

I. General

1. All supplies and performances are subject to these conditions as well as other contractual agreements. Divergent purchase conditions of the buyer, if any, shall not become part of the contract. If no special agreement was made, the contract shall come into effect with the official order confirmation of the supplier.

2. The copyright of samples, quotations, drawings or similar physical or non-physical information, also in form of software, shall remain with the supplier. Such information or documentation may not be made accessible to a third party. The supplier shall ensure that he does not pass any confidential information or documentation of the buyer to a third party without the prior agreement of the buyer.

3. Partial deliveries are permissible in as far as this is reasonable to the buyer.

II. Price and Payment

1. For lack of other agreements, the prices shall be understood to be for delivery ex works, including loading at the supplier's plant but excluding packing and unloading. The legal VAT shall be added to the price.

2. The buyer may only hold back payments or offset payments with counterclaims if such counterclaims are undisputed or legally binding.

III. Delivery Period, Delay in Delivery

1. The delivery period results from the contractual agreements agreed between the contract partners. It shall be kept to by the supplier only if all commercial and technical details are clarified between the contract partners and the buyer has met all his obligations, such as the submission of official certificates or approvals and if the buyer has paid the down payment.

If not, the delivery period has to be extended reasonably. However, this applies only if the supplier is not responsible for the delay.

2. The delivery period shall be kept to only on condition that the supplier receives the parts to be supplied by his subcontractors in good time.

3. The delivery period has been kept to when the goods to be supplied have left the supplier's factory at the end of the delivery period or when the supplier has informed the buyer that

the goods are ready for dispatch. If an acceptance inspection has to be carried out, the date of acceptance is relevant or the information that the goods are ready for acceptance, except for a justified non-acceptance.

4. If the dispatch or acceptance of the goods to be delivered is delayed for reasons which are the fault of the buyer, the buyer shall be charged with the cost arising from the delay, starting one month after informing the buyer that the goods are ready for dispatch and/or acceptance.

5. If the non-compliance with the delivery period is caused by Force Majeure, labor strikes or other events beyond the supplier's control, the delivery period shall be extended by a reasonable. In this case, the supplier shall inform the buyer of the start and end of such circumstances as soon as possible.

6. The buyer can withdraw from the contract without fixing a time limit if the supplier is not able to effect the complete delivery before passing the risk. Moreover, the buyer can cancel the contract if in case of an order, the execution of a part of the delivery is impossible and the buyer has a justified interest in rejecting the partial delivery.

If not, the buyer shall pay the contract price payable for the partial delivery. The same shall apply to the inability of the supplier.

If the impossibility or inability occurs during the default in accepting the delivery of goods or if the buyer is solely responsible for these circumstances, buyer shall be obliged to settle the payment.

IV. Reservation of Title

1. The goods shall remain the property of the supplier until the buyer has settled all payments to the supplier resulting from the contract, including costs arising in the future from contracts concluded at the same time or later.

The same shall apply in the case that some or all claims of the supplier have been included in a current invoice and the balance has been deducted and accepted.

2. The buyer may only resell the goods under reservation in the course of orderly business if the buyer has already ceded all claims to the supplier which may arise to the buyer from the resale to any other buyer or third parties. If the buyer sells the goods under reservation as they are or if the buyer sells the goods together with objects which are the sole property of the buyer, the buyer shall cede all claims arising from the resale to the supplier to the full amount.



If the buyer sells goods under reservation which been modified by the buyer or in combination with the buyer's goods, the buyer shall immediately cede the claims arising from the resale to the full value of the goods under reservation to the supplier including all subsidiary rights. The buyer hereby accepts the cession. After the cession, the buyer shall be authorized to collect these. The supplier's authority to collect the claims himself shall not be affected by this regulation but the supplier agrees not to collect claims as long as the buyer meets his payment obligations or other obligations.

The supplier may ask the buyer to inform him about any assignment of claims and names of the debtors and he can ask the buyer to hand over the corresponding documentation and to inform the debtors about the assignment.

3. The supplier shall not be responsible for any processing or modification of his own goods. Such work shall be carried out by the buyer who is solely responsible for this work. In case of processing, modification or combination of the supplier's goods with other goods which are not the supplier's property, the supplier shall become part owner of the newly created object in proportion to the value of the supplier's goods to the other goods in the newly created object at the time of processing, modification or combination.

If the buyer becomes the sole owner of the newly created object, the contractual partners agree that the supplier becomes part owner of the newly created object in proportion to the value of the processed, modified or combined goods of the supplier. In this case, the buyer shall keep the supplier's goods in a safe place free of charge to the supplier.

4. In case that a mutual liability of the supplier is substantiated in connection with the payment of the purchase price by the buyer, the reservation of title as well as the corresponding claim arising from the supply of goods shall not expire before the buyer as drawee has encashed the bill of exchange.

