

General sale - and delivery-conditions the company Maschinenbau Zaglauer

1. CONTRACT-CONCLUSION

- a. We complete delivery-contracts only to the following conditions even if we don't refer expressly with continuous business-relationship to it henceforth.
- b. Our offers are subject to change. We are indebted only according to standard of our written confirmation of order. Alterations and supplements need the writing-form.
- c. Deviant conditions of the customer are only valid, if and generally they are been in writing acknowledged of us. At the latest through receipt of part-deliveries the customer professed itself with the exclusive validity of these sale-conditions and possibly our montage-conditions in agreement, even if he/it has excluded the validity of it in its order-term deviant sale-conditions form-moderately.
- d. It is valid additionally if the montage of us is executed, our general montage-conditions and, generally complementary applicable, the regulations of the VOB, part B and C.

2. PRICES

- a. Our prices refer to him/it on sale or in the performance-description fixed scope exclusively customs, import - or similar additional-depositing.
- b. Our price-calculations underlie the makings passable with contract-conclusion - personnel - and freight charges. If after contract-conclusion up to the delivery or montage-end entering price-alterations on the basis of changes of the aforementioned expenses-factors we keeps us before to correct the prices accordingly.

3. DELIVERY- AND DECREASE-DUTIES

- a. Times of delivery don't begin, before all Implementation details are clarified and the customer filled all of him to managing prerequisites. Delivery day is the day of the delivery as well as collection is. Delay yourself the transportation without our fault however, the day of the preparation is regarded as delivery-day. Also with date-agreements, we get only through reminder in delay. Part-deliveries are allowable.
- b. If you are prevented from the timely delivery or montages by higher force, so that extends itself delivery - or montage-period measured. This is for disturbances with also work-fights, disturbances in the own business-course and other disturbances, that were not preventable despite reasonable diligence, in the business-course of our subcontractors including the carriers likewise, disturbances through measures the public hand and disturbances of the highways. The delivery or montages becomes subsequently impossible, slips under exclusion of damages so our delivery - or montage-duty. If the customer accounts for, that the additional fulfillment as a result of the deferment is not interested for him, he can resign under exclusion of extensive claims of the contract.
- c. With outright or partial default of the commitments of the customer, we regardless of all other right, are not tied to the rules over the self-help-sale and can sell the delivery-object freely.

4. DANGER-TRANSITION AND SHIPPING

- a. The danger cross over through the delivery from us with handover the goods to the orderer; with collection, if the goods has left our factory. With delivery and/or montages skips the danger with the decrease. If the client doesn't plan the decrease at the appointed time, so this is valid enforced as to this time. If a decrease is not intended, the performance is regarded with course of 12 working days after written communication of the completion through us as decreased.
- b. The shipping takes place in principle, also with freight-free deliveries, uninsured. On written desire of the customer, a transportation -, break - or fire insurance takes place on his expenses.

5. LIABILITY FOR LACKS OF THE DELIVERY AND MONTAGES

- a. The customer has to examine the merchandise instantaneously and possible lacks just as instantaneously, at the latest 7 days after entrance at the destination, to reprimand in writing. Covert lacks are to reprimand after observation. With not timely complaint, with which the entrance is decisive with us, claims can be done from the liability for lacks of the delivery no longer current.
- b. Opportunity is us to give to check the reprimanded lack at place and position within an appropriate time period. Without our consent, nothing can be altered with loss of all guarantee-claims at the criticized merchandise. The customer also has, with loss of all claims, recourse-rights against third, for example findings-reception through the carrier (faulty-mix-certificate) too true.
- c. With justifiable complaints, we will remove the lack after our election gratuitously or will achieve substitute against return of the complained ware free of charge or will credit the bill-value of the complained ware accordingly. Let's refuse lacks elimination or substitute-delivery to injustice or let's get with it in delay, an appropriate extension can put down us the customers and can ask cancellation of the purchase-contract or reduction of the purchase-price for their fruitless course after own election. Continuing claims of the customer, especially on substitute of treatment-expenses, in - and extension-expenses as well as from damages, that don't involve the delivery-object itself, is impossible.

- d. Assured qualities must be marked in the individual as such specifically in writing. For the absence of assured qualities, we are also liable according to standard of the sections at until C. on damages it is only liable we as far as the assurance pursued the purpose to safeguard the customer against the entered damage.
- e. Guarantee-claims, also because of hidden lacks is superannuated in 6 months from delivery, with agreement of a longer guarantee-period with their course. Regardless of a former limitation, the claims of the customer would go out one month after rejection of the complaint through us provided the claim is not made lawfully current before. A objective compilation with a claim is not a disclaimer to the adherence this clause.
- f. If we have discussed the customer, we are liable for the functional ability and the suitability of the goods for the application-purpose of the customer only for express assurance on condition that the customer has given all information, that was necessary for the proper supply of our performance.
- g. The guarantee with delivery and/or of us enforced montage takes place B 13 VOB slices in accordance with §. The prominent conditions are valid besides at, until e, corresponding.
- h. Maschinenbau Zaglauer adopts no liability for possible lack-consequence-damages from deficiently delivered products expressly. In no case, claims insist consequently on the part of the customer on substitute of damages that has not originated at the delivered product itself, as namely person-damages, not at the product caused damage, utilization-losses, loss of orders, escaped profit as well as other indirect or immediate damages.

