

Conditions of Sale

Conditions of Delivery and Payment

1. General Conditions, Quotation, and Order Confirmation

We supply exclusively on the following conditions of delivery and payment. Orders are not considered accepted until we have confirmed acceptance in writing. The written order confirmation is the valid basis for the contract. All collateral agreements and any informal agreements made with our representatives are only binding once confirmed in writing. Oral agreements not confirmed in writing have no validity in law. Our representatives only broker orders. They did not have power of attorney. They are not authorized to confirm orders, nor to make binding undertakings as to delivery times, nor to accept deficiencies or claims, nor to grant allowances or discounts. All quotations are subject to confirmation. We reserve the right of prior sale for delivery via stock. It is permissible to deliver partially or wholly equivalent products, if not expressly precluded by the purchaser on the order. By awarding the order, the purchaser simultaneously consents to having his or her data stored in a data processing file for the purpose of efficient quotation and order processing.

2. Delivery

Any delivery period stated is not binding. It begins on the day the order is accepted by us but not before all details of execution have been clarified. It is not binding for us. Force majeure, or other circumstances not caused by our fault, that make delivery very difficult or impossible, e.g. production or transportation stoppages, strikes, lockouts, impedance by directives of public authorities, shortage of raw materials, etc. entitle us to make partial deliveries or to postpone the delivery for the duration of the impeding circumstance and for a reasonable time thereafter, or to cancel the contract or merely an unfulfilled part of the contract. The purchaser can demand of us to declare whether we shall cancel the contract or fulfill the contract within a reasonable period of at least 30 working days. If we do not declare our intention, the purchaser can cancel the contract. Claims for damages are excluded in any case.

3. Shipment and Risk

The risk of the object of delivery is assumed by the purchaser even if we have accepted the transportation costs, or performed delivery using our own vehicles. The mode of shipment and the route of shipment are determined by us if not agreed otherwise. If reimbursement of freight costs is agreed, the recipient must disburse the said costs without discount and they will be reimbursed upon presentation of the receipts. Freight and duty increases, forwarding fees, sidetrack fees, and crane dues, cover rental etc. and other minor costs shall be borne by the purchaser or shall benefit whoever is bearing the freight costs.

4. Packing

If packing is required, it is charged at cost price and is not returnable.

5. Prices

The prices stated in the written order confirmation apply, or if no order confirmation has yet been written, the prices in the written order confirmed by us. They reflect the cost situation at the time of order confirmation or order placement. If extraordinary circumstances occur before the time of delivery, such as increases in wages or raw material prices, increase in taxes and duties, etc., we reserve the right to increase prices by the increase in additional costs. All prices are subject to the current valid rate of Value Added Tax.

6. Terms of Payment

Payment must be effected in cash without deduction within 30 days of the date on the invoice. For payment within 10 days, a 2 % discount is granted. Other conditions require a written agreement. Bills of exchange and checks are only accepted on account of payment. Acceptance of bills of exchange requires prior agreement. We only accept bankable bills. Deduction of a discount will not be granted for payment by bill of exchange. Discount and bill charges shall be borne by the purchaser. If partial deliveries are made, the purchasing price of each partial delivery becomes due without regard to the remaining deliveries. If the payment due date expires, we are entitled to charge expenses of at least 5 % above the current discount rate of the Deutsche Bundesbank. Further claims are not excluded. A letter of formal notice from us is not required. In the event of arrears of payment, or protest of a bill of exchange or check

or other circumstances that cast doubt on the creditworthiness of the purchaser, all our claims are due immediately notwithstanding agreed due dates for payment and we are entitled to charge for costs equal to the usual bank rates and expenses for granting credit as of the date on the invoice. If the purchaser is in arrears of payment, we are also entitled to withdraw from any outstanding delivery obligations without notice. If circumstances come to our notice after the order has been placed that cast doubt on the creditworthiness of the purchaser, we are entitled to cancel the contract or to demand cash payment in advance. One circumstance that would cast doubt on the creditworthiness of the purchaser is the status report of a credit inquiry agency. A right of retention or setoff with respect to the purchasing price or other obligations of the purchaser is excluded, even for partial deliveries. A reduction of the purchasing price is only permissible according to Section 8 of these conditions. Unless a right of redhibition of the purchaser has been expressly accepted in writing by us, the purchaser is obligated to pay the full purchasing price.

