

General Business Terms (Abbreviation in German: AGB)

I. Applicability

1. These terms of delivery are used as a basis for all of our offers. Deviating business terms of the orderer, which are hereby explicitly objected to, are only binding insofar as they are recognised by us in writing.
2. Our terms of assembly, repair and special terms and conditions for development orders apply in addition to assemblies, customer services, repairs and development orders.
3. In addition, the "General Terms of Delivery for Products and Services of the Electrical Industry" shall apply.

II. Contents of contract

1. Our offers are without obligation; details in the offer documents are only approximate insofar as they are not described as binding. The offer documents shall remain our property and may not be made accessible to third parties.
2. The order shall only be deemed as accepted by our written order confirmation. With delivery ex warehouse the invoice shall at the same time be deemed as an order confirmation.
3. Our order confirmation is decisive for the type and scope of the delivery. Collateral agreements, special wishes, changes and supplements to the order will only be binding through our written confirmation.

III. Delivery time

1. The delivery time stated by us or agreed delivery time shall begin as soon as an agreement has been reached about the order in full and in writing and the orderer has made the documents and data, which it has to be provide, available. We shall make an effort to adhere to the delivery time. Partial deliveries and their separate calculation are permitted.
2. If the non-observance of the delivery time a result of unforeseeable circumstances or other circumstances for which we are not responsible the delivery time shall be extended by a reasonable extent. If the satisfaction of our service obligation becomes impossible through such circumstances we shall be released from this service obligation.
3. In case the service is delayed we shall be liable according to the statutory provisions in cases of wilful intent or gross negligence or if a representative or vicarious agent acts wilfully or gross negligently. Our liability is however limited in cases of gross negligence to the typical, foreseeable damages for the contract if there is none of the exceptional cases as listed in sentence five of this provision. Incidentally our liability shall be limited owing to the delay in the service for the damages in addition to the service to 10% and for the damages instead of the service to 20 % of the value of the service. Further claims of the customer are – also after expiry of a deadline for the service which may be set to the supplier - excluded. The afore-mentioned limitations shall not apply in case of liability owing to the injury to life, the body or the health.
4. If the completion of the goods or their shipment is delayed beyond the delivery date due to a conduct of the orderer then we are entitled to invoice the thus caused costs without a special proof of damages in the amount of 1% of the net goods value per month.

IV. Passing of risk

The risk shall pass to the orderer by no later than when the goods leave the delivery plant or shipment warehouse. If the shipment is delayed due to the conduct of the orderer then the risk shall pass to it from the notification that the goods are ready for shipment.

V. Prices

1. Our prices shall apply subject to change ex delivery plant or shipment warehouse in Euro excluding packaging, insurance, assembly on site and other secondary costs.
2. If the cost factors change – in particular in case of release orders – after submission of the order or after confirmation of the order we are entitled to make an adjustment to the prices based on the time of delivery, which corresponds with the increase in the cost factors.
3. Special prices for volume transactions shall only apply insofar as the agreed acceptance deadline is adhered to by the orderer. If the goods are not accepted within the deadline then these special prices shall cease to be valid. This applies both to the volume which has already been delivered as well as to the volume which is still to be accepted.

VI. Payment

1. The terms of payment disclosed in the order confirmation are binding. If the term of payment is exceeded the orderer shall be in default without a special reminder. We are then entitled to charge interest on default in the amount of the credit interest which is to be paid by us.
2. In case of default of payment all ongoing liability shall be deemed due and payable immediately without further ado irrespective of the term of payment or possible deferrals. Payments which the orderer makes will be used to redeem the oldest due liabilities. Changes to our assessment of the creditworthiness of the orderer entitle us to only make outstanding deliveries against advance payment, cash on delivery or provision of collateral, to cancel the contract after a reasonable final deadline or to request damages owing to non-satisfaction even if these rights were not originally agreed.
3. If we accept bills of exchange or cheques then this only takes place in payment. When collecting bills of exchange we shall charge bills of exchange costs from the day of the maturity of the invoice amount in the volume of the respective bill of exchange discount rate, further bill of exchange stamp items, bank commission, bank and if applicable debit expenses.
4. Offsetting and the assertion of a right of retention are only permitted with our consent. In the event of the existence of defects the customer is not entitled to a right of retention unless the delivery is obviously faulty or the customer is obviously entitled to a right to refuse the acceptance of the work; in such a case the customer is only entitled to retention as soon as the retained amount stands in a reasonable proportion to the defects and the expected costs of the subsequent performance (in particular the remedy of defects). The customer is not entitled to assert claims and rights owing to defects if the customer has not made due payments and the due amount stands in a reasonable proportion to the value of the - faulty - delivery.

VII. Reservation of title

1. We reserve the ownership to the object of delivery until the full satisfaction of all claims to which we are entitled against the orderer from the whole business relationship (reserved goods). Attachments and other dangers to the goods which are still our property are to be reported to us immediately.
2. This reservation of title shall cover the new product which is produced by processing of the delivered goods or their connection with other parts. We shall acquire direct ownership or co-ownership to the new object. With the connection with third party, still unpaid material and material which is subject to the reservation of title the orderer has to ensure that our ownership is not lost. The orderer shall keep the new object in safekeeping for us with the due care

and attention of an ordinary merchant. The processed or converted object shall be deemed as reserved goods.