V. Passing of risk

1. Also if the delivery was effected carriage paid, the risk shall be passed to the buyer as follows:

a) In case of delivery excluding erection or installation of goods, when goods were dispatched or collected. If requested by the buyer, the supplier may take out an insurance covering the usual transportation risks at the buyer's expense.

b) In case of delivery incl. erection or installation on the day of transfer of the goods at the buyer's site or, if agreed in the contract, after a perfect test operation.

2. If the dispatch, delivery, start of erection or installation, transfer of goods at the buyer's site or the test operation is delayed for reasons which are the fault of the buyer or if the

buyer cannot accept the goods for other reasons, the risk shall pass to the buyer.

VI. Warranty

The supplier shall be responsible for the following material defects and defects of title:

Material defects

1. At the choice of the supplier, the supplier shall either repair or replace parts free of charge which prove to be defective owing to a circumstance which occurred before transfer of the risk. The supplier shall be advised of any such defects in writing without delay. Replaced parts shall become the property of the supplier.

2. The buyer shall provide the supplier with the necessary time and opportunity to replace or repair faulty parts after agreement with the supplier. Otherwise, the supplier shall not be responsible for the consequences resulting from the defect.

In urgent cases of danger of operational safety or in order to prevent an unreasonably large amount of damage, the buyer shall be entitled to remedy the fault on his own or have the repair carried out by a third party. In this case, he shall inform the supplier immediately and can demand compensation from the supplier.

3. If the buyer's complaint is justified, the supplier shall bear the cost of the repair or replacement of the faulty part, including dispatch as well as reasonable cost of dismantling and installation; he shall also bear the cost of sending his technicians and personnel if this is cheaper depending on the location of the individual case.

4. Based upon the legal conditions, the buyer shall be entitled to withdraw from the contract if the supplier does not make the repair or supply of a replacement part within a reasonable time under consideration of the legal exceptions. If the defect is negligible, the buyer shall be only entitled to reduce the contract price. Apart from this case, a reduction in price shall be excluded.

5. No warranty shall be provided in the following cases: Incorrect or improper use, faulty installation or commissioning by the buyer or a third party, normal wear, incorrect or careless handling, improper maintenance, unsuitable operating material, poor construction work, unsuitable site, chemical, electro-chemical or electrical influences provided that the supplier cannot be held responsible.

6. If any repair is carried out in an improper way by the buyer or a third party, the supplier cannot be held responsible for



any consequence arising from such improper repair. The same shall apply if modifications are carried out on the equipment supplied without the prior agreement of the supplier.

Defect of Title

7. If the use of the equipment supplied results in a violation of protective rights or copyrights in Germany, the supplier shall provide the buyer at the supplier's expense with the right to use the equipment, or the supplier shall modify the equipment in a way reasonable to the buyer such that trade rights are no longer violated.

If such modification cannot be carried out in a cost-effective manner or within a reasonable time, the buyer can withdraw from the contract. Under these circumstances, the supplier shall also have the right to cancel the contract. Moreover, the supplier shall release the buyer from any undisputed or legally binding claims of the owners of trade rights concerned.

8. The supplier's obligations mentioned in paragraph VI. 7 shall only be effective if:

- The buyer informs the supplier immediately on an asserted violation of protective rights or copyrights.
- The buyer supports the supplier in an appropriate manner in rejecting the asserted claims and/or provides the supplier with the opportunity of carrying out the modifications according to VI. 7.
- The supplier reserves the right to initiate any defensive measures including unusual regulations.
- The defective title is not based on an instruction of the buyer.
- The violation of rights was not caused by the fact that the buyer modified the equipment without authorization or the buyer used the equipment as stipulated in the contract.

VII. Limitation

Any claims of the buyer arising from any legal argument whatsoever shall become invalid by prescription in 12 months. In the case of wilful or malicious procedure or in the case of claims in connection with product liability, the legal time limits shall be applicable. These time limits shall also apply to faulty buildings or supplied equipment which was used inappropriately for a building and caused its poor quality.

VIII. Use of Software

If the scope of supply includes software, the buyer shall have a non-exclusive right to use the supplied software and its documentation. The software may be used in connection with the equipment supplied. The software shall not be used in more than one system. The buyer may only copy, update, translate

or transform the object code into a source code to the extent permitted by law (Articles 69 and following of the German copyright law) The buyer shall not remove the manufacturer's information, especially copyrights, without the prior express agreement of the supplier.

All other rights in connection with the software and documentation including the copies shall remain with the supplier and / or the supplier of the software. The buyer may not issue sub-licenses.

IX. Applicable Right, Legal Domicile

1. In the case of any disputes between the supplier and buyer, the law of the Federal Republic of Germany applicable to disputes between domestic business partners shall be decisive.

2. Any disputes arising hereunder shall be settled before a competent court of law at the supplier's domicile. However, the supplier shall be entitled to file a suit against the buyer at the buyer's domicile.

3. If any provisions of the contract should become ineffective, the other provisions of the contract shall not be affected and remain valid.

