

General Terms of Sale and Delivery
(Date: April 12, 2016)

Article 1 – General – Scope

1. Our General Terms of Sale and Delivery prevail over over any other similar terms. Customer's terms contradicting or deviating from these terms are not accepted by us unless we have expressly approved of them in writing. Our General Terms of Sale and Delivery apply even if we are aware that the customer's terms contradict or deviate from our terms and still execute the customer's order without reservation.
2. All agreements and arrangements between us and the customer regarding the performance of the contract in order to be valid must be made in writing.

Article 2 – Offer – Offer Documents

1. If the order qualifies as offer within the meaning of Section 145 BGB (German Civil Code), we can accept it within two weeks.
2. We retain all rights, including copyright and title, to all figures, drawings, calculations and other documents. This also applies to documents marked "confidential". Any disclosure by the customer to a third party is prohibited except with our prior written consent.

Article 3 – Prices – Payment Terms

1. If not stated otherwise in the order confirmation, our prices are ex-works prices, exclusive of packaging, which will be charged separately.
2. Statutory value-added tax is not included in our prices; it will be stated as a separate item on our invoices at the rate applicable on the invoice date.
3. Any deduction is not permitted except if agreed with us beforehand.
4. Unless stated otherwise in the order confirmation, the purchase price is payable net (i.e., without deduction) within 30 days of the invoice date. The statutory provisions as to the consequences of delayed payment apply.
5. The customer is not entitled to set-off, except the customer's counterclaims have finally been recognized by declaratory judgment, are undisputed or have been accepted by us. Besides, the customer's right to set-off is limited to cases in which the customer's counterclaim is based on the same contractual relationship with us.

Article 4 – Delivery Period

1. The period of delivery specified by us commences when all technical details have been settled.
2. We are bound to make delivery within the period agreed provided the customer complies with his obligations properly and in time. The plea of non-fulfillment of contract is reserved.
3. If the customer delays acceptance or culpably fails to cooperate in any other way, we can claim compensation of the loss suffered, including extra expenses

incurred, by us due the customer's failure to cooperate. Any other rights and remedies are reserved.

4. In the presence of the conditions under 3. above, the risk of accidental loss or accidental deterioration of the goods passes to the buyer at the time at which the failure to accept or culpable delay occurs.
5. We are liable to the extent required by law if the underlying purchase contract is for delivery by a fixed date pursuant to Section 286 clause 2 No. 4 BGB or Section 376 HGB (German Commercial Code). We are also liable to the extent prescribed by law if as a consequence of a delay of delivery for which we are responsible the customer can claim that his interest in the further performance of the contract has ceased.
6. Further, we are liable under applicable law if the delay of delivery is caused by a breach of contract for which we are responsible by intent or gross negligence. A failure on the part of our representative or vicarious agent is our failure. If the delayed delivery is due to a breach of contract by gross negligence for which we are responsible, our liability for damage is limited to the foreseeable typical damage.
7. We are also liable to the extent of the applicable law if the delay of delivery is due to a culpable breach of a cardinal contractual duty, in which case our liability for damage is limited to the foreseeable typical damage.
8. Other statutory claims and rights of the customer are reserved.

Article 5 – Passing of Risk – Packaging Cost

1. Unless stated otherwise in the order confirmation, delivery ex works is deemed agreed.
2. The return of packaging material is subject to separate arrangement.
3. If the customer desires, we will take out a transport insurance policy; the cost of the transport insurance shall be borne by the customer.

Article 6 – Liability for Defects

1. The customer can raise a defect claim only provided he has properly complied with his examination and notification of defect obligations pursuant to Section 377 HGB.
2. If the purchased goods are defective, we can choose to repair the defect or replace the defective goods by goods without defect. If we repair the defective goods or replace the goods we are obliged to bear all costs in connection with such repair or replacement, in particular for transport, travel, labor and material provided such costs are not increased due to the fact that the goods were moved to a location that is not the place of destination.
3. If the repair or replacement fails, the customer is free to cancel the contract demand a reduction of the purchase price.
4. We are liable as prescribed by law if the customer claims damage caused by intent or gross negligence by our representatives or vicarious agents. If we cannot be shown to have violated the contract by intent, our liability for damages is limited to the foreseeable typical damage.

