

§ 1 Scope

1. These GTC shall apply exclusively to business relationships with companies and legal entities under public law. GTC of the buyer that are in conflict with or deviate from our GTC shall be accepted by us only if we expressly consent to their applicability in writing.

2. These GTC shall also apply to all future business transactions with the buyer as long as they are legal transactions that are affiliated with the former by nature.

§ 2 Offer and Execution of the Contract

If an order is to be considered an offer pursuant to § 145 BGB (German Civil Code), we shall have the option to accept it within two weeks. We shall deem ourselves bound by our offer for up to 42 calendar days after the date on which the respective offer was made.

§ 3 Provided Documentation

We shall retain title to as well as all copyrights inherent in all documentation provided to buyer in connection with the placement of the order, such as costings, drawings, etc. These documents shall not be made accessible to third parties unless we have given our express written consent to such sharing. If we do not accept the buyer's offer within the time period set forth in § 2, such documentation shall be returned to us immediately.

§ 4 Prices and Payment

1. Unless otherwise agreed upon, our prices are quoted ex works excluding packaging and subject to the addition of value added tax in the respective applicable amounts. Costs for packaging shall be billed separately.

2. Payment of the purchase price shall be made exclusively to the account designated by us. The deduction of cash discounts shall be permitted only if a separate written agreement to that effect has been made. If this is the case, buyer shall be permitted to deduct a cash discount only if payment is credited to our account within 7 calendar days.

3. Unless a special agreement to the contrary has been made, the purchase price shall be credited to our account within 30 calendar days after delivery. Failure to do so shall place buyer in default of payment without any reminders being required. The late payment interest shall be 10 percentage points higher than the respective prime rate in effect at the time. This shall be without prejudice to the claiming of higher damages on the grounds of default.

4. If no fixed price agreements have been made, we reserve the right to make reasonable price adjustments due to changing wage, material and sales expenditures for deliveries made 3 months or later after the execution of the contract.

§ 5 Retention Rights

Buyer shall be authorized to exercise any retention rights only if buyer's counter demand is based on the same contractual relationship.

§ 6 Delivery Time and Delivery

1. The start of the delivery time to be agreed upon each time between the Parties shall be contingent upon the timely and proper fulfillment of buyer's obligations. We reserve the right to object for non-fulfillment of the contract.

2. If buyer should be in default of acceptance or culpably violate any other participation obligations, we shall have the right to demand reimbursement for any damages we incur as a result, including any additional expenses. This shall be without prejudice to any further claims. If the

forementioned conditions have materialized, the risk for the accidental demise or decline of the purchased object shall transfer to the buyer at the time buyer entered into acceptance or debtor default.

3. We shall assume liability for any delivery delay we have not caused intentionally or as a result of gross neglect for any complete week of delay within the scope of a lump-sum compensation for delays in the amount of 1 % of the delivery value; however, our liability shall not exceed 10 % of the delivery value.

4. The delivery shall be subject to the Incoterms 2010, EXW (Maxdorf, Germany). If buyer should wish to have goods delivered to buyer's address and we have expressly consented this arrangement, it shall be herewith agreed upon that in the absence of a definitive agreement, the delivery shall be made DDP (buyer's business domicile), Incoterms 2010.

5. If agreed upon or if the buyer gives us the option to deliver the products ourselves and we thus assume the role of the freight forwarder, we shall assume liability at the time the transportation of the products begins as the freight forwarder pursuant to the German Commercial Code along with the liability assumption privilege.

§ 7 Risk Transfer Upon Shipment

If products, at buyer's request, are shipped to the former, the risk for accidental demise or decline of the products shall transfer to buyer upon shipment, at the latest when leaving the factory/warehouse. This shall apply regardless of whether the shipment of the products begins at the place of fulfillment or who is paying for the freight costs.

