

General Conditions of Sale

1. General

Any orders shall only be carried out on the basis of the following conditions. Any deviating provisions shall be made in writing. Our offers shall always be subject to confirmation.

The order shall be binding for us as soon as we accept it. The acceptance shall be declared by us in writing within three weeks after receipt of the order.

2. Prices

The prices mentioned in the quotation of the contractor shall be valid under the condition that the quotation data which the submittal of quotation is based upon remain unchanged, however, for four months after receipt of the quotation with the customer at the latest. In the case of orders where the delivery goes to third parties, the orderer shall be the customer unless any other express agreement has been made.

The prices of the contractor shall not contain any value-added tax. The prices of the contractor shall be ex works. These shall not contain packaging, freight, postage, insurance and other shipping costs. Any subsequent changes caused by the customer, including the machine breakdown caused thereby, shall be invoiced to the customer.

3. Liability for defects

Immediately upon receipt, the goods shall be inspected for transport defects. Any apparent damages shall be reported to the transport company within three days after receipt of the goods.

Any apparent damages of the goods, which also includes quantity deviations, shall be reported to us immediately in writing, however, within two weeks after delivery at the latest. For the rest, §§ 377 and 378 German Commercial Code shall be valid for businessmen with the proviso that the notification of the defect must be made in writing.

In the case of any defects, which also comprises any lack of assured properties, the defective parts shall be replaced free of charge or repaired, whereby any possible repairs shall be carried out in our discretion, either on the spot or free of charge in our factory. For any defects due to improper use or any repairs made by third parties without our approval, no guarantee shall be assumed. If we let an appropriate time extension set for us with regard to the subsequent delivery or remedy expire in vain through our fault and if several subsequent deliveries or remedies do not result in a removal of defects, then the orderer, under the exclusion of further rights, shall be entitled to rescind the contract or to reduce the remuneration. The statutory regulations in the case of a lack of assured properties shall remain unaffected.

We shall not be liable for any defects within the context of guarantee due to a breach of contractual accessory obligations, consultancy errors, tort or other fault liability, namely also in particular due to damages not arising in the delivery item itself, unless an intent or gross negligence or the breach of an essential contractual duty is at hand.

4. Deliveries and delivery times

Partial deliveries shall be admissible. Subject to any other agreements, the order shall be executed in such a way that it shall be delivered at once. If deliveries on call have been agreed upon, any calls shall be made one year after the placing of the order at the latest unless anything else has been agreed upon. If the number of devices purchased on call is not bought at the fixed time we shall be entitled to send and invoice the remaining devices to the orderer at our option or to demand claim for damages for each device not bought, namely in the amount of 10% of the list price unless the orderer substantiates that a lower damage has occurred. If an acceptance time is agreed upon, the calls regarding the individual partial deliveries shall be made in such good time so that a proper production and delivery within the contractual time limit is possible.

Any delivery times shall begin on the date of our order acceptance, however, not before any and all details of the order have been clarified. Regarding the adherence to delivery times, the moment of sending ex stock Regensburg shall be decisive. If force majeure, strike or lockouts or other events beyond our will - regardless of whether such have occurred within our factory or at one of our subcontractors - prevents the performance of our delivery duty, the delivery time shall be prolonged by the duration of the disturbance. If such events render the delivery subsequently impossible or unreasonable for one of the parties, both parties shall be entitled to rescind the contract. In the case of a delay in delivery or impossibility represented by us, the orderer shall be able to rescind the contract, however, in the case of a delay in delivery only after he has given us a corresponding time extension.

Any claims for damages due to non-performance or compensation of delay damages shall be excluded unless we are to blame for intent or gross negligence or an essential breach of contract.

5. Terms of payment

Unless otherwise expressly agreed upon, the following terms of payment shall apply: within 10 days with 2% discount or 30 days net cash after the invoice date.

If the contract provides for cash payment on delivery, also a delivery and payment cash on delivery shall expressly be agreed upon. Any payments shall only be made to us into our bank account. Failing any express prior agreements, we shall reserve, case by case, the decision as to an acceptance of bills of exchange. The costs for discounting and collection shall be at the expense of the orderer.

