

GENERAL SALES TERMS, DELIVERY CONDITIONS AND TERMS OF PAYMENT

1. General

The following conditions are subject of this contract. General Terms and Conditions of the purchaser shall apply only if and when expressly accepted by us in writing. We herewith object to any General Terms and Conditions of Purchase of the purchaser. They also shall not apply, if they are not once more expressly rejected at the conclusion of the contract. At the latest, with acceptance of our products our conditions are to be considered as accepted. In case of breach of these Conditions, especially in case of delayed payment of the purchaser, we are entitled to discontinue with the execution of present/placed purchase orders, all or part, or to withdraw from not fulfilled orders. Supplementary agreements are only valid, if expressly acknowledged in writing.

2. Prices

Prices are quoted ex works, packing excluded; value-added tax (VAT) shall be added at the then applicable rate. Our prices apply only on the basis of our offered packaging units. The offering price is not less than at least 200 €, even if the sum of all individual prices doesn't reach this minimum order value. In case of changes of the basis for prices until the day of delivery, for example due to price or wage increases, we reserve the right to a reasonable adjustment of prices. For orders, for which prices are not agreed, our valid prices at the date of delivery apply. For the sending of invoices, which are exceptionally printed out in paper form by request of the customer, we charge 5 Euro per invoice distribution.

3. Terms of payment

Our invoices are payable exempt from postage and charges within 30 days net. Payment has to be made irrespective of receipt of ordered products and a possible notice of defects. Set-off's and retention due to any counterclaims of the purchaser are excluded, unless the counterclaims are undisputed or legally asserted. We only accept bills of exchange and cheques for payment. Cheques are only considered as cash payment as long as they are sent well timed, so that they can be honoured within the above mentioned payment periods. Predated cheques will not be accepted as payment. We reserve the right to accept payment by acceptance or customer bills of change. Incidentally, the general bank conditions apply. The interest rates of our banks will be calculated up to the date of maturity of the periods. Any costs related to the acceptance of bills of exchange are for the account of the purchaser. Cash account for payment per note will not be granted. In case of delay in payment we charge default interest in the amount of the usual interest of our banks plus commission and costs for the availing of credit for open account; further maturity interest remain hereof unaffected. Interest on advanced or partial payment will not be paid. The failure to comply with our terms of payment, default or circumstances, which are qualified to lower our creditworthiness result in the maturity of all our claims. They entitle us to perform deliveries still due only against prepayment, to withdraw from the contract after a reasonable respite or to claim damages for non-performance, furthermore to enjoin the purchaser from any resale or change of the products delivered under retention of title and to repossess the single items without declaring the cancellation of the contract for this reason or without having to declare the cancellation of the contract in advance. The return only leads to the cancellation of the contract, if this is expressly declared by us in writing. Arising costs due to the return are in any case for the account of the purchaser. The purchaser can demand the redelivery of products after total payment of the purchase price and all costs.

4. Retention of title

Deliveries only take place under retention of title. The purchaser does not gain ownership of the products before paying all accounts payable resulting from all our deliveries of products. This also applies, if the price is paid for certain deliveries of products specified by the purchaser. On running account the Retained Property serves for the security of our payment balance request. Customer's workmanship of our Retained Products only takes place on our instruction without any liability for us. We are entitled to withdraw from the contract and take back Retained Products, if the purchaser violates his responsibilities. Return and assertion of the retention of title does not require the former cancellation of the contract and does not automatically lead to the cancellation of the contract. If products delivered by us shall be combined with other corporeal objects not belonging to us we are awarded co-ownership in the new corporeal object at the proportionate amount which results from the ratio of the value of the processed, mixed or combined Retained goods to the value of the remaining processed goods at the date of performing any processing activities. The purchaser may only sell Retained Products in the ordinary course of his business and if his customer has not excluded the assignment of the claim of the resale respectively if he grants any reserved approval regarding the assignment. For the duration of the retention of title the purchaser may not pledge the Retained Goods or use them as security and resale shall be possible only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment. The purchaser shall inform us forthwith of any seizure or other act of intervention by third parties. If the purchaser sells our Retained Products he will already at this specific date assign by way of security any of his future claims against his customers arising from this resale along with all accessory rights – including any potential net claims – without the requirement to issue any specific declarations later on. Where Retained Goods are resold together with other items, however, without contracting an individual price for such Retained Goods, the purchaser will assign to us with preference to the remaining claims such a portion of the total price due which is equivalent to the price of the Retained Goods invoiced by us. Subject to revocation the purchaser is authorized to collect the assigned claims arising from resale as long as he complies with his duties of obligations towards us according to the contract. We are authorized at our own discretion to disclose the assignment to the purchaser's customers. The purchaser is obliged to provide information and to hand over the documents, which we need for the assertion of our rights. If the combined value of our security interests exceeds the value of all secured claims by more than 20 %, we shall release a corresponding part of the security interest if so requested by the purchaser.

5. Measures and technical values

Illustrations, measures and technical data in our lists, catalogues and offers as well as confirmations of orders are only approximative and not binding. We do not guarantee the compliance.

6. Models and samples

Purchasers remain our property, even if proportionate development costs were charged, until all claims of our purchaser are compensated. Samples sent to us by the purchaser are stored at purchaser's risk. They will not be insured by us.

7. Packaging

Our products shall be packed customary in our discretion at purchaser's expense. The packaging shall be charged at cost price and shall not be taken back. Defects of the packaging can not be asserted against us, if the packaging was made in our customary manner.

