

General Conditions of Sale.

General Remarks.

Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered binding if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law

Offer – Quotations.

Our offers are made subject to confirmation and to change without notice. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

The purchaser accepts our General Conditions of Sale and Delivery at the time of receipt of our confirmation and/or the acceptance of the ordered goods or services. We are not bound by general terms and conditions of the purchaser that differ from these general conditions. Such deviating terms and conditions do not become part of the contract, either by acceptance of the order or implicitly by another act.

Prices – Terms of Payment.

Unless otherwise stated, prices are quoted "ex works" plus the relevant statutory value added tax. The applicable prices consist of prices and discounts applicable on the date of delivery or performance. Our offers are made subject to confirmation and to change without notice. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us. Payment shall be effected subject to the terms of payment, i.e. the purchase price shall be payable within 14 days from the invoice date without deductions.

The purchaser is in payment default as soon as the agreed upon payment date has passed unless payment does not take place due to a circumstance for which the purchaser is not responsible.

Delivery times – Default – Schedule Transactions

The quoted delivery terms are not fixed deadlines, unless expressly agreed otherwise.

Partial deliveries are permissible to the extent such partial deliveries are not unreasonably burdensome for the purchaser.

Delivery is EXW (most recent Incoterms) from a location designated by us, and the method of packaging and the packaging material will be determined by us in our sole discretion.

The purchaser is responsible for additional costs for express shipping and for the mailing costs for small item deliveries.

Warranty

Defects must be notified to us after discovery without undue delay. The delivered goods with respect to which defects have been notified must be made and kept available to us. We will bear the costs for shipment back to us only if such shipment takes place at our request.

The purchaser bears the burden of proof that all requirements are met for the claims alleging our breach of duty to be valid as asserted by the purchaser. This burden of proof applies also to our willful misconduct or negligence.

Claims for defects are subject to a time period of 12 months beginning with the delivery of the delivered goods unless applicable mandatory statutory law provides for a longer limitation period.

Limited Liability

We are liable only in one of the following events and in each case our liability is limited to the foreseeable damages that are typically accrued in transactions of this kind:

- (1) Willfull breach of duties
- (2) Grossly negligent breach of duties by our statutory representatives or persons employed by us in the performance of our obligations (Erfüllungsgehilfen);
- (3) Willful or negligent injuries to life, body or health;
- (4) fraudulent withholding of information about defects for the properties of delivered goods;
- (5) Willful or negligent breach of significant contractual duties -- however, in cases of (i) simple negligence or (ii) gross negligence by individuals other than executives (leitende Angestellte), limited to the damages reasonably foreseeable for the relevant type of contract;
- (6) to the extent we are liable pursuant to the Product Liability Act (Produkthaftungsgesetz) for personal injury or property damage to privately used objects.

Confidentiality

The purchaser and we will keep confidential all information received from the other party. This confidentiality provisions continues to apply after termination of the delivery contract. The confidentiality obligation does not apply to information that (i) the receiving party had already obtained legitimately at the time of disclosure, provided such information was not subject to a confidentiality obligation or (ii) that the receiving party later obtains independently and legitimately without being obligated to keep such information confidential, or (iii) that is or becomes generally known without any breach of contract by one of the parties. Each party retains title and all rights to all documents or other media made available to the other party. Such documents or other media may be reproduced, replicated or transferred to third parties only with the consent of the party making them available.

Miscellaneous

The place where our delivery originates shall be deemed the place of performance. The place of performance for payments shall be Aachen, Germany.

The place of competent jurisdiction is Aachen, Germany. Notwithstanding the foregoing, we will have the right to bring actions also at the principal place of business of the purchaser.

The contractual relationship is governed by the laws of the Federal Republic of Germany except for the rules governing the conflict of laws. The application of the Convention for the International Sales of Goods (CISG) is expressly excluded.

The failure to assert, in whole or in part, any rights from this delivery contract or to assert such right belatedly shall not be construed as a waiver of this or any other right.

If a specific provision of these General Conditions of Sale and Delivery is or becomes invalid, the remaining provisions shall remain valid.