



General trading conditions, version of 21.09.2006

§ 1 Overview - Range of validity

- (1) Our sales conditions solely are valid; we do not acknowledge conflicting or other conditions of the purchaser deviant from our sales conditions, except if we have explicitly accepted their validity in writing. Our sales conditions are also valid when, aware of conflicting or other conditions of the purchaser deviant from our sales conditions, we carry out unconditionally the delivery to the purchaser.
- (2) All agreements which are made between us and the purchaser in order to fulfill this contract are stipulated in writing in this contract.
- (3) Our sales conditions are only valid towards entrepreneurs in the sense of § 310 paragraph 1 of BGB (German federal code).

§ 2 Offer - Offer documents

- (1) If the order is considered as offer according to § 145 of the BGB, we can accept it within 2 weeks.
- (2) We reserve ourselves the property rights and copy rights upon all illustrations, approximate drawings coming up to requested dimensions, quotations and every other document. This is also valid for such written documents which are referred to as confidential. The purchaser needs our explicit written consent before handing them over to third parties.

§ 3 Prices - Conditions of payment

- (1) Unless otherwise mentioned in the confirmation of order, our prices are valid net, ex works, packing in works included. If, after examination, the packing used by the purchaser can not be reused for the return consignment according to the contract, a lump sum of 15 € will be invoiced additionally for producing a packing of replacement.
- (2) The legal value added tax is not included in our prices, it will be shown separately on the invoice at the prevailing rate on the invoice day.
- (3) The deduction of a discount must be approved by a special written agreement.
- (4) We proceed to price adaptations after the conclusion of the contract. As far as prices subject to variation have been agreed upon and/or subsequently a longer delivery time occurs and/or

- the scope of the agreed deliveries or services are submitted to a modification

and/or

- the material, the executions are submitted to modifications, because the documents and objects given to us by the purchaser have not met with the descriptions, technical notifications etc. or were not complete.

The sale price is net (without discount), due for immediate payment. This on the latest after dispatch or announcement of dispatch. If partial deliveries are invoiced, the payment has to be made for each individual delivery. As from the date due, default interest at a rate of 4 points above the basic interest rate according to § 288 of the BGB is due without any further reminder.

- (5) The purchaser is only entitled to set-off rights when his counter-claims are legally established, undisputable or acknowledged by us. Furthermore he is entitled to exercise a retention right if his counter-claim is based on the same contract.

§ 4 Delivery time

- (1) The start of the delivery time we indicate implies that all technical questions have been clarified.
- (2) Further the observation of our delivery duty implies the punctual and proper fulfillment of the purchaser's duty. The objection of the non-fulfilled contract reserved.
- (3) If the purchaser comes in default of acceptance or breaches culpably sundry obligations of cooperation, we are then authorized to claim for the occurred damages, including possible additional expenditures. Furthergoing claims reserved.
- (4) Provided the preconditions of § 4 (3) are fulfilled, the risk of a casual lost or an accidental deterioration of the sale object passes over to the purchaser at the moment when he is behind schedule with the acceptance or debt.
- (5) We are liable as per the legal regulations, provided the basic sales contract is a fixed business according to the § 286 § 2 no. 4 BGB or § 376 HGB. We are also liable as per the legal regulations if, as a result of a delay in delivery from our side, the purchaser is authorized to claim his interest so that the contract will not be fulfilled.
- (6) Further we are liable as per the legal regulations if the delay in delivery rests upon a contract violation from one of us, in cases of intent or gross negligence; a default of our representatives or auxiliary personnel is to be imputed to us. In case the delivery contract does not rest upon a deliberate contract violation from our side, our responsibility for compensation of damages is limited to the predictable damage, occurred in a typical way.
- (7) We are liable as per the legal regulations as far as the delay in delivery from our side rests upon a culpable violation of a main contractual duty; however in this case the responsibility for compensation of damages is limited to the predictable damage, occurred in a typical way.
- (8) By the way we are liable in case of a delay in delivery for each completed week of delay within a lump-sum compensation for delay of 3% of the purchase value, however maximum not more than 15% of the purchase value.
- (9) Further legal claims and rights of the purchaser remain reserved.

