

**§ 1
Scope**

(1) The following "General Terms and Conditions" apply to our business relationships with our customers, especially for the supply of products and the contracts, services, information and consultancy connected with these products. If separate individual agreements are concluded that vary from our terms of sale, the remaining terms of sales will be otherwise unaffected.

(2) Once our General Terms and Conditions are introduced into the business relationship with the Customer, these shall apply to all future business relationships between the Customer and us, insofar as nothing to the contrary has been agreed. The customer's terms and conditions will only apply if and insofar as we explicitly acknowledge them in writing. Our silence in relation to such alternative terms and conditions will, in particular, not be deemed to constitute acknowledge or agreement, including in relation to future contracts.

(3) Our General Terms and Conditions will apply instead of any terms and conditions the Customer may have - such terms and conditions of purchase - even if the unreserved acknowledge of the terms and conditions is provided for following the acceptance of the order. By accepting our order confirmation the Customer explicitly acknowledges that it waives any legal objection derived from its terms and conditions.

(4) These General Terms and Conditions apply only vis-à-vis "entrepreneurs" (commercial entities) within the definition of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons purchasing goods or services for a commercial or occupational purpose.

**§ 2
Information, advice, product characteristics**

(1) The information, advice and other services we supply are based solely on our past experience. The details we provide about our products are based on our development activities and our application technology experience.

(2) The values stated in this context should be regarded as average values. All information concerning our products and services should be regarded as approximate values; this applies especially to the images, drawings, content and performance details and other such information contained our quotations and print materials. We relay these results - in writing and orally - to the best of our knowledge. We do not assume any liability in respect of them, over and beyond the relevant individual contract.

(3) Our product descriptions and information do not constitute a guarantee concerning quality or durability within the definition of Section 434 BGB, unless we have explicitly confirmed to the Customer in writing in advance, or a characteristic is defined in a written purchase agreement with the Customer. However, this does not release the Customer from its obligation, prior to purchase, to personally examine our products and processes for their suitability for the intended purpose.

(4) Any reference to standards, similar technical regulations and technical data, descriptions and images of the product or service set out in our quotations and catalogues and our advertising will only constitute the specification of a characteristic if we have expressly declared this quality to be a "characteristic"; otherwise such information is a non-binding, general performance description.

(5) We can only be deemed to have assumed a guarantee if we have described the characteristic or performance aspect in writing as "guaranteed".

(6) Other than the strict liability prescribed by law, we do not assume any liability for the suitability and/or registrability and/or marketability of our products or services for the purpose intended by the Customer, unless we have made a contrary agreement in writing with the Customer. The provision contained in Section 11 is not hereby affected.

(7) We reserve the rights of ownership and copyright to images, drawings, estimates of costs and other such documentation concerning our products and services. The customer undertakes not to provide the documents described in the preceding paragraph to any other party, unless we issue our express written permission.

**§ 3
Samples/models**

(1) Prior to the manufacture of the entire product, we will only provide the Customer with a sample/model of the goods ordered if this has been separately agreed. The characteristics of samples or models will only be an element of the contract if this has been expressly agreed in writing. The customer is not entitled to commercially exploit or pass on samples or models.

(2) Where orders are placed in accordance with the Customer's specifications (drawings/samples etc.), the Customer will release us from any third-party claims relating to industrial property right infringements in this connection.

**§ 4
Conclusion of contract, service scope,
performance risk, procurement risk**

(1) Our communications labelled "quotation" are made without obligation. These are invitations to place purchase orders and to enter into contracts. A contract will only be concluded - including within a continuous business relationship - once we have confirmed the Customer's purchase order or contract in writing or text form. The content of the contract is defined by our order confirmation. In the case of immediate delivery of the product or service, our confirmation may be substituted by our invoice or delivery note.

(2) We will only assume a procurement risk by way of an express agreement by using the phrase "we assume the procurement risk for ..." The assumption of a procurement risk is not established merely through our obligation to deliver an item defined only by its type. We are only obliged to make deliveries from our stocks, unless otherwise expressly agreed in writing.

(3) In the case of make-and-hold orders or delays in acceptance for which the

Customer is responsible, we will be entitled to immediately procure the material required for the entire order and to immediately manufacture the entire deliverables and, in the case of customer delays, to offer these items and execute the order. As a result, any change requests by the Customer can no longer be considered after the order is placed unless this has been explicitly agreed upon in writing.

(4) The Customer must inform us in writing in good time prior to the conclusion of the agreement as to any special requirements it has in relation to our services or products.

(5) In the case of deliveries of products, we are entitled to make excess or short deliveries of units or weights if this is within 5% of the amount specified in the order or the amount indicated in the order confirmation.

