

I. General items

- Our terms of sale shall apply exclusively. Placing the order the contracting party accepts our terms.
- Herewith we do not accept terms contrary to ours. Any other terms are only valid agreed upon in writing. Terms of the contracting party will not be integral part of the contract even if we should not contradict another time and if we should have rendered services bound by contract without reservation.
- Our terms and conditions shall also apply to all future deals with the contracting party.
- Our terms and conditions are posted for information in our business rooms. By request we shall mail it to you any time free of charges.
- Should any terms get void, ineffective or contestable the other terms shall remain unaffected and will have to be interpreted or amended in order to achieve the intended economic purpose as close as possible and legally allowed. The same is valid for eventual omissions needing amendment.

II. Contract conclusion, subject terms of contract

- Contract will be concluded either by our written confirmation of an order or by delivery of the contracted performance. But we are bound to indicate rejection of an order in time and in writing.
- Our offers are subject to change.
- All agreements have to be put in writing upon conclusion of contract. Only such conditions, agreed upon in writing, shall apply. Written form is agreed upon, in particular for additional agreements, warrants, later changes and eventual suspension of contract.

III. Prices and payment

- Prices are quoted as value of goods or value of services, free of discount and other rebates. Prices do not include packing, loading, shipment, prices are quoted plus packing, loading, shipment and, by agreement additionally possible, plus insurance plus legal taxes.
- Payment has to be made in € strictly net on delivery or on mailing of invoice or other billing documents.
- Default interest is to be charged with 5 %, in case of legal transactions without involvement of consumers with 8 % p.a. atop of the basic interest rate published in the actual German Federal Gazette. Complementary to legal arrangements we are entitled, verifying higher debts, to claim higher default interest rates, unless the contracting party shall prove, that no damage occurred by default interest at all or damage occurred at considerably lower rate.
- Payment instructions, checks and drafts will be received only in performance of contract with deduction of all transaction fees.
- The contracting party may charge only counterclaims against our claims.
- Right of retention may be executed only with counterclaims unchallenged, approved or legally asserted and only in fulfilling the same performance of contract.

IV. Delivery and default in delivery

- Clearing of all technical questions is condition for starting the period of delivery indicated by us. The contracting party is liable to fulfil its contractual duties in time and according to the rules as further condition for our delivery commitment.
- We are subject to timely and just delivery ourselves.
- Period of delivery, binding or non-committal, has to be put in writing. Period of delivery begins upon conclusion of contract. For later modifications of the contract a changed period of delivery may be necessary concurrently.
- Period of delivery is met if the article of sale left our business location end of time, or attendance of delivery has been sent.
- Non-committal delivery period exceeded two weeks, the contracting party is entitled to request delivery within reasonable time in written form. Only such reminder will give formal notice of default. Additional respite being inadequate shall not apply. In this case adequate respite shall apply.
- Delivery default based on slight negligence will exclude liability of damages unless damages of life, body and health.
- Alternatively we limit liability of damages in case of delivery default based on slight negligence to damages in character predictable.
- Damage due to an Act of God, riots, strike or lockout and serious trouble of operation through no fault of our own will change the deadlines and periods under 1., 2. and 3. in the length of default conditioned by these circumstances and within an adequate time of start-up.

V. Transfer of perils, Delivery, Check-up, Obligation of reapproval

- Perils are transferred to the contracting party by delivery to the shipping agent without prejudice of eventual obligations to assembly, yet not later than by

leaving our business location. The contracted goods being ready for shipment, perils are transferred to the contracting party within one week after receipt of notice of readiness for shipment unless we have taken on responsibility for shipment. Delay of shipment or delay of receipt resulting from troubles caused by contracting party, perils are transferred by notice of readiness for shipment. We are bound to contract insurance at all events only by special written order of contracting party, within the quoted cover and at contracting parties costs.

- Contracting party is bound to check the articles of sale and notify us in writing of eventual defects at once, latest within ten working days, also in case of resale.
- By request contracting party is bound to assist drawing up a certificate of test and function.

VI. Warranty

- Given default of item or law not insubstantial, complementary to legal conditions we are entitled to performance of contract as follows: We are entitled to repair twice. Kind of item or default or other circumstances not showing failure of another performance of contract, we are entitled to a further performance of contract if it should not be an unreasonable demand to the contracting party.
- In case of failure of another performance of contract, contracting party is entitled to reduce or to withdraw from the contract at its own option, and to claim damages according to legal conditions.
- Limitation of claim shall be twelve months.
- Limitation of claim shall be also twelve months in case of the sale of used goods.

