

§1 General

Our General Terms and Conditions are an integral part of any contract concluded between ourselves and any contractor, legal person of public law or special funds governed by public law (hereinafter referred to as "customer"). Any purchasing conditions of the customer running contrary to these present sales conditions are hereby explicitly rejected. Any deviating agreements made between ourselves and the customer in connection with the execution of a contract require the written form.

Modifications to the General Terms and Conditions in a contractual relationship with ongoing repetitive or consecutive obligations will be in each instance made known to the customer in writing, with the modified passages being highlighted, and will be assumed as agreed upon if the customer continues the contractual relationship as before, without objecting within a reasonable period of time.

These General Terms and Conditions will also apply to all future business with the customer.

§2 Offers and Contract Conclusion

Our offers are non-binding. Customer offers are accepted after written confirmation by us or after having carried out the delivery or service.

Cost estimates are non-binding unless otherwise agreed in the order confirmation.

Our offers contain no guarantees and no assuming of purchasing liabilities unless specifically agreed to the contrary.

We have the right to subcontract.

Consistency of Goods or Services:

- The information concerning the quality of our goods or services or the quality of any product samples in our publications such as catalogues, leaflets, circular letters, advertisements, illustrations, promotions and price lists are only part of the product quality to the extent that they have become an integral part of the contract. Public statements of a third party producer or his assistant are only part of the product quality to the extent that they have been contractually agreed upon or that we have accepted them explicitly as our own in public statements and in writing.
- Information concerning quality or shelf-life of any goods or services in our contractual declarations, public or non-public statements or public statements of any third party producer or his assistant are no guarantee (warranty) in the sense of § 276 par. 1 BGB (Civil Code) and no consistency or shelf-life guarantee in the sense of § 443 BGB unless we have specifically agreed to such warranty in writing.
- Until delivery, we reserve the right to undertake customary technical, chemical or physical modifications, improvements in particular, if these modifications represent only insubstantial changes in the quality of the product and the customer is not unduly affected.

With regard to weight, volume or measurements of our products, the weight, volume or measurements at the time of shipping apply.

§3 Prices and Payment

Unless otherwise agreed, our prices are understood ex factory, including packaging and excluding the applicable sales tax in each case.

Payments must only be made to the account mentioned on the invoice. Deducting any early payment discounts is only allowed when specifically agreed.

Payments are only considered to have been effected when we can avail ourselves of the amount. Receipt of cheques or drafts is only considered to represent a payment after the amount minus all expenses has been cashed in full. We are not obligated to cash drafts or cheques on time. Offsetting or retention of payments is only allowed in the case of unchallenged or legally binding claims.

Unless otherwise agreed, our claims against customers are immediately due. If no payment date has been agreed, any payment delay is as defined in statutory provisions.

For agreed upon delivery delays of more than six weeks and in the case of contractual relationships with ongoing repetitive or consecutive obligations exceeding six weeks, we are entitled to charge to the customer any intermediate cost increases arisen in purchasing or delivery or personnel costs (wages and non-wage labour costs) by increasing the prices of the goods concerned such as to cover the cost increases to the required extent.

§4 Delivery

Delivery delays and dates are as defined in our order confirmation. If subsequent to contract conclusion any modifications are agreed upon as regards content or size of the delivery, the delivery delay for the entire delivery will start anew.

Delivery delay or date are considered kept as long as the goods are being shipped within the defined timeframe or readiness for shipping has been advised to the customer.

An appropriate prolongation of service or delivery delay will occur when we are not able to deliver or render the service due to circumstances outside our control, such as in particular any measures within the context of labour disputes, strike and lock-out, acts of god, war or natural catastrophes or in case of invalid or incomplete delivery to ourselves. We are entitled to withdraw from the contract when this hindrance to delivery or rendering of services persists for an indeterminate time period and the purpose of the contract is endangered. If the hindrance persists for more than two months, the ordering party has the right to withdraw from the contract to the extent that is has not yet been fulfilled, unless the party has the right to withdraw from the contract altogether by the rights of these Terms and Conditions.

If the customer does not accept the goods within the prescribed time limit, we are entitled under proviso of all further rights to set a final deadline and, once this has elapsed, to dispose of the items otherwise and make another delivery to the customer at an appropriate later deadline. Within the framework of any claims for damages we can claim 10% of the agreed upon price without VAT as a compensation, without having to provide any proof, unless verifiably only a substantially lower damage has arisen. We reserve the right to claim further damages.

