

I. General The following terms and conditions apply to all transactions, including future ones. These terms and conditions apply even if not specifically referenced. They are deemed as accepted no later than the time of acceptance of the goods. Any conflicting purchasing terms and conditions of the customer do not become part of the contract even if the order is accepted or carried out.

All offers are nonbinding. They are based on the customer's work description, without a knowledge of specific local conditions. Specimens, samples, illustrations and measurements given in catalogues and brochures are illustrative approximations or values for quality, dimensions and color representing averages for the approximate type of the goods. References to technical standards are intended for purposes of the work description, and are not guarantees of characteristics. Performance is still to be deemed in compliance with promises or guarantees if it deviates 10% from such promises or guarantees. Obvious mistakes, printing, mathematical, typographical and costing errors are not binding upon us and do not entitle the customer to assert claims.

Orders are binding upon the customer for 1 month. No contract is established until a written confirmation has been provided. The scope and subject matter of the delivery are defined solely by the order confirmation or by our delivery slip in the case of immediate performance. We reserve the right to make changes in the construction, design, dimensions, color and weight of goods, provided the customer can reasonably be expected to accept such changes in light of an objective assessment of all circumstances. If the declaration of acceptance or the delivery slip includes modifications of the customer's order, the customer's consent is deemed as given if the customer unconditionally accepts the goods and does not reject the changes in writing within a fair period.

II. Prices/Payment Prices are ex works, excluding packaging, loading, carriage, unloading, shipping insurance, assembly, customs duties, other taxes and incidental charges, and value-added tax. The pallets are our property.

Shipping shall be carried out with no guarantee that the least expensive method will be used, at the customer's expense and risk, and is deemed to have taken place at the moment when the shipment leaves the warehouse. The same applies for shipping via our own vehicles or where freight-paid delivery has been agreed upon. The goods and/or shipping will be insured only if the customer provides instructions to this effect in advance; such insurance will be at the customer's expense.

The prices from our currently valid price list apply. Payment must be made to us without deduction; in case of external transactions, payment must be made with a 100% confirmed irrevocable letter of credit; in all other cases, an advance payment of 1/3 must be made after the order confirmation has been received, and the balance must be paid upon notification that the major components are ready to ship. We may demand payment in advance from the customer for deliveries of spare parts. Where good cause exists, particularly payment delays or a deterioration in the customer's financial circumstances, we may demand payment in advance from the customer and/or exercise a vendor's lien with respect to further deliveries of goods. In the event of a payment delay, all the discounts, reductions and other allowances that were granted become void. The customer is entitled to withhold payment or to offset payments with countervailing claims only insofar as the countervailing claims have been acknowledged by us or upheld by final and absolute judgment.

The goods are delivered and the documents are drawn up in accordance with the defined "International Commercial Terms (Incoterms)" and with the "Uniform Rules for Collections and the Customs and Practice for Documentary Credits" published by the International Chamber of Commerce in Paris.

If the delivery period exceeds two months, we reserve the right to adjust our prices appropriately if cost reductions or increases result after the contract has been concluded, including, but not limited to, all such reductions or increases resulting from collective bargaining agreements or higher materials prices. We will present proof thereof to the customer if so requested.

III. Delivery Deadlines/Delayed Delivery Delivery dates are nonbinding. Compliance with delivery deadlines is subject to timely delivery by our own suppliers. We will provide notice of any emergent delays.

Force majeure, requirements set by the authorities, and other circumstances for which we are not at fault, for example, strikes or difficulties in procuring materials, that impede our performance or that of our suppliers, exempt us from our obligation to deliver for the duration of their effects. We agree to notify the buyer of any such events without delay. We may withdraw from the agreement if we cannot be reasonably expected to perform for the above reasons. In this case, the buyer is also entitled to withdraw from the agreement. There is no obligation to pay damages to the customer in these cases. We are not liable for faults of our suppliers; any claims for compensation against these suppliers will be assigned to the customer.

An agreed delivery period begins when the order confirmation has been received, but no sooner than once all commercial and technical questions between the parties have been settled; once all documents, permits, etc., to be obtained by the customer have been received; and once any agreed advance payment has been received. In these cases, a fair extension will be applied to the delivery period, except when we are at fault for the delay. The delivery deadline is deemed as met if the goods have left the delivering plant (or the customer has been notified that they are ready to ship) before such deadline. Partial and early deliveries must be permitted if the customer can reasonably be expected to accept them. If the goods have to be accepted, the delivery deadline will be deemed as met on the acceptance date (except when acceptance is rightfully refused) or, alternatively, the date on which we provide notification that the goods are ready to be accepted. If shipment or the acceptance of the goods is delayed for fault of the customer, the costs incurred as a result of such delay will be billed to the customer beginning one month after the notification of readiness to ship or for acceptance. In the event that an impossibility or inability of performance occurs during the delay in acceptance, or if the customer is solely or to a large extent responsible for such circumstances, the customer will remain required to provide consideration.

