

## General Terms and Conditions of Sale and Delivery

The following General Terms and Conditions of Sale and Delivery constitute an integral part of the contract concluded between the seller and the purchaser. Divergences are only binding on the parties if they are expressly recognised by both sides in writing.

### 1. General

- 1.1 Orders from customers do not become binding until a confirmation of order has been issued by the supplier. Any amendments and supplements are to be made in writing.
- 1.2 These Terms and Conditions apply for all sales which the seller concludes with the purchaser as well as for future purchases without any specific reference to this document having to be made. In this case a copy of the Terms and Conditions must already have been received by the purchaser on the occasion of a previous order placed by the seller.
- 1.3 Any deviating Terms and Conditions of Purchase of the Ordering Party are only binding on the supplier if they have been recognised by him in writing and duly signed.
- 1.4 The customer is himself responsible for the installation and use of the goods. The customer may only make reference to an engineering, technical consultancy or similar service of the seller if the provision of this service has been expressly agreed in writing.
- 1.5 If any individual provisions should be or become invalid, the remaining provisions shall not be affected as a result.

### 2. Quotations

- 2.1 If the seller makes a non-binding guideline quotation, this shall not be binding on the seller. Customer orders and agreements which have been concluded orally shall not become binding on the supplier until he has confirmed them in writing.
- 2.2 The seller is entitled to withdraw an unlimited offer at any time. A limited offer becomes invalid after expiry of the limited period of the offer.

### 3. Prices / Terms and Conditions of Payment

- 3.1 Prices are payable 30 days net following date of invoice, without any deductions, plus value added tax and forwarding costs. In the case of delay in payment, interest on payment in arrears amounting to 8% as from the point in time when it becomes due, shall be charged without any separate arrange having to be made.
- 3.2 Set-off of payments is not possible. Payment of the invoice amount cannot be refused on account of any applicable counter-claims of the purchaser. The purchaser relinquishes the right to set-off the purchase price against any applicable counter-claims.

### 4. Quality Standards, Technical Documentation, Plans, Drawings, Software-programmes

- 4.1 Dimensions and text indications as well as illustrations and quality specifications in the confirmations and/or technical and/or other documents of the supplier are not binding. The order documentation, in particular drawings, material specifications and similar provided by the customer shall apply.
- 4.2 The supplier shall not be held liable for the correctness of the order documentation, in particular drawings, material specifications and similar provided by the customer.

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- 4.3 Intellectual ownership of the plans, technical or other documents and software programmes as well as all rights in this connection remain with the supplier. Nevertheless usufructuary rights granted expressly and in writing to the supplier shall also remain in force.

### 5. Date of Delivery, Delay

- 5.1 The proposed delivery dates shall only be considered binding when they have been expressly agreed to. Otherwise they shall be adhered to in accordance with the material acquisition possibilities prevalent at the time of the confirmation of order.
- 5.2 The delivery period commences after the contract has been concluded and as soon as all official formalities have been dealt with, the payments due with the order have been made and any securities have been provided as well as the essential technical points dealt with.
- 5.3 The agreed delivery dates are to be extended accordingly and without any claims for damages against the supplier in the following cases:
- a) When the supplier does not receive the indications which are necessary for fulfilment of the contract, in good time or when they have to be amended subsequently;
  - b) When the customer and/or a third party (in other words the sub-contractors of the supplier) are in arrears with deliveries or work to be executed or are otherwise in default with the fulfilment of contractual obligations;
  - c) When obstacles arise or unforeseen events arise with the supplier, the purchaser or with third parties (in other words the sub-contractors of the supplier) , which cannot be prevented (particularly – but not exclusively - force major, war, international tensions, riots, shortage of raw materials, operational breakdowns, epidemics, strikes).
- 5.4 Exceeding the delivery period does not entitle the customer to withdraw from the contract and/or refuse to accept.

### 6. Dispatch

- 6.1 Dispatch takes place ex-supplier's works. If the dispatch is organised by the supplier, the costs which arise in this connection are to be charged to the customer. As a matter of principle, the official delivery clauses according to Incoterms 2000 shall apply.
- 6.2 Dispatch is to take place, without exception, at the customer's expense and risk, i.e. the consignments are not insured for transport unless an agreement to the contrary is specifically made.

### 7. Examination, Notification of Defects

- 7.1 The customer is to examine the goods on delivery in accordance with the law.
- 7.2 Any defects are to be complained about immediately in writing. Furthermore the legal set periods relating to complaints, forfeiture and limitation of the right of action shall apply. Notification of defects is to be made by registered letter. In the case of notification of defects, the supplier shall have the right to have the defect or the damage complained about inspected by his own employees or experts of his choice.

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### 8. Liability for Damages

- 8.1 The supplier is liable within the scope of the peremptory provisions of the Product Liability Law, in so far as this is applicable..
- 8.2 Any further contractual or ex-contractual liability, in particular for direct and indirect consequential harm caused by a defect is herewith set aside within the scope of what is legally permissible. The setting aside of the liability also applies to the contractual and ex-contractual liability of the supplier in connection with damages which are to be attributed to actions or omissions of the legal representatives, employees and auxiliary workers of the supplier as well as for their personal contractual and ex-contractual liability.

### 9. Cancellation, Withdrawal

- 9.1 Cancellations of orders are subject to the express and written agreement of the supplier and the customer.
- 9.2 Complaints concerning quality and dimensions of a delivery do not justify the cancellation of residual deliveries relating to the order in question.
- 9.3 The supplier is entitled to withdraw from obligations relating to deliveries if
  - a) the financial situation of the customer deteriorates considerably
  - b) the financial situation of the supplier transpires to be different from what has been indicated to the purchaser
  - c) outstanding and due claims are not settled.

### 10. Binding nature of the original text

In case any differences should arise between the German version of these General Terms and Conditions of Purchase and the version in another language, the German original text shall apply.