



## General Conditions of Supply/Export (GCSE)

### 1. Scope of GCSE

Unless otherwise stipulated in writing, the following Conditions will apply as integral part of all quotations and contracts on supplies and services. Deliveries will be made subject to these CCSE which remain in force for all future supplies even without further notification and over-ride any other terms of conditions stipulated or referred to by the Customer.

### 2. Conclusion of Contracts

2.1. Our quotations (even if titled "offer") are without engagement and are not offers. The contract is to be made at the time of our written confirmation or through the execution of the order by despatch of goods. The same applies accordingly to the customer's requests with regard to contract amendments or changes.

2.2. Any information given and any documents made available to the customer only contain approximate values customary in this branch of business. Stated measured values (e.g. performance values, power requirements, ranges, measuring accuracy etc.) are understood to apply only in the absence of effects of possible interferences or other disturbances from the environment and are binding only if they expressly become a subject matter of the contract.

2.3. All documents stated above may – without our prior written approval – not be used in any way for purposes not connected with the respective contract; in particular they may not be made available to third parties. Upon request, they must be returned to us without delay.

### 3. Prices

Our prices are understood to be in Euro and Ex Works, excluding costs for packaging, other incidental costs (e.g. installation and commissioning) as well as value added tax at the applicable statutory rate.

### 4. Payments

4.1. All payments – unless otherwise stated - must be made to us, without any deduction, within two weeks after receipt of our respective invoice.

4.2. If payment by instalments has been agreed and if the customer either is in delay, in whole or in part and the outstanding payment amounts to at least 5% of the total contract value or if the customer offends against his obligation from the agreed retention of title as per paragraph 9), the total residual amount still to be paid by the customer falls due immediately.

4.3. Bills of Exchange are accepted by our company only after previous written agreement and only subject to their discountability as well as on account of performance. The customer must bear all discount charges and other incidental costs and must immediately reimburse us these costs. Values of bills and cheques are credited only after the equivalent amounts have been made available without reservation.

4.4. If the customer delays in payment, in part or whole, we are entitled – irrespective of any other right of our company – to interest on the delayed payment as of this date, amounting to 8 percentage points above the relevant applicable base interest rate as per relevant German legislation. We reserve the right to assert other damage due to delay.

### 5. Assignment/Retention/Setoff

5.1. Our customer is not entitled to assign any claims – except indisputable monetary claims – against us to third parties without our written approval.

5.2. Services to be rendered by the customer may neither be refused nor withheld or set off because of any claims unless the customer's claims have either not been disputed by us and are due or have been determined as legally effective.

5.3. We shall have the right of setoff and retention to the extend legally provided.

### 6. Contractual Periods/Fixed Dates

6.1. Any contractual periods agreed with us commence with the date of the written declaration of acceptance by our company.

6.2. In the case of changes or amendments to the supplies and services in the contracts attributable to the customer the contractual periods stated in the above paragraph 6.1. are extended reasonably.

6.3. Contractual periods and fixed dates are binding only if expressly agreed in writing. Force Majeure and other abnormal circumstances such as, in particular government acts and transport disruptions – irrespective whether they occur within our own company or at our vendors – will relieve us from our obligation to supply/render services either for the duration of such effects or altogether if it becomes impossible to render the services at all. If such a hindrance exists for more than 6 months, the customer is entitled to withdraw from the contract. Under these circumstances, any penalty possibly agreed upon shall be considered not forfeited.

### 7. Transport/Taking Over/Acceptance

7.1. Unless otherwise agreed, we have the right to choose the route and the means of transport. If we have to bear the transport charges or any relating expenses such as transport insurance etc., then any increase occurring therein after conclusion of the contract shall be charged to the Customer. General Commercial Terms such as CIF, CPT etc. shall be interpreted in accordance with the latest version of the Incoterms.

