

## General Terms and Conditions of Business

### Section 1 Scope of Application

1. The Terms and Conditions of Business below apply solely and exclusively with respect to companies, legal entities under public law or public-law special funds within the sense of Section 310 (1) BGB [German Civil Code]. Contrary or divergent provisions shall not be binding unless agreed in writing.
2. These Terms and Conditions of Sale govern as well any and all future transactions with the customer, provided that the legal transactions are of a related nature and/or that no other regulations have been agreed.
3. Any and all legal relationships between us and the customer are governed solely and exclusively by the laws of the Federal Republic of Germany, excluding application of the UN Convention on the International Sale of Goods (CISG).

### Section 2 Conclusion of Contract

1. An order shall be deemed contracted upon our confirmation.
2. If any provisions of the contract are invalid or if there are omissions, the remaining provisions will not be affected. The parties covenant to conclude in lieu of the invalid provision a legally acceptable regulation which comes closest to the commercial intent of the invalid regulation or which remedies the omission(s).

### Section 3 Provided Documents

We retain our title of ownership and copyrights to any and all documents which are provided to the customer within the framework of the placement of the order, including, but not limited to, calculations, drawings etc. Any and every disclosure to third parties is prohibited unless the customer has obtained our express written consent.

### Section 4 Prices and Payment

1. Prices are shown in euros, excluding any packaging, freight, postage, customs duties and insurance on the value. All prices are shown net, excluding any applicable value-added tax. The customer is obligated to pay any and all legally applicable value-added tax. Price changes are permissible if and when a period of more than 6 weeks lapses between conclusion of the contract and the scheduled delivery date. If and when there

are increases in labour, material or distribution costs before the delivery, we are entitled to adjust the price in accordance with the cost increases. The customer is entitled to cancel the contract solely if and when the price increase exceeds the rise in general living costs between the conclusion of the contract and delivery by more than an insignificant amount.

2. Unless otherwise agreed, the purchase price shall be paid solely and exclusively by payment without any deductions to one of our bank accounts within 14 days of the invoice date. The acceptance of cash payments is not permitted. Cheques will not be accepted in payment.
3. Unless otherwise regulated between us and the customer, the customer bears the expenses for freight, postage, customs duties and packaging. At the customer's request, we will, at the customer's expense, conclude an insurance policy on the value.

### **Section 5 Offset and Retention Rights**

The customer has a right to offset counterclaims solely if and when they have been finally adjudicated or are undisputed. The customer is authorised to exercise a right of retention solely if and when the counterclaim is based on the same contractual relationship.

### **Section 6 Delivery Period**

1. Delivery periods are approximate and non-binding. They are binding solely if and when there is a written agreement to this effect between us and the customer.
2. In the event that binding delivery periods have been agreed, the delivery period we have indicated does not begin to run until the customer has fulfilled its obligations correctly and in good time. We reserve the right to plead the defence of the non-fulfilment of the contract. We will comply with the delivery period to the best of our ability. However, we will be released from the performance obligation and from the obligation to comply with delivery periods in the event of the occurrence of any circumstances which result in major operational disruption, whatever their nature, provided that we are not accountable for these circumstances.
3. If and when the customer is in default of acceptance or is in culpable breach of other cooperation obligations, we are entitled to request compensation for any and all loss or damage we have consequently suffered, including any additional expenses. We reserve the right to assert more comprehensive claims. If and when the aforementioned circumstances have occurred, the risk of accidental loss or of accidental deterioration of the goods shall pass to the customer at that point in time at which it is in default of acceptance or at which it is culpably in breach of any other cooperation obligation.

### **Section 7 Passage of Risk During Shipping**

If the goods are shipped, the risk of accidental loss or accidental deterioration of the goods passes to the customer upon their handover to the shipping agent. The above provision applies regardless of whether the goods are shipped from the place of performance or of who bears the freight costs.