Any bills of exchange shall only be accepted on account of payment. Any deduction of agreed discounts shall not be admissible if the orderer is in arrears with regard to a different invoice.

Regarding default interest, interest in the amount of the bank-customary interest for uncovered current account credits, however, at least in the amount of 1% per month, shall be assessed in addition to the arrears. The assertion of a higher damage caused by delay shall remain reserved. It shall be reserved to the orderer to substantiate a lower damage.

If the orderer is in default to pay an invoice or if after the contract conclusion it becomes known that due to the bad financial circumstances of the orderer a settlement of the claims cannot be reckoned with, e.g. suspension of payment, institution of an insolvency proceeding over the property of the orderer, business liquidation, institution of enforcement measures against the orderer, we shall be entitled to demand the immediate payment of any and all still unsettled invoices, also of the invoices not yet due, including the current bills of exchange and the deferred amounts and that the fulfilment of concluded delivery contracts only be carried out on security or against prepayment. Any further claims on the grounds of the statutory regulations in the case of a delay shall remain unaffected thereby. If the orderer, when payment by instalments is agreed upon, falls behind with two consecutive instalments in whole or in part, and if the amount in arrears equals at least to the 10th part of the invoice amount, we shall be entitled to either rescind the contract or to demand the entire remaining purchase price sum at once in its complete amount.

Any set-off shall only be admissible with a counterclaim acknowledged by us or which is determined in a final and absolute manner. Any rights of retention due to counterclaims shall be excluded as far as they are not based upon the same contractual relationship.

6. Reservation of title and extended reservation of title

Until any and all unsettled claims arising out of the business relationship, including ancillary expenses and interest are paid, the goods delivered shall remain our property. This shall also be valid until any cashing of bills of exchange and cheques for such claims is effected. In the case of a current account, the reserved property with its definitions shall serve as a security of our balance claim. If we, upon payment of our claims within the context of a refinancing deal, trigger an obligation, the reservation of title with its abovementioned and following definitions shall exist as long as the refinancing bill of exchange is honoured by the orderer. The orderer shall only be entitled to resell the goods in the ordinary course of business. The orderer shall hereby assign his resale claims to us. The orderer shall hereby accept the assignment. In the case of default at the latest, the orderer shall be obliged to name the debtor of the claim assigned. If the value of the securities existing for us exceeds its claim by a total of more than 20%, we shall be obliged, at the request of the orderer or a third party impaired by the over-collateralisation, to release securities in this respect at our option.

When handling and processing goods of the contractor and of goods owned by the contractor, the latter shall be considered manufacturer under § 950 German Civil Code and shall, in any moment of processing, retain the property of the products. If third parties are involved in handling and processing, the contractor shall be limited to receive a co-owner's interest in the amount of the invoice value of the reserved property. The property so acquired shall be considered as reserved property.

7. General liability

Any claims for damages of any nature whatsoever against us, our legal representatives and vicarious agents, namely also in particular due to damages not arising in the delivery item itself, due to a breach of contractual accessory obligations, consultancy errors, culpa in contrahendo and tort shall be excluded unless an intent or gross negligence or an essential breach of contract is at hand.

If, for whatever legal grounds, claims for damages in individual cases cannot be excluded, yet their amount be limited, such claims shall be limited, in any case, to the damage foreseeable upon contract conclusion. This shall also be applicable for the cases in item 3 and 4, last paragraph each.

The above exclusions of liability and limitations on liability shall not be valid for damages we are liable for in accordance with the national implementing laws of the EC Directive on Product Liability.

8. Place of performance, place of jurisdiction, applicable law

The place of performance shall be Regensburg.

The place of jurisdiction in the case of disputes with general merchants and persons not having a general place of jurisdiction at home - also regarding actions on bills of exchange and actions on cheques and summary procedures where the plaintiff relies entirely on documentary evidence - shall be Regensburg. Regarding the contractual relationship, German law shall be applicable. The UN Sales Convention shall be excluded.

Due to any ineffectiveness of one or several provisions the effectiveness of the remaining provisions shall not be affected.