

General Terms and Conditions (as of 12/2015)

All present and future agreements, offers and contracts with companies are subject to the following General Terms and Conditions. Differing, conflicting or supplementary GTC of the customer shall not become part of the contract even if acknowledged, unless their validity is expressly agreed in writing. Otherwise, our terms and conditions apply exclusively.

§ 1

Offers and contract conclusion

(1) Our offers are subject to change and non-binding. This also applies if we have provided the Buyer with catalogs, technical documentation (e.g. drawings, plans, estimates, calculations, references to DIN standards), other product descriptions or documents - including in electronic form - in which we own property rights and copyrights.

Technical changes and changes in shape, color and/or weight are reserved within a reasonable scope. We reserve the right to provide excess or short deliveries of up to 10%. In addition, we are entitled to excess or short deliveries by subcontractors, who according to their GTC are entitled to excess or short deliveries to the same extent. The execution of the order takes place in the context of technically necessary materials and process engineering tolerances. We reserve the right to deviations in the quality of materials in accordance with the delivery terms of the suppliers.

(2) The ordering of goods by the Buyer is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 30 days of its receipt.

(3) The acceptance may be declared either in writing (for example by order confirmation) or by delivery of the goods to the Buyer.

(4) We are not bound by information in offers and/or order confirmations which are based on obvious errors, namely, a typing or calculation error. Rather, the obviously intended explanation applies.

(5) The offer documents, drawings, descriptions, samples and cost estimates may not be disclosed, published, duplicated or otherwise made accessible to third parties without our consent. Upon request, the documents must be returned without reservation.

§ 2

Delivery, delivery period and delay in delivery

(1) The agreed delivery times are approximate times. The agreement regarding fixed deadlines are valid only upon our express written confirmation.

(2) If we can not comply with binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the Buyer without delay and at the same time notify of the probable new delivery deadline. We are entitled to withdraw from the contract in whole or in part if the service is not available within the new delivery period; we will reimburse immediately any counter-service provided by the Buyer. A case of non-availability of service in this sense refers in particular to late self-delivery by our supplier when we have concluded a congruent covering transaction, neither we nor our suppliers are at fault or we are not obligated to procure in individual cases.

(3) The occurrence of delay in delivery on our part is determined by the statutory provisions. In any case, however, a reminder from the Buyer is required.

(4) The agreed delivery times start at the earliest from the date of order confirmation. However, the delivery period begins to run only when all documents and other records required for the execution of the order are at our disposal. Our obligation to deliver is suspended so long as the customer is in arrears with a (pre-) service performance obligation. In case of culpable exceeding of an agreed delivery time the delivery is deemed as having been delayed only after the expiry of a reasonable grace period.

General Terms and Conditions (as of 12/2015)

(5) In case of force majeure - this includes such circumstances and events that can not be prevented with the diligence of a prudent business management- the contractual obligations of the Parties shall be suspended for the duration of the disruption and the extent of its impact. Should the resulting delays exceed a period of ten weeks, both Contracting Parties shall be entitled to withdraw from the contract with respect to the affected scope of the performance. Other claims are excluded.

§ 3

Price, terms of payment

(1) All prices are fixed prices plus statutory VAT. Unless otherwise agreed our deliveries are ex works excluding packaging, transport insurance, freight and installation. They are based on the wage and material costs and manufacturer's costs and sales tax charges applicable at conclusion of the contract. If after the conclusion of the contract there should be changes in the calculation basis due to higher wage and material costs or manufacturing costs, sales tax charges, or due to other circumstances, in particular calculation changes for technical reasons, we shall be entitled to a price change in appropriate ratio to the occurring changes in the calculation basis. Alternatively, we are entitled to withdraw from the contract. This also applies to blank or call-off orders, unless expressly agreed otherwise in the contract.

(2) For orders over an invoice value of € 7,500.00 (net), the Customer must pay 50% of the invoice amount when placing the order, another 40% after delivery and assembly and the remaining 10% after commissioning, training and handover, but no later than 30 days after delivery. Otherwise, the Customer has to pay the total invoice amount immediately after delivery, assembly, commissioning, training and handover (in each case to the extent necessary) has taken place, but no later than 30 days after delivery.

(3) In the event of delay in payment and justified doubts as to the Customer's solvency or creditworthiness, we are entitled - without prejudice to our other rights - to demand securities or advance payments for outstanding deliveries, to ship the goods by cash on delivery, even if other terms of payment have been agreed and all rights arising from the business relationship are due immediately. Only undisputed or legally established claims entitle the Customer to set-off or retention. The Customer may exercise a right of retention only if its counter-claim is based on the same contractual relationship. In the case of defects in the delivery, the counterclaims of the Buyer, in particular its right to retain part of the purchase price that is reasonable in relation to the defective delivery, remain unaffected.