### **Section 8 Retention of Title**

1. We retain title of ownership to the delivered goods until payment of any and all of our receivables from the business relationship with the customer has been made in full (reserved goods). The above provision applies as well to any and all future deliveries even if we have not expressly referred to it. We are entitled to repossess the purchased goods if and when the customer acts in breach of contract.
2. The customer is obligated to handle the purchased goods carefully as long as the title of ownership has not passed to it. It is in particular obligated to insure the goods at its own expense for loss or damage due to theft, fire and water. If and when maintenance and inspection work is required, the customer shall perform the work in good time at its expense. As long as the title of ownership has not passed to the customer, the customer shall notify us in writing without delay if and when execution is levied on the delivered goods or they have become the subject of any other third-party attachments. If and when the third party is not able to reimburse us for the court and out of court costs of a suit in accordance with Section 771 ZPO [German Code of Civil Procedure], the customer is liable for the loss we have incurred.
3. The customer is entitled to resell the reserved goods during the normal course of business. The customer assigns to us here and now any claims against its buyers pursuant to the resale of the reserved goods in the amount of the invoiced final amount (including value-added tax) agreed with us. The above assignment is effective regardless of whether the purchased goods have been resold with or without processing. The customer remains authorised to collect the claim even after the assignment. The above provision is without prejudice to our right to collect the claim ourselves. However, we will not collect the claim as long as the customer fulfils its payment obligations, is not in default of payment, has not filed a petition for the initiation of bankruptcy proceedings or has not suspended payments.
4. Any processing and working or alteration of the purchased goods by the customer is always done on our behalf and on our request. In this case, the customer's expectant right to the purchased goods extends to the altered goods. If and when the purchased goods are processed together with other goods not belonging to us, we acquire co-ownership of the new product in the ratio of the objective value of the purchased goods to the other processed goods at the time of the processing. The above provision applies as well in the event of a mixing. If and when the mixing occurs in such a fashion that the customer's product must be regarded as the main product, it shall be deemed agreed that the customer conveys proportionate co-ownership to us; the customer shall safeguard our resulting sole ownership or co-ownership on our behalf. The customer hereby assigns to us as security for our claims against the customer any claims which it acquires against third parties as a consequence of the joining of the reserved goods with land; we accept the assignment here and now.

## Section 9 Claims Due to Defects and Recourse/Manufacturer's Recourse

1. Customer's claims due to defects are subject to the proviso that it has properly fulfilled its inspection and complaint obligations pursuant to Section 377 HGB [German Commercial Code], i.e. has reported without delay any defects upon their discovery.
2. Claims due to defects are subject to a limitation period of 12 months from the completion of the delivery to our customer of the products we have supplied. The above provisions do not apply if and when legal statutes mandate longer limitation periods pursuant to Section 438 (1) no. 2 BGB (buildings and things for buildings), Section 479 (1) BGB (recourse claim) and Section 634a (1) no. 2 BGB (building defects). Any return of the goods is subject to our prior consent.
3. If and when, in spite of all of the observed diligence, there is a defect in the delivered goods which existed at the point in time of the passage of risk, we will, at our discretion and presuming timely complaint of defects, subsequently improve the goods or deliver replacement goods. We must always be given an opportunity for subsequent performance within a reasonable period. The above regulation is without prejudice to recourse claims without any restrictions.
4. If and when the subsequent performance fails, the customer may — without prejudice to any possible damage compensation claims — cancel the contract or reduce the compensation.
5. Claims due to defects do not exist for only minor deviation from the agreed characteristics; for only minor impairment of the usability; for natural wear and tear; for damage or loss caused after the passage of risk by incorrect or careless handling, excessive use, improper operating materials, faulty construction work, unsuitable construction sites; or for damage or loss caused by unusual external circumstances which were not foreseen by the contract. There are also no claims due to defects resulting from improper repair work or modifications undertaken by the customer or third parties and the resulting consequences.
6. Customer's claims based on the expenditures required for subsequent performance, in particular, but not limited to, shipping, toll, work and material costs, are excluded if and when the expenditures increase because the products we supplied were subsequently moved to a site other than the customer's establishment, unless the move is in accordance with their proper intended use.
7. Customer's recourse claims against us exist solely to the extent that the customer has not concluded any agreements with its buyers providing for more extensive claims due to defects than those mandated by law. Moreover, Section 5 applies mutatis mutandis with regard to the scope of the customer's recourse claim against the supplier.

### **Section 10 Liability**

1. The supplier is liable within the scope of statutory provisions for any loss or damage resulting from a wilful or grossly negligent breach of obligations by one of our officers or directors or vicarious agents; for any loss or damage resulting from culpable breach of an essential contractual obligation (cardinal obligation); and for any loss or damage resulting from injury to life, body or health; for warranted characteristics; or to the extent that liability is mandated by legal statutes.
2. If and when the supplier is liable for slightly negligent breach of an essential contractual obligation (cardinal obligation), our liability is limited to the loss or damage which is to be expected in the normal course of events, but to a maximum amount of €1,000,000.
3. In any and all other cases of liability for slight negligence, any claim for damage compensation, excluding any liability for loss profit, is limited to the amount of €700,000.

### **Section 11 Place of Performance and Venue**

Place of performance for any and all obligations is Mörfelden-Walldorf; venue for any and all disputes arising from the contractual relationship is Darmstadt.

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