



## § 1 Scope of Terms and Conditions, Exclusion of Conflicting Terms and Conditions

- (1) Our General Terms and Conditions shall apply to all our offers, deliveries and services (hereinafter referred to as "**GTC**"). The following Terms and Conditions shall only apply to entrepreneurs according to Section 14 German Civil Code, legal entities under public law or an asset under public law (hereinafter referred to as the "**Customer**").
- (2) Our GTC shall apply exclusively. We shall not accept different general terms and conditions of the Customer unless they have been confirmed by us in writing.
- (3) Our GTC shall also apply if we effect delivery without reservation while being aware of conflicting or different general terms and conditions of the Customer.
- (4) Within a permanent business relationship, our GTC shall also apply to all our future offers, deliveries and performances relating to the Customer without requiring any further reference or agreement.

## § 2 Conclusion of Contract, Scope of the Delivery, Prohibition of Assignment

- (1) As a general rule, our offers are free of charge and non-binding, unless agreed upon otherwise in writing. Any deal or agreement requires our written acceptance of order or our delivery of the goods. The same shall apply to any amendments, changes or side agreements.
- (2) Our written acceptance of order or, in the event of lack of such acceptance of order, our offer shall be authoritative for the scope of delivery and the service to be rendered.
- (3) All information about our products, in particular pictures, sizes, performance criteria and any other technical data contained in our offers and brochures shall be regarded as approximate average values. Tolerances in quantity, weight, number of pieces and dimensions customary in this line of business are expressly reserved.
- (4) All documents and data on which our offer is based, such as technical drawings, illustrations, descriptions, weights and sizes, shall only be binding if expressly agreed upon in writing. We reserve the right to make minor changes and modifications to the extent such changes or modifications do not substantially impair the purpose of the contract and the delivery. All documents and data on which our offer is based remain our property. Such documents may neither be retained nor copied or otherwise reproduced or made available to third parties by the Customer and have at our option either to be handed out to us or have to be deleted immediately upon our request. Even if we leave these documents to the Customer, our intellectual property rights remain unaffected hereby.
- (5) The Customer shall not be entitled to assign any claims against us without our prior written consent. The same shall apply to any of the Customer's claims against us in connection with the contractual relationship which have arisen by operation of law.

## § 3 Delivery Times, Scope of Delivery, Deviations in Quantity

- (1) If a term of delivery is agreed, such term shall begin at the earliest with the date of conclusion of contract, however, not before complete clarification of all commercial and technical questions and not before delivery of all necessary documents and approvals to be provided by the Customer and/or receipt of any advance payments that may have been agreed upon.
- (2) All deliveries shall be made Ex Works, Incoterms 2010. The Customer shall collect the product from our works immediately after notification that the product is ready for dispatch.
- (3) In the event of delivery EX Works, Incoterms 2010, the term of delivery shall be deemed complied with if the item to be delivered has been set aside and this has been notified to the Customer. In the case of sales shipment ("Versendungskauf"), the term of delivery shall be deemed complied with if the item to be delivered has been handed over to a person in charge of the transport within the agreed period or has been notified to the Customer as ready for dispatch before such term of delivery has expired.
- (4) A term of delivery shall be extended appropriately in the event of Force Majeure or any unforeseen obstacles which affect us or our suppliers. Such an unforeseen and extraordinary obstacle shall be particularly given in the event of unrest, strike, lock-out, fire, confiscation, embargo, statutory or official orders and constraints or incorrect and/or delayed self-supply, if and to the extent such obstacles have not been caused by us and such obstacles have influence on our ability to timely fulfil our obligations under the contract. If due to such circumstances the term of delivery shall be extended for a commensurate period of time, either Party shall be entitled to withdraw from the contract after expiry of such extended term of delivery. If the Customer is interested in partial performance of the contract, he may withdraw from such part of the contract that is yet unfulfilled. If we have already performed in part, the Customer may only withdraw from the entire contract if the Customer can evidence that he has no interest in partial delivery and/or service by us. Further statutory or contractual rights to withdraw from the contract remain unaffected hereby.
- (5) If we should be in delay of delivery and after a reasonable grace period defined by the Customer has expired unsuccessfully, the Customer shall be entitled to withdraw from the entire contract or, if the Customer is interested in partial performance of the contract, withdraw from such part of the contract that is yet unfulfilled. Further claims of any kind, in particular claims for damages based on bad performance or damage caused by delay, are excluded.