§ 4

Place of performance, shipping, assumption of risk, transfer of risk

(1) Place of performance is our place of business.

(2) If the goods are to be sent to a location other than the place of performance upon the request of the Customer, the Customer shall be separately billed for the cost of packaging and transport. The risk of accidental loss and accidental degradation of the goods is transferred to the Customer at the time of handover, during the sale of the consignment with the delivery of the goods to the freight forwarder, the carrier or the person or institution otherwise responsible for carrying out the shipment, even if this concerns own staff. The hand-over shall be deemed to have taken place even if the Customer is in default of acceptance.

§ 5

Obligations of the Customer, training, permits

(1) If we are to produce plants, productions or other works as well as constructions that are based on the customer's specifications, the latter must submit faultless, correct and complete plan specifications before the beginning of the delivery periods and discuss necessary changes with us. If our order consists of further processing of parts, constructions or materials, the Customer is obligated to check the specifications to ensure they are flawless and accurate in terms of quality before we start our operation. This applies in particular to partial work on an entire object in order to prevent damage or defectiveness of the final product.

(2) The Customer must strictly adhere to our instructions during the training and inform the respective operating personnel accordingly.

(3) If damage arises as a result of the breach of this obligation, the Customer shall assume full liability towards the injured party. If third parties assert claims against us due to such damages the Customer must fully indemnify us against liability.

(4) All permits required for the execution of the contract must be obtained by the Customer itself.

§ 6

Guarantee and Liability

(1) Buyer's right regarding material and legal defects ((including wrong and short delivery as well as improper assembly or faulty assembly instructions) are governed by statutory provisions, unless specified otherwise hereinafter. Special statutory provisions shall in any case remain unaffected in case of final deliveries of goods to a Consumer (Supplier recourse according to §§ 478, 479 BGB).

(2) The basis for our defect liability is above all the agreements made regarding the quality of the goods. An agreement on the quality of the goods is subject to all product descriptions which are the subject of the individual contract. We do not provide the customer with legal guarantees.

(3) If there is no agreement on the quality, it must be judged according to legal regulation as to whether or not there is a defect (§ 434 para. 1 S. 2 and 3 BGB). However, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g., advertising statements).

(4) Defect claims of the Buyer require that it has met its statutory inspection and complaint obligations (§§ 377, 381 HGB). If a defect is detected during or after the inspection, we must be informed immediately in writing accordingly. The notification is deemed to have been made immediately when it is made within two weeks, whereby the timely dispatch of the notification suffices. Regardless of this obligation to inspect and to give notice of defects, the Buyer must notify us in writing of any obvious defects (including incorrect delivery and short delivery) within two weeks of delivery, whereby the timely dispatch is sufficient to meet the deadline. If the Buyer fails in performing proper inspection and/or report defects, our liability for defects not notified is excluded.

(5) If the delivered items are defective we can first decide whether we provide subsequent performance by remedying the defect (repair) or by delivery of faultless items (replacement delivery). Our right to refuse subsequent performance pursuant to statutory requirements remains unaffected.

(6) We are entitled to make owed subsequent performance dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable portion of the purchase price in relation to the defect.

(7) The Buyer has to provide us with the required time and opportunity for the due subsequent performance, in particular in order to hand over the rejected goods for verification purposes. In case of replacement delivery the Buyer must return the defective goods in accordance with statutory regulations. Subsequent performance entails neither the removal of the defective items, nor the installation, if we were not initially obligated for installation.

(8) The expenses required for the purpose of testing and supplementary performance, in particular transport, travel, labor and material costs (not included: dismantling and installation costs), are borne by us if in fact there is a defect. Otherwise, we may demand compensation from the Buyer for costs incurred in connection with the unjustified request for removal of defect (in particular inspection and transport costs), unless the lack of defect was not apparent to the Buyer.

(9) In urgent cases, e.g. in case of endangerment of operational safety or to avoid disproportionate damage, the Buyer has the right to remedy the defect on its own and to demand compensation from us for the objectively necessary expenses. We are to be informed immediately of such self-repair, if possible in advance. The right to self-repair does not exist if we were entitled to refuse a corresponding supplementary performance according to the statutory provisions.

(10) If the supplementary performance has failed or if a reasonable period to be set by the Buyer for the supplementary performance has expired without success or is superfluous in accordance with statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. There is no right of withdrawal in case of an insignificant defect. Insignificant, reasonable deviations in the dimensions and designs - especially for repeat orders - do not provide entitlement to complaints, unless the absolute compliance has been expressly agreed. Technical improvements as well as necessary technical changes are also considered to be in accordance with the contract insofar as they do not constitute a deterioration of the suitability for use.

(11) If operating or maintenance instructions are not followed, changes are made to the products, parts are replaced or consumables are used, then no guarantee is granted if the Customer does not refute a substantiated assertion to the effect that only one of these circumstances caused the defect.

