

1. Scope of application

The conditions herein below apply to all contracts, deliveries and services. Any deviation from these shall require a written approval. Our terms and conditions shall apply exclusively. We hereby object to the buyer's conditions of purchase.

2. Offer, conclusion of contract

- a. Offers are always subject to confirmation. Orders shall be considered accepted if they are confirmed by us in writing or if they are carried out forthwith upon receipt of the order; in this case, the delivery note and/or the invoice shall be considered the confirmation of order. Every order, regardless of whether such is effected verbally or in writing, shall be considered binding by us. In case of call orders, the entire quantity ordered shall be accepted within the period agreed on.
- b. Our prices always refer to our current price lists. Promises regarding special prices only refer to the respective order concerned and do not have the effect of precedents regarding subsequent contracts.
- c. The documents enclosed with the offer, such as drawings, calculations, specifications regarding weights and dimensions, shall only be decisive to an approximate degree unless other provisions are made. Such data, especially with regard to services and the usability of the products delivered as well as DIN standards, shall only be considered warranted qualities within the meaning of art. 459 (2) BGB [German Civil Code] if we expressly assure this in writing. Assurances by persons making verbal statements and authorised to represent our company or authorised to represent our side in relations to the outside world without any restrictions shall not be affected by the above-mentioned provision.
- d. Technical advice is provided according to the best of our knowledge and belief. A liability can only be derived from this in case such advice is a part of our contractual agreement.
- e. In case facts, such as defaults in payment regarding previous services, which permit the conclusion of a fundamental deterioration of the orderer's financial situation to be drawn according to reasonable discretion, become known after the conclusion of the contract, we shall be entitled to demand advance payments or corresponding securities and to withdraw from the contract in case of refusal, in which case partial deliveries already effected shall fall due for payment immediately.

3. Prices, payment

- a. Our prices are quoted in EUR plus the respective value-added tax valid at the time of invoicing on principle.
- b. The prices specified in our confirmation of order shall be decisive. Additional services are specified separately.
- c. The first delivery is effected against cash in advance. In individual cases, we reserve the right to demand cash in advance in other cases as well.
- d. Bills, cheques or money orders shall only be accepted upon a separate written agreement to that end and by including all costs and expenses applicable to such.
- e. If the payment term is exceeded, we shall be entitled to charge default interest to the amount of 5% above the respective valid Federal Bank discount rate. The right to assert further damage shall be reserved.
- f. Unilateral deductions from our invoice for the disposal of packaging material shall not be permitted.

4. Terms of delivery, Transfer of risks

- a. Unless a written assurance by the management team which is expressly referred to as binding is provided, a delivery term shall only be considered agreed on as an approximate term. Said term shall commence on the day on which all technical and administrative details of the order are sorted out and on which all required documents are compiled. Such period shall be extended by the period during which the buyer is in default with regard to the performance of its contractual obligations.
- b. The expiry of certain delivery periods does not release the buyer wishing to withdraw from the contract or to demand compensation from the obligation to grant a reasonable extension of time – of at least four weeks – for the performance of the obligation and from the obligation to submit the declaration that it will refuse performance of the obligation after the expiry of said period. Except in cases of premeditation or gross negligence, default liability shall be restricted to 10% of the purchase price. Any further liability on grounds of delays shall be excluded.
- c. Partial deliveries shall be permissible on principle unless such are strictly excluded beforehand.
- d. We shall not be responsible for delays in delivery and performance caused by force majeure (interruptions of service, strikes, lock-outs, obstructions of infrastructure, etc.). We shall inform the customer of the beginning and end of such obstructions as soon as we obtain information on such.
- e. We shall be entitled to choose the shipping route and means of shipping. The same shall apply with regard to packaging which is provided in accordance with aspects of transport and safety technology.
- f. In case shipment is postponed upon the buyer's request or through the buyer's fault, the products shall be stored at the buyer's expense and risk.
- g. We shall not be liable for delayed deliveries by the hauler and the consequences of such.
- h. Our shipments are effected on the basis of the latest version of the INCOTERMS.

