

1 General All deliveries, services, and offers are made or rendered exclusively according to our General Terms and Conditions. The General Terms and Conditions shall be considered part of any contract regarding the offered goods. They shall apply even if not referenced explicitly.

Customer terms and conditions are not applicable even if this is not explicitly stated in each case, nor shall they become part of a contract by acceptance or fulfilment of an order.

2 Conclusion of contract Unless specified otherwise in writing, our offers are always non-binding.

All representations or figures (e.g. weights, dimensions, ratings, capacities, tolerances, and technical data) are approximations, unless suitability for a purpose specified in contract requires exact compliance. Individual offers are based on customer specifications, without any knowledge of customer-specific conditions on our part. The customer is responsible for verifying that offers made on this basis are conforming to their needs and demands. Guarantees are only made if stated explicitly.

Obvious errors, misprints, arithmetic errors, clerical errors, and miscalculations are non-binding and shall not constitute any claims.

If the order confirmation or the delivery note differ from the customer's order, and the customer accepts the goods without reservation and without immediate written complaint, he shall be deemed to have consented.

3 Prices, payment The contractually agreed prices and terms shall apply, with our current list prices being applicable in addition.

If not agreed otherwise, prices are ex works or from the point of shipment and not including VAT or secondary services (e.g. packaging, loading, freight, insurance, assembly, customs, expenses, or travel) or other expenses.

The price of imported goods shall be based on the exchange rate on the day of order confirmation.

Bills of exchange are accepted for payment only upon previous written agreement. Discounting fees are calculated from the claim's due date, independently of the time of acceptance. We do not guarantee timely collection or timely protest.

If not agreed otherwise, invoices are payable immediately and in full. The date and amount of credit to our account are relevant.

In case of default, we shall be entitled to claim the legal interest rate of 8 % above the annual base rate. The rights of enforcement and proof of greater damage are reserved. In case of default, all rebates, discounts, and other concessions become void.

In case of default, or in case of reasonable doubt as to the customer's solvency, we shall have the right to demand payment in advance and/or to withhold further services. If the customer is still in default after a reasonable deadline for matching payment with deliveries has expired, we shall be entitled to cancel the contract.

The customer shall have a right of retention or to offset his claims against ours only if the customer's claims have been validated by a court of law, or if they are uncontested or have been accepted.

If the delivery lead time exceeds four months, we reserve the right to reasonably adjust our prices to reflect possible increases or decreases in cost occurring after the date of contract, in particular such as caused by collective bargaining or changes in material prices. If such increase amounts to at least 5 % of the original price, the customer has the right to cancel the contract at no earlier time than the date of effectiveness of the increase.

4 Delivery, passing of risks The delivery of the goods and the form of the documents shall be according to the International Commercial Terms (Incoterms).

If not specified, all deliveries shall be "ex works". The risk of incidental destruction or deterioration passes to the customer upon delivery. If the customer is in default, risks are passed upon notification that the goods are ready for delivery.

If shipment of the goods has been agreed, such shipment shall be from our location and at the risk and expense of the customer. In case of delays in delivery for which the customer is at fault, risks shall pass to the customer at such a time as the goods are ready for shipment. The customer shall bear all costs ensuing from such delay.

If not agreed otherwise, we shall have the right to select the carrier and mode of transport. At the customer's request, we shall obtain transport insurance in his name and at his expense.

Storage after the passing of risks shall be at the customer's expense. If storage is at our facilities, storage costs shall be 0.5 % of the open invoice amount per month or fraction of a month, starting one month after notification that the goods are ready for shipment. The rights of

enforcement and proof deviating storage costs are reserved.

All delivery lead times are approximate unless a fixed delivery lead time has been agreed explicitly. Delivery lead times begin on the date of receipt of the order confirmation, however not until such time as all commercial and technical details have been resolved.

If the customer defaults on his obligations to cooperate, in particular on the submission of documents or advance payments, delivery lead times shall be extended accordingly.

Delivery lead times shall also extend accordingly in case of delays caused by force majeure or other unforeseeable circumstances beyond our control (e.g. natural disasters, strike, lockout, shortage of energy or raw materials, governmental travel warnings, or missing, improper, or delayed deliveries by our suppliers). If delivery is significantly obstructed or prevented altogether by such events, and such obstruction is likely to be long-term, we shall have the right to cancel the contract wholly or partially. This frees the customer from his reciprocal obligations. If delivery ceases to be economically reasonable to the customer for this reason, he shall have the right to cancel the contract. We shall not be liable for delays in delivery or failure to deliver caused by such events. We shall give proper notification to the customer if such events occur.

