

Terms and Conditions

1. General:

1.1 We would rather do without these terms and conditions, as our collaboration should always work optimally; the way one would expect cooperation between partners should be. However, in case of the unexpected we need the following agreements: Our deliveries, services and offers are exclusively based on these terms and conditions. This is also valid for all future business transactions, unless expressly agreed to otherwise. At the very latest upon receipt of the goods or services, these terms and conditions shall be deemed accepted. Counter-claims by the customer with reference to his business or conditions of purchase are hereby expressly refuted.

1.2. Our offers are subject to change and are non-binding. An order is only placed after a written order confirmation from us or with initiation of the processing by us. In the event of non-fulfilment of the contract for reasons which the buyer is liable, a charge may incur for the costs incurred to us, for a minimum of 20% of the calculated order value.

2. Delivery and Service time:

2.1 Delivery periods are not binding. Partial deliveries are permissible. Unforeseen delivery obstacles, such as cases of force majeure, strikes, operational disruptions in one's own business or in that of the pre-supplier, transport difficulties, etc., entitle us to cancel the delivery obligations in whole or in part. Claims for damages by the buyer are barred of legal redress.

2.2. If the delivery date is exceeded by more than six weeks, and if a delivery date has exceeded a reasonable grace period without success, the customer may withdraw from the contract. Further claims are hereby excluded, insofar as nothing to the contrary has been agreed. If goods ready for dispatch are not dispatched for conditions beyond our control, we shall be entitled to store the products or parts thereof at the expense and risk of the customer.

3. Prices and Delivery obligation:

3.1 Unless otherwise stipulated, delivery shall be from warehouse Friedberg. The Risk will pass to the customer as soon as the delivery has left the Friedberg warehouse.

3.2 All shipments including any returns shall be at the expense and risk of the customer. Risk of the buyer: Insurance is effective at the request and expense of the buyer.

3.3 Unless otherwise stated, we shall adhere to the price in the offer. The prices quoted in our confirmation shall apply.

3.4 If the respective statutory value added tax is not expressly included, then it shall be included in the payment.

3.5 Technical documents, such as drawings, descriptions and the like are only approximate; we reserve the right to make any changes that we deem technically necessary. All documents remain our intellectual property.

3.6 In the case of special customized products, we reserve the right to over supply or short supply by up to 5%.

4. Default:

4.1 .As long as the buyer is in arrears with an outstanding debt, our Delivery obligations will halt.

4.2 Delays in delivery and performance due to force majeure and to events that make delivery considerably more difficult or impossible for us (we mean in particular strikes, lockouts, official orders etc., even if they are not directly with our suppliers or their sub-suppliers) we also have the right to not be liable for deadlines and dates that have been bindingly agreed. We will inform the buyer as soon as possible in important cases of the beginning and ending of such obstacles.

The above-mentioned circumstances entitle us to postpone the delivery or services for the duration of the hindrance plus a reasonable grace period.

4.3 If an agreed delivery period is culpably exceeded, default of delivery can only be claimed after we have been granted a reasonable grace period.

5. Payment:

5.1 Unless otherwise stipulated, payments must be made within 10 days with 2% discount or 30 days after billing without penalty.

5.2 We are entitled, in spite of any provisions of the buyer to the contrary, to first credit any pending invoices before making payments on any new debt. If costs and interest have incurred, we are entitled to first charge for the costs, then to charge for the interest, to be credited and lastly against the principal.

5.3 If the buyer is in default, we shall be entitled to charge interest from that time at the going rate charged by commercial banks for open overdrafts.

5.4 Even if notices of defects or counterclaims are asserted, the buyer shall only be entitled to offset, withhold or reduce payment if the counterclaims have been legally established or are undisputed.

6. Transport and Insurance:

6.1 Transportation is at the expense and risk of the customer.

6.2 Complaints in connection with the transport shall be lodged to the last carrier without delay by the customer upon receipt of the delivery or the freight documents.

7. Warranty

7.1 Complaints must be reported to us at the latest 10 days after receipt of the goods. After this time they are invalid. Any further claims by the customer for defective delivery, in particular for damages and termination of the contract, are not permissible.