5. Reservation of title

- a. We reserve the rights in the goods until complete fulfilment of the claim established under the existing contract. All goods delivered shall remain our property until full payment of all claims to which we are entitled from the customer on the basis of our business relationship. Until full payment of the goods the customer shall be obliged to take out a comprehensive insurance of such against loss or damage caused by the use of external force. The amount of such insurance shall at least correspond to the amount of the respective outstanding debt. In the event of a violation of duty by the customer, especially in case of a default in payment, we shall be entitled to demand the surrender of the delivery item and/or to withdraw from the contract even without fixing a time limit; the customer shall be obliged to surrender the delivery item. The request for the surrender of the delivery item does not constitute a notice of withdrawal on our part unless this is expressly declared. In case the customer has processed the delivery item, it assigns its claim to the purchase price and/or compensation for work towards the third-party customer to us to the amount of our existing claim by way of security. We accept such assignment. In case of default, we shall be entitled to disclose the assignment for security to the third-party customer and to assert our customer's demand for payment and to demand payment of such on our own behalf.
- b. The customer shall inform us in writing forthwith in the event of seizures, attachments, third-party interventions or other dispositions regarding the goods.
- c. In case of any behaviour by the customer which constitutes a breach of contract of any type, we shall be entitled to withdraw from the contract and to demand the return delivery of the goods.

6. Guarantee provision, warranty

6.1. Return of products:

A return of defective products for credit cannot be accepted without a prior written approval. Unpaid shipments are not accepted without a prior written approval. We reserve the right to examine and repair the products returned at our own discretion.

6.2. Repair:

Defective products shall be directly returned to us or to one of our authorised dealers. In this context, accompanying documents which clearly indicate the cause of the return of the products, shall be enclosed with the shipment. Information on the date of the purchase and on the date on which the final product was put into circulation has to be specified, records shall be enclosed.

In case a repair within the guarantee period is expected, this has to be specified clearly.

6.3. Guarantee period:

The guarantee period shall amount to 24 months as of the invoice date. Original equipment manufacturers are granted a guarantee period of 24 months after the final product is put into circulation provided evidence of this fact can be furnished beyond doubt. However, this warranty claim shall be granted for a maximum of 30 months after the invoice is issued to the original equipment manufacturer.

6.4. Preconditions for the guarantee:

- a. A claim under the guarantee shall only arise if the product has been used in line with the recommended specifications. Any use of the products outside these recommended and prescribed conditions of use, which differ from model to model, shall lead to the lapse of any claims under the guarantee.
- b. A claim under the guarantee cannot be granted in case the products have been used improperly or are damaged externally, in case they have been exposed to excessive physical strains or excess voltage or in case serial numbers are missing or have been modified.
- c. Wear and tear parts are exempt from the guarantee on principle. Various wear and tear parts have to be replaced after a mandatory period of operation, which differs from model to model. Defects attributable to non-compliance with this maintenance requirement lead to the forfeiture of any claim under the guarantee.
- d. The original date of the purchase continues to be decisive for the determination of the guarantee period for repaired or replaced products.
- e. We expressly point out that the user is responsible for the proper use of the products. The claim under the guarantee shall lapse in case defects are caused by improper handling of the product and by the inappropriate replacement of wear and tear parts. The user or original equipment manufacturer shall be responsible for the selection of the products and the proper use of the products. Any claim to compensation which is caused by the non-compliance with these aspects or by inappropriate product selection shall be excluded.
- f. In case of defects in products, these shall be replaced or repaired at our choice. In any case, subsequent improvement shall only be deemed to have failed after the second unsuccessful attempt. There shall be no further claim with regard to consequential costs incurred in case of defects in the product. Any liability for damages arising from non-performance or malperformance shall be excluded unless such is based on premeditation or gross negligence on our part or on the part of one of our representatives or vicarious agents.
- g. The provision contained in paragraph f. above shall extend to compensation in addition to performance and compensation instead of performance regardless of the legal reason for such, especially on account of defects, the violation of obligations arising from the contractual obligation or from tort. It shall also apply with regard to the claim to compensation for wasted expenditure and to cases of damage in the buyer's legal assets, e.g. damage to other items, caused by the delivery item.

7. Final provisions

In case the customer is a general merchant, a legal entity under public law or a special fund under public law, the place of performance for deliveries and payments as well as all legal disputes arising shall be Steinbronn; Böblingen shall be the legal venue. However, we reserve the right to institute legal proceedings against the customer at its legal venue. The contractual commitments shall exclusively be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.