(6) If formal acceptance of the service, or the receipt of a service or a product or the dispatch is delayed for a reason attributable to the Customer, if the Customer does not issue a dispatch order by the end of the agreed delivery period or if the Customer is culpable failing to fulfil its call obligations within the agreed time period or, in the absence of an agreed time period, within 4 months, irrespective of alternative or farther-reaching rights and having granted a 10-day grace period which has subsequently expired, we will be entitled to choose to demand immediate payment or to rescind the agreement or to refuse performance and demand compensation in lieu of complete performance. This grace period must be granted in writing or text form. We are not obliged to again refer to the rights set out in this paragraph. In the event of a demand for damages, the payable damages are 20% of the net delivery price. The customer remains entitled to prove another amount of damages was incurred or that no damages were incurred.

(7) If the dispatch or collection of the products is postponed at the request of the Customer or for reasons attributable to the Customer, commencing with the point in time at which the products should have been dispatched or collected by the Customer we will be entitled to store them at the sole risk of the Customer and charge the Customer for the costs incurred at a flat-rate of 2.5% of the net invoice amount for each month commenced in the delay. The customer remains entitled to prove that different storage costs or no storage costs were incurred. Furthermore, we are entitled to otherwise use the contractual products after expiry of this period and we may re-deliver to the Customer after a reasonable period of time.

(8) In the event of a delayed delivery order or call for which the Customer is at fault, we will be entitled to postpone the delivery or service for a period of time equivalent to the Customer delay.

**§ 5
Performance, performance period, delay**

(1) Binding delivery or performance dates and delivery or performance periods must be explicitly agreed with us in writing in order to be enforceable. In the absence of any such separate agreement, or if it is agreed that these delivery or performance dates and delivery or performance periods are approximate etc., these dates/periods are non-binding. In this case we will employ our best efforts to meet these.

(2) The delivery or performance periods commence with the receipt of our order confirmation by the Customer, but not however before all details concerning the execution of the order have been clarified and all other prerequisites have been met by the Customer, especially not before all advance payments have been agreed. This applies likewise to delivery and performance dates. If the Customer has made change requests following the order placement, a new delivery period commences with our confirmation of the change.

(3) Product deliveries prior to the expiry of the delivery period are permissible, as are part deliveries provided this is reasonable to expect of the Customer.

(4) The delivery date confirmed in writing is deemed to be the date of delivery. If two or more individual contracts concerning identical products being processed in parallel, we will then be entitled to determine the sequence in which the individual contracts are fulfilled. If no contrary written agreement has been concluded, the interest in receiving our service is only extinguished if we fail to deliver material part or if we only deliver after a delay.

(5) In the case of product deliveries and a duty to collect, the relevant date is the day on which notice is given regarding the readiness for shipment, otherwise it is the day on which the product is dispatched.

(6) Deliveries shall be made - unless otherwise agreed - at our option in the case of long-term contracts at the time of the call, and in the case of single contracts, within the agreed delivery period. We may proffer the product or the goods by the 1st working day following the conclusion of contract and at any time during normal business hours within the delivery and performance period.

(7) If the Customer wishes a delivery or performance time on a particular day or in a calendar week, this can be recorded in our order confirmation to the Customer. This does not establish a binding obligation on our part to ensure this delivery or performance time is actually fulfilled. However, we will use our best efforts to meet the delivery or performance time. We will notify the Customer in good time of any delays.

(8) If we default in making the delivery, the Customer must first grant us a reasonable additional time period in which to effect performance. If this elapses without success, claims to damages for breaches of duty - irrespective of the reason - will only exist in accordance with the provisions of Section 11 (Disclaimer and liability of limitation).

(9) In cases of delayed delivery the Customer is duty bound, upon our demand, to declare within a reasonable period if it intends to rescind the contract due to the delay to delivery or whether it will insist on delivery taking place.

(10) We will not be in default as long as the Customer is in default in fulfilling its obligations to us, including obligations under other contracts.

(11) If the Customer fails to accept products or services despite a legal obligation to do so, we will be entitled to ascertain the damages. In the case of product deliveries this takes the form of re-sale on default to other parties or the determination of a price by an appraiser. If an announced re-sale on default is not realised or cannot be realised

in an appropriate manner or time period, the right to claim damages will endure. The ascertainment of damages will take the form of the price determined by an appraiser. In any case the key date for determining the price is the first working day following the expiry of the additional period of time.

(12) We may at any time deliver a third-party product equivalent in function and value to our products, if we are unable to deliver our own product for technical reasons or a failure to receive supplies from our own suppliers despite having implemented reasonable stock coverage measures, and we credit the Customer with any difference in price, unless the delivery of our own products is explicitly agreed in writing. Section 305b BGB (Priority of individually agreed terms) remains unaffected.

