

## Terms of Payment and Delivery

### 1) General

All business is transacted according to German law. Orders are only binding after written confirmation. Events such as acts of God or nature, strikes, shut-outs, material shortage, accidents, transport, manufacture or firm disruptions, regardless of whether in own firm or that of a supplier as well as circumstances for which we are not responsible, give us the right to withdraw from the order or to delay its completion. Damage claims of any kind in such a case are out of the question. Times and terms of delivery being made are not binding. Differing sales conditions for individual customers are only valid with our express confirmation. Acceptance of our confirmation of order is taken to mean that the order is valid according to our terms of delivery.

Goods from orders which have been properly filled and delivered cannot be taken back, due to the large scope of our programme. With an order on call, the customer undertakes that he will buy the complete order quantity within 12 months from the date of ordering. The respective minimum order quantity is 1/10 of the complete order. If after 12 months the goods have not yet all been called, this point in time is considered to be the binding delivery date for the remaining goods.

We reserve the right to make technical changes to equipment even in the case of a serial delivery, if this serves further development.

### 2) Prices

Our prices are industrial net prices, are in EURO and are subject to Value Added Tax as required by law. Prices billed are our prices valid on the day of delivery. Minimum order value is EUR 100.00, beneath which we must make a low quantity surcharge of EUR 15.00

### 3) Payment

Payment must be paid in full, within 10 days from date of invoice without deduction of any kind. If the customer delays payment, default interest will be charged. Withholding payment or setting off of payment due to any counterclaim is not permissible. Any bank charges incurred by payment from a foreign country are to be paid by the customer.

### 4) Delivery

Delivery is from our factory in Schwäbisch Hall. Delivery is paid by the recipient and at the recipient's own risk. Without instructions to the contrary we dispatch goods by the most cost-effective means. We accept no responsibility for damage in transport unless it is proven that the damage is due to inappropriate packaging on our part. Packaging 1,2% at values smaller than EUR 500.00, 0.7% at values higher than EUR 500.00 minimum EUR 2.00. In the case that after accepting an order from a customer, we become aware of facts which make the customer's ability to pay doubtful, we have the right to change the conditions of payment or refuse delivery.

### 5) Warranty

Complaints and notice of defects can only be acknowledged within 5 days of delivery. If the complaint is justified, warranty service follows the return of the faulty part(s). Over and above this we will correct possible defects at our discretion up to 2 years after delivery - without consideration of working time of part - by repair or replacement of equipment. This warranty performance includes materials and work time but not transport costs. Further claims including damages claims are not permissible. No responsibility will be accepted for damages resulting from careless treatment. The careful use of our products is the responsibility of the customer. The warranty period for order on call goods also begins with the delivery of the goods but ends at the latest, 3 years after the order is made.

Goods which have been exchanged in the course of repair or which have been modified at the customers wish are warranted by us for 6 months.

### 6) Retention of title

Good delivered by us remain our property until they have been paid for in full by the customer. The buyer is not entitled to pawn or pledge or use as security, goods which are our property. The buyer is obliged to inform us of the requisition or impounding or any other action by a third party which affects our property.

### 7) Other arrangements

Oral arrangements or agreements are not legally binding. Buying conditions on the part of the customer which do not conform to these conditions are not binding for us even if they were made a basis for the order and their content was not expressly contested by us.

### 8) Place of performance

The place of performance of delivery and payment as well as legal domicile for both contract partners is Schwäbisch Hall.