We have the right at any time to make partial deliveries or render partial services, unless a partial delivery or partial rendering of the services is not interesting for the customer or is unreasonable.

§5 Passing of Risk Upon Shipment

Upon shipment at the latest, the risk is passed on to the customer, even in the case where we cover additional services such as transportation, or bear the transportation costs.

If the delivery is delayed due to circumstances originating in the customer, the risk is passed on to the customer from the moment of readiness for shipping; we are, however, obligated to organise insurance required by the customer at costs to the customer, provided the customer pays the costs in advance.

§6 Danger of Non-Payment

If subsequent to the conclusion of a contract it becomes evident that our claim to compensation is endangered through lack of funds on the part of the customer, the customer is obligated to make advance payments if our contractual duties lie in work and services or delivery of (common) goods specifically procured for the customer which cannot be easily sold otherwise.

Apart from that, § 321 BGB applies, providing that we also can deny our goods and services as per § 273 BGB if our claims are endangered under the same legal conditions.

If payments by instalment have been agreed, the entire outstanding amount is due if the customer is either fully or partially in arrears with payments of two consecutive instalments.

Agreements on payment respites are invalid if the customer is in arrears with any payment or the conditions of § 321 BGB arise with regard to any claim.

§7 Retention of Title

Property rights over the delivered products will pass on to the customer only after payment in full of the entirety of our existing claims and the claims that arise subsequent to the conclusion of the contract.

Processing, installation or modification are always carried out for us as producers, however, without any obligations to us. If the property expires through merging or processing, it is agreed here and now that the customer's property rights to the entire goods are transferred to us on a pro rata share of the invoice amount. The customer safe-keeps the (co-) property free of charge. Goods of which we own any (co-) property will be referred to hereinafter as reserved property.

The buyer is entitled to process and sell the reserved property within the constraints of proper business operations as long as he is not in arrears with his payment obligations. Pledging or pawning are not allowed. As a safe

guard, the customer transfers to us here and now any rights to claims resulting from reselling or on basis of any other legal grounds (insurance, unlawful act) to the full extent. We accept this transfer. The customer will be entitled to collect any claims resulting from reselling or any other legal grounds as long as he fulfils his obligations to us and the preconditions for applying the regulations concerning the danger of non-payment in these Terms and Conditions or as per § 321 BGB do not arise. The customer is obligated to transmit the collected amounts to us without delay insofar as any secured claims are due. He is not entitled to collect claims if it has not been ascertained beforehand that the transmission of the collected amounts will not be hindered in any way. Re-selling the delivered goods is precluded if the claims resulting from reselling or any other legal grounds are non-assignable or are contrary to satisfying our claims from the proceeds.

We will release any assigned claims upon request by the customer under condition that the value that can be realised out of the previously assigned claim exceeds the secured claim by more than 20%. Upon our demand, the customer is obligated to reveal the cession and to make available to us any documents and information required by us for claiming our demand. In case any third parties have access to the reserved property or the previously assigned claim, the customer is obligated to point out our proprietary rights and to inform us without delay, handing over any documents required for an intervention.

In the case of breach of contract on the part of the customer, such as payment delay or non-fulfilment of any obligations under this paragraph, particularly his duty to take due care of the goods and the duty to transfer any collected amounts, we are entitled to demand back the delivered goods insofar as they are not yet paid for, or to demand cession of the restitution claims of the customer against any third party. Claiming title retention or seizure of delivered goods does not constitute any withdrawal from the contract.

§8 Claims of the Customer in Case of Deficiencies

a) Obligation to Inspect and Complain

The customer is obliged to inspect the goods or services upon receipt without any delay, and to lodge a complaint in the case where any defects of quality were observed. If the customer does not indicate any complaint, the goods or services are considered to have been accepted unless the defect could not be detected during the inspection. If any such quality defect becomes evident later on, it must be made known immediately after detection; otherwise the goods or services will be considered accepted in view of the deficiencies. The customer's rights will be maintained if the complaint has been sent on time. In the case where we have fraudulently concealed the deficiency we cannot appeal to this paragraph.

b) Quality Defects in Used Items

When purchasing used items, the customer has no right to claim quality defects. This does not apply in case of damage claims and claims from any warranty given on our behalf (§ 276 Abs. 1 BGB) or in the case of any warranties with regard to product quality or shelf-life (§ 443 BGB).

