

## General Sales Conditions

### 1. Purview

For all deliveries and sellings, as well as for orders concerning repair the following conditions are valid. They will be valid for all future business relations, also if they have not been restated explicitly. Any dispatch of our products means on no account that we accept any possible general conditions of the customer. Different conditions of the customer only apply if they have been explicitly accepted by us in writing.

### 2. Offers

Our offers are not binding and without obligation. They only become binding when we give a confirmation of a given order in writing or by teletype. The same applies for amendments and modifications of these conditions, for collateral agreements, also for drawings, illustrations, measurements, or further dates of achievement.

### 3. Prices

Prices mentioned in our confirmation of a given order, plus the respective purchase tax are prevailing. All prices are net prices (exclusive packing, carriage, postage, and expenses for insurance). If not stated differently prices concerning special offers remain binding 3 months, beginning with the date of the offer.

### 4. Time of delivery and service

Fixed dates and time limits stated by us are not binding unless special arrangements have been made in writing. Delays in delivery or performance caused by Force Majeure or by events which substantially aggravate the delivery or even make delivery impossible - this includes difficulties in procurement, breakdowns, strike, lock-out, understaffment, lack of means of conveyance, official orders, etc. occurring after the contract of agreement, also if they happen to one of our contractors or subcontractors -, we do not have to answer for, also if dates and time-limits have been binding. In this case we are entitled to postpone the delivery or respectively the performance for the duration of impediment or to withdraw entirely, or referring to the contract which has not yet entirely fulfilled, withdraw partly from the contract. If the impediment lasts longer than 3 months, the customer is entitled - after having given a reasonable time-limit - to withdraw from the contract. In case that we have to answer for non-compliance of binding dates and time-limits or we come in default, the customer has the right to claim damages of default at the amount of 1% of the value of delivery for every finished week of default, at the whole, however, not more than 5% of the value of the complete delivery, or respectively of the part of the complete delivery which is not available for delivery. Prerequisite for this compensation for damages of default is the customer's proof of the damage occurred by default at least as high as the claimed compensation. There is no obligation of further compensations of default for us. We are entitled, however, for partial deliveries and partial services at any time.

### 5. Devolution of risk

With the delivery the risk devolves to the customer - this does not depend on the date of the invoice - as soon as the delivery has been handed over to the person who is responsible for the transportation or has left our warehouse for transportation. On the customer's expressed wish we insure our delivery against damages as a result of theft, breaking, transportation, fire and water, as well as other insurable risks at the customer's expense.

### 6. Warranty

Both for mechanic and electric parts, the warranty lasts 6 months. The time of the warranty starts with the date of delivery. This warranty, however, is inapplicable in case of failure to maintain in accordance with our instructions, if changes on our products have been made, or parts of our equipment have been changed which do not go along with the original specifications. The same applies to improper use of equipment. The customer is obliged to hold us free from all claims concerning compensation which may arise to third parties because of an activation of equipment or in relation to the usage of equipment. The customer has to check the equipment immediately and expertly on receipt. The customer has to inform our customer service immediately of faults, at the latest, however, within one week after the subject of delivery has been handed over. This has to be done in writing. Of faults that do not become perceptible even after a careful inspection within this time-limit, the customer has to inform us immediately, at the latest, however, within one week after discovery in writing. Faults caused by wear and tear of equipment are not subject of this warranty. When claiming warranty, the customer has to prove that the faults are no result of circumstances of his responsibility (e.g. transportation damages, improper handling). Further claims, especially claims of compensation as a result of direct or indirect damages or injuries are out of question. If later improvement of faults fails, even after a reasonable time-limit has been given, the customer has the possibility either to reduce the remuneration or to demand the cancellation of the contract. Claims of warranty against us are only due to the direct customer and are not transferable.

### 7. Reservation of proprietary rights

Ownership of all goods shall notwithstanding delivery to the customer, be reserved to us and shall not pass to the purchaser until all monies owing to us on any account whatsoever have been paid. The customer has the right of further disposal of the equipment if he is not in default with his contractual duties. If equipment is being disposed before the purchase price has been fully paid, the customer herewith irrevocably executes the cession of all claims entitled to him because of disposal or any other legal argument, as well as his claim on return of equipment because of reserved property already now to us to secure our claims. We already now accept the cession. If the reservation of proprietary rights is seized by a third party, the customer has to point out our property on the equipment and has to inform us immediately. In case that the customer behaves contrary to the contract - especially delay in payment - we are entitled either to demand our claims on return of the delivered articles or to assert the customer's claims on return which have been transferred to us as mentioned above, against these third parties.

### 8. Terms of payment

Sales invoices are due net upon receipt. A payment is only considered made when we can dispose of the money. In any case of default of payment, interest payable on arrears will be due at the amount of the rate of interest calculated by business banks for current accounts, however at least 9% p.a.. Possible granted discount is abolished in case of judicial and extra-judicial settlement sub judice, bankruptcy, default of payment (§ 284 BGB) and in case of judicial collection of claims concerning the invoice. Also if censure of faults or counter-claims have been asserted, the customer only has the right of retention, settling of accounts, or depreciation if the counter-claims are established legally binding or are undisputed.

### 9. Practicable right, jurisdiction, collateral agreements, partial nullity

The laws of the German Federal Republic are valid for any legal relations between us and the customer. Place of fulfillment and place of payment is Munich. Jurisdiction for all disputes which may arise directly or indirectly hereunder will be Munich, as far as competent

Munich courts can satisfy the requirements of the law. Oral collateral agreements have not been made and are not valid. Alterations and extensions to this contract need to be in writing, in order to become valid. In case that one regulation should become void, all other regulations or agreements will not be effected by this. The void regulation then has to be replaced by a regulation which comes closest to the economic purpose.