7.2 The warranty period is six months. It begins with the delivery date.

7.3 We undertake, at the customer's written request repair or replacement as quickly as possible, replacing or repairing at our discretion all parts that are proven to be defective or unusable due to poor material, faulty design or poor workmanship. Replaced parts become our property. For goods which we have not manufactured, our warranty obligation is limited to the assignment of their warranty claims against the manufacturer.

7.4 We shall only bear the costs arising from the repair or replacement of the defective parts in our workshops. If the defective parts cannot be repaired or replaced in our

workshops for reasons for which we are not responsible, all additional costs arising from this shall be borne by the customer.

7.5 Excluded from the guarantee are damages caused by computer viruses as a result of natural wear and tear, defective maintenance, chemical or electrolytic influences, defective construction and assembly work not carried out by us and other reasons for which we are not responsible.

7.6 The warranty shall be null and void if the customer or third parties carry out modifications or repairs to the delivery without our written consent; furthermore, if the customer does not immediately take suitable measures to prevent increasing the damage in cases where we could remedy the deficiency.

8. Retention of title:

8.1 Until the fulfilment of all claims (including all balance claims from current account) to which the seller is legally entitled against the buyer now or in the future, the seller is granted the following securities, which will be released on request and at his discretion, provided that their value sustainably exceeds the claims by more than 20%.

8.2 The goods remain the property of the seller. Processing or transformation shall at all times be carried out on behalf of the seller as manufacturer, but without any obligation on his part. If the (co-)ownership of the seller expires due to commingling, it is hereby agreed that the (co-)ownership of the buyer of the resulting object shall pass to the seller in proportion to the value (invoice value). The buyer shall keep the (co-)ownership of the seller free of charge. Goods to which the seller is entitled to (co-)ownership are hereinafter referred to as reserved goods.

8.3 The buyer is entitled to process and sell the reserved goods in the customary course of business as long as he is not in default. Pledging or collateral assignments are not permitted. By way of security, the buyer hereby assigns to the seller in full any claims arising from the resale or any other legal ground (insurance, unlawful acts) in respect to the reserved goods. The seller reversibly empowers the buyer to collect the claims assigned to the seller in his own name and to the seller's account. This direct debit authorization can only be revoked if the buyer has not fulfilled his payment obligations.

8.4 In the event of access by third parties to the reserved goods, in particular levies of execution, the Buyer shall disclose the Seller's ownership and notify the Seller immediately so that the Seller can assert its ownership rights. If the third party is not in a position to reimburse the Seller for the judicial and extrajudicial costs incurred in this connection, the Buyer shall be liable for these costs.

8.5 If the buyer acts in breach of the contract (specifically, default in payment) the seller is entitled to take back the reserved goods or, if necessary, to demand assignment of the buyer's claims to recover possession against third parties. The taking back or the seizure of the reserved goods by the seller does not constitute a withdrawal from the contract.

9. Right of use programs

9.1 All rights of use for programs (software or firmware) shall only be transferred upon full payment of the purchase price.

9.2 The customer has the right to use the licensed program as user. If sources are provided, the customer has the right to modify and translate the sources according to his requirements. He is not entitled to delete or change copyright notices or to have them changed or edited on his premises and to use the changed or edited program versions in the same way as the licensed program. The customer is not entitled to reconstruct (decompile, disassemble) or otherwise manipulate executable program parts.

9.3 With the purchase of a program (software or firmware) the customer does not acquire the right to the so-called libraries. Rather, these remain in the ownership of the Seller.

10. Industrial property rights

10.1. Unless otherwise agreed, we do not assume any liability that the goods delivered by us do not infringe industrial property rights of third parties. The customer is obliged to notify us immediately if such infringements are reported to him.

10.2 If the delivered goods have been manufactured according to the customer's designs or instructions, the customer shall indemnify us against all claims raised by third parties due to infringements of industrial property rights. Any legal costs are to be paid appropriately in advanced.

11. Applicable law, jurisdiction, partial invalidity:

11.1 The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between us and the customer.

11.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Augsburg.

11.3 Should a provision in these terms and conditions of delivery and payment or a provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected.