



General Terms of Business

(Terms of Sales, Payment and Delivery)

As of 11/2014

General Terms of Business and Delivery of COBOC GmbH & Co. KG for consumers / end customers

The terms quoted below apply only to transactions between Coboc GmbH & Co. KG and consumers/end customers. If customers are companies, merchants/traders or corporate bodies under public law, "General Terms of Business and Delivery of COBOC GmbH & Co. KG for companies, merchants/traders or corporate bodies under public law" will apply.

1. General

Our supplies, services and offers are based exclusively on these terms. Any deviations from these terms are to be in writing. These terms and conditions will be deemed to have been accepted, at the latest, upon placing an order by the customer.

1. Conclusion of contract

The buyer is engaged to the order at most to 4 weeks. The sales contract is only concluded after the seller has confirmed order acceptance in writing within the period stated or has effected delivery. In the event of a decline of the offer, the seller must notify the orderer immediately after the relevant circumstances have come to attention.

All agreements shall be made in writing. This also applies to subsidiary agreements and commitments as well as to subsequent contractual alterations.

2. Prices

The price of the object of purchase is without discount or other reductions. Agreed supplementary services shall be charged additionally.

3. Payments / Delay of payment

Sale price and costs for secondary services are to be paid with transfer of the purchase object – or, at the latest, 8 days after receipt of the notification of readiness for delivery and handing over or sending the invoice.

If the purchaser defaults on his payments, we shall be entitled to withdraw from the contract or to claim payment of damages due to non-performance after setting an appropriate period of grace.

In the event of delay of payment, the seller is entitled to demand default interest relevant to the amount defined in statutory regulation § 288 of the German Civil Code. Default interest may be defined higher or lower if the seller can prove charges including a higher interest rate or if the purchaser can prove lower costs.

4. Delivery / Delay of delivery

Delivery dates may be binding or non-binding, an agreement in any case requires written form. In the event of any subsequent amendments to the contract, as required, a new date of delivery shall be agreed upon at the same time.

Four weeks after transgression of the non-binding delivery date, the purchaser may prompt the seller in writing to effect delivery within an adequate period. With this reminder, the seller shall be in default with delivery.

If non-compliance of terms is due to acts beyond control such as mobilisation, war, rebellion or similar events such as strikes or lockouts, terms are extended adequately.

The manufacturer reserves the right to make changes to the design, form, colour and specification during the delivery period, provided that the object of purchase is not changed significantly and the changes are reasonable for the customer.

5. Acceptance

The purchaser is entitled to examine the sales object within eight days after receipt of the notification of readiness for delivery at the agreed place of acceptance. The purchaser is obliged to accept the sales object within the period mentioned above.

If the purchaser delays acceptance of the sales object for more than 14 days from receipt of the notification of readiness for delivery, the seller is entitled to withdraw from contract or to demand compensation due to non-performance after setting a further time limit of 14 days.

Should the purchased object be driven on a test drive before its acceptance by the purchaser or his representative, then the purchaser shall be liable for damages resulting to the purchased object. This shall not apply, if the purchaser is not to blame for the damage.

6. Reservation of ownership

In accordance with legal regulations, the seller reserves ownership of the object of purchase until full payment is made. Based on the reservation of ownership, the seller may claim return of the goods in cases where he has withdrawn from the contract.

7. Limited Warranty

Under EU law and for products that were purchased new, the seller offers limited warranty on material and manufacturing defects of at least 2 years after the date of purchase. This covers defects which already existed at the time of sale/change of ownership. For used products or where EU law is not applied, limited warranty is limited to one year. Damages and defects that were known to the purchaser at the time of sale are excluded from warranty.

This limited warranty does not apply to normal wear and tear, nor to defects that result from abuse, neglect, improper assembly, improper maintenance, alteration, collision, crash, or misuse.

Further warranties and more detailed information are found in "Warranty Conditions of Coboc GmbH & Co. KG".

