

## General Terms and Conditions of Sale and Delivery for Foreign Customers

### I. General Information

1. All deliveries, services and offers made or rendered by us in business dealings with entrepreneurs (hereinafter also referred to as “Buyer”) who have their registered office or branch outside of the Federal Republic of Germany will exclusively be governed by our General Terms and Conditions of Sale and Delivery for Foreign Customers (hereinafter referred to as “Terms and Conditions of Sale”). Any deviating regulations, in particular conflicting purchasing conditions of the Buyer, shall not apply, unless we have explicitly approved their applicability in writing. Our Terms and Conditions of Sale shall apply even if we perform the delivery to the Buyer without reservation, being aware of the existence of conflicting or deviating sales conditions of the Buyer.
2. Our Terms and Conditions of Sale shall apply to all future transactions with the Buyer, even if they have not explicitly been agreed upon again.
3. Any side agreements shall be made in writing to be effective.

### II. Conclusion of the Agreement

1. Offers and prices shall be non-binding, except that we have confirmed the order of the Buyer in writing or have explicitly designated offers or prices as binding.
2. Orders shall be deemed to be accepted on our part when we have confirmed them in writing or have performed the delivery or service.

### III. Scope of the Delivery Obligation

1. If the quantity to be delivered is specified in the contract as an “approximate” quantity or if it is identified by any similar clause or if a quantity deviation is customary under German law and reasonable for the Buyer, we shall be entitled to determine the amount of the deviation within a tolerance limit of more or less than 10%.
2. We reserve the right to make technical changes to the goods to be supplied and/or services to be rendered by us, insofar as such changes are customary under German law or are made due to regulations applicable in Germany or reflect the technological progress and are reasonable for the Buyer.

### IV. Delivery Period, Partial Delivery

1. Unless we have expressly promised a fixed period or a fixed deadline for the delivery, we may make our deliveries shortly before or after the delivery periods or delivery deadlines indicated by us, insofar as that is adequate and reasonable for the Buyer. We shall be entitled to make partial deliveries in the period until the agreed date of delivery, if we give timely notice thereof to the Buyer and to the extent partial deliveries are reasonable for the Buyer.
2. Furthermore, our delivery obligations shall be subject to the reservation that we receive punctual and correct supplies from our pre-suppliers. If supplies to be made to us are not made or not made correctly, we shall be entitled to secede from the delivery obligations assumed under the contract with the Buyer. We will, however, immediately notify the Buyer about the non-availability and immediately reimburse any considerations which we might have received from the Buyer.
3. The Buyer will be informed in due time by email or fax in case of any interruption in delivery.

4. If we are in default of delivery or service or if we become unable to perform a delivery or service, regardless of the reason, our liability shall be limited to damages in accordance with Art. VIII.3 sentence 2 hereof. Art. VIII.4 shall remain unaffected.

## **V. Prices**

1. Our prices apply ex warehouse, including customary packaging, plus the applicable value added tax at the legal rate. Any extra or special goods or services which have been ordered will be charged separately. In addition, Art. VI.2 shall apply.
2. Insofar as we import goods from foreign countries for the purpose of making the delivery to the Buyer and insofar as import customs (import duties, import tariffs) on these goods are increased or decreased in the period between the conclusion of the contract and the delivery, we shall be entitled and, in case of any decrease of the import duties, obliged to increase or decrease the contract price agreed with the Buyer by the amount of the higher or lower import duty by making a statement to the Buyer.

## **VI. Place of Fulfilment, Delivery**

1. Place of fulfilment for all obligations arising from the contractual relationship with the Buyer shall be 95671 Bärnau/Opf., Germany.
2. Unless expressly agreed otherwise, our deliveries will be made EXW according to the Incoterms® 2010. The costs for the disposal or, if agreed, for any return of the packaging shall be borne by the Buyer.
3. If our delivery is not made in due time, the Buyer shall be entitled to remedies of any kind only after we have been granted an adequate grace period. After any such grace period has expired unsuccessfully, the Buyer may declare the contract avoided or, alternatively, claim damages under the conditions set forth in Art. VI.4 and in accordance with these Terms and Conditions of Sale.
4. Apart from cases in which no or incorrect deliveries have been made to us (Art. IV.2), we shall not be liable for the consequences of any late delivery, insofar as the delay was caused by other circumstances beyond our control and which we could not overcome even by applying all reasonable efforts, in particular in case of natural disasters or similar cases of force majeure, interventions of public authorities or labour disputes. The Buyer's right to terminate the contract will not be impaired by this regulation.

## **VII. Liability for Defects in Title and Material Defects, Duty to Inspect and Complain**

1. Insofar as a defect exists in the object of the contract for which we are responsible, we may, at our choice, either eliminate the defect or deliver an object which is free of defects (replacement performance). We shall be given a minimum of two attempts to eliminate a defect in the delivery. We shall also be entitled to replacement performance if the Buyer does not request or has rejected replacement performance, unless the Buyer has lawfully terminated the contract.
2. If replacement performance fails after the second attempt or if replacement performance is unreasonable for the Buyer or if we seriously and finally reject or unreasonably delay replacement performance, the Buyer's rights shall be limited to either of the following alternatives: to reduce the contract price or, at the Buyer's choice, to declare the contract avoided. In case of only a minor lack of conformity with the contract, in particular in case of only minor defects, the Buyer shall have no right to terminate the contract.

