

## **Terms and conditions of sale and delivery**

### **I. General terms and conditions**

#### **1. General**

Contract conclusion, delivery and performance shall be conducted exclusively according to the following provisions. Contrary terms of the customer's are hereby contradicted: they are also not acknowledged even if, on their receipt, we do not again contradict them.

Our terms are regarded as acknowledged by the customer's order placement.

#### **2. Limitation of liability**

a)

In the case of obligation breaches due to ordinary negligence, our liability is limited to foreseeable direct average damage typical for the nature of the goods. This also applies to obligation breaches due to ordinary negligence on the part of our legal representatives or agents. We accept no liability towards companies in the case of breach of insignificant contractual obligations due to ordinary negligence.

b)

The aforementioned liability limitations do not affect the buyer's claims based on product liability. Liability limitations do not furthermore apply in cases of bodily or health injury or loss of life to the customer/supplier attributable to us.

c)

Compensation claims by the customer/supplier due to a defect shall be time-barred after one year from the delivery of the goods. This does not apply if we can be accused of malicious intent.

#### **3. Applicable law and place of jurisdiction**

a)

The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

b)

Insofar as the buyer is a registered trader according to the Commercial Code, a body corporate or a separate estate under public law, depending on the amount in dispute, Fürstentfeldbruck or Munich shall be agreed as sole place of jurisdiction for all disputes arising indirectly or directly from the business connection. The same applies if the buyer has no legal domicile in Germany or if his domicile or habitual abode is not known when the suit is filed.

#### **4. Separability clause**

In case individual provisions of these delivery and payment terms shall be wholly or partially invalid, all other provisions or agreements shall remain in full force and effect. The wholly or partially invalid provision shall be replaced by a provision the economic effect of which is as similar as possible to the invalid provision.

## **II. General terms of sale and delivery**

### **1. Offers, order confirmations and conclusion of contract**

Our offers are subject to change and non-binding, acceptances and all orders require our written or telex confirmation to be legally effective. The same applies to additions, modifications or subsidiary agreements. In the case of immediate delivery, written confirmation can also be replaced by an invoice.

### **2. Prices**

a)

All prices are net, exclusive of packaging, shipping, postage and insurance, and VAT valid on the day of delivery ex Hamburg. In the case of orders to the value of more than 1000 Euro net, delivery is free of charge within the country: for export shipments, free German border (CIF Hamburg). A handling fee of 5 percent – at least 12 Euro – shall be charged for deliveries on behalf of the customer to third parties.

b)

The minimum invoice amount is 1000 Euro net. Orders less than this invoice amount cannot be executed.

### **3. Delivery dates**

Delivery dates and deadlines are non-binding unless expressly agreed otherwise in writing. Fulfilment of specific delivery dates and deadlines by us is subject to the correct and punctual delivery of sub-suppliers and manufacturers.

### **4. Delivery period**

Delivery deadlines begin as per our order confirmation, however not before all order details are clarified and all other requirements on the part of the customer have been fulfilled. Deliveries prior to expiry of the delivery period and part deliveries are permitted.

## **5. Force majeure and other impediments**

a)

Delivery and performance delays due to force majeure or other unforeseen events beyond our control that greatly impede or preclude delivery by us (e.g. war, warlike events, strikes, lockouts, official directives, non-award of export, import or transit approvals, national measures to restrict trading or other operational disruptions of any nature, traffic disruptions, regardless of whether these events occur with us, our suppliers or sub-suppliers, entitle us to extend delivery or performance by the period of the impediment plus an appropriate start-up period or to withdraw entirely or partially from the contract – insofar as the latter is not yet fulfilled.

The delivery period shall also be extended by the time that the customer himself is in default of fulfilment of his contractual obligations.

b)

If the impediment lasts for longer than 3 months, after setting an appropriate grace period (at least 14 days), the customer is entitled to withdraw wholly or partially from the contract insofar as the latter is not yet fulfilled. If extension of the delivery period is extended due to 5. a) or we are released from our obligation, the customer cannot derive any compensation claims from it. We can only plead the aforementioned circumstances if the customer has been notified immediately hereof.