5. We are liable to the extent required by law if we culpably violate a cardinal contractual duty: In this case, our liability for damages is also limited to the foreseeable typical damage.
6. If the customer can claim damage in lieu of performance, our liability under 3. above is limited to the replacement of the foreseeable typical damage.
7. The liability for culpable damage to life or health is not affected; the same applies to the obligatory liability under the Product Liability Act.
8. Any liability is excluded unless provided otherwise.
9. The limitation period for claims from defect I 12 months from the passing of risk.
10. The limitation period for delivery recourse pursuant to Sections 478, 479 BGB is not affected; it is five years calculated from the delivery of the defective goods.

Article 7 – Joint and Several Liability

1. Any further liability in excess of what is described in Article 6 above – for whatever cause – is excluded. This applies in particular to claims from culpa in contrahendo, any other violation of duty, or tort pursuant to Section 823 BGB.
2. The limitation in 1. above also applies if and to the extent to which the customer, instead of claiming damage, claims the compensation of fruitless expenses in lieu of performance.
3. If claims for damage against us are excluded or limited, this also applies to the personal liability for damage of our employees, workers, agents and representatives.

Article 8 – Retention of Title

1. We retain title to the goods sold until all payments from the business relation with the customer have been received in full. Under current account transactions the reservation of title relates to the accepted balance. If the customer acts in violation of the contract, in particular, if he delays payment, we can receive back the goods. After receiving back the goods, we can dispose of the goods. The proceeds from the disposal of the goods will be charged against the funds receivable from the customer, from which reasonable disposal expenses will be deducted.
2. The customer is obliged to take care of the goods. The customer is obliged, in particular, at the customer's cost, to insure the goods against fire, water and theft at reinstatement value. If maintenance or inspection of the goods is required, the customer shall perform these at his cost.
3. The customer shall inform us in writing without delay if the goods are attached or in case of any intervention by a third party affecting the goods to enable us to take legal action pursuant to Section 771 ZPO (German Code of Civil Procedure). If the third party involved should not be able to reimburse us the court and out-of-court fees in connection with an action pursuant to Section 771 ZPO, the customer is liable for the loss suffered by us.
4. The customer can sell the goods in the ordinary course of business. He assigns to us already now any and all claims in the amount of the final amount of our claim calculated by us (including value-added-tax, if any) which he has on his buyers or any third party from the sale; and such assignment shall not depend on whether the

goods have been sold on after having been processed. The customer can collect the claim for us despite the assignment. Our right to collect the claim is not affected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the amounts earned, does not delay payment and, in particular, does not file a petition for insolvency or cease payment. If any of the above happens, we can demand that the customer discloses to us the assigned claims and the debtors, provides us with all details and delivers all documents to enable us to collect the moneys and informs the debtors (third parties) of the assignment.

5. Any processing or reshaping of the goods is always for our benefit. If the goods are processed together with other goods that are not our property we acquire co-ownership in the new goods pro rata the value (final invoice amount, plus sales tax), at the time of processing, of the goods with which our goods have been processed. For the rest, the new goods produced as a result of processing together with our goods are subject to the same terms as the goods to which we have retained title.
6. If the goods are mingled inseparably with other goods that are not our property, we acquire co-ownership of the new goods pro rata the value (final invoice amount, plus sales tax), at the time of mingling, of the goods with which our goods have been mingled. If the mingling is such that the customer's goods must be considered as principal goods, it is agreed that the customer transfers to us the prorated co-ownership of the goods. The customer safekeeps the sole-owned property or co-owned property for us.
7. The customer also assigns to us all claims for securing our claims against him which arise from the combination of the goods with real estate against a third party.
8. We undertake to release, on the customer's request, the securities to which we are entitled to the extent to which the realizable value of our securities exceeds the claims to be secured by more than 10 per cent. We decide which securities we will release.

Article 9 – Legal Venue – Place of Performance

1. If the customer is a merchant, a public corporation or a legal entity under public separate fund assets, the legal venue is our registered place of business. We can also sue the customer in any other court of law having jurisdiction.
2. The laws of the Federal Republic of Germany apply to the exclusion of the UN Convention on Contracts of the International Sale of Goods.
3. The place of performance is our registered place of business, unless specified otherwise in the order confirmation.