

## General Terms and Conditions (AGB)

### 1. General Validity

The following terms and conditions apply to both the present order and all future transactions with the purchaser. The provisions of the purchaser contradicting our Terms and Conditions in the order forms, order confirmations, etc., are only binding for us if we have acknowledged this in writing.

### 2. Written Form

Oral statements require the written confirmation to be effective.

### 3. Offer and Contract Conclusion

The manufacturer's delivery prices indicated in the price lists are non-binding and shall be understood to be ex works plus the value-added tax and expenses.

The offers are always subject to change unless they are limited in time. Orders require the written confirmation, the content of which forms the basis of the contractual relationship.

The prices are fixed with accepted orders, the seller however reserves the contract for himself in case of any possible salary, freight, or tax increase as well as with price increases by the subcontracts. Estimates for repair work are however prepared as accurately as possible, are however non-binding. The purchaser shall be entitled to reject the order confirmation within 8 days following receipt, if he disagrees with the delivery and payment terms and conditions. The above terms and conditions shall be deemed accepted otherwise.

### 4. Delivery periods, Delays

The specified delivery periods are non-binding; their exceedance does not entitle the purchaser to withdraw from the contract. Following exceedance of the delivery periods indicated, the purchaser may only withdraw from the contract, if he has set a subsequent delivery period of at least one month for the seller in writing. The assertion of claims for damages is excluded.

In the event that the purchaser withdraws from the contract prior to expiry of the subsequent delivery period granted to the seller, the seller is entitled to bill 15 % of the purchasing price for administrative expenses and loss of earnings. We shall be entitled to effect partial deliveries.

### 5. Release Orders

Release orders, unless otherwise agreed, shall be accepted within 6 months following expiry of the delivery period at the latest, without it requiring a release order or a notice of default from us. If this period has expired, we shall be entitled at any time, at our discretion, to either charge the merchandise or to cancel the order.

### 6. Dispatch

Dispatch shall be effected ex works. Upon handover to the forwarding agent or carrier, but upon leaving the factory premises at the latest, the risk, including the risk of confiscation shall pass to the client or purchaser, FOB and CIF transactions require a separate agreement. The choice of transport route and means of transport is made at our discretion unless otherwise instructed, and with no liability for the cheapest and fastest freight method. In the event of transport damages, the recipient must request a statement of the facts from the Federal Railway or the respective freight carrier. All claims from the recipient against the Federal Railway or another freight carrier are already now deemed to be assigned to the seller in advance. The recipient must also produce a declaration of assignment so that the claim may be reported to the Federal Railway, respectively the transport leader.

### 7. Warranty and Notices of Defects

In the event delivery becomes impossible or no longer reasonable due to circumstances beyond the seller's control, the seller shall be exempt from delivery. The customer shall inspect the goods immediately upon receipt for completeness and absence of defects and assert complaints immediately, 7 days after receipt of the goods, at the latest. In case of delayed reporting, all liability is excluded. The customer bears the costs for return shipments that are made without prior agreements.

The seller is liable, with the exclusion of further claims, for defects on technical devices, which are demonstrably caused by material or processing errors, and which were detected within a time frame of 6 months from the day on which the device function was noticed during a test run, if they were reported in writing accompanied by the warranty claim form immediately when they became known.

The warranty does not include a function-related wear of the consumable parts. It expires, if the client or a third-party not having been authorized by us performs interventions or changes of any kind on the device or the software, the delivered product is not operated and maintained in accordance with the instructions, and/ or if input materials, disposable materials, or consumable materials are used, which were not recommended by us. In case of demonstrably incorrect delivery or services, the faulty delivery or performance will at our discretion either be repaired at no charge, or a replacement will be supplied free of charge within a reasonable delivery period.

A repair will be performed at our option either at the customer within the normal working hours or in our works depending on the technical requirements. The client can initially only request the rectifying of errors. In case of software errors, we shall be entitled to either supply different software or to provide information on the rectifying of the error. We accept no responsibility that the software corresponds to all the combinations desired by the customer. A warranty is exclusively extended to the first buyer. Parts that we did not manufacture ourselves shall be excluded from the obligation to compensate. Only the warranty is assumed here, which is provided by the manufacturers of these objects. A cancellation of the purchasing contract, a reduction or claims for damages of all kinds are principally excluded. If the repair or replacement delivery should fail, the client can however request a reduction in payment or the rescission of the agreement.

### 8. Terms of Payment

In the event that other terms of payments are not specified in our offer, the invoice shall be paid purely net within 30 days from the invoice date. If the payment terms are exceeded, while reserving the right to assert further claims, 3 % will be charged above the Bundesbank discount rate. Non-observance of the terms of payment or circumstances that become known to us after the respective conclusion and that are likely to reduce the creditworthiness of the customer will result in the immediate maturity of all our claims, irrespective of the terms of any bills of exchange taken on deposit. This also entitles us to still perform any outstanding deliveries only in return for advanced payments or against securities and to withdraw from the fulfillment after a reasonable extension period or to claim damages for nonperformance, irrespective of the right for redemption of the goods delivered subject to reservation of title at the expense of the customer. Deliveries of spare parts and repairs are payable immediately following the invoice date net and without any deduction. We expressly reserve the right to payment on delivery shipments. The withholding of payments due to offsetting of counterclaims by the customer is excluded, unless they have been acknowledged by us or have been legally established as final and absolute.

We shall be entitled to store or to utilize the customer's personal data.

### 9. Retention of Title

We shall retain ownership of the delivered goods as security for our relevant claims – even conditional and term-based claims - from the business relationship. The customer's claims from the resale of the reserved goods shall be assigned to us already now. The customer is entitled to the inclusion of the assigned claims as long as he fulfills his obligations towards us properly. Otherwise, he is obligated to provide us with the addresses of the customers and the amount of the claims with the copies of the invoices on request. The buyer expressly authorizes us to inform the customer about the assignment at our discretion. If the amount of securities exceeds our claims by more than 25 %, we are obligated to release securities of our choice in the value equal to the amount of the exceeded value at the customer's request.

### 10. Exclusion of liability beyond the conditions

Our liability is exclusively based on the agreements made in the previous sections. All claims not expressly granted therein, also claims for damages, irrespective of their legal grounds, also from the violation of secondary contractual obligations, pre-contractual obligations or from impermissible acts are excluded; this does not apply in the case of intent, gross negligence or the absence of guaranteed features, which causes an urgent responsibility.

### 11. Place of fulfillment and Place of Jurisdiction

The place of fulfillment and place of jurisdiction is Albstadt. German Law shall apply for the contractual relationships.

### 12. General

Should, for any reason whatsoever, individual provisions of the aforementioned Terms and Conditions be ineffective or non-binding, the validity and binding nature of the other provisions shall not be affected thereby.