§ 8 remains unaffected hereby. If and to the extent we are liable for damages caused by delay according to § 8, the amount of damages is limited to an amount of 0,5% up to 5% of the value of that part of the delivery that cannot be used by the Customer due to the delay of delivery. The parties are free to demonstrate that the actual damage actually incurred was higher or lower than this amount.

- (6) We are entitled to deliver before the expiry of the delivery date and to deliver in partial deliveries, unless agreed upon otherwise in writing.
- (7) If the Customer is in default in accepting delivery or can otherwise be held responsible for a delay in dispatch, we shall be entitled to store the products at the risk and expense of the Customer. Should the goods be stored in our works, the storage cost shall be at least 0,5% of the invoice amount for every month. After additional warning and fruitless expiry of a supplemental deadline, we may withdraw from the contract and demand compensation for damages in lieu of performance, without prejudice to further rights.

## § 4 Prices, Payments, Partial Payments

- (1) Our stipulated prices shall be on an "Ex Works", Incoterms 2010, basis and are net prices excluding VAT at the rate applicable at a time (even if not separately shown), costs for packaging, freight, assembly, postal charges, insurance costs, customs duties, any costs for bank or payment transactions as well as any other additional costs will have to be paid in addition.
- (2) Unless agreed otherwise upon, the following payment terms shall apply:
  - a) 30% of the agreed amount at the time of the conclusion of the contract
  - b) 60% of the agreed amount upon notification of readiness to deliver
  - c) 10% of the agreed amount upon the delivery or, in the event of a legally or contractually owned acceptance, at the latest 30 days after delivery, if the acceptance is delayed for reasons the Customer is responsible for.Unless agreed upon otherwise in writing, our invoices are due for payment within 14 days without any deduction.
- (3) At the latest 30 days after the receipt of the invoice, the Customer shall be deemed in delay unless circumstances exist (e.g. reminder or a shorter payment term or a payment term determinable by calendar) that cause the Customer to be deemed in delay earlier. When the Customer is in delay of payment, the Customer shall pay interest at a rate of annually 8 percentage points above the base interest rate.
- (4) In the event of delay of payment we are entitled to make any further deliveries dependant on the complete settlement of such outstanding payments.
- (5) Unless agreed upon otherwise in writing, we are entitled to unilaterally raise the prices and/or charges for freight in the event of substantial increases of salaries, prices of raw materials and supplies, energy costs, costs for freight and customs duties or other materials. The same shall apply to contracts for the performance of a continuing obligation.
- (6) If payment terms are not complied with or circumstances become known or visible which – according to our reasonable commercial discretion give reason to doubt the credit worthiness of the Customer including facts which already existed at the time of the conclusion of the contract, but which were not known by us or which we didn't have to be aware of, we are entitled to refuse our performance and to demand advance payments or the provision of adequate securities for outstanding deliveries and to withdraw from the contract after a reasonable grace period to provide such securities has expired; further statutory rights remain unaffected hereby. The Customer shall be liable for all damages incurred by us by the non-fulfilment of the contract.
- (7) Upon delay of payment of our Customer, suspension of payment or the opening of an insolvency proceeding with respect to the Customer's assets, all our claims become immediately due for payment. This applies also in the event of agreed terms of credit or if the claim is not yet due for payment for some other reason. Furthermore, this shall apply irrespective of the term of a draft which we have accepted.
- (8) The Customer may only offset receivables due to us with counter claims, if such counter claims are undisputed or have been established by a court of law in an unappealable manner.
- (9) Cheques and drafts will only be accepted as means of payment after previous agreement in writing. Any costs incurred by us resulting from such a payment shall be borne by the Customer.