VII. Exclusion of damages, limit of liability

- Damages due to our liability depending on only slight negligence of essential duties of performance, we limit our liability, as well as the liability of our legal representatives or vicarious liability to damage typical of contract and predictable unless it is damage of life, body and health.
- Damages due to our liability depending on only slight negligence of non essential duties of performance, we exclude our liability, as well as the liability of our legal representatives or vicarious liability to damages, unless it is damage of life, body and health.
- Liability to damages is limited to damages predictable for us in all cases of negligent break of duty, whatever the legal foundation, unless manufacturers' liability.
- In the alternative we exclude our liability as well as the liability of our legal representatives or vicarious liability in case we are put on slight negligence concerning performance of contract which in kind and in consequence does not endanger purpose of contract, unless it is damage of life, body and health
- Claims under product liability do not apply to preceding conditions.
- We limit liability for claims under product liability acc. § 823 BGB German law (tortious liability) beyond preceding conditions to indemnification of our third party insurer. Limit of indemnity concludes coverage of damage, performance and goods in character. Insurance not or not completely covering, our liability will remain unaffected, but our liability shall be limited to the amount insured. Amount insured not covering damages, performance and goods in character, we limit liability in these cases to the amount typical for damage, performance or goods.

VIII. Retention of title

- In all cases we reserve retention of title of article of sale until receipt of all payments provided in the underlying contract.
- In addition we reserve retention of title of article of sale delivered until all claims and all future claims resulting from contract will be fulfilled. Contracting party is bound to keep safe the article of sale without costs for us with the reasonable care of a prudent businessman in all cases.
- Pledge or transfer by way of security of goods under retention of title are forbidden in all cases. We have to be notified immediately of pledges, detention or miscellaneous acts of disposal by third parties by committing us documents necessary for appeal.
- Beyond, contracting party is entitled to manufacture and resale articles of sale on the basis of reasonable business operations, as long as contracting party does not default. Contracting party assigns to us concluding the contract rights of resale and other claims against sub purchasers at the amount of invoice value of delivered goods under retention of title.
- The right to resale and to collection of assigned claims shall expire with suspension of payment, filing for bankruptcy or inability to pay as well as in cases of bouncing checks or protest of a bill. In such cases contracting party is bound to disclose to us without request and immediately details of goods under retention of title and assigned claims.

- Retention of title shall apply even if singular claims will be included into running accounts after balancing and accepting the balance, unless balance is already settled.
- The value of allowed securities exceeding our claims over 20 %, we are by choice and with equitable discretion bound by request of contracting party to re-signation insofar as the limit of securities is exceeded.
- We are entitled to retraction of our articles of sale under retention of title after demand note of cases under No.5, as well as in case of contracting partner being in arrears with substantial parts of payment. Neither such measures nor garnishment shall apply as cancellation of contract. Right of retention excluded, contracting party is bound to restitution.
- Amounts resulting from assigned claims and collected by contracting party are to be handled separately until being transferred to us in order to exclude allocation and/or summation with banking accounts on the debits side.
- Contracting party conducts manufacturing or modification of article of sale whensoever for us. Processing with other goods not owned by us will result in joint ownership of modified goods, value of the article of sale related to value of other processed items during the period of manufacturing. For items generated by manufacturing the same right shall apply as for article of sale under retention of title.
- Article of sale mixed inseparably with other items not owned by us will result in joint ownership of the new item, value of article of sale related to value of other mixed items during period of mixture. Mixture in the manner that the item of contracting party is to be seen as main issue, it is agreed upon that contraction party grants us joint ownership by share. Contracting party will keep safe for us ownership or joint ownership thus originated.

IX. Place/Court of jurisdiction, place of performance

- Underlying all contracts is the Law of Federal Republic of Germany excluding UN-convention on contracts for the international Sale of goods (CISG).
- Place of performance for all mutual claims resulting from the underlying contract shall be Ulm.
- The contractor being merchant, our business location is court of jurisdiction for all claims arising of business relationship, including actions on a bill of exchange or because of bouncing checks. We are entitled to sue the contractor at his own general court of jurisdiction as well.