8. Delivery

The dispatch takes place for account of the purchaser. If nothing else is agreed the dispatch type sequence, the mode of transportation and the means of conveyance are left to our choice; any

liability is excluded. The purchaser bears the risk of transportation. In case of return of products we reserve the right to charge reasonable costs of service, if the delivery complied with the order.

9. Delivery times and delivery handicaps

Delivery times can only be considered as approximate times. If a firm delivery time is agreed upon and confirmed by us in writing it can be observed only if all the documents to be supplied by the purchaser, the necessary releases, especially concerning plans are received on time and if agreed terms of payment and other obligations of the purchaser are fulfilled. Unless these conditions are fulfilled on time delivery times set shall be extended correspondingly. Even if a delivery time is agreed upon and confirmed we shall not be in default of delivery until we have received a written reminder by purchaser. Should we be in default of delivery the purchaser shall set a reasonable additional period of time for delivery of at least two weeks. The exceeding of this time limit only entitles purchaser to withdraw from the order. Any compensation is excluded. This does not apply, as far as claims for damages, for example in case of intention or gross negligence, are indispensable. The right of withdrawal only exists, as long as we are responsible for the delay of the delivery. As far as delivery is impossible the purchaser is only entitled to claim damages, as far as we are responsible for the impossibility. The claim for damages is limited to 10 % of the value of that part of the delivery, which can not be put into operation in a serviceable way due to the impossibility. In case of force majeure or as far as our company is affected by strikes or lockouts or the occurrence of unforeseen barriers beyond our will, the purchaser is entitled to request a statement, whether we shall withdraw from the contract or whether we shall deliver within a reasonable period of time. If we do not put out a statement, the purchaser is entitled to withdraw from the contract. In no way, the purchaser can hold us responsible for the accrued damage.

10. Notification of defects and Warranty

The purchaser shall be obliged to inspect and examine the delivered products immediately on their arrival. In case of any defects of the products or in case of an otherwise faulty or mistaken delivery purchaser shall notify us without delay. If no such notification is received by us within two weeks from the arrival of the products as aforementioned the products and the delivery shall be deemed approved by purchaser and free of defects to the extent such defects could have been ascertained on inspection. Defects which were unascertainable on inspection have to be notified to us immediately after they become apparent; otherwise the products and delivery shall be deemed approved with regard to such defects as well. To the extent the products and delivery are deemed approved purchaser is no longer entitled to reject the products or to invoke any warranty claims (e.g. remedying of defects, reduction of prize, cancellation of contract, damages) on the basis of defects or otherwise mistaken delivery. Such rights and claims of purchaser are excluded irrespective of whether they are based on the terms of the contract or on applicable statutory law. After notification we have the right to examine the faulty delivery. Products, which the purchaser considers to be defect or faulty, shall not be installed in other machines or devices by the purchaser and shall not be modified without our written consent. A breach results in the loss of possible warranty claims. Warranty claims are excluded, unless they are not legally ascertained within one month after our rejection. Independent hereof, claims based on defects are subject to a limitation period of 12 months. A granted guarantee only applies if the products are adequately used properly installed and comply with a stipulated values. We are not liable for any design furnished or any alteration made by the purchaser or its customer. All defects due to improper handling, overstraining capacity overload or due to other circumstances beyond our control or influence. Our obligation under this warranty is limited to the repair or the replacement of the defective product and in no event shall we be liable for consequential indirect or incidental damages of any kind incurred by reasons of manufacture, sale or use of any defective product. Unless the damage is caused by intention or gross negligence we will reimburse purchaser for delivery and for return transport in case of faulty supply. We do not bear transportation costs for the domicile of the purchaser to other locations. By way of recourse we are liable at the most in the scope of implied warranty, therefore not for defects, for which the purchaser is liable to his customer due to contractual agreement. This warranty covers normal use and does not cover damage which occurs in shipment or damage or defect which results from alteration, accident, neglect or improper installation, operation or maintenance, misuse, unusual deterioration or degradation of the equipment or parts thereof due to the physical environment.

11. Indemnification

Any claims for damages and reimbursement of expenses the purchaser may have based on whatever legal reason, including infringement of duties arising in connection with the contract or tort shall be excluded. The above shall not apply in case of mandatory liabilities, e.g. under the German Product Liability Act, in the case of intent, gross negligence, injury of life, body or health or breach of a condition which goes to the root of the contract. However, claims for damages arising from a breach of a condition which goes to the root of the contract shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence or based on liability for injury of life, body or health. The above provision does not imply a change in the burden of proof to the detriment of the purchaser.

12. Long term contracts and purchase orders on call

In case of long term contracts or purchase orders on call we have the right of partial delivery of equal quantity. The time limit for deliveries on call is said by us. If the customer does not call for delivery within this period of time, we are entitled to deliver in our sole discretion and to charge prices, which are valid at the time of delivery. Furthermore, we are entitled to set a reasonable time limit for the call of delivery and to claim damages respectively to withdraw from the contract, if the time limit has run out.

13. Data processing

According to §§ 26 and 34 BDSG (Federal Data Protection Act = Bundesdatenschutzgesetz) we point out, that we record purchaser's data as far as they are necessary and legally allowed. The data will be processed in compliance with the provisions of both the Federal Data Protection Act and the Telecommunications Data Protection Act.

14. Place of performance and place of jurisdiction

The place of performance for supplies and payment as well as place of jurisdiction shall be Minden/Westfalen. The contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Conventions on Contracts for the International Sale of Goods (CISG).

15. Miscellaneous

The legal invalidity of one or more provisions of this contract shall in no way affect the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to continue the contract.

Stand: 1. Januar 2015, only for Germany