(13) We reserve the right to make changes within customary limits to our products, series and models. We are likewise entitled to deliver the product/series/model corresponding or similar to function, value and design set out in the purchase order, if we find it impossible to deliver the agreed product due to technical or legal reasons for which we are not responsible, or in the event of a failure to receive supplies from our own suppliers (cf. Section 6 below) and we credit the Customer with any price difference.

(14) We may likewise at any time fulfil our contractual performance obligations using the services of sub-contractors, provided no strictly personal service is agreed.

§ 6

Delivery subject to receiving deliveries from our own sub-suppliers; force majeure and other impediments

(1) If we do not receive a delivery or service from our sub-suppliers to allow us to make the delivery or render the service contractually required from us, despite due and adequate stocking in relation to quantity and quality under our delivery or service agreement with the Customer (matching coverage), for reasons for which we are not responsible, or it is incorrect or not within the due time, or if force majeure occurs for a significant period (i.e. more than 14 calendar days), we will notify our customer in writing or text form in good time. In this case we shall be to postpone the delivery for the duration of the impediment or to wholly or partially rescind the agreement in view of the unfulfilled part, provided we have fulfilled our aforementioned duty of notification and have not assumed the risk for procurement. Force majeure occurs in the event of a strike, lock-out, interventions by the authorities, energy or raw material shortages, transport restrictions or impediments and operational impediments for which we are not at fault, e.g. where these are caused by fire, water and machine damage, or any other impediments that, from an objective perspective, we are not culpable for causing.

(2) The customer will be entitled to cancel that part of the agreement not yet fulfilled if a delivery or service date or delivery or service period has been bindingly agreed, or if the agreed delivery or service date or delivery or service period is exceeded by more than four weeks as a result of any events set out in Section 6 (1) above, or, in the case where the delivery date is not binding, it would be unreasonable to hold the Customer to the agreement. In such a case the Customer has no other rights, especially no rights to compensation.

§ 7

Shipment, packaging and transfer of risk

(1) Unless otherwise agreed in writing, products will be shipped ex works by us, uninsured and at the risk and cost of the Customer. We reserve the right to choose the route and means of transport. We shall, however, endeavour to take the Customer's wishes into account with respect to the route and type of shipment. Any resulting additional expenses - including where carriage paid shipment is agreed - shall be borne by the Customer.

(2) If the consignment is delayed at the request or fault of the Customer, we will store the goods at the Customer's cost and risk. In this case the notification of readiness for shipment is deemed to be equivalent to the actual consignment.

(3) The risk of accidental loss or accidental deterioration shall pass to the Customer when the products and goods to be delivered are handed over to the Customer or, if consignment has been agreed, to the forwarder, freight carrier or other firms charged with shipping the products but no later than the time the products leave our works, warehouse or branch site.

(4) If delivery is delayed because we assert our right of retention due to the Customer's complete or partial default in making payment, for another reason for which the Customer is responsible, the risk shall pass to the Customer no later than the date of the notice to the Customer announcing that the delivery is ready for shipment.

(5) If the products are to be collected by the Customer or another determined by it, the collection dates or time periods must be coordinated with us no later than 3 days prior to the delivery date.

(6) In the absence of any special agreement, the mode of shipment and packaging will be determined at our discretion in accordance with Section 315 BGB.

§ 8

Duty to report defects, breach of duty, material defects

(1) The customer must give us notice of evident material defects immediately but no later than 12 days following collection in the case of delivery ex works, otherwise following the delivery. Notice of hidden material defects must be provided to us immediately following discovery but no later than before the end of the warranty period pursuant to Paragraph 8.10. A notice of defects made out of time will preclude any claim by the Customer for breach of duty due to material defects. This does not apply in the case of deliberate, grossly negligent or fraudulent acts on our part, in the event of death or personal injury or the assumption of a guarantee of the absence of defects, or a procurement risk pursuant to Section 276 BGB or in the case of other such strict legal liability and in the event a right of recourse within the supply chain (§§ 478, 479 BGB).

(2) The defect notification must be communicated in writing. A formally inadequate notice of defects will preclude any claim by the Customer due to material defects. A defect notification will be ineffective if it does not contain the exact article number and

the information particulars of the item concerned.

(3) If products are delivered by consignment, evident defects at the time of delivery must be reported to the shipping company, which should be requested to record said defects. Notifications of defects must be contain the best possible description of the defect. If defects in number and weight were already discernible at the time of delivery in accordance with the aforementioned examination duties, the Customer must issue a complaint about the defects to the shipping company upon receiving the products, and it should have this complaint certified. A notice of defects not made in this way will, to this extent, preclude any claim by the Customer for breach of duty due to defects. This does not apply in the case of deliberate or grossly negligent acts on our part, in the event of death or personal injury or the assumption of a guarantee of the absence of defects, or a procurement risk pursuant to Section 276 BGB or in the case of other such strict legal liability and in the event a right of recourse within the supply chain (§ 478 BGB).