## § 5 Passing of Risk, Dispatch, Packaging

- (1) Unless agreed upon otherwise in writing, our deliveries are carried out on an Ex Works basis.
- (2) Unless agreed upon otherwise, the risk of accidental loss passes to the Customer no later than when the delivery item has been set aside and the Customer has been notified about the readiness of dispatch. In case of sales shipment ("Versendungskauf"), the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer, if the purchase item has been forwarded to the carrier person within the agreed period or if the item could not be forwarded to the carrier after notification without our fault. This shall also apply if we are in charge of the transport even if we bear the costs for packaging and transport.
- (3) We may at our discretion determine the method of packaging, unless agreed upon otherwise in writing.
- (4) A transport insurance is only provided upon the Customer's written request and only if the costs are borne by the Customer.

## § 6 Retention of Title

- (1) We retain the title to all goods delivered by us until complete fulfillment of all claims resulting from the business connection with the Customer including claims resulting from cheques and drafts. If payment is agreed upon with the Customer on the basis of cheque-draft-procedure, the retention of title shall last until the danger of recourse has ceased to exist.
- (2) The Customer shall handle the goods subject to retention of title with care; in particular, the Customer shall adequately insure these goods at replacement value against damages caused by fire, water and theft. If and to the extent maintenance and inspection services are required, these services shall be effected by the Customer in a timely manner.
- (3) Any processing of the delivered goods by the Customer will be done for us as producer according to § 950 German Civil Code. If the delivered item is processed or inseparably connected with other items not belonging to us, we acquire joint ownership of the new goods. The share of the joint ownership corresponds to the relation of the invoice value of the delivered item to the invoice values of the other used items. The Customer is authorized to process the delivered item in the ordinary course of business, provided that the aforementioned security interests are preserved.
- (4) The Customer is entitled to sell the delivered items in the ordinary course of business provided that the extended retention of title (assignment of claims according to subsection (5)) is ensured. Any other acts of disposal, in particular transfer, transfer by way of security, pledge or the like shall not be permitted.
- (5) The Customer hereby assigns to us all claims resulting from the resale of the delivered goods to third parties. We hereby accept this assignment. If the good subject to retention of title is jointly owned by us, such assignment shall only relate to the amount of our claims against the Customer.
- (6) The Customer is authorized to collect the assigned claims for the account of us in his own name in the ordinary course of business and only revocable. Any revocation may only occur if the Customer has not correctly fulfilled his duties, in particular his payment duties, if he is insolvent or unable to pay, if he has applied for the opening of an insolvency proceeding or the opening of such proceeding has been refused due to lack of sufficient assets. If the permission to collect has been revoked, the Customer shall notify the debtor of the assignment. Furthermore we are entitled to disclose the extended retention of title to the Customer's client.
- (7) The Customer's authorization to dispose of, to process or to collect the assigned claims shall terminate without express revocation in the event an insolvency proceeding is opened or the opening is refused due to lack of sufficient assets, cessation of payments, a filing for insolvency concerning the Customer's assets by the Customer or a third party or in the event of establishment of inability to pay or over-indebtedness. In these events as well as in the events of § 6 subsection (6) we are entitled to withdraw from the contract and to request the return of the good subject to retention of title after reminder and fruitless expiry of an appropriate additional respite. The Customer is obliged to release such goods. The proceeds resulting from the collection of the goods subject to retention of title minus the collection costs shall be deducted from the obligations vis-à-vis us.
- (8) In the event the Customer's authorization to collect the assigned claims is revoked, the Customer shall immediately disclose to us in writing the name of the assigned claim's debtor and the amount of the claims.
- (9) If the realisable value of the securities allowed according to the above-stated regulations exceeds our claims more than 20%, we will at our discretion release our securities upon the Customer's request.
- (10) The Customer shall immediately inform us in writing about third parties' access to the goods subject to retention of title, the assigned claims or any other documents and data. Any costs incurred by a legal defense of the goods subject to retention of title including costs vis-à-vis third parties shall be borne by the Customer.