Except as expressly set forth above, Coboc disclaims all other warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, to the extent authorized by law. Coboc's responsibility for warranty claims is limited to, at Coboc's sole discretion, reimbursement of the original purchase price or replacement of the product with the same or similar product. Notwithstanding anything in these terms to the contrary, Coboc shall not be held liable for punitive, indirect, incidental or consequential damages including without limitation, liability for loss of use, loss of profits, loss of Product or business interruption however the same may be caused, including fault or negligence of Coboc.

In order to exercise rights under this limited warranty, Customers must return the affected Product to Coboc (Heidelberg, Germany). Customers must pay the costs of return shipment.

Coboc reserves the right to modify this limited warranty at any time, in its sole discretion.

8. Place of fulfilment and jurisdiction



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Place of fulfilment and sole court of jurisdiction for supplies, services, payments all disputes arising from this contract shall be the registered residence of the purchaser.

This contract shall be governed by German law with the exception of the Vienna UN Agreement of April 11, 1980. The language for negotiations shall be German.

Should any provision of these General Terms be or become invalid, the other provisions shall not be affected thereby. The invalid provision will be replaced by a valid provision, the content and purpose of which is as similar as possible to that of the invalid provision.

General Terms of Business and Delivery of COBOC GmbH & Co. KG for companies, merchants/traders or corporate bodies under public law

1. General

1.1. Our supplies, services and offers are based exclusively on these terms. Any deviations from these terms are to be in writing. These terms and conditions will be deemed to have been accepted, at the latest, upon taking delivery of the goods or service. We will not recognize any terms of the customer which conflict with, or deviate from our terms unless these have been explicitly accepted by us in writing. Our terms will also apply when we deliver goods to the customer unconditionally even though we are aware of terms of the customer which conflict with, or deviate from our own terms of business. The version of our terms applicable at the time will also apply to all future business relations.

1.2. The customer is not entitled to assign claims against us.

1.3. Agreements, contractually specified uses, acceptance of procurement risks, warranties, or any other assurances prior to, or upon conclusion of the contract, shall be effective only when same are in writing or have been agreed upon in electronic form. Insofar as reference is made to the written form in these General Terms of Business and Delivery, this requirement shall also be deemed to be fulfilled by observing the electronic form.

2. Offer, scope of supply or service, delivery period, transfer of risk and return deliveries

2.1. Our offers shall be non-binding until the order is confirmed in writing. Goods shall be subject to prior sale.

2.2. Our written order confirmation shall be definitive as far as the scope of supply or service is concerned. Same shall apply to any offer made by us provided the offer is accepted and no confirmation has been received.

2.3. Documents such as cost estimates, drawings, diagrams, dimensions, weights, or any other performance data shall be deemed to be binding only when same are explicitly agreed upon in writing. We reserve the ownership rights and copyright in respect of cost estimates, drawings, plans and other documents (e.g., also in the case of tender invitations). The aforementioned documents are not to be made accessible to third parties without obtaining our prior written consent. Said documents must be returned to us immediately upon request should we not receive the order.

2.4. We reserve the right to make alterations for technical reasons in terms of manufacturing, as well as to deviate from dimensions, weights, colours, samples etc., provided same are deemed reasonable as far as the customer is concerned. This applies, in particular, to alterations and/or deviations which contribute towards maintaining or increasing the value of the

goods. The same shall also apply analogously to subsequent deliveries.

2.5. Partial deliveries of a reasonable size are permissible and can be independently invoiced provided the customer's interests are protected, in particular, the scope of supply is not changed and, taking into consideration the type of object of performance and its typical use, the customer can be reasonably expected to accept a delivery in parts and at different intervals of time.

2.6. Delivery periods and dates shall be deemed to be agreed as approximate unless we explicitly provide legally-binding written confirmation thereof. The delivery period shall begin upon dispatch of the order confirmation, however, not before all the execution details have been clarified, especially not before the customer has provided the required information, documents and permits and the agreed down payment has been received. Should these prerequisites not be fulfilled, the delivery period shall be extended appropriately. The supplier's adherence to the delivery period shall be dependent upon the customer fulfilling his/her contractual obligations.

The delivery period shall also be deemed to have been adhered to when the article of sale has been dispatched, at the latest, on the 14th calendar day after the delivery date or readiness for dispatch has been notified.

2.7. The delivery period shall be appropriately extended where action is necessary within the framework of labour disputes, as well as in the case of unforeseen obstacles over which we have no control (e.g., shortages of materials, energy and manpower, as well as insufficient transportation capacity, production disturbances, traffic disruptions, official orders, etc.) insofar as it is established that such obstacles have a decisive effect upon the production or delivery of the article of sale. Same shall also apply to subcontractors and sub-suppliers in the same situation. We shall also not accept responsibility for the above-described circumstances if they occur during an already prevailing delay in performance, provided such delay was not intentional or due to gross negligence on our part. In important cases, we shall inform the customer as soon as possible of the occurrence and cessation of any such obstacles.

2.8. In case of delayed deliveries, the customer shall be able to withdraw from the contract only upon the abortive expiry of a reasonable period of grace specified by the customer in writing (unless the setting of a time limit is not required by law) and when notification that the goods are ready for dispatch has not been given by that time. Same shall also apply in the case of a partial delay or partial impossibility. The consequences of the delayed delivery or impossibility of performance shall be determined according to clause 6.

Insofar as we are responsible for the non-observance of bindingly promised deadlines and dates or we are in default, the customer shall be entitled to compensation for damage resulting from delay in the amount of 0.5% of the value of the invoice for each complete week of delay, at the most, however, up to a total of 5% of the invoice value of the supplies and services affected by the delay. Any claims above and beyond this shall be excluded unless we are responsible for the delay at least due to gross negligence or damage is concerned which arises from injury to life, health or body for which we are responsible at least due to negligence.

2.9. Conclusion of the contract requires correct delivery by our suppliers in good time. Should we not be responsible for non-delivery or delayed delivery by our suppliers, we shall be entitled to withdraw from the contract concluded. Any consideration already executed will be reimbursed without



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undue delay. For the rest, clause 6 shall apply with respect to claims for damages.

2.10. Should the goods or object of performance not be collected by the customer by the agreed date, should dispatch be postponed at the request of the customer, or should the customer fail to collect the goods or object of performance after having received notification of readiness including a reminder, the customer shall be charged the costs incurred for storage and financing, beginning from expiry of the agreed date, notification of readiness, or receipt of the reminder, at a rate of at least 0.5% (up to a maximum total of 5%) of the relevant invoice amount for each month or part thereof that collection is delayed, unless the customer can provide evidence of lower costs. We expressly reserve the right to claim higher damages.

We shall, however, be entitled, after the setting and abortive expiry of a reasonable time limit, to dispose of the article of sale in another way and to supply the customer with another article of sale within a reasonable extended period of time.

The aforementioned conditions shall apply analogously to any agreed additional or subsequent orders which lead to a delay in delivery of the goods.

2.11. Should the customer not accept the goods or object of performance and should we, for this reason, withdraw from the contract, we shall be entitled to claim from the customer a cancellation fee of 15% of the invoice amount unless said customer provides evidence of lower costs. We expressly reserve the right to claim higher damages.

2.12. The risk (transport and remuneration risk) shall pass to the customer upon transfer of the delivery item to the customer, forwarding agent, carrier or other persons responsible for executing shipment, irrespective of whether with own or external means of transport. The same shall also apply in the case of a free-of-charge delivery. Should shipment be delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day of readiness for shipment; however, we shall be obliged to take out the insurances requested by the customer at the customer's cost.

2.13. Delivered objects, even if they have minor defects, are to be taken delivery of by the customer without prejudicing the rights of same in accordance with clause 5, even if they deviate only insignificantly from the agreed quality or their usability is only insignificantly limited.

2.14. Should shipment be delayed as a result of circumstances for which the customer is responsible, risk shall pass to the customer from the day of notification of readiness for shipment; however, we shall be obliged to take out the insurances requested by the customer at the customer's cost.

We shall be entitled, at our discretion, to store the delivery item in accordance with clause 2.10 above at the cost of the customer and to demand immediate payment of the price, or in the case of delivery on credit, to add the delivery time to the term of the credit.

