

1. General Provisions

These General Sales Conditions apply to all our contracts, offers, deliveries, and other performances, even those we will make in the future. The applicability of General Terms and Conditions, if any, of the Purchaser is hereby refused even in the event that they are transmitted to us in the context of a written confirmation or in any other manner. Our conditions of sale are also valid if delivery to the customer is performed without reservation even if we should have knowledge about any conditions of the customer to the contrary or differing from our conditions of sale.

2. Offer and Conclusion of Contract

2.1 Any offers of the seller are non-binding and subject to confirmation, insofar as these are not explicitly indicated as binding or subject to a specific term of acceptance. Commissions or orders may be accepted by the seller within a term of two weeks upon reception.

2.2 The legal relationship between buyer and seller is exclusively determined by the contract of sale concluded in written form, including these Standard Conditions of Sale. The contract comprises the complete agreements between the parties to the contract with respect to the subject matter of the contract. Any oral promises of the seller given prior to the conclusion of this contract are legally non-binding; oral agreements between the parties to the contract are substituted by the contract in written form, insofar as it does not explicitly result from the individual agreements that these are to remain binding. Supplements or amendments of the concluded agreements including these terms and conditions require written form in order to become effective. The seller's employees are not entitled to conclude any differing oral agreements, with the exception of Managing Directors or authorized signatories. Written form is sufficiently observed in the case of a telefax message. Telecommunication, especially via email, is insufficient.

2.3 Information of the seller with respect to the subject of delivery or performance (e. g., weights, dimensions, functionalities, loading capacity, tolerances, and technical data), as well as our representation of such (e. g., drawings and figures) are only approximately representative, insofar as the applicability for the purpose as provided for in the contract does not require exact accordance. These do not represent guaranteed quality features, but descriptions or identifications of the delivery or performance instead. Customary deviations or deviations subject to legal requirements or representing technical improvements, as well as the substitution of components by equivalent parts, are permissible insofar as these do not restrict the applicability for the purpose as provided for in the contract.

3. Prices

3.1 In the absence of a different agreement, the price list that is valid at the time the contract is entered into shall apply.

3.2 Unless otherwise agreed, all prices stated are ex warehouse plus the cost of packaging and shipment and plus statutory VAT.

3.3 Having informed the buyer in due time and prior to delivery of the products, the seller reserves the right to increase the price of the products in such a way as may be required by the general price development out of the seller's control (such as exchange rate fluctuations, currency rules, tariff modifications) or a change of suppliers.

4. Payment, Setoff, Retention

4.1 As for the timeliness of payments, the point in time at which we receive the relevant amounts or the point in time the relevant amounts are credited to our account without reservations shall be decisive.

4.2 We are under no obligation to accept payment by check or by bill of exchange; in all cases, checks and bills of exchange shall be issued on behalf of performance only. The issue of checks or bills of exchange does not lead to a deferral of our claim. The costs in connection with the realization of a check or bill of exchange are to be borne by the Purchaser.

If the purchase price is paid with means of payment which the Purchaser has obtained by discounting an acceptor's bill of exchange, the claim for payment of the purchase price expires only when the Purchaser cashes the bill of exchange.

4.3 If more than one claim against the Purchaser is outstanding and if a payment from the Purchaser is not sufficient to settle all claims, the claims will be settled in accordance with the statutory regulations (Sec. 366 para. 2 of the German Civil Code) even if the Purchaser has made the relevant payment explicitly with regard to a specific claim.

4.4 The Purchaser is entitled to a possible statutory setoff right only with regard to undisputed claims or with regard to claims that have been established by a final and conclusive declaratory judgment or that are ready for a decision. The Purchaser is entitled to a possible statutory retention right or right to refuse performance (for example, because of defects of the item) only with regard to such undisputed claims or with regard to such claims that have been established by a final and conclusive declaratory judgment or that are ready for a decision as arise from the same contractual relationship with us.

5. Delivery, Performance, Passing of Risk

5.1 Our obligation to perform is subject to the condition that we receive our own supplies correctly and in due time.

5.2 To the extent not otherwise agreed upon, we will dispatch the goods uninsured at the Purchaser's risk and cost, and we are entitled to dispatch the goods to the Purchaser from a place other than the place of performance mentioned in subsection 12.1 below. We are free to choose the itinerary and the means of transportation. The risk passes to the Purchaser with the delivery of the goods to the forwarding agent, carrier, or any other person commissioned with transportation; this rule also applies if we deliver the goods ourselves. Any damage sustained or loss incurred during transportation must be notified to us without undue delay, such notification to be accompanied by a confirmation of the damage or loss by the transport company. The damaged goods must be kept available for us.

5.3 The Purchaser is obligated to accept part deliveries unless the Purchaser cannot reasonably be expected to do so in the particular case.

6. Retention of Title

6.1 All goods supplied by us (hereinafter also referred to as "goods to which title is retained") remain our property until all our claims – including future claims – against the Purchaser arising from the business relationship have been settled. In the event of a current-account arrangement, the retention of title serves as security for the current-account balance owing to us from time to time.

