

1. Deviating Conditions

We sell and deliver on the basis of the following conditions only. As far as no regulation has been included, the regulations given by law shall apply. The application of deviating orderer's conditions of purchase, ordering and commissioning is excluded.

2. Transition of Risk

We have to fulfil our duty on site of our plant in Frankfurt or of our sales offices. The risk passes with the despatch of the goods (ex works Frankfurt or sales offices) to the orderer, also if we deliver free (normal freight and customary packaging) from an ordering value over EURO 1,000 net (without VAT). For orders valued less than EURO 1,000 net (without VAT), all transportation and packaging costs are charged. If the place of delivery is abroad, we bear the transportation and packaging costs up to the German border or, respectively, up to the seaport or airport (normal freight and customary packaging). Additional costs for express shipping or special packaging are charged extra.

3. Packaging

Transport packaging can be returned to us by the orderer at his own cost. We reserve to charge arising disposal fees for soiled transport packaging. We refuse to pay compensation for the disposal by the orderer.

4. Default

The delivery times start after complete technical clarification. In the case of technical amendments requested by the orderer after the order confirmation, the delivery times are extended accordingly. In the case of default, the orderer can grant us an appropriate grace period with the express statement that acceptance of the delivery will be refused after the expiry of that period, and he can withdraw from the contract, if the new deadline is not met. If the orderer experiences damage due to our default, then our liability is limited to ½ % of the delivery value per week of default, however, not more than a maximum of 5 % of the order value.

The limitation of liability does not apply in the case of gross negligence or intent from our side. If the non-compliance with the delivery time is due to Force Majeure, industrial disputes or other events that are outside of our influence, then the delivery time shall be extended accordingly. We will notify the orderer of the beginning and ending of such circumstances as soon as possible.

5. Payment

The payment must be received within 30 calendar days from the invoice date, without deductions.

Cheques are accepted for processing only. Any costs connected with their clearing are to the account of the orderer. If the orderer does not comply with his payment obligations, in particular if cheques are not cleared, or if the orderer's financial standing declines significantly – in particular if he files for bankruptcy or composition with creditors, then we shall be entitled not to execute the delivery, until the orderer, at our discretion, provides us with a security or an advance payment for our claim from the contract. The orderer shall be entitled to set-off or retention only, if we have expressly agreed in writing, or if the counterclaims are undisputed or have been legally established.

6. Reservation of Proprietary Rights

Delivered goods remain our property until all current and future claims are satisfied (goods subject to retention of title). If such goods are processed or combined with other goods or materials, then we shall acquire partial ownership proportional to the invoice value of the reserved goods in relation to the sales value of the goods developed by the processing or combination, these goods shall then be subject to retention of title to the respective extent.

The sale of goods subject to retention of title is permissible only in the ordinary course of business. Herewith, the orderer conveys the claims he is entitled to from the sale of these goods or for other legal reasons to us in full in advance. In the case of co-ownership, this conveyance shall cover only such portion of the claim as matches the portion of our co-ownership. The orderer is authorised to collect the conveyed claims revocably and in the ordinary course of business only. The orderer's authorisation to dispose of the goods subject to retention title and to process and combine them, as well as to collect the conveyed claim, shall forfeit if the payment conditions are not met, if the financial standing of the orderer declines significantly, or if an application for the opening of insolvency proceedings over the orderer's assets is filed. In such cases we shall be entitled to take possession of the goods subject to retention of title without allowing for a grace period or without a withdrawal. If the value of the securities we were provided with should exceed our claims by more than 20 %, then we shall be obliged to release the excess securities on the orderer's request.

7. Intellectual Property Rights

The intellectual property rights in our offers, technical drawings, product information as well as the patent rights in our products shall remain our property whatever the case may be. Without our express consent, it is not allowed to copy them in whatever man-

ner or to disclose them to third parties. The orderer is only entitled to use these internally within the limits of the contract.

8. Material Defects and Notice of Defects

If a product that we have delivered should show a material defect within two years from the date of delivery, then we will, at our discretion, either remove the defect or replace the product with a faultless one, provided that the cause of the material defect had been present already at the time of the transition of risk.

If we choose to remove the defect (repair), then the orderer must give us the opportunity to remove the defect within a reasonable term, in mutual agreement. If the supplementary performance fails, then the orderer can, at his discretion, – regardless of possible damage claims – either withdraw from the contract, reduce the purchase price or demand the refund of his costs. This does not apply, if the law demands longer respites. The orderer must notify us in writing of any material defects within a term of two weeks after the delivery of the goods – in the case of hidden defects within two weeks after their discovery; otherwise, the enforcement of the liability for material defects shall be excluded. The orderer shall bear the full burden of proof with regard to any claim requirements, in particular with regard to the defect itself, for the time of the discovery of the defect and for the timeliness of the notice of defects. If a notice of defect is given without justification, then we shall be entitled to demand from the orderer to compensate us for our costs. Defect claims do not exist in the cases of only insignificant deviations from the agreed features, only insignificant impairment of usability, natural wear and tear, or damages that occur after the transition of risk due to wrong or negligent handling, immoderate use, inappropriate equipment, arbitrary amendments, or due to external influences, which are not in correspondence with the contract. If the orderer or third parties make any improper amendments or repairs, no liability claims may be raised for these works and their consequences. Claims of the orderer with regard to necessary expenses for the purpose of supplementary performance, in particular transport, travel, labour and material costs, shall be excluded, if such expenses increase due to the fact that the subject of the delivery is brought to another location than the orderer's place of business. As for the rest, clause 9 below shall apply for any damage claims. Any further claims of the orderer, or claims other than specified in this clause 8, for material defects raised against us or our vicarious agents shall be excluded.

9. Liability

Damage claims and claims for the refund of expenses raised by the orderer – for whatever legal reason, in particular for a violation of duties from the obligation and for tortious act, shall be excluded.

This does not apply, if there is a compulsory liability, e.g. pursuant to the Product Liability Act, in cases of intention, gross negligence, injury to life, body or health, or violation of significant contractual duties. However, the damage claim for the violation of significant contractual duties shall be limited to the foreseeable damage typical for such contracts. The replacement of pecuniary losses, lost profit and the costs of interruption of operation are excluded.

Damages caused by improper handling or measures contrary to the contract, e.g. related to transport, setup, connections, operation or storage, do not constitute grounds for any claims against us. The impropriety or contrariness to the contract is defined in particular according to the details given in our data sheets as well as in our installation and operation manuals.

10. Data Protection

We point to the fact that the customer data collected in connection with the fulfilment of the contract are processed in accordance with the legal privacy regulations. The data are used for the intended purpose only and are not made available to unauthorised third parties. However, for rendering the services in accordance with the purpose, we reserve the right to have data processed by other partner companies, who have been carefully selected and given an assignment pursuant to Art. 11 BDSG.

11. Partial Validity

The legal invalidity of individual provisions shall not affect the validity of the remaining provisions.

12. Place of Jurisdiction and Applicable Law

The place of jurisdiction is Frankfurt am Main. We shall be entitled to also file a suit at the orderer's principal place of business. The applicable law shall be exclusively the law of the Federal Republic of Germany.