2.15. We shall be entitled to award subcontracts.

3. Prices and terms of payment

3.1. In the absence of a special agreement, the prices shall apply ex works/store, excluding loading and packaging. The legally applicable VAT rate must be added to the prices.

3.2. In the absence of a special agreement, our invoices within Germany shall be payable within 15 days from the date of the invoice. In special cases, we reserve the right to collect invoice amounts per cash on delivery, or to insist on payment prior to delivery.

As far as all payments are concerned, the date of payment shall be deemed to be the date on which we can dispose of

the money or on which the bank confirms to us that payment has been received.

3.3. Should one or more of the following factors, such as energy costs and/or costs for raw/primary material and/or costs for auxiliary and operating materials and/or costs for procuring the delivery item if it is purchased from sub- or upstream suppliers, increase in the period between conclusion of the contract and the day of delivery, we shall be entitled to adjust the price by the amount the procurement or manufacturing costs of the delivery item have increased. However, within the framework of adjustment, such costs as are stated in sentence 1 which have become lower in the period referred to in sentence 1 shall be taken into account by way of a reduction. In case of an increase in price, we shall state the cost increases and reductions according to the type and amount. Should the price increase exceed 5% of the originally agreed price, the customer shall be entitled to withdraw from the contract.

3.4. Any agreed discounts, rebates or other reductions shall be dependent upon proper fulfilment of all provisional or partially non-fulfilled agreements between the customer and our company at the time the contract is concluded.

3.5. Cheques and bills of exchange shall only be accepted upon prior agreement and on account of payment. Charges shall always be borne by the customer and payable immediately.

3.6. Our representatives and other employees are not entitled to accept payments without written authority to collect or to accept any obligations on our behalf.

3.7. The withholding of payments or setting off against counter-claims of the customer shall not be permitted except as provided for in clause 3.8., unless it has been established that the counter-claims are undisputed or are *res judicata*.

3.8. In the case of justified and accepted notices of defects, the customer shall be entitled to withhold payments in reasonable proportion to the defects. Should a notice of defect not be justified and not be accepted by us, we shall be entitled to demand compensation from the customer for any expenditure incurred.

3.9. In case of delay, we shall be entitled to charge the legal rate of interest. The right to submit a further claim for damages is reserved in case of delay. In case of delay, all other claims vis-à-vis the customer arising from deliveries or services shall be payable immediately irrespective of any agreed/deferred payment dates.

3.10. Should our entitlement to consideration be at risk due to the inability to pay of the customer and we become aware of said risk only after conclusion of the contract, irrespective of the mode of payment specified in the contract, we shall be entitled to demand payment of the purchase price prior to delivery of the goods. Should the customer not comply with this demand or should he not provide security through a third party, we shall be entitled to withdraw from the contract after 14 days have elapsed, reserving the right to claim damages.

4. Reservation of ownership

4.1. We shall reserve ownership of the article of sale (conditional commodity) until payment in full has been effected.

We shall also reserve ownership until all claims to which we are entitled vis-à-vis the customer on whatever legal grounds at the time the contract is concluded and in the future which ensue from the business relationship, including any refinancing or acceptor's bills relating to the goods delivered, are satisfied. Payments made against a customer's promissory note issued by us shall only be deemed to be payment when the bill of



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exchange has been redeemed by the drawee and we are thus released from liability for the bill of exchange.

The inclusion of individual claims in a current account, as well as drawing up a balance and its acceptance, shall not affect our right of ownership.

The customer shall be obliged to treat the conditional commodity with care, in particular, he shall be obliged to adequately insure such goods for the original value at his own cost against damage caused by fire, water and theft. Should maintenance and inspection work be necessary, the customer shall regularly perform same at his own cost. The customer is to notify damage to, or destruction of the goods without undue delay.

