

General Terms of Sale **Version: July 2008**

I. General Terms of Sale

Unless other terms or conditions have been agreed upon in writing, solely the following terms of sale are valid for all present and future deliveries and services (subsequently jointly referred to as "deliveries").

Our contract partner's terms and conditions are valid only to the extent that we have expressly agreed to their validity in writing.

II. Conclusion of a Contract

1. Our offers, prices, estimates, and other commitments are non-binding unless they have been submitted in writing and have been expressly referred to as being binding.
2. Descriptions of articles for delivery, technical details, illustrations, drawings, as well as details concerning size, weight, and performance, that are part of a non-binding offer, are solely for illustration purposes and are non-binding unless they are expressly referred to as binding.
3. Unless the contract partner expressly points out in his order that he desires solely a certain version of the ordered goods, or that the goods should in no case deviate from his instructions and specifications and provided that it is acceptable for the contract partner under consideration of the mutual justifiable interests, we will assume that we are entitled to deliver a version altered in the course of constant technical development.
4. Contracts come into being only through our written confirmation of the order or by delivery.

III. Copyright and Exploitation Rights, Confidentiality

1. We retain absolute legal title and proprietary exploitation rights to all illustrations, drawings, estimates, quotations, and our other documents.
2. Our documents, as well as other information requiring confidentiality, that the contract partner has knowingly or accidentally received from us, may not be made available to third parties. Our explicit written permission must be obtained before this information is provided to a third party.
3. Upon request, all documents we have provided must be returned to us without delay.

IV. Prices

1. Unless otherwise specified, our prices are in EURO (€). They apply at our delivery depot in Rheinfeldern (Baden), Germany and do not include transportation, customs, insurance, packaging, assembly and installation, and other customary additional expenses.
2. Our prices do not include the statutory sales tax. The statutory sales tax will be separately calculated on the day the invoice is issued.
3. For contracts with a delivery period of more than two months and to the extent that after the contract has been concluded, there are significant changes in our expenses for salary, materials, energy, or raw materials due to reasons beyond our control, we

reserve the right to increase or decrease prices respective to the changes in our costs that have occurred. Upon contract partner's request, we will substantiate these changes.

V. Delivery and Delivery Periods

1. The delivery period begins with the receipt of the order confirmation, but not before the receipt of all documents and information necessary for the execution of the order, and not before receipt of an agreed-upon partial or advance payment. Subsequent change or supplementation requests by the contract partner extend the delivery period appropriately. The delivery deadline has been met when the goods are ready for shipment before the deadline has expired.
2. Our deliveries are subject to the reservation that we are punctually and correctly supplied by our own suppliers.
3. Should delivery be delayed, our liability is limited in cases of ordinary negligence to 0,5% of the invoice value of the delayed goods for every full week of delay and to a maximum 5% of this value. Claims for damages instead of performance according to Section IX, Subsection 1 are not affected by this limit. The contract partner must inform us about his liability concerning contractual penalties to his customers no later than at the time the contract is concluded.
4. Events that are unforeseeable, unavoidable, or beyond our control (e.g., force majeure, war, blockade, fire, natural disasters, riots, staff shortages due to illness, strikes, lockouts, stoppages, transportation difficulties, difficulties in obtaining material or energy, or actions by administrative bodies) extend the delivery period for the length of the disturbance and of its effects. This extension of the delivery period also applies when the difficulties affect one of our suppliers or occur during an existing delay. Should the difficult not be only temporary, both parties to the contract have the right to withdraw from the contract. Claims for damages are excluded in the above-mentioned cases.
5. We may make reasonable partial deliveries. We may bill partial deliveries and partial performances separately. Should payment for a partial delivery be in arrears, we may discontinue further performance of the contract.
6. Should shipment be delayed for reasons beyond our control, we will charge at least 5% of the net invoiced value of the stored delivery monthly for storage in our delivery depot.

VI. Assumption of Risk

Delivery is made at the contract partner's expense and risk. The contract partner assumes risk at our depot in Rheinfeldern (Baden), Germany as soon as we have made the goods available for delivery. The contract partner assumes risk at this time even when carriage-free delivery has been agreed upon or we have provided other services, e.g., assumption of shipping charges or delivery and installation.

VII. Goods Provided on Inspection, for Testing, or Goods Rented or Loaned

The contract partner must insure the goods ordered or provided on inspection, for testing, or goods rented or loaned against the usual risks (at least fire or water damage and theft) for the duration of providing the use at his own expense and, should the goods not be taken, returned at the contract partner's expense and risk. Possible expenses for reversing the transaction and for repairs must be borne by the contract partner.