(4) The customer must give notice in writing immediately of any other breaches of duty, and, before asserting any further rights, it must grant a reasonable time limit for delivery of a remedy.

(5) The delivered products are deemed to have been accepted as contractually compliant by the Customer upon the commencement of any processing, modification, mixing or combination with other articles. The same applies in the event that the goods are relocated away from the original destination. Prior to the commencement of any of the aforementioned activities, the Customer is required to perform checks suitable in scope and methodology in order to clarify if the delivered products are suitable for the processing, processes and other purposes intended by the Customer.

(6) If the defect notice is issued without justification, we will be entitled to demand that the Customer compensate us for the costs we incur as a result.

(7) If the Customer is a "merchant", we will rectify any defects for which the Customer itself is responsible, and eliminate any unjustified complaints on behalf of and at the expense of the Customer.

(8) We are only obliged to render subsequent improvement and substitute delivery or replacement production in that country in which we sold our product to the Customer, or to which the goods were duly delivered or the service was rendered in accordance with the contract.

(9) The customer's claims in relation to costs necessarily incurred for the purpose of subsequent performance, especially shipment, travel, labour and material costs are excluded to the extent that these costs increase because the object of delivery is subsequently relocated to a place other than the agreed place of delivery, if such a relocation does not accord with the designated use. This does not apply to recourse claims pursuant to Sections 478, 479 BGB, as well as in the event of fraud or deliberate damage or the assumption of a warranty.

(10) Unless otherwise explicitly agreed in writing or other such text form, we assume a 12-month warranty in respect of material defects, said period starting from the date of the transfer of risk (cf. Para. 7.4); in the event of the Customer's refusal to accept or receive, said period commences from the time the delivery notification concerning the hand-over of goods is issued. This does not apply to claims for damages based on a guarantee, the assumption of a procurement risk within the definition of Section 276 BGB, due to death or personal injury or a fraudulent, intentional or grossly negligent or fraudulent acts, or if, in the cases of Section 478 BGB (recourse within the supply chain), Section 438 (1) No. 2 (buildings and items intended for buildings), and Section 634 a (1) No. 2 BGB (building defects), a longer period is stipulated by law. Section 305b BGB (Priority of individual terms agreed orally, in writing or in text form) remains unaffected. The aforementioned provision does not entail a reversal of the burden of proof.

(11) Further claims by the Customer for or in connection with defects or consequential damage caused by a defect, for whatever reason, shall exist only subject to the provisions of Para. 11 (Disclaimer and limitation of liability).

(12) Our warranty and ensuing liability will be excluded if defects and damages connected therewith cannot be conclusively attributed to our defective products or defective performance. The warranty and any liability under it is especially excluded for the consequences of the erroneous use or natural wearing of the products, as well as the consequences of physical, chemical or electrolytic influences that do not correspond to the anticipated average standard influences. It is likewise excluded in respect of unsuitable or improper use; defective assembly or start-up on the part of the Customer or by another party designated by it; natural wear and tear; incorrect or negligent handling; improper maintenance. The foregoing provision does not apply to fraudulent, gross negligent or intentional acts on our part, or death or personal injury, the assumption of a guarantee, a procurement risk pursuant to Section 276 BGB or in the case of strict legal liability given the prevailing circumstances.

(13) If the Customer or a third party improperly rectifies a defect, we will not be liable for the resulting consequences. This shall also apply to any modifications of the product undertaken without our prior consent or changes of use not approved by the manufacturer compared to the use specified by it. Any rights of recourse in favour of the Customer against us in the event of a resale of the goods exist only to the extent that the Customer has not made any agreements with its end customer over and beyond the provisions contained in the statutory claims for defects.

(14) Acknowledgement of breaches of duty - in particular in connection with the delivery of defective products - will only be valid if issued in writing.

§ 9

Prices, conditions of payment, default, grounds for uncertainty, taking back, right of retention

(1) As a rule all prices are quoted in EURO, and are subject to the additional costs of packaging, shipment ex works or warehouse, plus value-added-tax charged at the applicable legal rate and payable by the Customer.

(2) In the absence of an alternative agreement, services not contained in the

quotation will be performed on the basis of our applicable general price lists, as may be amended from time to time.