4.2. The treatment and processing of the conditional commodity shall be effected for us as the manufacturer in terms of Section 950 of the German Civil Code without any liability on our part. The treated and processed article shall be deemed to be a conditional commodity in terms of clause 4.1. Should the customer process, combine and mix the conditional commodity with other articles which do not belong to us, we shall be entitled to co-ownership of the new article in proportion to the invoice value of the conditional commodity in relation to the invoice value of the other goods used.

Should our ownership extinguish as a result of combination or mixing, the customer shall even now transfer to us his/her right of ownership to the new stock and the object to the extent of the invoice value of the conditional commodity and shall keep same in safe custody for us free of charge.

The customer shall protect the (co-)ownership at no cost to us. Our co-ownership rights shall be deemed to be a conditional commodity in terms of clause 4.1.

4.3. The customer may only sell the conditional commodity in the normal course of business subject to customary commercial terms and conditions provided he/she is not in delay and provided the accounts receivable from the resale are transferred to us in accordance with clauses 4.4 to 4.6. The customer shall not be entitled to dispose of the conditional commodity in any other way.

4.4. The customer even now completely assigns to us claims with regard to the conditional commodity arising from resale or other legal grounds (e.g., insurance, tort) (including all current account balance claims). These serve as security for our claims to the same extent as the conditional commodity in accordance with clause 4.1. Should the conditional commodity be sold by the purchaser together with other goods not sold by us, the claim arising from the resale shall be assigned to us at a ratio of the invoice value of the conditional commodity to the invoice values of the other goods used. Upon the sale of goods in which we have co-ownership shares in accordance with clause 4.2, we shall be assigned a portion equivalent to our co-ownership share. Should the conditional commodity be used by the purchaser to perform a contract for work and services, the claim arising from the contract for work and services shall be assigned to us in advance to the same extent. We herewith accept the aforementioned assignments.

4.5. The customer shall be entitled to collect claims deriving from the resale. This authorisation to collect shall extinguish should it be revoked by us. We shall make use of our power of revocation only should we become aware that the customer's financial circumstances have deteriorated so substantially as to put our claim for payment at risk, particularly in case of delay, non-payment of a bill or cheque, or an application to open insolvency proceedings.

The customer shall be obliged, at our request, to immediately inform his/her customers of the assignment to us and to provide us with the documents necessary for collection.

4.6. Should the terms of the contract between the third-party debtor and the customer effectively limit the right of assignment or should the third-party make assignment dependent upon his/her agreement, we are to be informed of this in writing immediately. In such case, we shall, according to clause 4.5 above, herewith be irrevocably authorized to collect the claim due to us on behalf and for the account of the customer. The customer shall, at the same time, irrevocably order the third-party debtor to remit payment to us.

The customer shall immediately inform us of any attachment or other impairment by third parties. The customer shall bear all costs incurred in cancelling the attachment or in returning the conditional commodity unless same are reimbursed by third parties.

4.7. Should the realizable value of the existing securities exceed our claims by a total of more than 20 %, we shall be obliged to release securities at our option at the request of the customer or a third party prejudiced by our excess security.

4.8. In case of a breach of duty on the part of the customer, especially in case of delayed payment, we shall be entitled to withdraw from the contract and to demand the return of the conditional commodity - without prejudice to other claims for compensation - after the abortive expiry of a reasonable time limit for payment which the customer has been set; the statutory provisions regarding the dispensability of setting a time limit shall remain unaffected. The customer shall be obliged to surrender possession and to assign any claims for return of property. We shall be entitled to enter the customer's premises for the purpose of retrieving the conditional commodity. The same shall apply should other circumstances arise that would suggest a substantial deterioration in the customer's financial circumstances and put our claims for payment at risk.

A credit note will be issued for the repossessed goods to the value of the original invoice amount less a lump sum payment of 5% for each month or part thereof which elapses between delivery and repossession. We shall be entitled to provide grounds for higher compensation and the customer for lower compensation.

5. Material defects and defects in title

5.1. Documents and data relating to items and services supplied, as well as to the intended purpose (e.g., drawings, diagrams, dimensions, weights, practical values and other performance data), whether or not these have been specifically agreed upon in writing, are to be regarded solely as descriptions and/or identification and not as warranties, guaranteed characteristics, contractually prescribed uses, or similar, and are to be regarded as approximations. The right to make variations which are customary in this line of business is reserved insofar as same are deemed reasonable from the customer's point of view, i.e., in particular when, as a result thereof, the value of the goods is maintained or improved.