3. The orderer is permitted to resell the reserved goods in the ordinary course of business. It has to ensure by keeping corresponding books that it can be determined at all times to whom the reserved goods were sold. In case the reserved goods are resold by the orderer the reserved goods shall be replaced as a precautionary measure by the purchase price claim to which the orderer is entitled from the resale. The orderer hereby now already assigns such purchase price claims to us with all secondary rights. If the reserved goods are connected with properties movable objects then the orderer also assigns its claim to which it is entitled as a remuneration for a connection to us as a precautionary measure with all secondary rights. Upon request the orderer is obliged to give us a written individual assignment concerning these claims in order to assert the assigned claims and to hand over necessary documents.
4. If the security items stated under 1. to 3. exceed our claim from the business relationship by more than 25% then we are willing to release the excess part of the collateral to which we are entitled to the orderer.
5. We are entitled to take possession of the reserved goods if the orderer is in default with the satisfaction of the claims from the business relationship existing against it. The request for the hand over or the taking possession does not represent a cancellation of the contract. The customer is obliged to hand over the goods. We are entitled to sell the reserved goods and to satisfy our claims from the proceeds by offsetting against the open claims.

VIII. Limitation of liability

Our liability for personal injury is unlimited. The same applies to other loss or damage sustained by the Customer as a result of a breach of duty committed by us with intent or by gross negligence. For typical contractual loss or damage sustained by the Customer as a result of a breach of a cardinal contractual duty committed by us, we are also liable if we are guilty only of ordinary negligence. In other cases our liability for ordinary negligence is excluded. What constitutes a cardinal contractual duty in the aforementioned sense is one whose fulfillment is a *sine qua non* for the due and proper performance of the contract, and on compliance with which the contractual partner regularly relies and may rely.

IX. Warranty

1. Claims for defects shall not exist with an only insignificant deviation from the agreed condition or with a mere insignificant impairment to the usability. We will be liable for verifiable defects to the delivery under the exclusion of further claims as follows:
 - a) The statute-of-limitations for the claims and rights owing to defects to our service, no matter for what legal grounds, is one year. This shall however not apply in the cases of § 438 Par. 1 No. 1. BGB [German Civil Code], 479 Par. 1 BGB or 634a Par. 1 No. 2 BGB. The statutes-of-limitations according to sentence one shall also apply to all claims for damages against the supplier which are associated with the defects irrespective of the legal basis of the claim. The statutes-of-limitations shall not apply in the event of wilful intent. Neither will the statutes-of-limitations apply if the supplier has maliciously failed to disclose the defect. The statutes-of-limitations shall moreover not apply to claims for damages in the cases of the injury to life, the body or the health or freedom, with claims according to the Product Liability Act in case of a grossly negligent breach of duty or with the breach of essential contractual duties. The statute-of-limitations shall begin with all claims in case of the delivery of the work services with the acceptance.The supplier shall in any case be entitled to the right to choose between remedy of defects and new delivery.

- b) We do not have to assume responsibility for other defects than those listed above, albeit defects of quality or rights. We shall in particular not be liable for damages which have been caused by incorrect or insufficient description of the business relationships, improper handling or attachment, excess use, natural wear and tear or other influences from the sector of the orderer.
 - c) Claims for damages shall not exist in any case. In particular each liability for damages, which were not suffered to the object of delivery itself and for consequential damages, is explicitly excluded.
 - d) The pre-requisite for our liability is that the orderer complies with responsible contractual obligations, in particular the agreed terms of payment.
 - e) If reports of defects of the orderer are not recognised by us the orderer's right to assert claims from defects shall become statute-barred in all cases in 3 months after the receipt of the report of defects.
2. Our liability for warranty shall cease to apply
 - a) if defects within the meaning of Subclause 1.a) are not reported to us immediately in writing after they have occurred;
 - b) if possible attached lead or seals on our appliances were infringed by the orderer or third parties or changes or repair work have been carried out without our explicit consent;
 - c) in case of default of payment, suspension of payments or bankruptcy of the orderer.
 3. Appliances for which a complaint has been made are to be sent in free of freight charges and customs. If the report of defect is recognised the repaired appliances will be returned or the substitute delivery made free of freight charges and packaging as normal cargo. Possible customs costs shall be borne by the orderer. If the orderer requests the return delivery or substitute delivery as express shipment, air cargo etc. then the additional costs shall be borne by the orderer.

X. Property rights

If we have to deliver according to drawings, models, samples or other details of the orderer then it shall be responsible for ensuring that property rights of third parties are not infringed hereby. The orderer has to indemnify us from claims of third parties. If the production or delivery is prohibited to us by a third party with reference to property right which belongs to it then we are – without examining the legal position – entitled to suspend the work and to request reimbursement of the spent costs.

XI. Place of performance and place of jurisdiction

The place of performance is Alfeld, the place of jurisdiction for all disputes arising from the contractual relationship and in connection herewith.

XII. Partial invalidity

The possible invalidity of one or individual provisions shall have no effect on the validity of the other provisions. The invalid provisions shall continue to apply with the contents which are permitted by law, which shall as far as possible correspond with the intended commercial results.

XIII. Duration of validity

These terms of delivery shall apply from 1.4.2015 (Rev. H).