Sales and Delivery Conditions

§ 1
Conclusion of Contracts

1.1 These Sales and Delivery Conditions shall govern any and all quotations, offers, contractual relations and deliveries between us and the “Buyer” as far as the latter is an entrepreneur/undertaking, a legal person under public law or a special fund under public law (öffentlich-rechtliches Sondervermögen).

1.2 All quotations, offers, contracts, deliveries and performances are exclusively subject to the following terms and conditions. Differing conditions of the Buyer, which are not accepted explicitly in writing are not binding, even if we perform a contract without contradicting such conditions expressly.

§ 2
Placing of an Order and Third Party Rights

2.1 Our quotations are non-binding and subject to confirmation. The Buyer shall be bound to any order for two weeks. Conditions and agreements – in particular if and so far as they deviate from these Conditions – shall only be binding upon us in case we have issued a written confirmation.

2.2 Our written notices shall be deemed to having been received by the Buyer after the normal transit time of the mail if they have been dispatched to the postal address, fax-number or Email-address of the Buyer known to us last and if we can deliver proof of that fact. This shall not apply to declarations of material importance, in particular declarations of termination, revocations or the granting of periods of grace.

2.3 As far as we can make available to the Buyer a system of „Electronic Data Interchange“ (EDI), the Buyer will use this system to carry out his orders. Details related to this system will be agreed upon in a separate agreement.

2.4 In the course of the business relation with the Buyer, we will store the resulting personal data as far as this is necessary for keeping up the business relation and for the consummation of the contracts.

2.5 We retain title or copyright for all offers and estimates of costs submitted by us as well as for drawings, images, calculations, brochures, catalogues, samples, tools and other documents and utilities which we make available to the Buyer. Without our explicit consent the Buyer may not make these objects, or the content of them, accessible to third parties or make them known to third parties or have them used or reproduced, either by himself or by third parties. On our request he must return these objects to us in their entirety and, where applicable, destroy any copies made by him if they are no longer needed by him in the proper course of business or if negotiations do not result in the conclusion of a contract.

§ 3
Conditions of Payment

3.1 All invoices are immediately payable without deductions at the date of issuance (maturity). As of the 30est day after maturity we shall charge default interest of 8 percentage points above the current basis interest of the European Central Bank.

3.2 Invoices can also be issued in electronic form. In this case we will send them in the form of a pdf- or a tif-file to the email address provided by the Buyer. In these cases the Buyer declares his explicit consent with this proceeding.

3.3 Discountable bills of exchanges payment orders and cheques and are accepted only according to special agreement and only on account of payment. Any and all expenses for discount and collection will be charged. Crediting for bills of exchange and cheques will be made only subject to collection and upon the day, on which we can dispose of the value.

3.4 The right of the Buyer to choose, which of our claims shall be satisfied by his payments shall be waived in favour of the rules set out by law under § 366 para. 2 BGB (German Civil Code).

3.5 In case the Buyer is in arrears with part payments, we have the right to accelerate the maturity of the entire outstanding amount with immediate effect.In case the Buyer is in default of payment obligations, we can rescind the contract and claim damages instead of the performance ("Schadenersatz statt der Leistung") after the fruitless expiry of an appropriate period of grace. In the event of non-performance of the contract by the Buyer, we shall be entitled to demand a lump sum of 25 % of the purchase price as compensation for damages, unless such lump sum exceeds the amount of the damage to be expected in the reasonable course of events. The Buyer shall be entitled to demonstrate however that a damage has not occurred or only occurred to a smaller extent.

3.6 The Buyer can only set off his claims against our claims or invoke a right of retention in case his counterclaim is recognised by declaratory judgement or is undisputed, or when the right of retention results out of a contract which is subject to these Sales and Delivery Conditions. Unless provided for differently in § 354 a HGB (German Commercial Code), the Buyer is not entitled to transfer his claims to third parties.

3.7 If after entering into a contract we recognise, that our claim for payment is endangered due to the insufficient capacity of performance of the Buyer, we have the right to refuse performance unless the Buyer issues a suitable security within an appropriate term upon our demand.