6. GENERAL LIABILITY-LIMITATION

- a. In all cases, in which we are indebted on the basis of contractual or lawful claim-bases to the damages, we are only liable as far as resolution or coarse negligence can be put us to the load.
- b. Let's adopt the contractual obligation to examine our products for being available of certain qualities, so we are only liable generally, as the damage is to be attributed to it, that we have injured in writing appointed test inspections at least carelessly.
- c. All claims against us are superannuated at the latest 3 years from delivery or performance.
- d. The prominent liability-limitations are applied also to claims, that are directional directly against our co-workers.

7. TERMS

- a. Payment - and discount-periods run from bill-date.
- b. Checks and changes become only on the basis of particular agreement and assumed only fulfillment-half, changes subject to her/its/their discountable-ness. The customer carries expenses and expenses.
- c. With non-compliance of the payment-goal, interests are owed from maturity in height of 4% over the respective bank-rate of the German Federal-bank, subject to continuing claims on substitute of a damage for delay.
- d. The customer is not justifiable to keep back payments because of any counterclaims including the guarantee-claims or to charge, it is then that the counterclaims are determined undisputed or final.
- e. The customer gets longer than a week with one of not only insignificant amount in default or which well-founded doubts justify at his/its rating becomes known circumstances, all our demands become due regardless of drawn changes. In these cases, we are entitled only to deliver against prepayment or guarantee or to refuse another fulfillment of the contract after appropriate extension and to require damages because of default as well as immediate exemption of all change-obligations entered in the interest of the customer. The customer is committed in this case to pay the acceptance liability corresponding amount directly at us. With entrance of the amount, we adopt the absolute obligation to replace the liability with maturity.

8. PROPRIETARY-RESERVATIONS AND SECURITY-RIGHT

- a. We keep ourselves the property at the delivered merchandise up to the fulfillment all pretension entitled us against the customer from the business-connection before under inclusion of all claims on exemption from change-obligations. That is even then valid if that travels for certain, from the customer marked deliveries paid is.
- b. A handling and processing takes place for us without committing us and without our property sinking through it. Connect or mix the buyer our reservation-goods with other merchandise, so it is entitled us co-ownership at the new matter in the relationship of the bill-value of all interconnected merchandise. The new matter is regarded as reservation-ware in the sense of these conditions.
- c. The customer is justifiable, to dispose of the reservation-goods in the proper business. Alternative disposals are forbidden him/it.
- d. He/it transfers all demands adult the customer from the application of the reservation-ware at us already in advance. Is the reservation-goods with other not from us belonging objects dispose of, or is used it with implementation of work-contracts as material, then the transfer

grasps only that our co-owner of corresponding profit share, the customer is empowered to the draft of the transferred demands only in the proper business.

- f. Third would grab on the reservation-ware or on the transferred demands, the customer has us to tell instantaneously. Caressed from interventions the customer carries.
 - g. The authorization of the customer to the disposal over the reservation-ware and to the draft of the transferred demands goes out if the prerequisites of the section happen e 7 characters, furthermore with non-compliance of the terms as well as with change - and check-protests. In these cases, we are entitled to take the reservation-ware in property and to this purpose his/its business-terrain too embarrassed. The expenses emerging from it as well as a possible less-value of the ware go to loads of the customer. A resignation of the contract lies in the retraction only then if we explain this expressly. On desires, the customer is committed furthermore to put us the information necessary to the assertion of the transferred demands and records to the disposal.
 - h. Exceed the value, that altogether us given securities our demands about more than 20%, so we are committed on desires, the aforementioned securities insofar - after our election -, to release.
- ## 9. INFORMATION AND GUESSER-DIVISION
- Information over our products as well as application-technical advice and other statements takes place, subject to a contrary individual-agreement, after best knowledge, however without obligation and under exclusion of each liability.
- ## 10. FULFILLMENT-LOCATE AND JURISDICTION, AT TO CHANGES RIGHT
- a. Fulfilment-place for covenants is our seat, besides our delivery-work or work-camps, with additional montage the place of the montage-position.
 - b. Jurisdiction is our seat. We are justifiable to complain also at the seat of the customer. That is applied also to claims from change - and check-obligations.
 - c. Exclusively German right is applied to deliveries and performances. The application of the laws over the international purchase of movable matters and over the conclusion of international purchase-contracts over movable matters is impossible.
 - d. The inefficiency of individual regulations doesn't touch the effectiveness of the remaining contract-conditions. The contractual partner commit themselves, the ineffective regulation through a new, effective, their sense and purpose equal to replace.