(3) We are entitled to unilaterally and appropriately increase the due payment in the event of an increase in material production and/or procurement costs and/or product procurement costs, wage and non-wage costs, social security contributions as well as energy costs and costs incurred due to environmental regulations, exchange rate fluctuations and/or currency regulations and/or changes to import/export duties and/or freight rates and/or public levies, if these directly or indirectly affect the merchandise production costs or the costs of our contractually agreed services and if there are more than 4 months between the conclusion of contract and the delivery. An increase as described above will be precluded if the increase in costs in relation to any aforementioned factors can be balanced by a reduction in the costs of other aforementioned factors with reference to the total cost charge for the delivery. If any of the aforementioned cost factors are reduced, and this reduction is not offset by an increasing in any of the other aforementioned factors, the reduction in costs will be passed onto the Customer in the form of a reduced price.

(4) If, in an exceptional case, we are to contractually bear the freight charges, the Customer will bear any additional costs connected with increases in freight rates arising after the conclusion of contract.

(5) Our invoices are payable without deduction within 30 days following delivery/performance. We are also entitled to demand payments be made concurrently with product deliveries, in the event there are objective grounds indicating that the Customer is unable or unwilling to service its debts, particularly if the customers is in default of the settlement of our payment demands. If an early payment discount has been agreed, this will be calculated on the basis of the net amount and is only permissible if all other liabilities pertaining to the business relationship with the Customer and older than 30 days have been settled. The purchaser's credit note will only be deemed to be an invoice if this has been expressly agreed. Unless otherwise agreed, in these cases the invoiced sums are payable without deduction within 30 days - the funds to be received by us in this time - following hand-over of the goods.

(6) Irrespective of the Customer's contrary terms, we will be entitled to offset payments against older debts first; we will notify the Customer of the nature of the offset performed. If costs and interest have already been accrued, we shall be entitled to use the payment to firstly satisfy costs, then the accrued interest and finally the principle debt. The absence of a reminder notwithstanding, the Customer will be in default if it fails to make payment within 31 days of the delivery/service or within 31 days of the delivery notification in the case of delivery ex works. If a binding payment date was agreed, the Customer will be in default if it fails to observe the payment date.

(7) Once the Customer is in default, default interest will be charged at the rate of 8% of the applicable base interest rate from the time that the default occurred. This rate will be reduced if the Customer demonstrates a low rate of loss; we reserve the right to demonstrate that the actual damages are higher.

(8) Furthermore, in the event of default of payment on the part of the Customer, we are entitled to withhold deliveries or services under all agreements with the Customer until the complete satisfaction of claims. The Customer can circumvent this right of retention by arranging a directly enforceable and unlimited surety from a major German bank or a municipal bank which is affiliated with the asset collateral fund; the surety will cover the amount of all payments due.

(9) Any default in the fulfilment of a receivable will also result in all our receivables under the business arrangement being due and payable immediately. The date of payment is deemed to be the day that we received the money or our account is credited. If conditions of payment go unfulfilled or circumstances become known or discernible that, according to our prudent commercial judgement, give rise to justified doubt about the Customer's creditworthiness, also including such facts that existed when the contract was concluded but which were unknown to us or did not have to be known to us, we shall be entitled, additional statutory rights in such cases notwithstanding, to cease any further work on current orders or delivery, and, using our reasonable discretion (§ 315 BGB), to request advance payments or the provision of appropriate customary securities for deliveries still outstanding, and, after expiry of a reasonable extension of time to provide such securities is unsuccessful, to rescind the contract, irrespective of other statutory rights. The customer shall be obliged to reimburse us for all damages sustained due to non-performance of the contract.

(10) If payments are deferred and they are made later than originally agreed, interest shall be charged for the deferral period at the rate of 8% over the basic interest rate from the time the deferment petition is made, without the issue of a notice of default being necessary.

(11) The Customer has a right of retention or right of offset only in terms of those counter claims which are not disputed or which have been declared res judicata, unless the counter-claim is based on the breach of material contractual obligations. A right of retention can only be exercised by the Customer to the extent that its counter-claim is derived from the same contractual relationship. "Material contractual obligations" are those duties which protect the material contractual rights of the supplier and are specifically granted to it according to the content and purpose of the agreement, and those contractual obligations the fulfilment of which is a pre-requisite to the proper performance of the agreement and the fulfilment of which is a fact on which the supplier would normally and rightfully rely.

(12) Our price lists and other such price information are subject to change, unless we have explicitly indicated in writing that these are binding.

(13) In the event of an application to open insolvency proceedings by the Customer or its suspension of payments not connected with rights of retention or other such rights, we will be entitled to rescind the agreement at any time or to make delivery of the purchased goods conditional on advance settlement of the payment obligation, insofar as the Customer is in breach of its obligations at this time. If the delivery of the purchased goods has already taken place, the purchase price is immediately due in such cases described above. We are likewise entitled to demand return of the purchased goods in the aforementioned cases and to withhold these until complete payment of the purchase price is made.