3.8 Should the Buyer not adhere or not adhere in time to our demands, we have the right to terminate the contract and claim damages instead of the performance.

§ 4
Retention of Title

4.1 The retention of title agreed in the following shall serve to secure all our currently existing and future claims against the Buyer under the supply relationship between the contracting parties (including balance claims based on an open account relationship restricted to this delivery agreement).

4.2 The goods which we deliver to the Buyer shall remain our property until full payment of all secured claims. These goods and those replacing them under this clause as subject to the retention of title shall hereinafter be referred to as goods subject to retention of title.

4.3 Buyer shall store the goods subject to retention of title without cost to us.

4.4 The Buyer shall be authorised to process or re-sell the goods subject to retention of title in its ordinary course of business until realisation (§ 4.9). Pledging and assignment as security shall not be permitted.

4.5 If the goods subject to retention of title are processed by the Buyer, it is agreed that they are processed in our name and for our account and that we shall acquire direct title to them or – if they are processed together with items from more than one owner or the value of the processed item is greater than the value of the goods subject to retention of title - we shall acquire (fractional) co-ownership to the newly-created item in proportion to the value of the goods subject to retention of title to the newly created thing. In case that no such acquisition of ownership should occur for us, the Buyer shall transfer now his future ownership or - in the aforementioned relation - his co-ownership in the newly created items to us as security. If the goods subject to retention of title are combined or inseparably mixed with other goods to create one single product and one of the other goods is considered as the main item, we will, as far as we are the owner of the main item, transfer the proportional co-ownership of the single product to the Buyer in the proportion defined in sentence 1 above.

4.6 Where the goods subject to retention of title are resold, the Buyer shall hereby transfer to us as collateral all claims arising against the purchasing party – in case of our co-ownership in the goods subject to retention of title, prorated according to the co-owner's share. The same shall apply to other claims that substitute the goods subject to retention of title or otherwise accrue with respect to goods subject of retention of title e.g., insurance claims or tort claims resulting from loss or destruction of goods subject to retention of title. Until revoked, we shall authorise the Buyer to collect any claims assigned to us in its own name for our account. We shall revoke this collection authorisation only in case of realisation.

4.7 Where the goods subject to retention of title are seized by third parties, specifically through attachment ("Pfändung"), the Buyer shall promptly advise these third parties of our ownership and notify us accordingly in order to enable us to exercise its property rights. Where the third party is unable to reimburse us for any judicial and extra-judicial costs incurred in this connection, the Buyer shall be held liable vis-à-vis us.

4.8 We assume the obligation upon the Buyer's request to release the securities if and insofar the realisable value of the securities available exceeds the

aggregate of the secured debts due by more than 10 % or exceeds their nominal value by more than 50 %; the choice of the securities to be released remains with us.

4.9 Where we withdraw from the contract due to breach of contract on the part of the Buyer ("realisation"), including but not limited to default we shall be entitled to demand the return of the goods subject to retention of title.

4.10 In case the Buyer has foreseen the shipment of the delivered goods abroad, he is obligated to immediately give notice of this intention to us in writing and, upon our request, to provide a security to us having the closest possible resemblance with and similar effects as the aforementioned retention of title under the laws of the country of destination of the goods.

§ 5
Delivery

5.1 The agreed delivery dates and delivery deadlines are binding. The terms of delivery shall begin when the contract is entered into. Decisive for the punctual delivery shall be the time when the goods have been handed over to the carrier or loaded into one of our vehicles or - in such cases, in which the dispatch or the delivery of the goods is delayed due to circumstances within the responsibility of the Buyer - the time of readiness for transport. In case of later changes in the contract due to an initiative of the Buyer which have an influence on the delivery time, the term of delivery is prolonged to an appropriate extent.

5.2 We shall not be held liable for impossibility ("Unmöglichkeit") of delivery or for delays caused by force majeure or any other events that were not foreseeable when the contract was concluded (e.g. disruption of operations of any kind, difficulties in the supply of material or energy, transport delays, strikes, legal lockouts, shortage of labour, energy or raw materials, difficulties in procuring the required permits, measures imposed by authorities, or overdue, incorrect or late deliveries from suppliers) and for which we cannot be held responsible. Where any of these events significantly impedes the delivery or provision of services by us and is not of a temporary nature, we shall have the right to withdraw from the contract. Where hindrances are temporary, the periods of delivery or for provision of services shall be extended or postponed by the period of hindrance and an appropriate start-up period. Where acceptance of delivery or services cannot be reasonably expected on account of the delay, the Buyer may withdraw from the contract by notifying us immediately in writing.