## § 7 Warranty

- (1) We are to be held responsible for material defects and defects of title existing at the time of the passing of risk according to the following provisions.
- (2) Any warranty rights are available to the original purchaser only and may not be assigned to a third party without our consent.
- (3) Certain characteristics are only considered as warranted if expressly confirmed in writing. A guarantee shall only be deemed issued if a characteristic is expressly denominated as "guaranteed" in writing.
- (4) The Customer shall immediately give notice in writing of any kind of obvious material defects, deviations in quantity and false deliveries, at the latest within 14 days after delivery, in any case before connection, mixture, processing or installation; otherwise, the goods are considered to be approved despite these defects, unless we, our legal agents or our vicarious agents have acted with fraudulent intent. The Customer shall immediately give notice in writing of any hidden material defects, at the latest within 14 days after their discovery. In addition, Sections 377, 378 German Commercial Code shall apply.
- (5) The processing or installation of delivered items is always deemed to be a waiver of the notice of defects to the extent the defect was obvious.
- (6) The Customer shall give us the opportunity to jointly assess the notified complaints and to be present at any withdrawal for material examination.
- (7) Subject to the following provisions in this subsection (7), the limitation period for all claims for defects shall be one (1) year from the start of the statutory limitation period. If the delivered item is a building or is used for a building according to its intended use and has caused the building's defectiveness, the

statutory limitation periods shall apply according to §§ 438 subsection 1 No. 2 and 634a subsection 1 No. 2 German Civil Code (BGB). If we have intentionally misrepresented the defect by silence, the statutory limitation periods shall apply with respect to any claims for damages. Furthermore, the statutory limitation periods shall apply with respect to claims for damages due to defects, if we are liable for intent or gross negligence, or in the event of injury to life, body or health.

- (8) Our warranty for defects of quality and defects of title shall be limited to supplementary performance. Within the scope of our supplementary performance obligation, we are entitled, at our discretion, either to remedy the defect (supplementary performance) or to the delivery of faultless material (replacement). If our supplementary performance is delayed beyond a commensurate period of time or if the supplementary performance is unsuccessful despite repeated efforts, the Customer is entitled to reduce the purchase price or to withdraw from the contract. A withdrawal from the contract is excluded if the defect is irrelevant. Furthermore, in the event of faultless partial deliveries, the Customer may only withdraw from the entire contract if he can evidence that he has no interest in the partial performance. Further claims, in particular claims for reimbursement of expenses and claims for damages, are excluded unless provided otherwise in the following § 8. We shall take title to the replaced parts or, as the case may be, they remain our property and they shall be returned to us upon our request.
- (9) The Customer shall return the defective good to us for subsequent improvement or replacement at his own risk, unless a reshipment is not possible because of the kind of delivery. We shall bear the costs for transportation due to supplementary performance, however only from the place where the good has been delivered to according to the terms of contract and limited by the amount of the purchase price.
- (10) The Customer has to give us the necessary time and opportunity for subsequent improvement or replacement. Only in the event of urgent cases of risk to the plant safety, the protection against unreasonably high damages or delay with the removal of defects, the Customer shall be entitled to cure the defect by himself or by a third party after prior notice and to demand from us restitution of the necessary costs.
- (11) Claims for recourse according to Sections 478, 479 German Civil Code are excluded, unless the claim by the consumer was legitimate and only within the limits of statutory regulations except for gestures of goodwill which were not coordinated with us. Such claims require the observation of own duties of the person entitled to recourse, in particular the observation of the requirement to make a complaint in respect of a defect immediately on receipt of goods.
- (12) In the event of legitimate notices of defects, payments by the Customer may only be withheld in an adequate proportion to the material defects occurred. In the event of an unjustified notice of defects, we are entitled to demand from the Customer reimbursement of the expenses resulting therefrom.
- (13) Claims based on defects are excluded in the event of minor deviations from the agreed or usual characteristics or utility, e.g. minor differences in colour, dimension and/or quality or performance features of the products.
- (14) The recognition of a material defect always requires the written form.
- (15) There shall be no warranty obligation if the intended use of the delivery item by the Customer deviates from the common use, unless agreed upon in writing.
- (16) The warranty rights only extend to new products. Unless agreed upon otherwise, used products are sold as is under exclusion of any warranty rights.
- (17) Improper or incorrect use, defective installation or operation by the Customer or a third party, fair wear and tear, defective or careless treatment, improper maintenance, inappropriate operating materials, defective constructions works, improper building ground, mechanical, chemical, electronic, electric and comparable influences which do not correspond to the average standard influences are not subject to any warranty rights.