§ 8 Title Retention

1. We shall retain title to the delivered items until all accounts receivable from the delivery contract have been paid for in full. This shall also apply to all future deliveries, even if we do not always expressly reiterate this fact. We shall have the right to seize the purchased items if buyer breaches the contract.

2. Buyer shall undertake to treat the purchased items carefully and to sufficiently insure them at their new value at buyer's own expense against the risks of theft, fire and water damages as long as title to the products has not transferred to buyer. As long as title has not transferred to buyer, buyer shall promptly notify us in writing if the delivered items have been attached with liens or are exposed to any other third party interventions. If the third party should not be able to reimburse us for the legal prosecution costs, the buyer shall be liable to us for the loss.

3. The buyer shall have the right to resell the products as part of buyer's regular business activities. Buyer herewith assigns to us the accounts receivable generated with the buyers of the products up to the amount of the final invoice amount agreed upon with us (including value added tax). This assignment shall be effective regardless whether the goods were sold in the original state or after having been processed. Buyer shall retain the right to collect the accounts receivable even after the assignment. This shall, however, be without prejudice to our right to directly collect the accounts receivable.

4. Any processing or work performed on or any conversion of the products by buyer shall always occur on our behalf and in our name. In such cases, the entitlement right of the buyer in the purchased objects shall continue in the converted object. If the purchased objects should be processed along with other objects that we do not own, we shall acquire co-ownership in the

new object at the percentage equivalent to the objective value of our purchase object to the other processed objects at the time of processing. The same shall apply in the event of blending. If blending occurs in such a manner that the object of the buyer must be considered the principal object, it shall be deemed agreed upon that buyer will transfer to us percentage-based co-ownership and that buyer shall keep in buyer's custody on our behalf the thus generated solely or partially owned property. The same shall apply for comparable legal institutions in other jurisdictions.

5. To provide collateral for our accounts receivable due from buyer, buyer shall also assign such accounts receivable to us that are established with a third party as a result of the connection of the title retention goods with a land parcel; we herewith accept this assignment.

§ 9 Warranty and Claims for Deficiencies/Subrogation/Manufacturer's Subrogation

1. Buyer shall properly file deficiency claims pursuant to § 377 HGB (German Commercial Code) within 3 days.

2. Entitlements arising from deficiencies shall be subject to a statute of limitations of 12 months after delivery. The statutory statute of limitations shall apply to damage compensation entitlements arising from acts of intent and gross neglect as well as those on the grounds of injuries to life, personal injury and health damages based on an intentional or negligent breach of duty by us.

3. If the law should mandate longer periods, these periods shall apply. Prior to any return of the products, buyer shall obtain our consent.

4. If – despite all applied due diligence – the delivered products should have a deficiency that already existed prior to the transfer of the risk, we shall – subject to timely notification of the deficiency – either repair the product or ship a replacement within a reasonable period of time. We shall choose the respective option.

5. Entitlements for deficiencies shall not exist in the event of merely irrelevant deviations from the agreed-upon condition, in the event of only irrelevant impairment of the usability, in the event of natural wear and tear or in the event of damages that occurred after the transfer of the risk due to erroneous or negligent handling, excessive stress, incompatible operating supplies or due to special outside influences that were not to be met according to the contract. If buyer or third parties should perform improper repair work or modifications, warranty entitlements for deficiencies caused by the former and any consequences of the former shall also not exist.

6. Entitlements of the buyer based on the costs incurred for the purpose of remedial action, in particular transportation, travel, labor and material costs, shall be excluded if the costs were increased because the products delivered by us were retroactively sent to a different location than buyer's domicile, unless the relocation is congruent with the products' intended use.

§ 10 Final Provisions

1. This contract as well as all legal relations between the Parties shall be governed by the laws of the Federal Republic of Germany.

2. The place of fulfillment and the sole place of jurisdiction for all disputes shall be Maxdorf, Germany.

3. Any and all changes to this contract shall be made in writing; all past and future verbal agreements shall be ineffective.