If, three weeks after the expiration of a nonbinding delivery deadline, the customer sets a fair grace period for us to make performance, identified as such in writing and amounting to no less than 30 days, and if this deadline is not met, then the customer will be entitled to reject performance within another two weeks. Subject to these conditions, the customer may also withdraw from the contract if performance of a portion of the delivery for an order becomes impossible, and the customer has a demonstrably justified interest in rejecting a partial delivery. Otherwise, the customer must pay the contractual price applicable for the partial delivery.

In case of a delay in performance, we are liable – except in cases of willful misconduct or gross negligence on our part – for a lump-sum compensation of not more than 0.5% per completed week, but not to exceed a total of 5% of the invoiced value of the deliveries affected by the delay. The same applies to our liability for impossibility of delivery. The customer is entitled to demonstrate greater loss.

The goods must be unloaded immediately upon arriving at the customer's premises. If unloading is delayed by more than two hours, the customer will bear the costs for the time that the transport vehicle is parked. If the goods are exported and cleared through customs, the customer will bear the costs for the time in excess of 48 hours – or in excess of 24 hours if the goods are not cleared through customs – that the transport vehicle is parked.

IV. Transfer of Risk/Acceptance Risk is transferred to the customer when the goods leave the plant, even if partial deliveries are performed or if we have consented to further performances, such as paying shipping charges. If the goods have to be accepted, risk will pass upon acceptance. The goods acceptance must be performed without delay on the acceptance date or, alternatively, after the notification that we are ready for the goods to be accepted. The customer may not refuse acceptance due to an insignificant defect. If shipping or acceptance is delayed because of circumstances beyond our control, the risk is transferred to the customer as of the date of notification of readiness for shipping or acceptance.

V. Retention of Title We retain all ownership and copyrights of and in tools, specifications, materials, samples, models, cost estimates, drawings, information of a tangible and intangible nature, and the like, including in electronic form; these materials may only be used and reproduced for the purposes of the contract, and must not be made accessible to third parties without our prior written consent. The customer must treat all the contents of the contract, particularly prices and discounts, in strict confidence. The customer also agrees to treat in strict confidence any such information, knowledge and other business secrets as were revealed in connection with the performance of the applicable order and to refrain from passing along to third parties information, documents, documentation, drawings, sketches or any other documents or to otherwise provide third parties with access thereto without our express consent.

We are entitled to insure the goods at the customer's expense against theft, breakage, fire, water and other damage, unless the customer has demonstrably already obtained such insurance.

We reserve title to the goods until all payments from the order have been received and until any and all claims have been paid in full, including future claims, collateral claims arising from the business relationship and outstanding balances on current accounts.

In the event of a breach of contract by the customer – including, without limitation, default of payment or a petition to initiate bankruptcy proceedings – we are entitled to reclaim the goods subject to retention of title or to demand the assignment of entitlements for surren-

der held against third parties. Reclaiming goods subject to retention of title following a breach of contract by the customer does not constitute a withdrawal from the contract. In addition to our right to reclaim the goods, we retain all our rights arising from the purchase agreement, including, without limitation, our rights to compensation for damages and lost profits.

The customer may sell the goods in the ordinary course of business, provided the customer is not in default. The customer hereby assigns the full amount of the receivables arising from the resale or other legal grounds to us as security. The customer is entitled to collect the receivables unless the transaction is revoked; revocation may be declared at any time. Our right to collect the receivables remains unaffected thereby. Upon request, the customer must identify the debtors for the assigned receivables, and notify these debtors of the assignment. We are also entitled to notify the debtors of the assignment.

If the resale of our goods takes place in combination with other goods not belonging to us, for a total price, the customer hereby assigns its receivables arising from the resale to us, in an amount equivalent to the value of the goods.

If the customer installs the goods subject to retention of title as an essential component on a piece of land of a third party, the customer hereby assigns its claim for compensation against that third party, or against such other party as may be concerned, to us in the amount equivalent to the value of such goods. In case of the resale of a piece of land, of which the goods subject to retention of title have become an essential component, the customer hereby assigns the receivables arising from such resale to us as security. If the customer is entitled to a security mortgage under German Civil Code §648, this entitlement shall be transferred to us in the indicated amount. If the goods become an essential component of a piece of land, we may, at our equitable discretion, demand security in the form of a charge on this land in the amount of the outstanding claim.

If the security exceeds the amount of our claims by more than 20%, we will release our claims on request, at our own discretion, in the equivalent amount. Upon satisfaction of our claims, including all collateral claims, all security will be transferred back to the customer.

The customer is not authorized to dispose of the goods subject to retention of title in any other way, including pledging or transferring ownership of them by way of security. The customer must provide immediate written notice to us of attachments and other seizures by third parties of the goods or of the receivables assigned to us. The customer must inform third parties of our title or other rights. The customer will assume the cost of any intervention.

VI. Claims Arising from Defects The customer must examine the goods upon receipt in accordance with §377 of the German Commercial Code ("HGB"), and report defects within 10 business days. In the event of complaints, the allegedly defective goods may not be used without our written consent. Resale, installation or any other use of allegedly defective goods is deemed approval of the goods, indicating performance as contracted, and to that extent precludes the possibility of claims for defects.