7.2. If an incoterm has been agreed that implies clearance of the goods for export as our obligation and such clearance becomes impossible owing to sovereign/mandatory regulations we shall foremost – in coordination with the customer – try to stop subsequent proceeding against prior reimbursement of corresponding costs and/or costs that arisen so far in relation to subject order. If such situation however arises and "hold of subsequent proceeding" can not be reached or does not make sense at stage already reached at that time or is not acceptable to the customer, agreed incoterm shall in any case be "ex works". Furthermore in such situation any payment outstanding - irrespective originally agreed payment conditions - is falling due for payment immediately. Any charges (such as freight charges) included in the agreed price and being financially subject to aforementioned change in the sense of a reduction shall be - at our disposal - either mutually deducted from due payment or will be reimbursed.

7.3. Upon due date the customer must accept or take over our supplies/services immediately after having been requested by us to do so.

7.4. If the customer does not accept/take over the supplies/services in conformity with the above paragraph 7.1., our company is entitled, after unsuccessful reminder, to withdraw from the contract after expiration of a reasonable period fixed by us and to claim damages, i.e. at our option either in the form of a reimbursement of the loss incurred to us or – without proving the loss – at the amount of 10% of the agreed price. It will be left to the customer, in particular, to furnish proof of the fact that we have incurred no or a minor loss.

### 8. Transfer of Risk

8.1. We are entitled to make partial supplies and/or to render partial services as long as no recognisable interests of the customer is opposing to it.

8.2. The risk for our supplies and services passes to our customer with the acceptance or taking over of such supplies/services; however, in the case of supplies, the risk passes at the time such supplies leave the relevant site (whether our site or any site of our sub-supplier) ex works/Incoterms 2000. This also applies to partial supplies/services even if we have undertaken further services (such as transport, installation, assembly and/or commissioning)

8.3. If the taking over/acceptance of supplies, or their leaving the relevant site of our company or any of our sub-suppliers, is delayed for reasons attributable to our customer, the risk passes to the customer upon futile expiration of the period fixed by us as per paragraph 7.1. at the latest. If goods are taken into safe custody for the customer by our company, the customer assumes the costs and risk for such custody. Unless agreed otherwise, the customer is obliged to pay to us for such storage the ordinary fee of a commercial storage company.

### 9. Retention of Title

9.1. We reserve the right of property in the goods supplied by our company until receipt of all payments from the business relationship with the customer. In the case of customer failing to conform to the contract stipulations, particularly in the case of a delay in payment, we are entitled to recover the goods subject to retention of title subsequent to withdrawal from the contract.

9.2. The customer is obliged to treat goods subject to retention of title with care; in particular, he is obliged to adequately insure, at his own expense, such goods at their reinstatement value against damage and theft.

9.3. In the case of attachment or other interventions by third parties, the customer must immediately inform us in writing. Unless third parties are incapable of reimbursing us judicial and extrajudicial costs for any action as per § 771 German ZPO, the customer shall be liable for any expenses defrayed by our company.

9.4. The customer is entitled to sell or dispose of goods subject to retention of title within the course of ordinary business; however, the customer hereby assigns to us in advance any claim to the amount of the invoice total (including value added tax) of our claim which the customer may have against his clients or third parties, i.e. irrespective of whether the goods subject to retention of title were resold without or after processing. The customer will remain entitled to collect such claim even after assignment. Our power to collect such claims ourselves remains unaffected. However, if this is the case, the customer shall immediately make to us the assigned claims and their debtors, provide any information and documents necessary for collection of such claims and inform the debtors (third parties) of the assignment.

9.5. Any processing or conversion by the customer of the goods subject to retention of title will always be done on our behalf. If the goods subject to retention of title are processed with other goods which are not our property, we will acquire co-ownership in the new product at the value of the goods subject to retention of title in proportion to the other processed goods at the time of processing. Furthermore, the product resulting from such processing is subject to the same provisions that apply to the goods supplied subject to retention of title. Also, the new product is held in safe custody by the customer on our behalf.

