

## General Terms & Conditions of Sale, Delivery and Payment

As of 01.01.2011

### 1 General

1. All deliveries and/or services, including advice and other ancillary services, are made exclusively on the basis of our following General Terms and Conditions (GTC).
2. The buyer's counterconfirmation with reference to its terms and conditions will not be accepted unless deviating conditions have been acknowledged in writing by us in detail.
3. The buyer's conditions of purchase are not recognised even if we do not object to you again after receipt by us.
4. At the latest upon receipt of our goods, these terms and conditions of delivery or payment shall be deemed accepted.
5. Our offers are subject to change. Agreements and other agreements — especially insofar as they deviate from our terms and conditions — will only become binding upon our written confirmation.

### 2 Pricing

1. The prices are, unless expressly agreed otherwise, EXW Haigerloch (Germany) in accordance with Incoterms latest version, exclusively the costs for any packaging, loading, insurance, customs, etc.
2. We calculate the prices applicable at the time of submission of the offer. The quantity determined by us or the weight determined by us is decisive for the calculation.
3. All charges newly introduced after the conclusion of the business by statutory, official or other provisions, as well as any increases in raw material and auxiliary material prices, wages, salaries, freight, customs duties, etc., by which the deliveries are somehow directly or indirectly more expensive, shall be borne by the purchaser.
4. Additional services compared to the offer resulting from subsequent wishes of the client or necessary modifications shall be paid to us in addition.
5. All prices are excluding VAT, which is added to the invoice amount in the statutory amount.

### 3 Terms of payment

1. Payments shall be made in cash and without any deduction within 30 days to our bank account or in accordance with special agreements.
2. We accept bills of exchange and check only on the basis of an express agreement with the value of the day on which we can have the equivalent value, provided that discount is possible for us. If this is not the case, we reserve the right to return the bill of exchange to the seller and to demand cash payment.
3. Stamp duty, discount, collection items and interest are always due immediately.
4. Late payment occurs in accordance with EU Directive 2000/35/EC. Default interest is calculated according to §288(2) of the German Civil Code (BGB).
5. We are entitled to collateral customary according to the nature and scope of our claims, even if they are conditional or temporary.
6. All bank charges arising from the transfer to our bank account up to credit shall be borne by the Buyer.
7. If, for whatever legal reason, difficulties arise in transferring the invoice amount to the Federal Republic of Germany, the resulting disadvantages shall be borne by the buyer. In the case of sales in foreign currency, the price risk is borne by the buyer from the contract decision. If the agreed method of payment or the payment method cannot be complied with, the buyer is obliged to make the payment at our discretion.

### 4 Retention of title

1. All delivered goods remain our property until our entire receivables arising from the business relationship have been fulfilled (conserving reduction). This also applies if payments are made on specially designated claims.
2. The cost estimates, plans, drawings and other documents handed over to the client before or after conclusion of the contract remain our exclusive property and copyright. The duplication and disclosure to third parties without our express consent triggers claims for damages on our part.

3. The customer is entitled to sell goods delivered by us within the scope of its ordinary business operation. In this case, the claim against the third-party customer, who is already deemed assigned to us as assigned to us (extended retention of title), takes the place of our goods.
4. The customer may not pledge the goods delivered under retention of title or transfer them for security. In the event of attachment as well as seizures or other dispositions by third parties, we shall be informed of this immediately.

### 5 Place of performance and place of jurisdiction

1. Place of performance for all deliveries and payments is Haigerloch (Germany). The place of jurisdiction for both parts of the contract — including in the bill of exchange and cheque process — is Tübingen (Germany). We are entitled to sue the buyer at our choice at its general place of jurisdiction. The above also applies to all those who are liable for the obligations of the buyer.
2. For all legal relationships between us and the buyer, excluding foreign law, only the law applicable to the legal relations of domestic parties shall apply to our registered office.

### 6 Scope of deliveries

1. Our written order confirmation is decisive for the scope of the deliveries. Additions, amendments, oral or telephone side agreements require our express confirmation. Legal transactions mediated by commercial agents or concluded by telephone are only binding upon written confirmation by us.
2. Obtaining any authorisations is the responsibility of the client. They must be obtained before the start of assembly. The contracting authority shall bear the costs for any approvals and for checking the structural analysis.
3. The regulations of the Association of German Electrical Engineers apply to electronic material.

### 7 Delivery time and delivery date

1. Compliance with delivery deadlines presupposes that the customer provides all the details necessary for the fulfillment of the order in good time, such as scope of delivery and layout approval. Delivery periods shall be extended — without prejudice to our rights arising from the buyer's default — by the time during which the Buyer is in default of his obligations to these or other financial statements towards us. This shall apply mutatis mutandis if a delivery date has been agreed.
2. The delivery periods begin with the date of our order confirmation, but not before complete clarification of all details of the order and the provision of any required domestic and foreign official certificates. Delivery deadlines and dates refer to the time of dispatch from our factory. They shall be deemed complied with with the notification of readiness for dispatch if the goods cannot be sent in time without our fault. Delivery periods shall be extended — without prejudice to our rights arising from the buyer's default — by the time during which the Buyer is in default of his obligations to us in this or other financial statements. This shall apply mutatis mutandis if a delivery date has been agreed.
3. The above clause 2 shall also apply if delivery periods or dates have been expressly agreed.
4. If we ourselves are in default, the buyer must set us a reasonable grace period. After the expiry of this grace period, he may withdraw from the conclusion insofar as the goods are not notified as ready for shipment by the deadline.
5. Claims for damages arising from non-compliance with delivery deadline or deadline are limited to 5 % of the contract amount in the maximum case.
6. Contractual penalties are only recognised on the basis of explicit, prior written agreements.

