

§ 1 Scope

(1) Deliveries, services and tenders are provided exclusively on the basis of these Business Terms & Conditions. Therefore, they apply to all future business relationships, even if they are not expressly agreed again.

(2) These Terms & Conditions are deemed to be accepted upon receipt of the goods or services at the latest.

(3) Divergent counter-confirmations by the Purchaser with reference to his Business or Purchasing Terms & Conditions do not become part of the contract upon order acceptance.

§ 2 Tender & Contract Conclusion

(1) The Supplier's tenders are subject to change and are non-binding.

(2) Contracts require written confirmation by the Supplier in order to be legally valid. If the Supplier does not refuse acceptance within four weeks of receipt of the contract, the confirmation is deemed to have been issued.

(3) All agreements concluded between the Supplier and the Purchaser for the purpose of contract fulfilment shall be set down in writing in the contract. The Supplier's employees do not have the authority to make additional verbal agreements or to give verbal promises which exceed the contents of the written contract.

(4) The Supplier has property rights and copyright to patterns, cost estimates, drawings and similar information of a material and non-material nature and also in electronic format; they may not be made accessible to third parties. The Supplier will only make information and documents designated confidential by the Purchaser accessible to third parties if the Purchaser agrees.

§ 3 Prices

(1) The prices quoted in the Supplier's order confirmation are decisive. In the absence of any other agreements, the Supplier's prices are ex works, excluding packaging and insurance.

(2) Value Added Tax at the respective statutory rate will be added to the prices.

(3) Insofar as there are more than three months between contract conclusion and the agreed delivery period and/or the delivery period itself, the Supplier's prices, which are valid at the time of delivery or availability, apply. If the last-named prices exceed the originally quoted prices by more than 10%, the Purchaser is entitled to withdraw from the contract.

§ 4 Delivery Periods

(1) Delivery deadlines or delivery periods, which are agreed as binding, must be in writing. Unless agreed otherwise in writing, delivery deadlines and delivery periods are deemed to be non-binding. Advance part-deliveries are permitted if acceptable to the Purchaser.

(2) Delivery periods commence upon complete clarification of all commercial and technical queries and fulfilment of any obligations on the part of the Purchaser e.g. provision of necessary official certificates or approvals, at the earliest, however, not before receipt of any agreed deposit.

(3) Delivery deadlines and delivery periods are deemed to be upheld if, prior to their expiry, the object of supply has left the Supplier's works or readiness for despatch has been notified. If acceptance has to be carried out, the acceptance date, except in the event of justifiable rejection, or, alternatively, notification of readiness for acceptance is decisive.

(4) In the event of delivery delays, which can be attributed to the Supplier, the duration of the period of grace to be set by the Purchaser is fixed at two weeks which commence upon receipt of notification of the period of grace at the Supplier's.

(5) Delivery delays due to force majeure or due to events, which essentially make it difficult or impossible for the Supplier to deliver (including, in particular, strikes, lockouts, government regulations etc., even if they occur at the Supplier's subcontractors), shall not be attributed to the Supplier even in the event of delivery deadlines and delivery periods agreed as binding. They entitle the Supplier to postpone the delivery by the period of impediment plus a fair start-up period or to withdraw either wholly or partially from the contract on account of the not yet completed portion.

(6) If the impediment as defined in the previous Paragraph (5) lasts more than three months, the Purchaser is entitled, after a fair period of grace, to withdraw either wholly or partially from the contract in accordance with Paragraph (7), Sentences 2 and 3. If the delivery period is extended or the Supplier is released from his obligation to fulfil the contract in accordance with Paragraph (5), the Purchaser cannot derive any claims for compensation if the Supplier has notified the Purchaser of the impediment without undue delay.

(7) The Purchaser may withdraw from the contract without setting a time limit, if it finally becomes impossible for the Supplier to make the full delivery prior to transfer of risk. The Purchaser may also withdraw from the contract, if, at the time of ordering, execution of part of the delivery becomes impossible or if he has a justified interest in refusing the part-delivery. If this is not the case, the Purchaser has to pay the contract price for the part delivery in question. The same applies in the event of insolvency on the part of the Supplier. In the event of inability or insolvency on the part of the Purchaser during the acceptance delay or if the Purchaser is solely or largely responsible for these circumstances, he remains liable for consideration in return.