The customer must inspect delivered goods for damage sustained in transit immediately after their delivery and must notify us of damage immediately and in writing and document the damage to the carrier.

Action taken to minimize damage does not constitute an acknowledgement of defects. When negotiating about possible complaints regarding defects, we do not waive the defense that the complaint was late, unsubstantiated by the facts or otherwise lacking.

We do not warrant compliance with any special regulations of any kind that apply to the customer's business. Deviations in dimensions, content, materials, weights or coloring as a consequence of the manufacturing process are permitted within the tolerances customary in the industry, except where a guarantee of characteristics exists under German Civil Code §443.

All parts that prove to be defective as a consequence of a circumstance that arises prior to the transfer of risk shall be gratuitously reworked or replaced with defect-free parts, at our discretion. Replaced parts become our property.

The customer must give us the necessary time and opportunity to perform all reworking and replacement deliveries that we may deem necessary; otherwise we will be released from liability for the consequences. The customer himself is entitled to correct the defect, or to have it corrected by third parties, and to demand compensation from us for the necessary expenses, solely in emergencies that jeopardize operating safety, or to avert unreasonably severe damage, in which case we must be notified immediately and in writing. If the customer or a third party performs improper reworking, we will not assume liability for the consequences. The same applies for modifications made to the goods without our prior consent.

In the event that a defect is cured, we must bear any and all costs required to cure the defect, including, without limitation, transportation, labor and material costs, insofar as such costs are not increased by the sold object having been moved to a location other than the place of performance.

The customer is entitled to withdraw from the contract if we fail to act within a fair grace period of not less than 30 days to cure the defect or provide a replacement because of a defect concerning quality. Where only a minor defect exists, the customer is entitled only to a reduction of the contract price. Otherwise, any right to a reduction of the contract price is excluded. Further claims are governed by the liability provisions of these terms and conditions.

We do not extend any warranties for cases of inappropriate or improper use, defective assembly or startup by the customer or third parties, failure to follow the manufacturer's processing guidelines, natural wear and tear, improper or negligent handling or storage, improper maintenance, use of inappropriate supplies, deficient construction work, unsuitable building soil, chemical, electro-chemical, electrical or environmental influences unless we are at fault for such cases. The same applies if modifications have been to the goods, parts have been exchanged or consumable materials have been used that do not conform to the original specifications, unless the fault is not caused by such modifications, parts or materials.

It is the customer's responsibility to obtain any necessary building permits or other authorizations or permits from the authorities. If these are not granted, the customer's duty to accept delivery is not affected.

VII. Liability We are liable to the extent prescribed by law for claims brought by the customer for damages based on willful misconduct or gross negligence, including the willful misconduct or gross negligence of our representatives or delegates. Except where we are accused of an intentional breach of contract, we are only liable to provide compensation for the foreseeable damages that typically occur.

We are liable to the extent prescribed by law if we culpably violate a material contractual obligation or if the customer is entitled to damages instead of specific performance; in this case, however, we are only liable to provide compensation for the foreseeable damages that typically occur. Material contractual obligations are obligations (a) that must be discharged for the contract to be performed properly and (b) that the contracting partners consistently rely upon being discharged.

Liability is excluded in all other regards. This includes, without limitation, liability for compensation for bad faith in precontractual negotiations, for other breaches or for tort claims for compensation for property damage pursuant to German Civil Code §823, and for indirect, collateral, consequential or purely pecuniary damage or loss and for lost profits.

The personal liability for damages borne by our delegates, employees and representatives is subject to the same limitations and exclusions as our liability for damages.

Liability for culpable injuries to life, limb or health remains unaffected thereby; this also applies to mandatory liability under the Product Liability Act (Produkthaftungsgesetz).

These limitations do not apply if more extensive loss or damage is covered by existing business liability insurance. The customer must maintain insurance in the scope customary for the customer's industry and structure (e.g., business interruption insurance).

The goods may only be used in the country for which they have been ordered. The customer bears the sole responsibility and liability for any re-export.

VIII. Time Bar Claims for defects concerning quality are subject to a period of limitation of 12 months. This limitation does not apply where the law prescribes longer periods under German Civil Code §438 (1) No. 2 (construction and construction materials) and §634 a (1) No. 2 (construction defects). The periods prescribed by law apply to claims for damages under our liability provisions.

IX. Applicable Law, Venue and Jurisdiction Oral agreements must be confirmed in writing. Any modifications or additions must be drawn up in writing. This also applies to a waiver of the written form requirement.

Should individual provisions of these general terms and conditions of sale be or become invalid, the validity of the remaining provisions of these general terms and conditions of sale will be unaffected thereby. The contracting parties agree to replace the invalid provision with such provision as most closely approximates the commercial result of the invalid provision. Any present and future work, reworking, repairs, assembly work and disassembly work required on any legal grounds whatsoever in connection with the goods will be performed by us solely on the basis of our general terms and conditions of assembly and repair. By placing an order, the customer accepts these terms and conditions.

German law shall apply. The place of performance is the place we specify for taking delivery. The sole place of venue is Karlsruhe. We are entitled to file suit against the customer at the customer's place of business.