## § 8 Liability

- (1) Our liability for damages, out of which legal reasons whatsoever, is limited to
  - a) our acts of intent or gross negligence including acts of our legal agents and vicarious agents
  - b) culpable injury to life, body, health
  - c) in the event of culpable breaches of material contractual obligations
  - d) if we have intentionally misrepresented the defect by silence or if we have guaranteed the absence of defects
  - e) to the extent we are liable for personal and material damages with respect to privately used items under the German Product Liability Act.Further claims for damages are excluded.
- (2) A contractual obligation shall be material if its fulfillment is a precondition for the proper performance of the contract and on the observance of which the contractual partner generally relies and may rely.
- (3) In the event of a culpable breach of a material contractual obligation, our liability is limited to losses reasonably foreseeable and typical for this kind of contract.
- (4) The foreseeable loss typical for this kind of contract shall generally be the amount of the contract value of the particular performance.

## § 9 Special Conditions regarding Customized Machines

If the construction of customized machines and/or facilities is subject of the Agreement, the following provisions shall apply in addition:

- (1) The particular customized machines and facilities shall be designed and set up according to the reference parts made available by the Customer. The parts must be I.O.-parts and must correspond to the physical and geometrical characteristics of the later serial parts. We only warrant the contractual function of the machines and facilities for parts with the character of the reference parts. Additional expenses and postponements, which occur due to parts which deviate from the reference parts, shall be borne by the Customer.
- (2) The levelling in our works or at the place of business of the Customer shall only be possible for part types defined in the tender. Additional expenses and postponements incurred by the availability of part types only after the acceptance of tender shall be borne by the Customer.
- (3) The instruction of the operating and maintenance personnel of the Customer shall be carried out during the levelling and until 2 weeks after operational installation by our technical personnel.
- (4) Additional services such as training of the Customer's operating and maintenance personnel as well as product monitoring will be offered separately upon request by the Customer.
- (5) At the latest 2 weeks after the conclusion of a contract, the Customer shall provide a complete set of drawings including all process-related information as well as all technical process parameters (e.g. crawler width and distance for sealant application, technically relevant tolerance of adjustment parameters).
- (6) All reference parts and testing materials shall be delivered by the Customer in a sufficient number in due time (at the latest 6 weeks before the confirmed delivery date) at its own cost at our works respectively to the place of destination indicated by us.
- (7) When returning the reference parts and testing materials, the shipping and packaging costs shall be borne by the Customer.
- (8) The reference parts and testing materials must be suitable for the proposed processing.
- (9) If – in order to be able to deliver – prototypes of the workpieces have to be produced by us, we reserve the right to charge the Customer at cost.
- (10) If we manufacture to customer specification, based, e.g. on construction drawings, patterns, models, drawings or other documents, then we are not liable for the correctness of the specifications, but we only take care that the execution takes place according to the Customer's specifications.
- (6) The Customer further guarantees that our personnel is correctly and completely informed about the applicable safety requirements at the installation site.
- (7) The indicated delivery time shall only apply approximately, unless agreed upon otherwise.
- (8) The Customer shall be responsible for the operation of the system during remote maintenance. The Customer shall examine whether the performances required by us are not in conflict with the situation of the system. This shall also apply during the warranty period of the system. This shall not apply in the event the system is operated by our personnel onsite.
- (9) The Customer shall inform us about the applicable statutory, official and other regulations which apply to the installation works and the operation of the system as well as to health protection and accident prevention.
- (10) The Customer shall assist our personnel in carrying out the services at its own cost.
- (11) The Customer shall take necessary special measures for protection of persons and property at the installation site and to advise our installation manager of any existing special safety regulations such as may be of significance to our personnel.
- (12) In addition, the Customer shall provide any technical support necessary at their own expense, especially:
  - a) The provision of the required appropriate auxiliary personnel in the required numbers and in the required time; the auxiliary workers shall follow the instructions of our service personnel. We do not assume any liability for the auxiliary workers of the Customer.
  - b) Execution of all excavation, construction, bedding and scaffolding work including the acquisition of all necessary building materials.
  - c) Providing the necessary devices and heavy tools (e.g. lifting gear, compressors).
  - d) Providing dry and lockable rooms which are necessary for the storage of the tools of our personnel.
  - e) To transport the servicing parts to the place of installation, to protect the installation area and materials from detrimental effects of any kind, and to clean the installation area.
  - f) Provision of materials and undertaking of any and all other actions required for regulating the item to be repaired/maintained and for performance of any contractually required trials.
- (13) The Customer's technical assistance shall ensure that installation can commence immediately upon the arrival of our personnel and can be continued without delay until the Customer's acceptance.
- (14) If the Customer does not adhere to its obligations, we are entitled, but not obliged, to take actions on behalf of the Customer and at the Customer's cost. This shall not affect any of our statutory rights and claims.
- (15) The Customer is not entitled to engage our personnel in any non-contractual services without our prior written consent.
- (16) The Customer shall be responsible for a regular data backup. In the event of a loss of data caused by the Customer, our liability shall therefore – subject to § 8 – be limited to the costs which would have occurred in case of a proper data backup of the Customer, especially costs for copies of data of safety copies and the recovery of data, which would have been lost also in the case of a correctly executed backup.
- (17) The Customer guarantees the proper disposal of the material, which has to be disposed after the completion of the work.