(8) If the Purchaser is delayed with the acceptance, the Supplier may set the Purchaser a period of grace in writing with the declaration that he will reject the acceptance upon expiry of this period. Upon expiry of the period of grace without successful outcome, the Supplier is entitled to withdraw from the contract and demand compensation for the damages incurred. The Supplier may, at his discretion, calculate the damages exactly or demand an amount of 15% of the net order value of the goods in storage or 50% of the net order value for manufacturing contracts as a lump sum. The Purchaser reserves the right of proof, if the Supplier incurs no damages at all or damages which are considerably less than the lump sum.

(9) From the start of the acceptance delay the Supplier only has to justify malicious intent or gross negligence. The Supplier is entitled to claim damages incurred by the delay from the Purchaser.

§ 5 Transfer of Risk

(1) The risk is transferred to the Purchaser as soon as the consignment has been handed over to the transportation agents or has left the Supplier's works for shipment. If shipment is delayed at the Purchaser's request, the risk is transferred to him upon notification of readiness for shipment.

(2) If acceptance has to be carried out, it is decisive for the transfer of risk. It must be carried out without undue delay on the acceptance date, or, alternatively, upon notification by the Supplier of readiness for acceptance. The Purchaser may not refuse acceptance in the event of an immaterial or non-essential defect.

(3) If shipment or acceptance is not carried out or shipment or acceptance is delayed as a result of circumstances which cannot be attributed to the Supplier, the risk is transferred to the Purchaser on the date of notification of readiness for shipment or acceptance.

(4) Deliveries will be insured in the name and for the account of the Purchaser if he so requests.

§ 6 Guarantee

(1) If the object of supply is defective, the Supplier is entitled, at his discretion, to provide a replacement or to take remedial measures.

(2) The object of supply shall be inspected upon delivery without undue delay to ensure it is free from defects and complete; any defects discovered shall be reported in writing to the Supplier together with an accurate description of the defect in question. If the Purchaser fails to make the inspection or report the defect in good time, the object of supply is deemed to have been approved, unless the defect was not detectable during the inspection.

Obvious defects must be notified in writing to the Supplier without undue delay, however within one week of delivery at the latest; otherwise, enforcement of a claim under warranty is excluded.

Defects discovered at a later date shall be reported to the Supplier without undue delay; otherwise, the object of supply is deemed to have been approved with regard to these defects.

(3) The defective objects of supply shall be kept ready for inspection by the Supplier in the condition, in which they were at the time of detection of the defect.

(4) The Supplier is not liable for defects which are caused by intervention on the object of supply or by an attempt to carry out modifications or repair work by the Purchaser without the prior express written approval of the Supplier. The same applies to unsuitable or improper utilisation, faulty installation or repair by the Purchaser or third parties, natural wear and tear, defective or negligent handling, improper maintenance, unsuitable operating equipment, faulty construction work, unsuitable foundation, chemical, electro-chemical or electrical influences, insofar as they are not attributable to the Supplier.

(5) If the delivery of the replacement or remedial measures do not materialise after a

reasonable period of time, the Purchaser may withdraw from the contract. If there is only an immaterial defect, the Purchaser only has the right to reduce the contract price. Otherwise, the right to reduce the contract price remains excluded.

(6) Further claims by the Purchaser for compensation are only valid in accordance with Paragraph § 7.

§ 7 Limitation of Liability

(1) With reservation of the following regulations, the Supplier is liable - for whatever legal consideration - only for malicious or gross negligent violation of obligations by him, his legal representatives and vicarious agents.

(2) In the event of slight negligent violation of cardinal obligations, the Supplier's liability is limited to the level of typical, foreseeable damages. The Supplier is not liable for infringements of obligations caused by slight negligence such as delay or inability or for infringements of protective obligations caused by slight negligence.

(3) The above cited liability exclusions and liability limitations do not apply in cases of non-negligent liability, in particular in accordance with product liability legislation, in the event of fraudulent concealment of a defect, acceptance of a guarantee or a purchasing risk and in the event of culpable damage to persons or health or loss of life.

§ 8 Payment

(1) Unless agreed otherwise, the Supplier's invoices are payable immediately and in full upon issue.

(2) The Supplier reserves the express right to refuse cheques and bills of exchange. Acceptance is always only for payment. Discount and exchange charges are for the Purchaser's account and are due immediately and payable in cash. The risk of presentation and protestation in due time is the responsibility of the Purchaser.