Delivery lead times refer to the time of delivery, or to the notification that the goods are ready for deliver, respectively. Partial or early delivery shall be permitted if reasonably acceptable.

The customer is responsible for compliance with special regulations pertaining to his business or regarding import and export, and for obtaining any required permissions. If such permissions are not granted, the customer's obligation to accept shall remain unaffected.

5 Retention of title We retain ownership of the goods until all payments resulting from the business relationship have been made. The customer shall safeguard the items (co-)owned by us without compensation.

We also reserve all rights to any designs, samples, models, plans, data, drawings, etc. made available to the customer in the context of the negotiation or execution of the contract, in particular the rights of ownership and intellectual property. Copying or disclosure to third parties is prohibited.

In case of a violation of contract by the customer, in particular default of payment or filing for insolvency, we shall be entitled to demand the immediate return of the goods. The customer's right of retention shall not apply in this case. A demand to return the goods or an enforcement of retention of title on our part shall not constitute a cancellation of the contract, unless explicitly stated.

Further processing or modification of the goods shall always be for us as the manufacturer, but without obligation to us. If the goods are processed or combined inseparably with third-party products, we shall have partial ownership of the new items according to the proportion of values.

For the duration of the retention of title, the following shall apply:

- The customer must keep the goods in perfect condition. The customer shall obtain insurance for the goods on our behalf and at his expense. The customer shall submit evidence of such insurance on request, insofar as this is reasonable.

- As long as the customer is not in default, he shall have the right, until cancelled, to legally sell or further process the goods. The goods shall not be pledged or deeded as security.

- By way of security, the customer shall presently cede to us all claims and secondary claims resulting from the resale of the goods or resulting in lieu of or otherwise pertaining to the goods (e.g. insurance, tortious act).

- Until cancelled, the customer shall be authorised to collect the ceded claims in his own name and to our account. Our right to collect the claims ourselves shall remain unaffected. We shall have the right of disclosure.

- In case the goods are seized by a third party, in particular in the course of repossession or by other means of enforcement, the customer shall inform the third party of our ownership and notify us immediately. This shall

also apply in the event that the company's real estate is seized. The customer shall remunerate us for the cost of intervention if we are unable to claim recompense against the third party.

6 Warranty The customer shall inspect the goods thoroughly directly upon receipt and notify us immediately and in writing of any defects found ("notice of defects"). If there is no such notice, the goods shall be deemed accepted unless they contain defects that were not identifiable during the inspection. The customer shall notify us of such defects immediately upon detection. This provision does not apply in case of

fraudulent concealment. If the customer uses goods for which he has issued a notice of defect without our written approval, the goods shall be deemed accepted.

Any negotiations about notices of defect shall not constitute a waiver of our right to object to such notice on grounds of its being untimely, materially flawed, or otherwise insufficient. Measures of damage control shall not be interpreted as acknowledgement of any defects.

Deviations due to material from the agreed quality or quantity, or changes of build, design, or dimension in the course of technical progress, shall be permitted to the extent of the tolerances generally accepted within the industry, insofar as they do not reduce the suitability for a contractually agreed purpose, do not violate any guarantees, and are reasonably acceptable to the customer.

If the goods are defective, the customer shall have the following remedies:

By way of supplementary performance we shall, at our discretion, either repair the defect or supply a non-defective replacement item. We shall be entitled to deny supplementary performance partially or entirely if the cost of such would be unreasonable. The customer shall allow us reasonable time and opportunity for supplementary performance.

Defects may not be claimed for used goods, unless the defect has been fraudulently concealed or is covered by warranty.

Usual wear and tear shall not constitute any claim for defects. Claims for defects are also excluded in the following cases: unsuitable or improper use; faulty assembly or installation; failure to observe processing guidelines; natural wear; improper or negligent handling or storage; failure to perform proper maintenance and service; use with unsuitable components; chemical, electro-chemical, electrical, or environmental influences. The same applies in case of unauthorised modification, replacement of parts, or use of consumables that do not comply with the original specifications, unless the defect was caused otherwise.

If supplementary performance fails, or if both types of supplementary performance are denied, the customer shall be entitled to cancel the contract, reduce payment, or claim damages.

The customer shall be held liable if he improperly demands the repair of a defect the cause which is found to be within his field of responsibility and he is at fault, at least by negligence, for not recognising this fact.