(14) If the Customer suspends its payments or it files an insolvency application, the

Customer will no longer be entitled to the sell, process, combine or blend of the goods subject to retention of title (cf. Section 10 Paragraph (1)). In this case, it must instead immediately ensure the separate storage and labelling of goods subject to retention of title and it shall keep in trust for us the sums received by the Customer and to which we are entitled under claims assigned in connection with our deliveries of goods.

§ 10 Retention of title

(1) We retain title to all equipment and goods we deliver (hereinafter referred to as a whole as "goods subject to retention of title") until all our claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when any or all claims by us are incorporated in a current account and the balance has been established.

(2) The customer must insure the goods subject to retention of title adequately, particularly against fire and theft. Claims against the insurance company arising from a damage event relating to goods subject to retention of title are herewith assigned to us in the value of the goods subject to retention of title.

(3) The customer is authorised to resell the delivered products in the normal course of its business. The customer is not permitted to make other disposals, especially pledging or granting of lien entitlements. If goods subject to retention of title are not paid for immediately by third-party buyers when resold, the Customer may only resell under retention of title. Authorisation to resell the goods subject to retention of title will cease automatically if the Customer suspends payment or defaults in payment to us. The same applies if the Customer is affiliated with a consolidated group and/or one of the aforementioned circumstances arises in relation to the parent or supraordinate company of the Customer.

(4) The customer here and now assigns to us all claims including securities and ancillary rights that accrue to it against the end user or third parties by reason of or in connection with the resale of goods subject to retention of title. The customer may not reach an agreement with its purchasers that in any way excludes or impairs our rights or nullifies the assignment of the claim from the outset. When the goods subject to retention of title are sold with other items, the claim against third-party buyers amounting to the delivery price agreed between ourselves and the Customer shall be deemed assigned unless the amounts applicable to the individual goods can be determined from the invoice.

(5) The customer shall be entitled to collect claims assigned to us until revoked by us, which we may do at any time. Upon our request, the Customer will be obliged to give us the information and documents in full required to collect assigned claims, and unless we do so ourselves, it must notify its buyers immediately of the assignment made to us.

(6) If the Customer incorporates claims from the resale of goods subject to retention of title in a current account arrangement with buyers, the Customer shall herewith assign to us any recognised closing balance in its favour in the amount which corresponds to the total amount of the claim from the resale of our goods subject to retention of title, such claim being transferred to the current account relationship.

(7) The customer must notify us immediately if the Customer has already assigned claims to third parties from the resale of products delivered or to be delivered by us, particularly by way of a non-recourse and recourse factoring, or made other agreements which can impair our current or future security interests under to this Paragraph 10. In the case of a recourse factoring, we shall be authorised to rescind the contract and request the products already delivered to be handed over. This shall also apply to a non-recourse factoring arrangement if, according to the contract with the factor, the Customer cannot freely dispose of the purchase price of the claim.

(8) If the Customer is in breach of contract, especially if it is in default of its payment obligations, we will be entitled to take back possession of all goods subject to retention of title. In this case the Customer will be obliged, without further ado, to surrender the goods subject to retention of title. At any time during normal business hours, we are permitted to enter the Customer's business premises to take an inventory of the goods delivered by us.

(9) In taking back possession of the goods subject to retention of title, we are not rescinding the contract unless we expressly state this in writing or it is stipulated by strict statutory provisions.

(10) The customer must inform us immediately in writing of any third-party interference with the goods subject to retention of title or any claim assigned to us.

(11) If the value of the existing collateral securities exceeds the secured claims by more than 10%, then, upon demand by the Customer, we shall be obliged to release collateral; the choice of what securities are to be released rests with us.

(12) The transformation and processing of goods subject to retention of title is performed on our behalf as the manufacturer within the definition of Section 950 BGB; this does not create any obligation on our part however. If the delivered goods are reprocessed with other items not belonging to us, we will acquire co-ownership in the new object equal to the proportion of the invoice value of the delivered goods compared to that of the other reprocessed or combined articles. If our goods are combined with other movable items into a single article deemed the principal article, the Customer shall here and now assign to us co-ownership therein to an equivalent proportion. The customer shall keep protect our sole or co-ownership rights at no charge to us. The co-ownership rights created in this way are deemed to be goods subject to retention of title. Upon our demand, the Customer shall be obliged at any time to provide us with the information we require to assert our ownership or co-ownership rights.