## § 10 Installation and Commissioning

- (1) If an installation and commissioning is subject of the Agreement, our prices are based on the condition that a smooth installation process is ensured. If additional costs incur to us due to the following circumstances, we will invoice them to the Customer at the installation rates as applicable at a time:
  - a) costs for overtime work;
  - b) interruption of the installation so that new arrivals and departures become necessary;
  - c) the chaining with devices which are not within the scope of delivery;
  - d) the construction of foundations and works on the foundation;
  - e) air and electrical supply of the equipment;
  - f) waiting periods;
  - g) necessary works which have to be effected onsite or on Customer's side which have not been executed in time or incorrectly;
  - h) a workplace which is not prepared or not tidied up;
  - i) if parts or components of the equipment cannot be unloaded at the installation site in time or as agreed upon;
  - j) if we are not provided with sufficient number of parts after effected installation and assembling of the machine at the works of the Customer in order to commissioning and acceptance of the machine (sufficient number is understood to conduct a continuous working under production conditions);
  - k) if we are supplied with components for testing which are defective, non-conforming or which deviate from drawings.
- (2) Where the delivery of dispensing systems is subject of the agreement, the technical documentation that is included in the scope of delivery must be observed before the first commissioning. Special attention shall be paid to the necessary security facilities of the dispensing systems. The security data sheets attached to the delivered containers by the material manufacturer concerning the handling of dosing of reactive liquid plastic material shall be observed. It is the Customer's sole responsibility to comply with the specific safety requirements.

## § 11 Installation Conditions

If installation services are subject of the agreement, the following conditions shall apply in addition:

- (1) The Customer shall ensure that a cleaned installation site is provided to our staff.
- (2) Maintenance staff and system operators of the Customer shall be present in order to support our personnel.
- (3) The Customers shall place free of charge additional workers, tools, equipment, lubricants, energy supply, water and the like at our disposal, as far as it is necessary for the installation work.
- (4) The Customer shall provide our personnel with a lockable room for the safe storage of our tools. The Customer shall insure our tools against theft, fire and water damages.
- (5) The Customer guarantees that the installation works will not be carried out under dangerous or unhealthy conditions, and shall take all necessary measures to protect our personnel against all security or health risks.

## § 12 Terms for Preliminary Acceptance and Final Acceptance

If a preliminary acceptance test and/or final acceptance test is provided for by law or agreed upon, the following provisions shall apply in addition:

- (1) If a preliminary acceptance is agreed upon at our works, it shall take place in consultation with the Customer. The result of preliminary acceptance shall be recorded in a written preliminary acceptance protocol.
- (2) If a preliminary acceptance cannot take place due to reasons the Customer is reasonable for, our internal acceptance protocol shall be deemed to be the preliminary acceptance protocol.
- (3) If a final acceptance is agreed upon, it shall take place in consultation with the Customer at the Customer's works.
- (4) The Customer shall be required to accept our works upon our notification of their completion and, if applicable, after any contractually agreed testing has been conducted.
- (5) The Customer shall inform us about any deviations from the specifications or the agreed characteristics immediately upon their discovery in text form. The notification shall contain a sufficiently precise description of the observed deviation in order to allow us to identify and eliminate the deviation.
- (6) The Customer may not refuse the final acceptance due to minor defects. Such defects shall be remedied within the scope of our warranty obligations.
- (7) Substantial defects shall be rectified as soon as possible and shall be submitted to the Customer for acceptance; the new acceptance test shall be limited to the assessment of the removal of the defects. Minor defects shall be documented in the acceptance protocol in writing and shall be remedied within the scope of our warranty obligations.
- (8) Should the Customer refuse acceptance without justification or without giving any reasons, we reserve the right to set a 14 days period of time for acceptance. The acceptance shall be deemed to have been granted if the Customer has not accepted the work within this period of time or if the Customer hasn't specified any substantial defects in writing.



