Vollkaufmann*], a corporate body under public law or a special fund under public law. The same applies if the customer does not have a general place of jurisdiction in Germany. We are also entitled to take legal action at the place of the customer's registered domicile.
2. The non-harmonized laws of the Federal Republic of Germany (German Civil Code, German Commercial Code) shall apply to all claims and rights arising from this contract. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Contract language is German.
4. None of the provisions stipulated in these terms and conditions shall alter the distribution of the burden of proof according to legal provisions or as ordered by a court.

XII. Utilization of data

The customer agrees that the data collected in the course of the business relationship may be used for the business purposes of our company in compliance with the German Federal Data Protection Act.