Our drivers and third-party drivers are not authorized to take delivery of notices of defects. Notices of defects shall not, under any circumstances, be accepted after the goods have been treated or processed insofar as the defect was detectable during the inspection in the state as delivered.

5.2. The delivered objects are to be inspected thoroughly and carefully without undue delay upon delivery to, or collection by the customer or delivery to, or collection by a third party appointed by same. They shall be deemed to have been approved if we have not received, within 7 working days



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(Monday to Saturday) after delivery or collection of the delivery item or otherwise within 7 working days after discovery of the defect or the point in time at which the defect was discernible for the customer during normal use of the delivery item, a written complaint regarding obvious defects or other defects which were discernible during a careful and immediate inspection. The defective objects are to be held in readiness for inspection by us in the state in which they were at the point in time the defect was ascertained. Over- and underweight deliveries within commercial limits are not grounds for complaints and price reductions. Section 377 of the German Commercial Code applies with respect to merchants.

5.3. Should newly manufactured items or a contract for work and services be concerned, claims for material defects shall become statute-barred upon expiry of 12 months since delivery of the delivery item to the customer unless the customer has resold the unused delivery item and we have received the completed and signed machine registration from the customer without undue delay after delivery of the delivery item to the purchaser; in such case, the claims for material defects shall end upon expiry of 12 months after delivery of the delivery item to the purchaser of the customer. The shortened limitation period shall not apply insofar as the law pursuant to section 438, paragraph 1 No. 2 (Buildings and items for buildings), section 479, paragraph 1 (Right of recourse) and section 634 a, paragraph 1, No. 2 (Structural defects) of the German Civil Code prescribes longer periods. Should used goods be supplied – unless otherwise prescribed in statutory regulations and other agreements – all claims for material defects shall be excluded. The shortened limitation period and exclusion of liability shall not apply in cases of wilful or negligent injury to life, body or health, in the case of a wilful or grossly negligent breach of an obligation on our part and in the case of fraudulent non-disclosure of a defect. The statutory regulations regarding the beginning, expiry, suspension, and recommencement of the limitation periods shall remain unaffected.

5.4. In case of material defects, we shall first be given the opportunity to supplement our performance within a reasonable period of time, whereby we shall have the option, subject to Section 478 of the German Civil Code - of either remedying the defect or of delivering a non-defective item. In the latter case, the customer shall be obliged to return the defective article to us upon our request, in accordance with the statutory regulations. Should the supplementary performance be unsuccessful, or should we finally and absolutely refuse supplementary performance, or should we be able to refuse supplementary performance pursuant to Section 439, paragraph 3, of the German Civil Code, or can the customer not be reasonably expected to accept the supplementary performance, or should Section 323, paragraph 2, of the German Civil Code be applicable in this case, the customer shall be entitled to withdraw from the contract or to reduce the valuable consideration without prejudicing any claims for compensation in accordance with clause 6.

5.5. Subject to Section 478 of the German Civil Code, there shall be no warranty claims in case of insignificant deviations from the agreed quality, minor impairment of usefulness, natural wear and tear or damage arising after the transfer of risk as a result of improper or negligent handling and storage, excessive strain, unsuitable operating equipment, or arising from particular outside influences which are not provided for in the contract, or from nonreproducible software errors. Claims based on defects attributable to

improper modifications or repair work carried out by the customer or third parties and the consequences thereof shall likewise be excluded.

5.6. The customer's right of recourse against us pursuant to Section 478 of the German Civil Code (customer's recourse) shall be limited to cases where the customer has not concluded any agreements with his/her purchaser which exceed the scope of the statutory provisions governing claims based on defects. The extent of the customer's right of recourse against us pursuant to Section 478, paragraph 2, of the German Civil Code shall be as specified in clause 5.7 below.