VIII. Warranty and Duty to Inspect

1. The contract partner must inspect the goods immediately upon receipt. The contract partner must report, in writing and with an exact description of the individual defects, obvious defects within 7 working days after delivery or assumption of risk; hidden defects, within the same time period after their discovery. Should these deadlines be exceeded, all claims and rights arising from liability for these defects lapse.
2. If and to the extent that a defect exists, we have the choice between rectifying the defect or delivering replacement goods. Goods that have been replaced become our property. The contract partner has no right to rectify the defect himself or to be reimbursed for expenses so incurred.
3. Should we refuse to rectify the defect or to deliver replacement goods, or should rectification or delivery be unacceptable to the contract partner, or should the supplementary performance also be defective, the contract partner may, after a reasonable grace period set by the contract partner has expired, reduce the purchase price or, in case of serious defects, withdraw from the contract and demand damages instead of performance according to Section IX, Subsection 1.
We will assume no expenses for supplementary performance due to the goods having been transferred to another location than the contract partner's place of business after delivery.
4. We assume no warranty for changes in properties and condition occurring after the contract partner assumes risk, e.g., due to inappropriate or improper use; incorrect assembly or initial operation by the contract partner or third parties; normal wear; incorrect or negligent treatment or maintenance; inappropriate operating supplies; defective installation; or chemical, electrochemical, or electrical influence.
5. Unless we are liable for bodily injury, have violated our responsibilities intentionally or due to gross negligence, maliciously concealed the defect, or assumed an exceeding guarantee, or unless there is a longer statutory mandatory period of limitations, the period of limitations is 12 months after assumption of risk.
6. To the extent that the defect is caused by a significant third-party product, we have the right to at first limit our liability to the assignment of our claims for and rights of liability for defects against the supplier of the third-party product. Should the settlement from the assigned claims or rights come to nothing or for other reasons not be able to be enforced, the contract partner is entitled to the rights in Subsection 3 of this Section.
7. Violation of third party trademark rights is a defect only when these rights are valid in the Federal Republic of Germany.

IX. Liability

1. Unless there are other conditions in previous sections, claims for damages of any sort against us are excluded. In particular, we are not liable for damages that are not to the delivered goods themselves, for loss of profit, or for other financial loss by the contract partner. This exclusion of liability does not apply to the extent that the cause of the damages is due to a deliberate act or gross negligence, or should damages to life, limb or health be claimed. In addition, this exclusion does not apply should a contractual guarantee have been assumed, or should a cardinal obligation be violated, or contractual obligations have been violated in a way that endangers the fulfillment of the contract. However, in such cases, our liability is limited to the extent of the guarantee or, by negligent violation of contractual cardinal obligations, to customary and reasonably foreseeable damages.
2. To the extent that our liability is excluded or limited, this exclusion or limitation also applies to our lawful representatives and vicarious agents.

3. The previous stipulations do not apply to the extent that claims arising from product liability law are affected.

X. Retention of Title

1. Delivered goods remain our property until all payments from the business relationship with the customer have been received and all checks and bills of exchange accepted during this relationship have been irrevocably credited to our account. Should an open account relationship with the contract partner exist, retention of title applies to the acknowledged balance.
2. The contract partner must notify us in writing without delay of attachments or other third-party actions against the conditional goods so that we can assert our rights. To the extent that the contract partner cannot recover the expenses resulting from the defense against such an action from the third party, he must bear the expenses himself.
3. The contract partner must treat the conditional goods with care and keep them in good condition. In particular, he must insure them for their replacement value against loss and damage at his own expense. He must show us the insurance policy as well as proof of payment of the insurance premiums on request. The contract partner cedes claims arising from the insurance policies to us in advance. As soon as the contract partner assumes title, this assignment is no longer applicable.
4. Treatment and processing of the conditional goods by the contract partner are always carried out on our behalf without creating any liability on our part. Should the conditional goods be mixed with or incorporated into other goods, we acquire title to the new goods in the proportion of the invoiced value of the conditional goods to the net invoiced value of the other materials.
5. The contract partner may sell the conditional goods or the new goods in the course of normal business transactions. However, he assigns to us in advance all claims arising from further sale or use of the conditional goods in their entirety.
6. The contract partner may collect claims assigned to us as long as he fulfills his payment obligations from the collected revenues.
7. Should the contract partner no longer fulfill his payment obligations, we may revoke permission for further sale and for further use, and demand that the contract partner inform us about his assigned claims and debtors, give us all information necessary to collect the claims, surrender the relevant documents, and inform his debtors about the assignment. Repossession of the conditional goods does not constitute withdrawal from the contract. Should we withdraw from the contract, we may sell the goods on the open market.
8. Should the value of the collateral exceed our claims by more as 10% and the contract partner so request, we will release collateral to this extent. We reserve the right to choose the collateral to be released.

XI. Methods of Payment

1. Unless other conditions have been agreed to in writing, our invoices must be paid without deductions within 10 days after receipt. The contract partner bears banking charges. Payments are valid only to the extent that we can freely dispose them at our bank.
2. We expressly reserve the right to refuse checks or bills of exchange. We accept checks and bills of exchange only on account. Discount and note charges are at the contract partner's expense and are due immediately.

3. Should the contract partner be in delay of payment, we may, from the due date, charge interest of 8 percentage points above the base rate, or of 10%, whichever is greater. Should we be able to prove greater damages due to delay of payment, we may claim these damages.
4. The contract partners may hold back payments or offset claims only to the extent that the counterclaims are undisputed or legally binding.

XII. Place of Performance, applicable Law, and Place of Jurisdiction

1. Unless another place of fulfillment is created by the acceptance of the order, the place of fulfillment for all claims arising from the business relationship with the contract partner, especially for deliveries and payments, is Rheinfeldern (Baden), Germany.
2. German law applies to all legal relationships between the parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 does not apply.
3. The place of jurisdiction for all disputes arising from the business relationship with the counterparty is Rheinfeldern (Baden), Germany. However, we also have the right to sue at the contract partner's place of business.