(3) The Supplier is entitled, despite any divergent provisions of the Purchaser, to offset payments in the first instance against earlier liabilities and will inform the Purchaser about the nature of the accounting. If costs and interest have already been incurred, the Supplier is entitled to offset payments in the first instance against costs, then interest and finally the principal.

(4) The Purchaser is only entitled to offsetting and retention if the counter-claim is found to be undisputed or legal. However, the Purchaser is also entitled to retention on account of counter-claims from the same contractual relationship.

(5) If the Purchaser gets into arrears, the Supplier is entitled to defer any outstanding deliveries from this or other orders until settlement and only to undertake future deliveries against payment in advance or cash on delivery.

(6) Interest payable on arrears is calculated with at least eight percentage points above the base rate as a minimum. Enforcement of further damages is not excluded.

(7) In the event of payment default or justified doubts as to the ability to pay or creditworthiness of the Purchaser, the Supplier is entitled, notwithstanding his other rights, to request securities or advance payments for outstanding deliveries and to

render all claims from the business relationship due immediately.

§ 9 Ownership Reservation

(1) The Supplier retains ownership of the objects of supply (retention goods) until fulfilment of all accounts receivable which are due to the Supplier for whatever legal consideration from the Purchaser now or in the future. The Purchaser is not permitted to have the retention goods at his disposal.

(2) In the event of seizure of the retention goods by third parties, particularly bailiffs, the Purchaser shall indicate that it is the property of the Supplier and inform the Supplier without undue delay so that the latter can exercise his ownership rights. If the third party is not in a position to reimburse the Supplier with the legal or out-of-court costs incurred in this connection, then the Purchaser is liable.

(3) In the event of conduct contrary to the terms of the contract by the Purchaser, particularly delayed payment, the Supplier is entitled to take back the retention goods at his costs or, if necessary, to request relinquishment of the compensation claims by the Purchaser against third parties. The taking back or the seizure of the retention goods does not signify withdrawal from the contract.

(4) The Purchaser is entitled to process and sell the retention goods in the ordinary course of business as long as he is not in arrears. Pledges or mortgages are not permitted. The Purchaser now assigns in full to the Supplier as security the accounts receivable arising from the resale or for any other legal consideration (e.g. insurance, unauthorised actions) with regard to the retention goods, including all balances due on the current account. The Supplier authorises the Purchaser to collect the accounts receivable assigned to him for his account in his own name. This collection authorisation can only be revoked if the Purchaser does not fulfil his payment obligations in a proper manner.

§ 10 Software Utilisation

(1) If software is included in the scope of supply, the Purchaser is granted a non-exclusive right to use the software supplied including the documentation. The software is made available for use on the designated object of supply. Utilisation of the software on more than one system is not permitted.

(2) The Purchaser is only allowed to reproduce, revise, translate or change from the object code to the source code to the legally permissible extent (§§ 69a ff. UrhG). The Purchaser undertakes not to remove or modify the manufacturer's data, particularly copyright endorsements, without the prior express approval of the Supplier.

(3) All other rights to the software and documentation remain with the Supplier or the software supplier. The granting of sub-licences is not permissible.

(4) The Supplier does not undertake any guarantee for the content of the software programmes.

(5) The General Licensing Terms & Conditions of the Supplier apply in addition.

§ 11 Statute of Limitations

(1) All claims by the Purchaser, for whatever legal considerations, lapse in twelve months from despatch or acceptance of the object of supply.

(2) The statutory time limits apply to claims for compensation as defined by § 7 Paragraph (2). The same applies to defects in the construction work or to objects of supply, which were used for construction work in accordance with their normal method of utilisation and have caused its defectiveness.

§ 12 Concluding Conditions

(1) Place of performance for all deliveries and payments and exclusive jurisdiction for all disputes arising directly or indirectly from this contractual relationship is the Supplier's Head Office.

(2) The laws of the Federal Republic of Germany apply exclusively to these General Business Terms & Conditions and the contractual relationship. The UN Agreement on Contracts in International Trade does not apply.

(3) If a provision of these General Business Terms & Conditions or a provision under other agreements should become inoperative, the effectiveness of the other provisions and agreements is not affected thereby. A ruling to be established by way of interpretation and safeguarding of the economic equilibrium will replace the inoperative provision.