5.7. The customer shall not be entitled to claim compensation for expenses incurred for the purpose of supplementary performance, in particular costs for transportation, travel, labour and material, should the expenses increase because the article of sale has subsequently been transferred to a location other than the place of business of the customer, unless said transfer is in accordance with the intended use of the item.

5.8. For the rest, claims for damages shall be governed by clause 6. The customer shall not be entitled to make any further claims, or claims other than those specified in said clause, against us or our subcontractors due to a material defect.

5.9. We shall not accept any liability for claims for material defects in cases where the article of sale is subject to regulations outside the territory of the Federal Republic of Germany which exceed the German regulations.

5.10. Complaints regarding partial deliveries shall not be grounds for refusing delivery of the balance of deliveries unless the customer is not interested in the latter due to defects in the partial deliveries.

5.11. The provisions in clauses 5.1 to 5.10 shall also apply in the case of defects in title.

6. Claims of the customer based upon delayed delivery, impossibility of delivery and other breaches of duty

6.1. Unless otherwise provided for in clauses 6.2 to 6.6, all claims of the customer for damages due to delayed delivery, impossibility of delivery or based on any other legal grounds, in particular due to breach of duty arising from the obligation relationship and from unlawful acts, shall be excluded. Same shall apply both to claims of the customer for damages and to claims for reimbursement of expenses.

6.2. The aforesaid exemption from liability shall not apply

- a) in cases of intent or gross negligence,
- b) to damage arising from injury to life, body or health which are attributable to a negligent breach of duty on our part or to a deliberate or negligent breach of duty on the part of persons legally representing our company or one of our subcontractors,
- c) claims pursuant to product liability law,
- d) claims pursuant to any other mandatory statutory regulations, or

e) due to the breach of essential contractual obligations by us. Essential contractual obligations are obligations the fulfilment of which is essential for proper performance of the contract and on the observance of which the orderer may normally rely. Claims for damages due to the breach of essential contractual obligations shall, however, be limited to contractually typical, foreseeable damage, provided no intent or gross negligence is involved or liability exists for negligent or wilful injury to life, body or health.

The aforementioned rules do not entail any changes to the legal burden of proof to the disadvantage of the customer.

6.3. The aforementioned exclusion of liability and aforementioned limitation of liability apply to the same extent



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for the benefit of our executive bodies, legal representatives, salaried employees, and other vicarious agents.

6.4. Any claims for damages or for reimbursement of expenses resulting from defects, to which the customer is entitled in accordance with clauses 6.1 to 6.3, shall become statute-barred upon expiry of the periods of limitation applicable to claims for material defects in accordance with clause 5.3 above. The statutory periods of limitation shall apply where claims are made for damages under product liability law.

6.5. The aforesaid liability exemptions and limitations shall not apply in cases where a stricter liability has been contractually agreed or can be implied from the other content of the obligation relationship, also in particular with regard to the provision of a warranty or assumption of a procurement risk.

6.6. The customer shall not be entitled to claim for damages in lieu of performance should our breach of obligations be negligible.

6.7. Notwithstanding the aforesaid limitations, any legal right of the customer to withdraw from the contract shall remain unaffected hereby. However, in cases of a breach of obligation not related to a defect in the goods, it is required that we are responsible for said breach.

7. Applicable law, venue and miscellaneous

7.1. This contract shall be governed by German law with the exception of the Vienna UN Agreement of April 11, 1980. The language for negotiations shall be German.

7.2. The place of performance for the customer's obligations and for our obligations shall be the principal place of business of our company.

7.3. The venue for all current and future claims arising from the business relationship, including claims based on bills of exchange and cheques, shall be Heidelberg should the customer be a merchant, legal entity or a special fund under public law. Said venue shall also apply when the customer has no general venue in Germany, moves his/her home or usual place of residence abroad after conclusion of the contract or if his/her address or usual place of residence is not known at the time when legal proceedings are instituted.

7.4. Should any provision of these General Terms be or become invalid, the other provisions shall not be affected thereby. The invalid provision will be replaced by a valid provision, the content and purpose of which is as similar as possible to that of the invalid provision.