- (9) In any case, the work result shall be deemed accepted if the Customer is using it or could use it productively. From such time, the warranty period shall start and we have a claim for payment of the outstanding balance.
- (10) The Customer shall not be entitled to refuse final acceptance due to disruptions during final acceptance for which we are not responsible.
- (11) The Customer shall provide skilled operating personnel necessary for the final acceptance in due time and free of charge.
- (12) Our liability for obvious defects ceases to exist upon final acceptance unless the Customer has explicitly reserved the right to assert a claim for a defect known to the Customer.

### § 13 Special Conditions for Dispensing Technology Services

If the processing of items made available by the Customer is subject of the Agreement, the following provisions shall apply in addition:

- (1) The Customer shall deliver the items to be processed at its own cost and risk to our works. Unless otherwise agreed upon, the items shall be made available by us for reshipment by the Customer at our place of business in the packaging in which they arrived.
- (2) The Customer shall provide the item in such a manner, that processing can start directly without rework. Additional costs incurred because processing could not begin directly, shall be borne by the Customer. Any possible costs for measures of surface treatment will be charged separately.
- (3) Unless agreed upon otherwise, the Customer shall pay a remuneration on a time and materials basis at our hourly rates and price lists as applicable at a time.
- (4) The proceeding of the material to be dispensed will be carried out according to the parameters of the technical data sheet. Deviating requirements require the approval of the respective material manufacturer.
- (5) Dispensing technology services are conducted exclusively on the basis of quality requirements defined by the prototype and/or the initial sample test report.
- (6) Part testing for the contractual envisaged purpose shall be carried out by the Customer directly after receiving the prototype. Also, the Customer shall carry out a testing of the necessary adhesion of the processed material, as well as the impact of possible blowholes and air pockets with regard to the contractual envisaged purpose.
- (7) Customized quality agreements, logistics concepts and documentation requirements are not included in the subject matter of the agreement.
- (8) Our contractual obligation is determined in accordance with the agreed Customer's specifications. If a processing takes place based on the Customer's specification, we are not liable for the correctness of the Customer's information and we will only ensure that the processing is conducted according to the Customer's specifications.
- (9) Any subsequent changes to the scope of the processing have to be agreed upon in writing.

### § 14 Confidentiality

- (1) The Customer shall keep secret all our business and trade secrets and all our product know how and technical knowledge of which he comes to know during the business relationship with us.
- (2) Specifically excluded from the foregoing obligation is any and all information that:
  - a) is already known to the Customer at the time of disclosure as evidenced by the records of the receiving party, or thereafter is independently developed by the Customer without breach of this Agreement;
  - b) is already in the public domain at the time of disclosure, or thereafter becomes publicly known through no wrongful act of the Customer;
  - c) is rightfully received from a third party without breach of this Agreement.

### § 15 Place of Performance, Place of Jurisdiction, Applicable Law

- (1) For all claims arising out of the business relationship between the Customer and us, the place of performance shall be Zimmern ob Rottweil, Germany.
- (2) The exclusive place of jurisdiction for all claims resulting from the business relationship including claims from cheques and drafts shall be the place of performance if the Customer is a businessman, a legal entity under public law or an asset under public law. We are also authorized, however, to sue our Customer at his general place of jurisdiction.
- (3) All disputes arising from contracts to which these GTC apply and all disputes arising from business relationship between us and our Customer shall exclusively be governed by German law excluding the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law.

### § 16 Final Clauses

Should one or another provision of these General Terms and Conditions be or become fully or partly invalid, the validity of the remaining provisions shall remain unaffected hereby.

Status: July 1<sup>st</sup>, 2014