5.3 Any and all reminders and notices regarding the setting of periods by the Buyer require written form in order to be valid.

§ 6
Dispatch and Passing of Risk, Obligation of Inspection and Notification

6.1 If and insofar as no contrary agreement is reached, dispatch is effected ex-works, without our obligation for choosing the cheapest way of forwarding. The goods will be dispatched unpacked or packed against charge and shall

not be protected against rust. Goods declared ready for dispatch must be called immediately, otherwise or in case of the dispatch being impossible or delayed for reasons for which the Buyer is responsible, we shall have the right to store the goods at the cost of the Buyer in our own discretion and to charge for these goods as if they had been delivered ex-works.

6.2 The risk in the goods passes to the Buyer in the moment the goods are handed over to the carrier or loaded into one of our vehicles. In case the dispatch is delayed upon demand of the Buyer or in case the collection of the goods through the Buyer is delayed by him, the passing of the risk occurs when the notice of readiness for the dispatch or of readiness for collection is given. If any damage occurs during transport, the Buyer is to arrange a statement of facts at the responsible authorities and to inform us without delay.

6.3 The delivery is carried out in the delivery units to be found in the order documents unless agreed otherwise. We are entitled to part deliveries and part performance as customary in the trade except in cases in which the part deliveries or part performances are intolerable for the Buyer.

6.4 With regard to any and all of our deliveries and performances, the Buyer assumes the obligations of examination for and notification of defects according to § 377 HGB (German Commercial Code), as far as in the following it is not provided for otherwise. Defects which cannot be identified by careful inspection within the aforesaid term shall be notified to us immediately after the Buyer has identified such defects. Eventual notices of defect have to be performed in writing and together with a detailed description of the defect. The defective goods shall be retained in the condition at the time when the defect was identified and shall be made available for our inspection.

§ 7
Price Quotation

7.1 The prices are quoted ex-works plus normal packaging plus sales tax at the rates provided for by law. We are entitled but not obliged to insure the deliveries against loss or damage of the goods during transport in the name of and on the account of the Buyer.

7.2 In case of cross-border deliveries, the Buyer shall also assume all the costs and expenses relating to the border crossing, including charges for import and export licenses and custom duty, irrespective of whether they have been paid for in advance by us.

7.3 Insofar as prices are not quoted, the prices valid on the day of delivery shall be charged.

§ 8
Warranty

8.1 We warrant that the goods delivered by us shall have the agreed quality according to the provisions of German Law regarding the sale of goods and according to the subsequent provisions.

8.2 In case of proven defects, we will perform our duties according to our choice either by supplying the Buyer with a new product free of defects (substitution delivery) or by eliminating the defect (repair). On our request, in case of a repair of the product, the Buyer has to specify his notification of defects and has to present written reports of defects and other information, which are suitable for an analysis of the defect. In case of a proven defect in title, we will perform a supplementary fulfilment by means of granting the Buyer a legally indisputable possibility of usage of the delivered goods or – according to our choice – on substituted equivalent goods.

8.3 If the substitution delivery or the repair according to the previous paragraph remains unsuccessful, the Buyer is entitled to withdraw from the contract or to make a reduction of the purchase price under the condition of having previously set an adequate term in writing, unless according to German Law the setting of such a term is superfluous.

8.4 We will reimburse the Buyer for damages and expenses deriving out of a defect according to the limitations as provided for in § 10 (Liability).

8.5 The warranty period for any claims according to § 8.1 to § 8.4 shall be 10 years in the case of a defect in title in the form of a third party's right in rem to claim the surrendering of the goods and in the case of malicious non-disclosure of a defect, and 1 year for any other defect of the products. The warranty period shall begin with the delivery of the product.

