

General Terms and Conditions of Business for Sale of Spare Parts, Inspection / Maintenance and Repair work

Status 01. Jan. 2015

A. Common regulations for the sale of spare parts, inspection / maintenance and repair work

1. General aspects

- a. Our services and offers shall be based on these General Terms and Conditions of Business, provided the ordering party is a merchant, a legal entity under public law or a special fund under public law. The said shall apply also for all future business relations, even if the said has not been agreed upon specifically. Confirmation to the contrary and reference making to the own General Terms of the ordering party shall be opposed expressly herewith.
- b. All our offers are subject to confirmation.
- c. We reserve property rights, protection of intellectual and industrial rights on samples, quotes, drawings and similar information irrespective of which form; the said shall not be made accessible to third parties.

2. Prices and payments

- a. The respectively legally charged value-added tax shall be invoiced separately.
- b. Offset and withholding shall be ruled out, unless the ordering party is entitled to counterclaim subject to our recognition or a legally binding ascertainment. In case of delay of payment we shall be permitted to charge the legal interest rates as from the default date. The proof of higher default damages by us shall be permitted.
- c. If payment by direct debiting by SEPA (Single Euro Payments Area) has been agreed upon between the ordering party and us, the said shall be carried out on the basis of the written provision of a SEPA mandate by the ordering party. Direct debiting mandates already existing shall be re-interpreted as SEPA direct debiting mandate. The term for the pre-notification shall be reduced to one day. We shall inform the ordering party of the pre-notification about the exact debiting date. The ordering party shall ensure the cover of the account. Costs arising for the non-payment or return of the direct debit shall have to be borne by the ordering party provided the non-payment or return is not caused by us.
- d. Otherwise, the special regulations in other paragraphs shall apply for prices and payments.

3. Warranty

- a. In case of a defective performance we shall warrant as follows:
- b. The warranty period for work services shall amount to one year after hand over (Abnahme) of the work. For newly delivered parts, the warranty period shall amount to one year as from delivery, at the longest, however, 1.5 years after notification of the readiness for dispatch.
- c. Provided the work services or the newly delivered parts have verifiably material defects, in particular due to faulty construction type, bad material or poor execution, the said shall be repaired by us free of charge or shall be delivered a new according to our choice (supplementary performance). For the supplementary performance, the ordering party shall have to grant us the necessary time and opportunity to a reasonable extent. The parts replaced shall pass into our property.
- d. The liability for defects of material (Sachmängel) shall be ruled out, if the said can be traced back to natural wear and tear of wearing parts (O ring seals, spindle nuts, rubber parts) or to damage caused after transfer of risks and/or hand over by faulty or negligent treatment, excessive use, unsuitable operating means, wrong operation, unsuitable foundation or chemical, electro-mechanical, electrical or similar influences. The warranty shall not apply if, without our approval, the ordering party changes the newly delivered parts or the work carried out or has the said done by a third party, and the removal of the defect is rendered impossible or is made unreasonably difficult. As the case may be, the ordering party shall have to bear the additional costs of the defect remedy caused by the change.
- e. If we do not or cannot comply with a supplementary performance request despite a corresponding defect and after a written deadline set or if the ordering party cannot be reasonably expected to accept another supplementary performance attempt, the ordering party can have the improvement carried out by a third party and can charge us with the necessary reasonable outlay. If the supplementary performance carried out by us has failed repeatedly, the ordering party at his choice can avail himself or herself of the legal right of reduction of price or withdrawal from the contract.
- f. Other claims of the ordering party against us due to defective work or defective newly delivered parts shall be ruled out, in particular with respect to compensation of consequential damages, such as downtimes as well as lost profit. This shall not apply for the mandatory liability in keeping with the German Product Liability Act in case of personal injury or damage to privately used matter or in cases of intent, gross negligence or violation of essential contractual obligations. Claims of the

C. Special regulations for the sale of spare parts

1. Retention of titles

- a. Until complete payment, the devices and objects we delivered shall remain our property. The so-called extended retention of title shall apply, which means that the devices and objects supplied shall remain our property until complete payment of all claims from the current business relationships.
- b. However, within the framework of the ordinary business transactions, the ordering party shall be permitted to resell. The said shall assign to us his claims from the resale to the amount of the amounts due now already. This shall apply independently of whether the devices and objects we supplied have been processed prior to reselling or whether they are linked to a property or to mobile matters or not. In case of reselling after processing with objects which are not our property or in case of connection with a property or moveable matter, the claim of the ordering party towards his buyer shall be considered assigned to us to the amount of the prices agreed upon between the ordering party and us.
- c. The ordering party shall be permitted to collect the assigned claim for as long as he fulfils his payment obligations towards us as agreed upon by contract. The ordering party shall not be permitted to any other disposal of the objects under title retention (such as chattel mortgage or pledge). In case of intervention of creditors of the ordering party with respect to the objects under title retention, the ordering party shall have to inform us immediately in writing and the creditor of the title retention has to be notified in writing as well. If we should file a suit in conformity with Section (771) of the German Code of Civil Procedure in case of seizure or other intervention by third parties, and if the third party is not able to reimburse us with the judicial and extra-judicial costs in case of win, the ordering party shall be liable for the loss incurred.
- d. Upon request we obligate us to release the security due to us to such an extent that the value of the assigned claim does not exceed more than 20 per cent, as long as it is due to be paid.
- e. If the ordering party defaults in payment (Zahlungsverzug), an application is filed to open insolvency proceedings over the assets of the ordering party; or if the ordering party stops his payments, we can request that the ordering party and his debtor inform us, presenting us with all data required for the collection, hands over documents, and informs his debtors about the assignment.
- f. The ordering party shall be obligated to insure the devices and objects, we have supplied, against all possible risks (such as fire, water, theft, break-in, vandalism, etcetera) for the duration of the title of retention at his own costs at a contractually stipulated price. The said shall assign the claims against the insurance to the amount of the value of the object and/or to the amount of our unpaid claims.