(13) If, in the case of deliveries exported abroad, certain measures must be performed by us or by the Customer in the importing country for the effectiveness of the aforementioned retention of title or the other rights described therein, the Customer must inform us of this fact in writing or in text form and it will promptly perform measures of this kind at its own cost. We will cooperate to the requisite extent in this. If the law of the importing country does not permit retention of title, but allows us to reserve other rights as to the goods supplied, we may exercise all such rights using our reasonable discretion (§

315 BGB). Insofar as an equivalent guarantee for our claims on the Customer is not achieved in this way, the Customer is duty bound to provide us with other security in respect of the goods supplied or other collateral at its own cost, in which situation we may exercise our reasonable discretion (§ 315 BGB).

§ 11 Disclaimer and limitation of liability

(1) Subject to the following exceptions, we shall not be liable especially not for the Customer's claims for damage of the reimbursement of costs - irrespective of the legal basis - in the event of breaches of duty established by the contractual arrangement.

(2) The disclaimer set out in Paragraph 11.1 above does not apply in case of strict legal liability as well as:

- for our own intentional or grossly negligent breach of duty and the intentional or grossly negligent breach of duty on the part of our statutory representatives or vicarious agents;
- for the breach of material contractual obligations; "material contractual obligations" are those obligations which protect the legal position of the Customer, and which are to be specifically afforded to him in accordance with the content and purpose of the agreement. Furthermore, contractual duties are deemed fundamental where the fulfilment of these is imperative for the orderly performance of the contract and upon which the contractual partner would and may normally rely;
- in the event of death or personal injury, including that caused by statutory representatives or vicarious agents;
- in the case of default, where delivery and/or service by a fixed date was agreed;
- where we have assumed a warranty regarding the quality of our goods or the outcome of the service, or a procurement risk within the definition of Section 276 BGB;
- in the case of liability according to the Product Liability Act or other such strict statutory liability.

(3) In the event that we or our vicarious agents are culpable of slight negligence and none of the scenarios described under Para. 11.2, indents 3, 4, 5 and 6, we will only be liable for foreseeable damage typical for this type of contract, including in the case of the breach of material contractual obligations.

(4) The sum of our liability is limited to a maximum indemnity limit of EUR 250,000.00 for each individual damage event. This does not apply if we have acted fraudulently, intentionally or with gross negligence, for claims concerning death or personal injury as well as in the case of a claim in tort or one based on an expressly assumed guarantee or the assumption of a procurement risk in accordance with Section 276 BGB or in the event the strictly applicable legal provision prescribe a higher level of liability. Any other liability is excluded.

(5) The exclusions and limitations on liability as set out in Para. 11.1 to 11.4 and Para. 11.6 apply to the same extent in favour of our executive bodies, our managerial and non-managerial employees, other vicarious agents and our sub-contractors.

(6) The customer's claims to compensation established under this contractual arrangement can only be asserted within an exclusion period of one year from the legal commencement of the limitation period. This does not apply if we have acted intentionally or with gross negligence, for claims concerning death or personal injury as well as in the case of a claim in tort or one based on an expressly assumed guarantee or the assumption of a procurement risk in accordance with Section 276 BGB or in the event that strictly applicable legal provisions prescribe a longer limitation period.

(7) The aforementioned provisions do not entail a reversal of the burden of proof.

§ 12 Third-party property rights

(1) Unless otherwise agreed, we are obliged only to deliver goods in the Federal Republic of Germany that are not encumbered by third-party industrial property rights or copyright. If a third party asserts legitimate claims for the infringement of property rights through products delivered by us to the Customer, we shall be liable to the Customer as follows:

a. We shall firstly attempt to either procure a licence at our expense for the deliveries in question or modify the products in order that the property right is not infringed, or we will be substitute the product, the choice resting with us. If we are unable to do so at reasonable conditions, the Customer shall be entitled to its legal rights, which are defined, however, on the basis of these General Terms and Conditions.

b. Our aforementioned duties are only then established if the customer promptly informs us of the third-party claim made against it, it refrains from acknowledging the claim and enables us to attend to all measures necessary for defending the claim and negotiating a settlement. If the Customer ceases use of the products for the purpose of limiting damages or for any other material reasons, it is duly bound to inform the third party that this cessation of use may not be implied as any acknowledgement of the alleged property right violation. If an action is filed by third parties against the Customer for infringement of property rights resulting from the use of products delivered by us, the Customer undertakes to notify us immediately in writing and afford us the opportunity to become party to any legal proceedings. The customer must support us in every relevant way in conducting such a legal dispute. The customer must desist from everything that could prejudice our legal position.

(2) The customer has no claims in the event that it is responsible for the property rights infringement. Claims of the Customer are likewise excluded if property rights infringement is caused due to particular specifications demanded by the Customer, through a type of use not foreseen by us or which is caused by the fact that the products were modified by the Customer or used together with other products not delivered by us.

