

## GENERAL TERMS AND CONDITIONS OF SUPPLY (AS OF 06/2015)

### 1. Validity

Our terms and conditions apply only to companies (§ 14 BGB), legal persons under public law and special funds under public law ("öffentlich-rechtliches Sondervermögen"). These conditions apply to all our current and future deliveries and services. We are not bound by deviating or additional conditions of the purchaser even if we do not contradict these in each individual case and unless we recognize them in writing. In this case, they are only valid for the individual contract.

### 2. Conclusion of Contract

- 2.1. Our offers are always subject to change. The purchaser is bound to its order for two weeks after receipt of the order by us.
- 2.2. Orders and changes to orders are only accepted by us after confirmation. The issuance of a delivery note or an invoice to the purchaser as well as the execution of delivery or service shall be deemed confirmation of the order.
- 2.3. The purchaser is responsible for reviewing its order and all contract documents for completeness, accuracy and suitability for the intended purpose.
- 2.4. The contract is subject to self-supply. This does not apply if we are responsible for the non-delivery, in particular if we have not concluded a congruent covering transaction. We will inform the purchaser immediately of the unavailability of the goods and refund payments without delay.

### 3. Prices, Payment Conditions

- 3.1. Our prices are based on the listed price/offer price ex works as of the date the contract is concluded plus VAT and do not include packaging and transport costs. Extra costs are charged separately with verification.
- 3.2. If delivery is to take place or can only take place more than two months after the contract for reasons which can be allocated to the purchaser, we are entitled to a reasonable price increase, if our costs increase, in particular material prices, energy costs, wage rates, legal and tariff social benefits and freight costs and if these increased costs can not be compensated by other cost reductions.
- 3.3. Our claims are due upon delivery of the goods to the purchaser and payable without deduction in EURO.
- 3.4. The purchaser has the right to offset only if its counterclaim is legally established or is undisputed. This ban on set-off does not apply to a counterclaim due to a defect, which is based on the same contractual relationship as our claim. The purchaser is only authorised to retain the goods insofar as its counterclaim is based on the same contract.

### 4. Delivery, Transfer of Risk

- 4.1. Information regarding delivery periods and delivery dates are not binding, unless in exceptional cases when a delivery period or a delivery date has been expressly agreed in writing.
- 4.2. We are authorised to make partial deliveries - if reasonable for the purchaser - and can invoice each separately.
- 4.3. The supply of additional or reduced quantities is permissible up to 10%, insofar as is customary in the industry.
- 4.4. Our deliveries are made EX WORKS - EXW, our premises (Incoterms 2010), unless otherwise agreed. When the dispatch of the goods is agreed, the risk of accidental loss and accidental deterioration of the goods transfers to the purchasers on dispatch or at the latest when leaving our factory or warehouse - even if we perform the delivery, have taken over the shipping costs or carry out the installation/setting up. Delivery method, route and packaging are chosen at our discretion if the purchaser fails to provide written instructions. Transport insurance will only be taken out at the request and on behalf of the purchaser.
- 4.5. The purchaser must report visible transport damage to the transport company immediately by way of notation on the consignment note, shipping order or delivery note and have it signed. If this is not possible, the purchaser has to fill out a damage report.
- 4.6. If shipment is delayed due to circumstances for which the purchaser is responsible, the risk transfers to the purchaser from the day the goods are ready to be shipped. In this case we are entitled to store the goods at the expense and at the risk of the purchaser at our discretion and to demand payment of the agreed price.

### 5. Retention of title and security interests

- 5.1. We reserve the ownership of our goods ("reserved goods") until full payment of all current and future claims arising from the entire business relationship, including all accessory claims. For current accounts, the reserved property serves as security for the outstanding balance.
- 5.2. The purchaser is entitled to resell goods subject to our retention of title in the ordinary course of its business operations. The purchaser hereby assigns all its claims arising from the sale, including all ancillary rights to us. We accept the assignment.
- 5.3. The purchaser may not pledge or transfer as security the reserved goods. Access by third parties to the reserved goods and to the assigned claims in para. 5.2, in particular attachments, are to be made know to us in writing by the purchaser. The purchaser is obliged to immediately contradict third party access to the goods pointing to our rights.
- 5.4. An application for opening of insolvency proceedings over the assets of the purchaser entitles us to withdraw from the contract and demand the immediate return of the goods.

5.5. We undertake to release reserved goods and assigned claims according to para. 5.2 to the extent that the realizable value of the collateral exceeds 110% of the secured claim. The release is carried out by transfer of ownership or reassignment.

5.6. The purchaser shall carry the cost of the return and resale of the reserved goods. The cost is a lump sum of 5% of the proceeds, including VAT, unless we prove higher costs or the purchaser proves lower costs.

### 6. Claims for defects

- 6.1. In case of defects we will, at our discretion, eliminate the defect or undertake a new delivery (replacement). Should the replacement fail, be unreasonable or be declined, the purchaser may reduce the price or - in the case of not only minor defects - withdraw from the contract and / or claim damages within the limits of para. 7.
- 6.2. The purchaser must meet the commercial requirements to immediately examine the goods and promptly notify defects (§ 377 HGB), at the latest within seven working days.
- 6.3. Expenses associated with the replacement which arise because the goods are transported to a place other than the place of performance, shall only be assumed by us with appropriate written agreement.
- 6.4. Any assignment of defect claims by the purchaser is invalid.

### 7. Liability for damages and reimbursement expenses

- 7.1. We have unlimited liability for personal injury, in case of intent and gross negligence, for the lack of a guaranteed quality and under the Product Liability Act. Our liability for simple negligence, in particular for infringement of duties arising in connection with the contract or tort is excluded, unless we have violated an essential contractual obligation (e.g. the obligation to supply defect free products and timely delivery). In this case, our liability shall be limited to the typical damages which we had expected based on the circumstances known to us when concluding the contract.
- 7.2. Damages of up to € 25,000 per damage incident apply as typical, predictable contract damages. A damage incident also refers to several damages from the same cause or damages arising from causes that are directly related temporally and spatially, this must however have a uniform influence.
- 7.3. In determining the amount of compensation to be paid by us, our economic situation, the nature, scope and duration of the business relationship, possible cause and / or fault contributions of the purchaser pursuant to § 254 BGB and particularly unfavourable installation conditions of the product shall be considered appropriately in our favour. Especially substitution performance, costs and expenses that we are to bear must be proportionate to the value of the goods.
- 7.4. The above provisions shall apply accordingly for our liability for reimbursement of futile expenses.

### 8. Limitation of defects and compensation claims

- 8.1. The limitation period for claims arising out of a defect shall be one year. This does not apply to claims for damages and expenses that are directed to compensation for bodily injury or health or based on intent or gross negligence.
- 8.2. The limitation period for claims of the purchaser for damages and reimbursement of expenses that are not based on a defect in the goods, shall be one year. This does not affect the statutory limitation of claims due to intent or gross negligence or injury to body or health and claims under the Product Liability Act.

### 9. Proviso of Fulfilment

- 9.1. The contract is subject to the proviso that there are no obstacles due to German, US and other applicable national law, including EU or international provision of foreign trade law as well as there being no embargos or sanctions.
- 9.2. The purchaser is obliged to provide all information and documents that are required for the export, transfer or import in a timely manner.

### 10. Final Provisions

- 10.1. The place of jurisdiction for all disputes in connection with the contractual relationship is at our registered office. However, we may also bring an action at the registered office of the purchaser.
- 10.2. German law shall apply.
- 10.3. Should any of these conditions be or become invalid, the validity of the remaining provisions shall not be affected.