6.2 In the event that goods to which title is retained are combined with movable items of the Purchaser such that the Purchaser's item is to be deemed the principal item, the Purchaser hereby assigns to us already now its title to the aggregate item proportionately to the ratio of the value of the goods to which title is retained to the value of the other items combined. If goods to which title is retained are combined, mixed, or mingled with movable items of a third party such that the item of the third party is to be deemed the principal item, the Purchaser assigns to us already now its claim against the third party for compensation to the extent of an amount equal to the final invoice amount that is attributable to the goods to which title is retained.

The item created by combination (hereinafter referred to as the "new item") or the (co-)ownership interests in the new item to which we are entitled or that are to be transferred to us pursuant to this subsection 6.2, as well as the claims for compensation assigned to us under this subsection 6.2, shall serve as security for our claims in the same manner as the goods themselves to which title is retained pursuant to subsection 6.1 above.

6.3 The Purchaser is authorized to resell the goods to which title is retained, or the new item, in the normal course of business subject to retention of title. The Purchaser is under obligation to ensure that the claims arising from such resale transactions can be transferred to us according to the provisions in subsections 6.4 and 6.5 below.

6.4 The Purchaser assigns to us already now its claims arising from the resale of the goods to which title is retained. These claims serve as security to the same extent as the goods to which title is retained. If the Purchaser sells the goods to which title is retained together with other goods not supplied by us, the resulting claims shall be deemed assigned to us only to the extent of the final invoice amount which results from the resale of the goods to which title is retained. If goods are sold of which we are the co-owners according to subsection 6.2 above or according to the statutory provisions governing the combining, mixing and mingling of items, the resulting claim shall be deemed assigned to us to the extent of our co-ownership interest.

6.5 If the Purchaser includes claims that arise from the resale of goods to which title is retained into a current-account relationship with its customers, the Purchaser assigns to us already now any acknowledged or final balance in favor of the Purchaser to the extent of an amount equal to the aggregate amount of the claims which arise from the resale of the goods to which title is retained and which have been included into the current-account relationship. Subsection 6.4 sentences 3 and 4 above apply correspondingly.

6.6 The Purchaser is authorized to collect the claims assigned to us that arise from the resale of the goods to which title is retained or from the resale of the new item. The Purchaser is not authorized to assign claims arising from any such resale to a third party, not even within the framework of a genuine factoring agreement.

6.7 We are entitled to revoke the authorization to resell the goods to which title is retained or the new item pursuant to subsection 6.3 above and the authorization to collect the claims assigned to us pursuant to subsection 6.6 above if the Purchaser is in delay with payment or suspends payment, as well as in the event of an application for the institution of insolvency proceedings or in other cases where the Purchaser's creditworthiness and trustworthiness are affected. If the authorization to resell or to collect claims is revoked, the Purchaser is under obligation to advise its customers without undue delay of the claims having been assigned to us, and to furnish us with any and all information and documentation necessary for collection. Additionally, the Purchaser is obligated in such a case to surrender or transfer to us any security to which it is entitled with respect to claims against its customers.

6.8 The Purchaser is under obligation to notify us without undue delay of any attachment or other legal or de-facto impairment of, or danger to, the goods to which title is retained or any other security provided to us.

6.9 The Purchaser undertakes the obligation to handle the goods to which title is retained with due care; if maintenance or inspection works are required, the Purchaser must carry out these works in a timely manner at its own expense. The Purchaser undertakes the obligation to sufficiently insure the goods to which title is retained at their replacement value against damage by fire, water, and theft. The Purchaser assigns to us already now all claims under the insurance contracts.

6.10 In the event of a delay with payment or any other conduct of the Purchaser that constitutes a significant violation of the agreement, as well as in the event of a reversal of the agreement, the Purchaser declares already now its consent to

the recovery, either by us or on our behalf, of all goods in the Purchaser's possession to which title is retained and/or – to the extent that we are the sole owner – of the new item, as defined in subsection 6.2 above. Such recovery shall not be deemed a withdrawal from the agreement unless we make an express statement to this effect.

For the performance of these measures and for a general inspection of the goods to which title is retained and/or of the new item, the Purchaser must grant our agents at all times access.

7. Notice of defects and buyer's rights in the case of defects

7.1 The delivered objects are to be diligently examined immediately upon delivery to the customer or to the third party determined by the latter. Defects as to quality that can be identified during an examination of the goods forthwith upon delivery must be notified to us in writing without undue delay, however no later than within eight days from the delivery of the goods; all other defects as to quality must be notified to us in writing without undue delay, however no later than within two weeks from their discovery. As regards the timeliness of the notification, the point in time of its receipt by us is decisive. If a defect is not notified to us in due time, all rights of the Purchaser in respect of the relevant defect lapse.