§ 13 Product liability

(1) The customer will not modify any safety-relevant aspects of the goods. In particular it will not modify or remove any warnings of the risks if the goods are used

improperly. If it breaches this duty, the Customer will indemnify us - for the purpose of the internal relationship - in respect of third-party product liability claims, insofar as the Customer is responsible for the triggering circumstance.

(2) If a product defect in the goods requires us to undertake a product recall or issue a warning, the Customer will assist us and perform all measures ordered by us and reasonable to expect of him. The customer will be obliged to bear the costs of the product recall or the product warning, to the extent that, in accordance with product liability principles, he is responsible for the product defect and the resulting damage. All our other claims remain unaffected.

(3) The customer will promptly notify us of the risks of which it become aware in relation to the use of the goods and the possible product defects.

§ 14 Place of performance, legal venue; applicable law

(1) The place of performance for all contractual obligations is the registered address of our company.

(2) The exclusive legal venue for hearing all disputes is that court with jurisdiction over the place in which our company has its registered address, insofar as an alternative legal venue is not strictly prescribed by law. We are entitled, however, to pursue legal actions against the Customer at that court with general jurisdiction for its registered place of business.

(3) All legal relations between us and the Customer are exclusively subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The aforementioned provisions likewise apply if the Customer is a foreign national or has relocated his domicile abroad.

§ 15 INCOTERMS, Prohibition on assignment Amendments and additions, written form, severability clause

(1) Insofar as commercial clauses are agreed in accordance with the International Commercial Terms (INCOTERMS), the INCOTERMS 2010 shall apply.

(2) We hereby repudiate any prohibition or restriction on assignment as may be provided for in the Customer terms and conditions; this applies especially if the assignment is made dependent on the Customer's prior consent.

(3) Amendments to these terms and conditions will be disclosed in writing to the Customer in the case of a continuous business relationship. Such amendments are deemed approved by the Customer if it does not raise any written objections. We must point out this legal consequence when issuing the change notification. The customer must send us objection within six weeks of having received the change notification.

(4) All agreements, additional agreements, covenants and contractual amendments must be made in writing. This applies equally to the setting aside of this requirement of the written form. Additional oral agreements or amendments/additions are null and void.

(5) If not based on its right of retention or other such rights, any cessation of payments on the part of the Customer will entitle us, having granted a reasonable additional period of time, at any time to rescind the contract or make the delivery of the products of service dependent on the prior fulfilment of payment obligations. If the delivery of the products has already taken place, the counter-performance is due immediately in such cases described above. We are likewise entitled to demand return of the products in the aforementioned cases and to withhold these until complete payment of the purchase price is made, unless advance performance is agreed. If the Customer ceases making payments or if it files an insolvency application, the Customer will no longer be entitled to the sell, process, combine or mix goods subject to retention of title. In this case, it must instead immediately ensure the separate storage and labelling of goods subject to retention of title and it shall keep in trust for us the sums received by the Customer and to which we are entitled under claims assigned in connection with our deliveries of goods.

(6) The customer may not assign its contractual rights without our written consent. Section 354a German Commercial Code (HGB) remains unaffected.

(7) If, in accordance with the law concerning standard business terms set out in Sections 305 to 310 German Civil Code (BGB), any of the provisions of this contract are or become wholly or partially ineffective/void or unenforceable, the statutory regulations shall apply. If, for reasons other than the law concerning standard business terms set out in Sections 305 to 310 German Civil Code (BGB), any of the current or future provisions of this contract are or become wholly or partially ineffective/void or unenforceable, this will not affect the validity of the remaining provisions of this contract, provided the performance of the contract - including given the following regulations - would not present an unreasonable hardship to one of the parties. The same applies in the event that an augmentable gap is discovered following the conclusion of the contract. The parties shall replace any invalid/void/unenforceable provision or gap that requires filling, for reasons other than the provisions relating to the Law of General Terms and Conditions according to Sections 305 to 310 BGB, with a valid provision the legal and commercial content of which corresponds to the invalid/void/unenforceable original provision and to the purpose of the contract as a whole. Section 139 BGB (Partial invalidity) is expressly excluded - including in relation to any provisions concerning the burden of proof. If the invalidity of any provision, as described above, is due to its specification of a measurement of performance or time (time limit or date), the parties will agree to insert that provision containing the legally admissible measurement that most closely matches the original.

Note:
In accordance with the provisions of the Federal Data Protection Act, we clearly state that our undertaking is managed using an IT system, and that, in this connection, we will store the data received from the Customer by way of the business relationship.

February 2015