9.6. If the goods subject to retention of title are mixed inseparately with other goods which are not of or property, we will acquire co-ownership in the new product at the value of the goods subject to retention of title in proportion to the other mixed goods at the time of mixing. If the mixing is such that the customer's product must be considered the main product, it is understood that a proportionate co-ownership is assigned to us by the customer. The resulting sole or co-ownership is held for us by the customer. The fourth sentence of paragraph 9.5. shall apply accordingly.

9.7. To secure our claims against him, the customer assigns to us also such claim which arises against third parties due to the combination of goods subject to retention of title with real estate.

9.8. The above-mentioned assignments do not include any respite for payments liable to be made by the customer.

9.9. Upon the customer's request, we agree to release any securities to which we are entitled to the extend that the value of our securities exceeds the claims to be secured by more than 20%; the selection of the securities to be released shall be at our opinion.

### 10. Defects

10.1. The customer shall notify us of any defects of quality immediately after their discovery.

10.2. First we are given the opportunity to provide for rectification of the defect within a suitable period of time, i.e. at our option either by elimination of the defect, the delivery of goods free from defects.

10.3. In case of defects attributable to a sub-supplier we may assign all our claims against such sub-supplier(s) directly to the customer in lieu of our obligations for rectification. If sub-suppliers rectification efforts fail, customer shall directly present any relevant claim to the sub-supplier in lieu of customers claim towards our company.

10.4. If the rectification fails or is not possible at reasonable expenses - in such cases we did not already transfer all our warranty rights out of sub-supplier's obligations – the customer is entitled to withdraw from the contract or to reduce the remuneration – irrespective of any other damages.

10.5. Any claims of the customer against our company due to expenses required for the purpose of rectification, in particular costs for transportation, travelling, labour and matter of supply/services has been transferred to a place other than the branch office of the customer, unless such transfer corresponds to the intended use of the subject matter of supply/services.

10.6. Legal claims of the customer against our company under a right of recourse exist only in so far as the customer has not reached any agreements with his clients beyond the legal warranty claims and rights. Furthermore, the above paragraph 10.5. shall apply accordingly as far as the scope of the customer's claim against our company under a right is concerned.

10.7. The period of limitation for defects of quality and in title amounts to one year, commencing with the passage of risk.

10.8. Our obligation to pay damages depends on paragraph 11 stated below.

10.9. Used goods are supplied by our company – subject to paragraph 11 stated below – excluding any liability for defects of quality or title.

10.10. The above stipulations are not connected with a shifting of the burden of proof to the disadvantage of the customer.

### 11. Damages and Liability

11.1. Claims for damages and compensation of expenses (hereinafter "damages") of the customer against our company are excluded, irrespective of the clause in law, unless they are based on the provisions of the Product Liability Act, on an international or grossly negligent violation of contractual or legal obligations on our part, on injuries to health and physical injuries of the customer due to a violation of duties for which we are responsible and if such claims can not effectively transferred to a sub-supplier.

11.2. Damages for the violation of essential contractual obligations shall be limited to foreseeable damage which is typical for the contract, unless it is based on intent or gross negligence, on the assumption of a liability with regard to injuries to health or physical injuries or due to the taking-over of a guarantee for the existence of a characteristic feature.

11.3. Paragraph 10.10. shall apply accordingly

### 12. Secrecy

All documents and information received by the customer during and for the purpose of the performance of a contract are to be treated confidentially by the customer as long as they do not become generally known. This obligation remains effective even after termination of a contract and is to be imposed also upon third parties if the disclosure of documents and information to them is permitted.

### 13. Place of Jurisdiction/Applicable Law

13.1. The sole place of jurisdiction for both parties with regard to all disputes directly or indirectly arising from the contractual relationship shall be Munich. At our option, however, we remain entitled to assert claims against the customer at the courts which have jurisdiction over the customer's place of residence, registered office or assets.

13.2. Substantive German law shall apply, excluding the United Nations on contracts concerning the international sale of goods (UNCITRAL / CISG).

### 14. Severability

Should individual provisions of a contract on supplies and services, of which these provisions are an integral part, be or become invalid, this will not affect the validity of the remaining provisions of the contract.