c) Supplementary Performance

We are entitled to undertake correction of deficiencies as chosen by ourselves, either by mending or by delivery of a defect-free item (supplementary performance). If the supplementary performance fails, the customer has the right to choose either reduction of the purchasing price or withdrawal from the contract. This does not infringe on the customer's right to claim damages.

d) Limitation of Damage Claim Due to Deficiencies

The legal limitation applies to,

- aa) damage claims due to defects,
- bb) for regress claims in the case of sales contracts covering consumer goods while either taking back the goods or reducing the price (§ 478 BGB),
- cc) for claims resulting from unauthorized acts and
- dd) in cases pertaining to §§ 438 par. 1 No. 2 and 634a par. 1 No. 2 BGB.

Any other claims by the customer on the basis of quality defects in newly produced items or work performed, specifically with regard to supplementary performance, withdrawal from the contract, price reduction or reimbursement of unnecessary expenditures are limited to the duration of one year.

The same holds true for claims arising from to legal defects with the following exemption: Claims arising from a deficiency consisting in the tangible right of any third party on the basis of which surrender of the purchased item can be demanded, and any legal claims entered in the land register are limited to the duration of five years.

§9 Consulting

Technical application-oriented consulting provided by us is carried out to the best of our knowledge and experience. It does not exempt the buyer from his obligation to exercise diligence and, as per our recommendations, test the application in the prevalent working conditions.

§10 Liability

a) Limitation to Liability With Regard to Reason

The customer is only entitled to damage claims or claims for reimbursement of unnecessary expenditures for:

- aa) harm to life, body or health caused at least by reckless negligence of duty,
- bb) any other harm caused at least by reckless negligence of duty or by at least reckless breach of essential contractual duties (cardinal obligations),
- cc) harm within the protected area of a warranty (§ 276 Abs. 1 BGB) or of any guarantee concerning quality or shelf-life (§ 443 BGB).

b) Limitation to Liability With Regard to Extent

Our liability for simple or reckless negligence by our vicarious agents which are not legal representatives or managing personnel (simple vicarious agents) is limited to the damage typically to be expected on conclusion of the contract and to replacement of unnecessary expenses to the maximum amount of interest in the performance of the contract.

c) Liability From Pre-Contractual Debt Obligations and Business Contacts

The above paragraphs a) and b) also apply to damage claims of the customer resulting from debt obligations caused by entering into contract negotiations, the initiation of a contract or similar business contacts. If subsequently a contract is concluded between ourselves and the customer, then any damage claims of the ordering party are immediately waived to the extent that they are not justified by the above stipulations in an existing contract.

e) Claims Resulting From Transferred Right

The above paragraphs a) and b) are also valid for claims which the customer raises on the basis of transferred right. The customer can only appeal to foreign law to the extent that the claim is also justified by the above stipulations and these General Terms and Conditions.

f) Product Liability Law, Incapability, Impossibility

The above paragraphs a) and b) do not apply for any claims as per §§1, 4 ProdHaftG (Product Liability Law, duty of replacement by the producer) or in the case of initial incapability or due to an event for which the obligor is not responsible.

g) Warranty Limitations in Favour of Any Third Party

To the extent that our liability is precluded or limited as defined in the paragraphs above, this is also valid for the personal liability of our staff, representatives and vicarious agents.

§11 Miscellaneous

Place of fulfilment is the business headquarter of our company. Sole place of jurisdiction is Stuttgart, but we reserve the right to sue the customer in the competent courts of his headquarters or any subsidiary. These Terms and Conditions as well as the entirety of all legal relationship between ourselves and the customer shall be governed by and construed in accordance with the laws of the Federal Republic of Germany exclusively. Application of the UN sales conventions (CISG) is excluded. Reference is made to the fact that items delivered may require an export licence in compliance with German export law, or may be subject to export restrictions by US laws or under the treaty of non-proliferation of nuclear weapons. When exporting or reselling purchased items these provisions must be observed.

§12 Privacy Protection

Any and all data collected and stored in the course of our business relations is protected by us through appropriate safety measures in compliance with the data protection act (see our "Data Privacy Statement").

§13 Severability Clause

Should any of the provisions above or any part of them prove to be or become unenforceable, this shall not affect the validity of the remaining provisions.