3. The provisions in Art. VII.2 finally provide for the Buyer's rights for defects in the object of the contract. The Buyer shall, in particular, have no claim for damages due to defects of the object of the contract or due to consequential damages to property or assets of the Buyer.
4. The Buyer shall inspect the goods (object of the contract) delivered by us within four (4) work days after their receipt and shall notify, in writing and within three (3) additional work days, any defects the Buyer has discovered or any other lack of conformity with the contract by stating the particular defect or the other lack of conformity, if any. In case of hidden defects, the period of three (3) work days for notifying defects shall start at the time when the defect was discovered or should have been discovered. Work days as used in this paragraph means days from Monday to Friday of any week, except public holidays in the country of the Buyer.
5. The Buyer will lose the right to invoke the lack of conformity of the delivered goods (of the object of the contract) with the contract in each case, unless the Buyer informs us thereof no later than within twelve (12) months after the goods were actually handed out to him, unless this period is incompatible with any contractual guarantee period.
6. Art. VII.1 to VII.5 shall not impair the Buyer's rights if we fraudulently conceal a defect or have accepted a guarantee for the quality of the object of the contract.

#### **VIII. Liability for Damage**

1. Insofar as we will not be liable for defects according to Art. VII, our liability for damages, regardless of the legal reason, in particular arising from impossibility of performance, delay, faulty delivery, for other violations of the contract, breach of duties during pre-contractual negotiations or tort shall be limited in accordance with the provisions of this Art. VIII.
2. We shall be liable for the reimbursement of any damage caused by us if we were responsible for causing that damage. Art. VIII.4 shall, however, remain unaffected.
3. Our liability in case of a slightly negligent violation of non-essential contractual duties shall be excluded. In case of a slightly negligent violation of other duties, e. g. timely delivery of the ordered object, our liability shall be limited to the damage which is typical for the contract and foreseeable by applying customary care.
4. The contract terms set forth above shall not apply to claims under Product Liability Law or comparable regulations applicable in foreign legal systems, if and to the extent such regulations provide for a liability without fault. In these cases, our liability shall, however, be limited to the indemnification provided by our liability insurer. Insofar as the latter will not or not completely provide the indemnification, we shall only be obliged to pay damages up to the amount of the sum insured.
5. Insofar as we provide technical information or become active as consultants without having been contractually obliged to do so, these services will be rendered free of charge and to the exclusion of any liability whatsoever.
6. Insofar as our liability is excluded or limited, that shall also apply to the personal liability of our executive bodies, employees, staff members, personnel, representatives and vicarious agents.
7. Our liability shall be unlimited if we have caused any damage by intent, or if we are liable under a guarantee or if the Buyer loses his life or suffers bodily injury or damage to his health due to an act or omission attributable to us.

**IX. Payment Terms**

1. Unless otherwise agreed, payment shall be made without deduction to the bank account specified in the invoice within thirty (30) days after the invoice date.
2. In case the Buyer is in default of payment, we shall be entitled to request interest in the amount of nine (9) percent above the base interest rate of the European Central Bank (ECB) and to withhold all further deliveries to the Buyer, for as long as the default in payment prevails. Our claim for the reimbursement of a higher damage caused by the default of payment shall remain unaffected.
3. If, after the conclusion of the contract, concerns arise regarding the solvency or creditworthiness of the Buyer, so that our claims for payment seem to be endangered, we shall have the right to suspend our service and/or deliveries or to request advance payment prior to our services or deliveries or the provision of a security in form of a directly enforceable, irrevocable and unconditional guarantee issued by a German bank. If the Buyer fails to comply with this request despite having been granted a grace period with warning of repudiation of the contract, we may withdraw from the contract. Any claims of the Buyer shall be excluded in this case.
4. The Buyer may, in particular in case of complaints for defects, only set off the Buyer's receivables or claims against our receivables or claims or exercise a right of retention if the Buyer's receivables or claims or the right of retention, respectively, are undisputed or have been found by a Court to be legally effective.

**X. Retention of Title**

1. The goods (hereinafter referred to as: goods subject to retention of title) shall remain our property until receipt of the full purchase price, including all ancillary claims.
2. The Buyer shall immediately inform us about any claim put forward by third parties with respect to the goods delivered subject to retention of title or to the claims assigned hereunder.

**XI. Place of Jurisdiction, Applicable Law**

1. The exclusive place of jurisdiction for any and all present and future claims arising from the business relation with merchants shall be at the registered office of our company. We may, however, take legal action against the Buyer at his registered office.
2. The contract, including the future legal relations with the Buyer, shall exclusively be governed by the laws of the Federal Republic of Germany, including the UN Convention on Contracts for the International Sale of Goods (CISG).

**XII. Value Added Tax Identification Number**

DE 813 053 469.