## **6. Testing procedure, acceptance**

a)

If the customer wishes us to perform necessary tests, he must notify us of this in writing. The nature and scope of testing shall be agreed as per conclusion of contract.

b)

If an acceptance procedure is desired, the scope and conditions shall be set out as per conclusion of contract. The acceptance procedure shall take place immediately after notification of readiness for approval in the supplying factory at the customer's cost. If the acceptance is not carried out, not carried out on time or carried out incomplete, we are then entitled to ship the goods or store them at the customer's cost and risk: the goods are thus regarded as accepted.

## **7. Deviations in dimensions, weight and quantity**

Illustrations, drawings, dimensions and weights specified in catalogues, the homepage, offers, advertising material etc. are only approximate and subject to modification without notice. Deviations in quantities up to 10 percent over or under the order quantity are allowed.

## **8. Packaging**

In the case of deliveries with a goods value of over 1000 Euro net packaging is free of charge.

The choice of packaging type is at the supplier's discretion, although based on the provisions of the packaging directive. Please note that we do take back shipping packaging in the case of free delivery (incl. carriage), however, we shall not bear any disposal costs.

If the boxes, rail containers, wire, Euro or wooden pallets used for packaging are not returned within two weeks, the supplier is entitled to charge for the costs thus incurred.

## 9. Shipping

Shipping within in Germany is free recipient's domicile or in export, free German border, untaxed, duty unpaid, except for deliveries from orders under 1000 Euro net. For these deliveries the shipping costs are added to the invoice value. The extra costs for desired express and special deliveries shall in any case be borne by the customer.

The choice of shipping type is at our discretion, however without obligations for the supplier. In the absence of any special instructions, the choice of shipping means and routes is at our discretion, excluding any liability.

## 10. Transfer of risk/shipping insurance

The transfer of risk is as of CIF Hamburg. Shipping of the goods is at the customer's risk. Shipping insurance shall only be taken out by us at the express wish of the customer and shall then be charged to him.

If shipping is delayed through no fault on part of the supplier, the risk shall be transferred to the customer on the day on which the supplier notifies readiness for shipping or collection.

## 11. Return shipment

We charge a re-warehousing fee of 20 percent of the goods value, at least however 15 Euro for return shipments not due to fault on our part. Any return shipment shall be made at no cost to us. Any shipping, packaging, carriage or other subsidiary costs shall be charged to the party returning the goods. In any event, return shipments may be sent only after our express consent.

## 12. Terms of payment

a)

Our invoices are payable without any deduction within 30 days from the invoice date.

b)

In the event of delayed payment interest shall be charged at the interest rate calculated by the bank, at least however 8 percent points above the base rate of the European Central Bank.

c)

We are entitled, despite contrary provisions of the customer, to first offset payments against the latter's older debt. We shall notify the customer as to the method of offsetting. If costs and interest have already been incurred, we are entitled to first offset payment against the costs, then the interest and finally against the main sum outstanding.

d)

Part deliveries and services may be invoiced separately.

e)

Offsetting or assertion of a right of retention is excluded, unless the counterclaim has been legally ascertained or acknowledged by us.

f)

If payment terms are not observed, all our outstanding accounts, including those for which we have accepted a promissory note, are due immediately.

g)

If the customer does not fulfil his payment obligations, stops payment or a bank does not honour a cheque, we are entitled to withdraw from the supply contract as well as possible extension agreements following a period of grace set by us. We are also entitled to exclude the defaulting customer from further delivery, even if the supply contracts on such deliveries have been concluded.

h)

We are entitled to assign our claims.

i)

Payment of our invoices shall incur no costs for us. Any bank charges or other additional money transaction charges shall be borne by the customer. An invoice is only regarded as paid once we have been credited with the equivalent value of the full invoice amount.