If the use of the goods results in a violation of trademark or intellectual property rights, we shall, at our discretion, either obtain a licence of use on behalf of the customer, or modify or replace the goods in such a way that no rights are violated. If this is not possible on reasonable terms, the customer shall be entitled to his legal rights of cancellation or reduction, independently of any claims for damages.

The above obligations shall apply only if the customer (a) immediately notifies us of any claims regarding the violation of such rights, (b) does not acknowledge the violation, and (c) leaves all measures of defence or negotiation of a settlement to us. If the customer ceases to use the delivery for reasons of damage reduction or other important reasons, he shall give notification to the third party that such cessation of use does not imply any acknowledgement of the violation.

The customer shall not be entitled to any claims if he is responsible for the violation or the violation has been occasioned by customer specifications or caused by an application unforeseeable to us or through modification of the goods by the customer.

The customer shall be entitled to recourse according to § 478 BGB (German Civil Code) only insofar as the customer has not entered any agreement with his buyer that is in excess of the claims provided by law.

Claims for defects may not be filed more than 1 year after delivery, unless the defect has been fraudulently concealed or is covered by warranty.

The limitations of liability in this paragraph are applicable only insofar as the provisions on liability below do not specify otherwise.

The location of supplementary performance shall be Karlsruhe.

7 Liability We shall be liable according to the relevant laws for any loss of life, physical injury, or harm to health resulting from premeditated or negligent violation of duty by us or our legal representatives and assistants.

For other damages, the following shall apply:

- We shall be liable according to the relevant laws for damages resulting from premeditated or negligent violation of duty by us or our legal representatives or assistants.

- We shall not be liable for damages resulting from simply negligent violation of a non-contractually significant duty by us or our legal representatives or assistants.

- Liability for damages resulting from simply negligent violation of significant contractual duties by us or our legal representatives or assistants is limited to the contractually anticipated damage.

- Liability for damages resulting from grossly negligent violation of a non-contractually significant duty by us or our legal representatives or assistants is limited to the contractually anticipated damage.

- Significant contractual duties are those whose performance is a necessary precondition for the proper performance of the contract, and whose fulfilment the customer can be expected to rely on.

The exclusions or limitations of liability do not apply to claims according to product liability law, in case of fraudulent concealment of defects by us, or if we have warranted certain qualities and further damages are thus covered by our company liability insurance.

The customer's legal rights of cancellation remain unaffected by the exclusion or limitation of liability. A reversal of the burden of proof to the disadvantage of the customer is therefore not implied.

The customer shall maintain his own insurances as usual in his industry (e.g. insurance against business discontinuation). The use of the goods shall be restricted to the country for which they were ordered. Any re-import or re-export shall be at the customer's risk.

8 Liability limit For the limitation of liability to the contractually anticipated damage, the liability per case shall be limited to € 30,000.00; cumulative liability for all damages within one calendar year shall be limited to twice this amount.

9 Confidentiality and privacy The customer shall treat all contents of the contract, in particular prices, discounts, know-how, and other business secrets as strictly confidential. Without our express permission, the customer shall not disclose to third parties or make available otherwise any information, documentation, drawings, or other documents. This does not apply if such contents are publicly known without any violation of confidentiality. The customer is responsible for ensuring that his employees follow the above confidentiality provisions.

The customer is aware of our storing of customer data. The customer grants us the right to gather, store, process, use, and exchange with third parties all customer data from the business relationship in the context of the agreement. We shall ensure that the customer's concerns will not be infringed upon.

We shall have the right to use the customer's name and the project as a reference.

10 Closing provisions These provisions also apply to the customer's associated companies according to § 15 AktG (German Corporate Law). The customer is responsible for imposing the duties on his associated companies. The customer shall not be entitled to transfer rights from this contract to third parties without our consent. § 354 a HGB (German Commercial Law) shall remain unaffected by this provision. This contract, and any claims arising hereunder or in connection herewith, shall be exclusively governed by and construed in accordance with German law, without giving effect to its conflict and choice of law principles (international private law). The CISG shall not be applicable. The exclusive venue shall be with the Courts in Karlsruhe, Germany. The place of performance for any obligation under this contract or in connection herewith shall be Karlsruhe, Germany. Company reserves the right to bring a lawsuit also at customer's place of business. If a provision of these terms and conditions is or becomes ineffective, the applicability of the remaining provisions shall remain unaffected. Any change or amendment to the contract must be in writing.