### 8 Assembling

1. Our attached conditions apply to Mondays or if installers are presented for daily wage work. In connection with our assembly, concreting, masonry and masonry work as well as clearance of the assembly elements are the responsibility of the client. They must be carried out immediately upon request by our site management and

adapted to our workflow. If our assembly is stopped by the non-production, any waiting times are at the expense of the client.

## 9 Acceptance

1. If acceptance has been agreed in the factory, it can only be made immediately after notification of readiness for dispatch. The buyer bears the personal acceptance costs, the factual acceptance costs are charged in particular if they are not expressly included in the price. Acceptance on the construction site must be carried out within one week of the notified completion.
2. If acceptance is not made, not in time or not complete, we shall be entitled to ship the goods without acceptance or to store them at the buyer's expense and risk. Upon dispatch or storage, the goods shall be deemed to have been delivered in accordance with the contract or as properly handed over in all respects.
3. If the customer has used the system or parts thereof without acceptance, the acceptance shall be deemed to have taken place.

## 10 Dimensions, Weights

1. The illustrations, drawings, dimensions, weights and performance data of our lists and offers are non-binding.

## 11 Packaging, delivery, shipment, transfer of risk

1. Unless otherwise agreed, the goods will be delivered unpacked and not protected against corrosion.
2. Means of transport and protection, which, as well as the costs for covered and special cars, are calculated as well as the shipping route, we can select under exclusion of any liability.
3. Goods declared ready for dispatch at the agreed date must be retrieved immediately, otherwise — or in the event of impossibility of dispatch — we are entitled to store them at the buyer's expense and risk and charge them as delivered ex works.
4. Upon handover to the freight forwarder or carrier, but at the latest upon leaving the delivery point, the risk — including a seizure — passes to the buyer in any case (e.g. also in the case of FOB or EIF transactions). This also applies if partial deliveries are made or if we have taken over other services (e.g. shipping costs, delivery or assembly).
5. If shipping is delayed due to circumstances that we are not responsible for, the risk shall be transferred to the customer from the day of readiness for dispatch.

## 12 Complaints of defects

1. Decisive for the contractual condition of the goods is the time of leaving our work.
2. After completion of the agreed acceptance of the goods by the buyer, the complaint of defects that can be ascertained in the agreed type of acceptance is excluded.
3. Notifications of defects by the buyer must be received in writing by us within 14 days of receipt of the goods at the destination. Defects, which can not be detected even in the most careful examination within this period, shall be notified immediately after discovery, with immediate cessation of any working or processing, at the latest but no later than 3 months after receipt of the goods.
4. When claiming a guarantee, the customer must prove that the delivery item is unusable or significantly impaired in its usability due to a circumstance prior to the transfer of risk, due to faulty construction, poor building materials or defective execution.
5. A complaint of defects does not release the client from its other obligations. In particular, the fulfilment of the agreed terms of payment is a prerequisite for our liability.
6. If the buyer does not give us an opportunity to convince us of the defect, in particular on request he does not immediately provide the goods or samples thereof complained of, all claims for defects shall be waived.
7. Claims for defects shall be statute-barred at the latest 1 month after the written rejection of the notification of defects by us.
8. The above provisions also apply to delivery of goods other than contractual goods.

## 13 Warranty

1. For our products, we guarantee the proper construction, use of flawless materials and proper execution (unless the customer has caused changes and maintenance work independently) 12 months

after delivery or acceptance for all moving parts (but 6 months for multi-shift operation of the client). Should our deliveries or services show defects, we reserve the right to rectify. Should the rectification fail, the client may set us a reasonable grace period to remedy the defect. Should the defect not be rectified after the expiry of the period, the client has the right to change or reduce it.

2. All further claims of the Purchaser, in particular a claim of positive breach of contract or compensation for damages that have not arisen to the delivery item itself (meaning or consequential damages), do not exist.
3. A guarantee for third-party products, which are part of our delivery, is only assumed to the extent that the pre-suppliers or sub-suppliers provide replacement.
4. The costs of repair or replacement — insofar as the complaint turns out to be justified — shall be borne by the Supplier of the costs of repair or replacement, including the freight costs of land or sea transport, but not the costs of installation and removal. Further costs shall be borne by the customer, in particular the additional costs due to a special shipping method determined by him.
5. The warranty expires if the purchased item has been changed from a third party or by the installation of third-party parts, if our operating instructions are not followed, in the case of — even partial — disassembly or if a maintenance recommended or contractually agreed by us is not carried out during the period of the warranty.
6. No warranty is assumed for used, also overhauled or repaired delivery items.

## 14 Salvatory clause

1. In the event that one or more of the agreements made are wholly or partly ineffective, unenforceable or ineffective, this shall not affect the legal validity of the remaining provisions of this contract. The agreement, whether ineffective or partially ineffective or unenforceable or ineffective, shall be replaced by an agreement corresponding to its purpose and purpose.
2. This version of the General Terms and Conditions is a translation of the original. Legally binding is only the original of the **General Terms & Conditions of Sale, Delivery and Payment** in German language.