### **13. Terms of payment**

a)

We reserve title to the delivered goods until all dues incurred or still being incurred from the these terms and conditions, irrespective of their nature and type of claim, are paid in full. In the case of current accounts, the reserved title serves as security for balance claims.

b)

Handling or processing of the goods delivered by us and still in our ownership shall be deemed as made on our behalf, without any liabilities arising for us hereby.

c)

In the case the goods are integrated in third party goods by the customer we become co-owners of the newly created products proportional to the value of the goods delivered by us within the third party goods used.

d)

If the goods delivered by us are mixed or combined with other objects, the customer shall already at this point relinquish his ownership or co-ownership rights to the mixed or new object and shall keep it for us free of charge, exercising necessary care.

e)

The customer is entitled to process and sell the reserved goods in the proper course of business as long as he is not in default of payment. Pledging und transfer of ownership by way of security are not permissible.

f)

Assignment of the customer's claims on his customer from the resale of the reserved goods delivered by us is excluded, unless by way of genuine factoring, in which case we shall be notified and the factoring proceeds must exceed the value of our secured claim. Our claim is due immediately on crediting of the factoring proceeds.

g)

As a precaution, the customer already now assigns to us all claims (including all balance claims from current accounts) arising from resale or another legal reason (insurance/tort ) in respect of the reserved goods. We revocably authorise the customer to collect in his own name the claims assigned to us for our account. The collection authorisation may only be revoked if the customer has not met his payment obligations properly.

h)

In the case of access by third parties to the reserved goods, our ownership shall be indicated to the customer and we shall be immediately notified so that we can take the judicial or non-judicial measures in order to protect our claims. The customer shall bear the judicial or non-judicial costs hereby incurred.

i)

The customer shall avert access by third parties. In case of breach of contract by the customer, in particular default of payment, we are entitled to recover the reserved goods or, if necessary, to demand assignment of the customer's claims for possession on third parties. Deviating from paragraph 449 II of the German Civil Code it is not necessary to terminate the contract in such an event.

j)

Our recovery and seizure of the reserved goods by us - insofar as a consumer is not involved – does not represent a withdrawal from the contract.

k)

If a cheque is not honoured, the customer pledges to return the received goods at our request in the remaining quantity at his own cost and risk.

l)

If the value of the retained securities exceeds 20 percent of our claim, at the customer's demand, we shall release securities of our choice to the relevant amount. The customer bears the onus of proof that the retained securities exceed 20 percent.

## **14. Warranty**

a)

We ensure the faultless manufacture of the parts supplied by us pursuant to the agreed technical delivery specifications. The conformity of the goods shall be established at the time of transfer of risk.

b)

The warranty period is 1 year from delivery of the goods.

c)

We shall initially have the choice to meet warranty claims by either repair or replacement.

d)

The customer must notify us in writing immediately of any recognisable defects, however at the latest within 1 week following receipt of the delivered object. Defects that cannot be discovered even on careful examination within this period shall be notified to us in writing immediately, at the latest however within 1 week of their discovery. Otherwise the assertion of warranty claims is excluded. Prompt dispatch suffices to observe the deadline.

The full onus of proof lies with the customer for all claim requirements, in particular for the defect itself, for the time at which the defect was established and for the promptness of the complaint.

e)

No new warranty periods come into effect due to the replacement of parts, modules or whole devices. We supply no warranty for wearing parts or the improper use, storage and handling of devices. External interventions result in the exclusion of warranty claims.

f)

After three failed attempts to repair faulty goods, the customer has the fundamental choice between a reduction in payment (abatement) or rescission of the contract (annulment). However, in the case of merely insignificant contract breaches, in particular minor defects, the customer is not entitled to rescind the contract.

g)

If, following failed attempts to repair, the customer chooses to withdraw from the contract due to a legal or material defect he is not entitled to claim damages for delivery of faulty goods. If the customer chooses compensation after failed attempts to repair, the goods remain with the customer if this can reasonably be expected of him. Compensation is limited to the difference between the price and the value of the defective object. This does not apply if the contract breach should have been caused maliciously.

h)

The customer does not receive any guarantees from us in the legal sense. Manufacturer guarantees are not affected hereby.

## **15. Data protection**

We are entitled to electronically save and process personal data about the customer received in the course or in connection with of the business relationship in accordance with the German Federal Data Protection Act, regardless of whether we obtain such data from the customer or from third parties.