

General Conditions of Sale and Delivery

I. Scope / Offer Documentation

1. These conditions are valid for all agreements regarding the delivery of our products and for the execution of repair works by us (hereafter called: supplier). Objections are to be lodged immediately. The Conditions of Sale of the purchaser do not bind the supplier even if the supplier does not expressly object to them.
2. Drawings and technical documentation remain the property of the supplier and must not be made accessible to third parties. Contraventions are subject to full damage compensation and may result in prosecution.
3. If models and tools need to be manufactured for special designs, they remain the property of the supplier even if the purchaser bears their partial or full costs. The supplier can commit to reserve ownership to special design variants of the supplied goods towards the purchaser only if they are protected by patents or legally valid DBGM (German federal utility model).

II. Prices

All content and quotations are non-binding and subject to change. Unless agreed otherwise, the prices apply ex works, packaging excluded. Prices are calculated on the basis of material prices and labor costs valid at the day of submission of the offer. Should the basic costs change during the time of production, the supplier reserves the right to modify the prices.

III. Delivery Times

1. Delivery times are binding only if expressly agreed upon as such. The supplier will, however, do his best to adhere to the delivery periods. The delivery period commences as soon as all details for order execution have been clarified and both parties have stipulated a written agreement for the order. The notification of readiness of shipment of the goods is considered as the day of delivery. The supplier has the right to deliver ahead of time or to consign partial deliveries unless neither can reasonably be expected by the purchaser.
2. Impediments by force majeure such as war, civil unrest, fire, strike or lock-out at our site and at our supplier sites and in particular operational stoppages due to lack of raw materials and goods or late material deliveries entitle the supplier to postpone the execution of the order or to withdraw from the agreement. This applies only if the non-delivery is not attributable to the supplier, in particular if a congruent coverage transaction is concluded with the supplier's subsupplier. The purchaser will be informed immediately if the service is not available. Payments will be reimbursed immediately.
3. Should the supplier fail to meet the deadline, and the purchaser be able to demonstrate that he has suffered consequential loss, the purchaser may charge compensation amounting to 0.5% per full calendar week, but limited to a maximum of 5% in total, of the price of the portion of the supply that could not be put into useful service because of the delay. Both claims for damages due to a delayed delivery and claims for damages instead of the performance put forward by the purchaser and exceeding this compounded damage are excluded for all cases of delayed performance, even after the expiry of a delivery deadline the supplier has possibly been set. This does not apply if liability is mandatory in the case of intent, gross negligence or injury to the life, body or health of a person. The purchaser has, within the framework of legal provisions, the right to withdraw from the agreement only if the delay in delivery is attributable to the supplier. The above provisions do not imply a reversal of the burden of proof to the disadvantage of the purchaser.

IV. Demand of Delivery

In the absence of specific agreements, the goods ordered on call are to be accepted no later than 12 months from the date of order acknowledgment. If the purchaser fails to accept delivery within 12 months, the supplier may either store the ready-to-ship goods at the purchaser's cost and risk and invoice the goods and extra costs incurred as delivered or ship the goods without the purchaser's request or demand 20% of the net value of the goods as compensation for damage. We reserve the right to assert claims for higher compensation. The purchaser has the right and duty to give evidence of the non-existence or a lower value of damage.

V. Dispatch and Packaging

Unless otherwise agreed in writing, the purchaser bears the costs and risk for shipment. Type and route of dispatch are determined by the supplier according to his best discretion. The receiver of the goods bears all costs regarding freight, postage and insurance. Packaging is charged at the cost price and cannot be returned.

VI. Passing of Risk

The risk of accidental loss or impairment of the ordered goods passes to the purchaser when the consignment is taken over by the forwarding agent or, in case of sales shipment, when the goods are taken over by the freight carrier or the person or institution expected to execute shipment. This also applies when carriage paid was agreed upon. In case of delayed shipment due to reasons that lie within the purchaser's responsibility or if the purchaser delays acceptance of the goods, the risk passes to the purchaser.

VII. Right of Withdrawal

The supplier may withdraw from the agreement if subsequent to the conclusion of the contract it becomes evident that the purchaser has filed an application to open insolvency proceedings on his assets, has submitted a statutory declaration in accordance with § 807 ZPO or insolvency proceedings on his assets have begun or have been rejected due to lack of assets. In such case(s), damage claims brought forward by the purchaser are excluded. The purchaser may withdraw from the agreement if the supplier has violated the agreement with intent or gross negligence or if the delivery period has been exceeded by 2 months and the following period of grace granted by the purchaser has elapsed by at least 10 workdays.

VIII. Order Cancellation or Dissolution of an Agreement

If the goods are not accepted within the period of 4 weeks or if the purchaser dissolves the agreement, the latter is to bear all costs for order processing including any already performed works and services and procured material plus an appropriate compensation for the lost profit. The dissolution of an agreement is subject to the supplier's consent.

IX. Reservation of Title

- 1 The supplied items (reserved goods) remain the supplier's property until the fulfillment of all agreed upon claims by the purchaser. If the combined value of the security interests of the supplier exceeds the value of all secured claims

by more than 20 %, the supplier will release a corresponding part of the security interest upon the purchaser's request.