(12) Claims by the Buyer for damages or compensation for needless expenses, even in the case of defects, apply only to the following conditions and are otherwise excluded:

- a. Unless stated otherwise in these General Terms and Conditions, including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with statutory provisions.
- b. We are liable for damages - for any legal reason whatsoever - under fault-based liability in cases of intent and gross negligence. In the case of ordinary negligence, we are liable only for damage resulting from injury to life, limb or health, subject to a lower
 - standard of liability according to statutory regulations (e.g. for the same care as in our own affairs);
 - for damages resulting from the substantial breach of a material contractual obligation (obligation the fulfillment of which enables the proper execution of the contract in the first place and the compliance with which the contractual partner can regularly trust and rely on); however, in this case, our liability is limited to compensation for foreseeable, typically occurring damages.
- c. The liability limitations resulting from b. also apply to breaches of obligation by or for the benefit of persons whose fault we are responsible for under statutory provisions. They do not apply if we fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act.
- d. The Buyer may withdraw or terminate due to a breach of obligation which is not due to a defect only if we are responsible for the breach of obligation. An unrestricted right of termination of the Buyer (in particular according to §§ 651, 649 BGB) is excluded. Otherwise, the legal requirements and legal consequences shall apply.

§ 7

Limitation

Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is 1 year from the date of delivery. If an acceptance has been agreed, the period of limitation begins with the date of acceptance.

§ 8

Retention of Title

(1) We reserve the title to the goods until full settlement of all claims (including ancillary claims and claims for damages) from the ongoing business relationship with the Customer. Payment by check does not terminate the retention of title until its irrevocable value date.

(2) The Customer is obligated to notify us immediately of access to the goods, for example in the case of a seizure, as well as any damage or destruction of the goods. The Customer must report a change in ownership of the goods as well as the change of residence of the company without delay. In the event of seizures and confiscations or other dispositions by third parties the customer must notify us immediately. We are to be informed immediately in writing with all information that we require for action against execution under § 771 Code of Civil Procedure (ZPO). The Customer shall be liable in the event that we suffer losses because a third party cannot provide the court and out-of-court costs of a claim pursuant to § 771 ZPO to be reimbursed to us. The Customer may neither pledge nor assign the goods as security without our prior consent.

(3) We are entitled to withdraw from the contract in the event of breach of contract by the Customer, in particular in the case of default in payment or breach of an obligation under item 2 and 4 of this clause, and to demand the return of the goods.

(4) The Customer is authorized to resell the goods during the ordinary course of business. However, the Customer hereby assigns to us all claims in the amount of the invoice (including VAT) arising from the resale against its customers or third parties and regardless of whether the goods have been sold without or after processing. This advance assignment also relates to any surrogates of the purchase price claim from the resale (such as claims for compensation of the simple retention of title, rights of substitution, substitute segregation rights, etc.).

The Customer is hereby authorized to collect this claim against the recipient or against third parties. Our authority to collect the claim itself remains unaffected; however, we undertake not to collect the claim as long as the Customer duly fulfills its payment obligations and is not in default of payment. Otherwise, we can demand that the customer inform us of the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and notify the recipients or third parties of the assignment. Furthermore, collection authorization of the Customer expires in this case.

(5) The processing or transformation of the goods by the Customer is always carried out for us. If the goods are processed or transformed with other items not belonging to us, we acquire the co-ownership of the new item in proportion of the value of the goods delivered by us to the other processed items at the time of processing or transformation. Otherwise, the same applies to the item resulting from processing or transformation as to the reserved goods (concerning the legal consequences of the simple, expanded and extended retention of title). The same applies to the cases of combination with movable property according to § 947 BGB and the mixture according to § 948 BGB. These processing clauses compensate for the legal consequences of §§ 947 para. 2 BGB, 948 in conjunction with 947 para. 2 BGB and § 950 para.1 sentence 1 BGB.

(6) The Buyer must sufficiently insure the reserved goods, in particular against fire and theft.

§ 9

Applicable law, jurisdiction, partial nullity, other terms and conditions

(1) These terms and conditions and the entire legal relationship between us and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, regardless of the place of business of the Customer. This contract is subject to the non-uniform German law, namely the BGB/HGB. The provisions of the CISG (UN Sales Convention) (for example Articles 25 to 77 CISG) do not apply.

(2) The place of jurisdiction is Stuttgart, if agreed as binding.

(3) The ineffectiveness of one of the clauses of these conditions does not affect the remaining provisions. In these cases, one of the said most economically efficient arrangements shall apply. Alternatively, the provisions of the Civil Code are applicable.

(4) Our GTC apply to the contract exclusively. Other terms and conditions shall not become part of the contract, even if we do not expressly contradict them.