8.6 The Buyer shall notify us of any and all claims asserted by third parties infringing with the Buyer's possibility of usage immediately and exhaustingly in writing. He is already now obliged to consult us in case of any judicial or extra-judicial dispute with a third party.

8.7 Statements on our part regarding the quality of the goods are not to be considered as guarantees with regard to the quality, unless the parties explicitly agree upon such a guarantee. In such case the rights of the Buyer are determined by the content of the guarantee given by us.

§ 9
Intellectual Property Rights

9.1 We warrant within the framework of this § 9, that the delivered goods are free from intellectual property rights or copyrights owned by a third party. Each contract partner will inform the other contract partner without delay and in writing, in case any claims based on an infringement of such rights are asserted against him.

9.2 In the event that the delivered good infringes the intellectual property rights or copyright owned by a third party, we will, at our choice, either modify the delivered good or replace it so that third party rights are no longer infringed and the delivered good is still fulfilling its contractually agreed functions, or

obtain the rights to use for the Buyer by way of the conclusion of a license agreement. In case we do not succeed to do so within appropriate period of time, the Buyer is entitled to rescind the contract or to make an appropriate reduction of the purchase price. Any claims for damages of the Buyer are subject to the limitations set out in the liability clause in these Sales and Delivery Conditions.

9.3 In case of an infringement made by goods of other producers which we deliver, we will, at our choice either assert our claims against the producer and pre-supplier for the Buyer's account or assign such claims to the Buyer. Claims existing within the framework of this § 9 can only be asserted against us if a court proceedings regarding the assertion of the aforementioned claims against the producer and pre-supplier has been unsuccessful or, for example, if there is no reasonable chance due to insolvency.

§ 10
Liability

10.1 Our liability for damages irrespective of the cause in law, specifically on grounds of impossibility, default, bad or incorrect delivery, breach of contract, violation of obligations during contract negotiations and tortuous acts, where these are based on fault, shall be limited as specified under this § 10.

10.2 We shall not be liable

a) for simple negligence of our executive bodies, legal representatives, employees or any other vicarious agents;

b) for gross negligence of non-managerial staff or other vicarious agents,

unless it relates to the violation of material contractual obligations. Material contractual obligations shall include timely, defect-free deliveries and installation along with the duty to provide advice, to protect and to exercise proper care, in order to enable the Buyer to use the goods delivered as stipulated and to protect life and body of employees of the Buyer or of third parties or the property of the Buyer from considerable damage.

10.3 Where we are liable on the merits for payment of damages in accordance with § 10.2, this liability shall be limited to damage which, on conclusion of the contract, we foresaw as a potential consequence of a breach of contract or should have foreseen exercising due care and attention if we had taken into account the circumstances known to us or which we should have known. Indirect damage and consequential damage as a result of defects of the goods delivered shall also be eligible for compensation only where such damage can typically be expected if used as intended.

10.4 In the event of liability for simple negligence, our liability for material and personal damage shall be limited per claim to the amount of coverage of our product liability insurance or our general liability insurance, even where a violation of material contractual obligations is involved.

10.5 The above exclusions and limitations of liability shall apply to the same extent to our executive bodies, legal representatives, employees and other vicarious agents.

10.6 Where we provide technical information or act as a consultant without such information or consulting service being included in the contracted scope of services to be rendered by us, this service shall be provided without cost and to the exclusion of all liabilities.

10.7 The restrictions of this § 10 (Liability) shall not apply to our liability based on wilful conduct, for guaranteed characteristics of state, due to loss of life or injury to body or health, or under the Product Liability Act.

§ 11
Place of Performance, Jurisdiction, Applicable Law

11.1 The place of performance for all obligations deriving of the contract is the seat of our head office or the seat of our respective branch effecting the delivery or the performance. For all lawsuits, also in respect of a bill of exchange or cheque lawsuit, the courts of the seat of our head office shall have exclusive jurisdiction.

11.2 The contract is subject to German Law. The UN-Convention regarding the International Sales of Goods is not applicable.

11.3 Our previous sales and delivery conditions are herewith rendered invalid.

11.4 These Sales and Delivery Conditions exist in a German and English version. In case of any inconsistencies the German version shall be authoritative.