7.2 At our request, the Purchaser must send the goods that have been objected to either to us or to a third party specified by us. We will bear the shipping costs if the objection is timely and justified; in all other cases, these costs are to be borne by the Purchaser. This does not apply if costs have increased due to the delivered object having been taken to a different location than the place in accordance with the provisions of contractual use.

7.3 Possible claims of the buyer on the basis of a defect are initially limited to the right of subsequent supplementary performance. At our choice, subsequent performance will take the form of a removal of the defect or of the delivery of a new item that is free of defects. If the subsequent performance fails, the Purchaser may rescind the contract or reduce the purchase price at its own choice.

7.4 To the extent that because of a defect, we are liable for damages according to the statutory provisions – regardless of the legal ground, including possible claims for damages arising from a positive violation of contractual duties, from faulty conduct during contract negotiations, or from tort – such liability for damages shall be limited according to the provisions set forth in Section 8 below.

7.5 Rights of recourse, if any, of the Purchaser pursuant to Sec. 478 of the German Civil Code remain unaffected. To the extent that we are liable for damages according to the statutory provisions within the framework of such recourse, our liability for damages shall be limited according to the provisions set forth in Section 8 below.

7.6 Claims of the Purchaser that are based on defects become time-barred within one year from the delivery of the respective item. This rule does not apply (1) in the event of willful misconduct or fraudulent concealment of the defect, (2) in the event of a deviation from any guarantee we may have given pursuant to Sec. 443 of the German Civil Code, and (3) in the case of an item that has been used for a building in accordance with such item's normal manner of use and has caused the defective state of the building. Additionally, the aforementioned one-year limitation period does not apply to claims for damages that are based on defects if the damage is due to gross negligence on the part of our legal representatives or executives or if the damage concerned is a bodily injury or if we are liable for tort. Over and above this, the one-year limitation period for claims that are based on defects does not apply to defects which consist in a right of a third party under property law on the basis of which right the return of the item may be demanded, or in any other right that has been entered in the land register; in these cases, the limitation period is three years. The statutory

provisions concerning the limitation of rights of recourse, if any, pursuant to Sec. 479 of the German Civil Code and the limitation and cut-off periods under the product liability act remain unaffected.

8. Liability

8.1 We are liable according to the statutory provisions for any damage or loss that is due to willful misconduct or gross negligence on the part of our legal representatives or executives, as well as for bodily injury. In the event of willful misconduct or gross negligence on the part of persons employed in the simple performance of our duties, and in the event of a slightly negligent violation of essential contractual obligations that are indispensable for the purpose of the contract to be achieved and whose strict observance the Purchaser must, therefore, be able to rely upon, we are liable according to the statutory provisions solely for damage whose type and scope was foreseeable for us at the time the contract was entered into. In all other cases, claims of the Purchaser for compensation of the direct or indirect damage – regardless of their legal ground, including claims for compensation, if any, which result from a violation of pre-contractual duties or from tort – are excluded.

8.2 Our possible statutory liability because of the absence of a feature we have guaranteed or under the product liability act remains unaffected.

8.3 The limitations of liability mentioned in this Section 8 apply equally to the possible liability of our legal representatives, executives, and other persons employed in the performance of our duties in relation to the Purchaser.

9. Software

The Purchaser is granted the non-exclusive right to use the software, if any, that is included in the delivery, as well as the relevant documentation. The software is furnished for use on the delivery item designated for this purpose. The Purchaser is prohibited from using the software on more than one system. The Purchaser is not authorized to grant third parties rights of use in respect of the software. The Purchaser agrees not to remove or modify information about the manufacturer.

10. Drawings and other Documentation

All drawings and other documents that we furnish to the Purchaser during the preparation or performance of the contract are our intellectual property; without our express written consent, they may neither be made available to third parties nor be copied or be used for a purpose other than that agreed upon. We are entitled to demand that the aforementioned documents – including copies, if any – be returned to us at no cost if the Purchaser no longer needs these documents or if we obtain knowledge of an improper use of these documents. Any right of the Purchaser to retain these documents is excluded.

11. Export

11.1 Any export of our goods from the Federal Republic of Germany is subject to the restrictions stipulated by and requires the approval of the respective German authorities.

11.2 Any re-export of delivered goods might require the approval of the authorities of the country from which the goods are being re-exported.

12. Place of Performance, Place of Jurisdiction, and Applicable Law

12.1 Place of performance for deliveries and payments shall be Stuttgart.

12.2 If the Purchaser is a businessman, a legal person under public law, or a special public fund, Stuttgart shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. We are also entitled to apply to any other court of competent jurisdiction according to law.

12.3 The laws of the Federal Republic of Germany shall apply without regard to the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

13. Additional regulations

13.1 Products delivered by the seller may not be applied to or used for the development, production, or storage of weapons of war or mass destruction (nuclear weapons, biological weapons, chemical weapons, or missiles).

13.2 The delivered products may not be passed on to countries subject to an embargo or to any terror suspect persons or enterprises.

NOTE

To the extent necessary for the proper handling of the contractual relationships, we will electronically store and process Purchasers' data.