§ 4 a Risk of transportation

All our services and deliveries exclude every risk of transportation. This is carried in any case by the purchaser. The risk is passed over to the consignee with the delivery.

§ 5 Liability for faults

- (1) Claims for faults from the purchaser imply that he has properly attended his duties of investigation and blame according to § 377 HGB.
- (2) As far as a fault in the sale object exists, the contractor is authorized to choose an ulterior compensation in eliminating the fault or delivering a new object free of faults.
- (3) If the ulterior performance fails, the purchaser is authorized to choose to demand withdrawal or diminution.
- (4) We are liable as per the legal regulations if the purchaser claims for damages which rest on intent or gross negligence, including intent or gross negligence from our representatives or auxiliary personnel. As far as no deliberate contract violation is charged against us, the responsibility for compensation of damages is limited to the predictable damage, occurred in a typical way.
- (5) We are liable as per the legal regulations as far as we violate culpably a main contractual duty; in this case the responsibility for compensation of damages is limited to the predictable damage, occurred in a typical way.
- (6) As far as the purchaser is entitled to a demand for compensation instead of a delivery, our responsibility for compensation of damages is limited to the predictable damage, occurred in a typical way, according to § 5 (3).
- (7) Claims based on faults are not applicable if on demand the purchaser does not put at disposal sample of the faulty merchandise within a week.
- (8) All claims are barred at the end of 12 months after delivery or announcement of dispatch.

- (9) All claims become time-barred if the faulty parts have been re-treated or inserted without our agreement. Also our guarantee is not valid by uncorrect handling. We are liable as per the legal regulations if the purchaser claims for damages which rest on intent or gross negligence, including intent or gross negligence from our representatives or auxiliary personnel.
- (10) As far as what preceded has not been regulated divergently, the responsibility is excluded. Other claims in particular the compensation of damages out of delay and consequential damages, lost profit, contractual penalties, damages to third persons are excluded.
- (11) All claims for damages are excluded if it turns out that the order of the purchaser does not correspond to the indications made in the order, the confirmation of order or the offer.

§ 6 Withdrawal

- (1) **Of the purchaser:**
The purchaser can withdraw from the contract if it is definitely impossible for the supplier to render the performance. If despite a suitable extension of time and corresponding declaration of retention the subsequent delivery or substitute delivery is not respected, the purchaser is allowed to withdraw.
- (2) **Of the contractor and supplier:**
In case of unforeseen events, as far as they modify considerably the economical importance or the content of the performance or affect considerably the enterprise of the supplier and for the case when subsequently an impossibility of the execution is shown, the contract will be accordingly adapted. As far as this is not economically acceptable, the supplier has the right to withdraw totally or partially from the contract. Claims for damages from the purchaser do not exist in this case. The purchaser can especially withdraw from the contract when divergences in material turn out in relation to the sample and/or descriptions which were the basis of the contract, especially divergences from physical or chemical state descriptions. This is also valid for unforeseen deformations of the provided components due to existing or residual stress induced by the supplier.

§ 7 Joint liability

- (1) A further liability on compensation of damages than foreseen in § 6 is - regardless of the juridical nature of the valid claim - excluded. This applies especially for claims for compensation of damages due to fault on the conclusion of the contract, due to sundry duty violations or tortious claims on compensation of damages according to § 823 BGB.
- (2) As far as the liability for compensation of damages is excluded or limited for us, this is also valid in respect with the personal liability for compensation of damages of our employees, workers, colleagues, representatives and auxiliary personnel.

§ 8 Court of jurisdiction - Place of performance

- (1) As far as the purchaser is a tradesman, our business location is court of jurisdiction; however we are authorized to pursue the purchaser up to his domicile court.
- (2) The law of the German Federal Republic is valid, the validity of the UN sales right is excluded.
- (3) As far as nothing else is mentioned in the confirmation of order, our business location is our place of fulfillment.

Remark:

The translation of the GTC in English have been made analogously to the best of our knowledge. Juridical accuracy without guarantee.