2. During the life of a reservation of ownership, the ordering party is not authorized to carry out a pledge or a security transfer. Any third-party access to the goods, e.g. in case of seizure, or their damage or destruction is to be communicated to the supplier immediately. The purchaser must notify us immediately of any change in ownership of the goods or change in his place of residence. If the purchaser acts contrary to the terms of the agreement and in particular in the event of a default in payment, the supplier is entitled to withdraw from the agreement and request restitution of the goods. The purchaser is obligated to their restitution.
3. The purchaser has the right to resell the goods in the ordinary course of business. The purchaser hereby assigns to the supplier all claims in the amount of the invoice total which arise from the purchaser's reselling of the goods to third parties. The supplier accepts this assignment. After assignment, the purchaser is entitled to collect the claim. The supplier reserves the right to collect the claim himself if the purchaser does not fulfill his payment obligations as agreed or is in default of payment.

X. Warranty

1. All parts or services which become unusable or whose serviceability has become considerably impaired within the statutory period calculated from the day the risk was transferred, as a result of a deficiency dating from before the transfer of risk, particularly because of deficient design, poor materials or defective execution are, as the supplier chooses, to be remedied, resupplied or provided anew and free of charge.
2. Warranty claims expire after 12 months. This does not apply to damage to life and limb, to claims resulting from intentional or negligent breach of duty on the part of the supplier or if a defect has been fraudulently concealed. The legal provisions regarding suspension of expiration, suspension and recommencement of limitation periods remain unaffected.
3. The purchaser must submit a written notification of obvious defects immediately, visible defects within a period of 2 weeks from the receipt of the goods and hidden defects immediately upon their discovery; otherwise the enforcement of warranty claims shall be excluded. The sending of the notification in time suffices for compliance with the deadline. The purchaser is solely responsible for providing evidence that his claim is justified, especially for proving the defect itself and the time of its detection, and for submitting the notification of defects in due time.
4. The supplier is to be granted the opportunity to remedy the defect within a reasonable period of time.
5. If the defect cannot be remedied, the purchaser may withdraw from the agreement or reduce the remuneration. If the purchaser decides to withdraw from the contract due to unsuccessful supplementary performance of a defect in title or a material defect, he shall not be entitled to any additional damage claims on the grounds of the defect. If the purchaser chooses to claim damages due to unsuccessful supplementary performance, the goods remain with the purchaser if reasonable. The compensation for damages is limited to the difference between purchase price and value of the defective item. This does not apply if the supplier has caused the breach of agreement with intent or gross negligence or if he has fraudulently concealed the defect.
6. Warranty claims shall not apply in the case of merely insignificant deviations from the agreed characteristics, in the case of merely an insignificant detrimental effect on the practicability, in the case of natural wear and tear or damage which occurred after the passing of the risk as a result of faulty or negligent treatment, excessive strain, unsuitable operating equipment and facilities and/or if defects are a result of particular external influences and/or are not presumed in accordance with the contract. The purchaser is not entitled to claim damages in case of improper modifications or repairs executed by the purchaser himself or a third party.
7. If the purchaser receives an inadequate assembly or installation manual, the supplier is required to furnish a correct manual, yet only in case the mistake in the manual impedes proper assembly or installation.
8. Claims asserted by the purchaser on account of the expenditure required for rectification, in particular the cost of transportation, traveling, labor, and material, shall be excluded if such expenditure augments as a result of the object of delivery having been subsequently transported to a place other than the purchaser's premises, unless such transportation complies with its intended use.
9. Claims to recourse against the supplier by the purchaser pursuant to § 478 BGB (recourse of the businessman) only exist insofar as the purchaser has not reached any agreements with his purchasers in excess of the statutory claims on account of defects. The scope of the right of recourse the purchaser has against the supplier pursuant to § 478 BGB (German Civil Code) is also subject to item 8 of these General Conditions of Sale and Delivery.
10. The purchaser is not granted any warranties by the supplier in the legal sense.

XI. Terms of Payment

1. All invoices by the supplier are to be paid within 10 days from the invoice date minus a discount of 2%. Invoices on wage labor are payable at once and without any reduction. Checks and bills of exchange are not accepted in place of payment but subject to punctual redemption. The amount is credited to the account minus costs incurred.
2. If at the time of conclusion of the agreement it becomes evident that the purchaser has filed an application to open insolvency proceedings on his assets, has submitted a statutory declaration in accordance with § 807 ZPO or insolvency proceedings on his assets have begun or have been rejected due to lack of assets, the supplier has the right to either withdraw from the agreement or to deliver his goods or provide his services subject to prepayment or security deposit by the purchaser. If the purchaser is in default of payment, the remaining debt becomes due with immediate effect. Simultaneously and subject to the assertion of further damages by delay, the supplier will charge interest on arrears of 8 percentage points above the basic interest rate. The purchaser is entitled to set-off only after legal ratification of the counterclaims and their recognition by the supplier. Claims not explicitly recognized by the supplier do not release the purchaser from his obligation to pay. The supplier is not obligated to deliver spare parts as long as the purchaser is in arrears with payment.

XII. Final Provisions

1. Venue for all deliveries, acceptances, payments as well as court action regarding documents and bills of exchange shall be Nuremberg.
2. The contractual relationship between both parties are exclusively subject to the law of the Federal Republic of Germany.
3. If individual parts of the agreement with the purchaser including these General Terms of Sale and Delivery are or become entirely or partly invalid, the validity of the other provisions shall not be affected. The entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.