7. Retention of Title

Our deliveries are made with retention of title only. The goods supplied remain our property until the purchasing price has been paid in full and all claims of whatever nature arising from the business relationship have been satisfied. The retention of title also remains if a balance is confirmed after a bank reconciliation statement. The property is only transferred once all bills of exchange or checks given in payment have been settled, including the costs thereof. If payment is made by check or bill transaction, our retention of title does not expire until no more claims can be made against us on account of liability under a bill. As long as the retention of title applies the purchaser shall only sell the goods as part of his usual marketing business. If the purchaser delivers the goods to a third party on credit, he too is obligated to retain the title. Accordingly, if the purchaser has ceased payment for the goods delivered before payment is completed, the vendor has the rights stated in § 46 of the German Bankruptcy Act (Konkursordnung) for segregation or transfer of the right to the consideration of the delivered goods. If a third party is in possession of the article, the purchaser shall transfer his claim for restitution against the third party to us. If the purchaser has goods delivered by us under retention of title in his possession, a safekeeping agreement shall be considered to have been made between the purchaser and us. The purchaser is not entitled to transfer ownership or pledge goods under retention of title or articles manufactured from them. If the purchaser sells the goods delivered by us, in whatever state, he thereby immediately transfers to us the claims against the purchasing third party or other third parties with all subsidiary rights up to the value of all our claims from the delivery of goods. If the reserved goods are sold by the purchaser after processing either separately or with other goods not owned by us, the transfer of claims from the sale only applies up to the invoiced value of our reserved goods. The purchaser is obligated on demand to inform his orderer of the transfer of claims and to hand over to us the documents necessary to enforce our claims against this orderer. If the value of the security given to us exceeds the amount of all our claims ñ in particular from deliveries ñ by more than 20% we are obligated to declare release according to our choice if the purchaser so demands. The purchaser must inform us immediately of any prejudice to our rights by third parties. The purchaser is not entitled to pledge or transfer ownership for the purpose of security of the goods or claims in lieu thereof. If our purchaser does not observe the agreed conditions of payment, we are entitled to demand return of the goods without cancelling the contract until the purchaser has fulfilled his payment obligations.

8. Warranty for Defects

We provide a warranty for a period of 6 months for all goods delivered by us. The warranty for the materials, components, and instruments begins with the date of delivery. The warranty for assembly performed by us begins on the day assembly is completed. This shall be indicated in writing by us. Customary deviations from qualities, dimensions, and quantities provide no reason for objection. The warranty for defects as part of the warranty does not apply to natural wear, nor to damage caused by incorrect or negligent handling, excessive loading, chemical, electrochemical, electrical, or atmospheric influences after delivery. Defects must be reported to us in writing without delay and the parts affected returned to us on demand. The warranty for components and devices expires with any intervention in the component or instrument without our express written permission. Our warranty covers only material and manufacturing defects. Notification of defects must be made within 8 days of receiving the goods, otherwise the goods shall be considered accepted. Notification of defects must also be made in writing before processing of the goods stating precisely what defect was found and does not release the purchaser from his payment obligation. If the objection is justified, the purchaser can only demand repair but not reduction, redhibition, compensation, or substitute delivery. However, we are entitled to deliver

defect-free goods or reduce the purchasing price to compensate for the reduced value of the goods instead of correcting the defect on the goods delivered. If the purchaser is to supply the goods to a third party, acceptance must be performed in our factory first. Otherwise the goods are considered delivered as contractually agreed. In particular, compensation claims of the purchaser for further indirect or direct damage are excluded. Non-fulfillment of the terms of payment releases us from all warranty obligations. Even in the event of objections, the purchaser must first accept, unload, and properly store the goods. Returns require our prior agreement. If the objection to the goods is based on drawings made by us, objections based on drawings are excluded where the customer approved the drawing before the work was performed. The above terms of the warranty also apply to deliveries of non-contractual goods.

9. Safety Precautions

If safety precautions of any type have to be taken during assembly work performed by us or if the active collaboration of the purchaser or a third party not commissioned by us is required, all resulting costs are to be charged to the purchaser. Equipment or other utilities must be provided by the purchaser.

10. Place of Performance and Jurisdiction

The place of fulfillment for delivery, performance, and payment is Erlangen irrespective of the stipulations of § 29 ZPO (German code of civil procedure). If the purchaser is a registered trader, corporate body under public law or special assets under public law, the district court of Erlangen is agreed upon for exclusive jurisdiction including rights and obligations from bill and check liabilities. The courts of Erlangen shall have exclusive jurisdiction.

11. Reservation

We reserve the right to remove products from the program, or replace products with other products and to make technical modifications during the period of validity of the catalogue.

12. Other Conditions

The rights of the purchaser from a contract are not transferrable without our express written permission. If we accept the return of goods, they can only be reimbursed at 75% of the invoiced amount if they are standard products. Return of special products is excluded. If agreements differ from the above conditions, they are only valid if made in writing. We are entitled to make partial deliveries in any case. German Law applies. The invalidity of individual terms of these conditions of delivery and payment or other parts of the contract are without prejudice to the validity of the remaining parts of the contract.