



General business conditions of Röltgen GmbH & Co. KG

## 1. General

1.1 The general business conditions below (hereinafter called GBC) will be valid exclusively in their each latest version for all present and future business relations with the exception of those with contractors and suppliers. This will apply also if in awareness of contradictory conditions we perform without any reservation. Different conditions will become contractual parts only if and when agreed to by us in writing. These "GBC" will not be applicable regarding consumers as intended by § 13 German Civil Code.

1.2 Any agreements have to be made in writing. Any amendments, changes and side agreements regarding orders that have been placed already as well as any assurances by our staff will be valid only following our written confirmation.

1.3 The contract language will be German.

## 2. Making a contract

2.1 Our offers / quotations are without engagement. Any data / details given regarding dimensions, weights and other technical data are approximate data as common in industry and trade. Any changes, e.g. as a result of technical further development are reserved. Any documentation made available by us relating to offers / quotations are to be regarded as recommendations worked out on the basis of facts known to us under consideration of commercial care.

2.2 When placing his order client declares bindingly that he is willing to place the order. We are entitled to accept the offer / quotation being basis for the order within a period of two weeks after receipt. The contract will be valid by our order confirmation or - if no such confirmation has been made exceptionally - by our performance. The contents of the order confirmation will be binding for mutual rights and obligations. In the case of immediate supplies our invoice will be deemed order confirmation.

2.3 Basically our prices are valid ex works, without packaging, shipment and loading expenses, assembly work, extra / additional expenses and value added tax.

2.4 We are entitled to use sub-contractors for the execution of an order.

## 3. Client's duty to cooperate

3.1 Client will assist us on no charge basis and in good time enabling us to perform and will put at our disposal particularly all data, documents and information necessary for the execution of the order.

3.2 Client will inform us immediately about each and any discrepancies and possible damage in connection with our products and performance.

3.3 In any case client has to check separately the contractual conformity of the goods as well as that of any pre and interim products as well as any samples forwarded for correction purposes. Upon release the danger of possible faults / defects will be borne by client. This will not apply in case of any faults / defects not occurring or being ascertained until production has been commenced following production release.

3.4 When defending claims in terms of product liability client will support us in any reasonable way.

#### 4. Delivery

4.1 Delivery times / periods and dates relating to completion of production will be stated to the best of our judgement - but will be binding only if and when stated by us as being binding in written, text or electronic forms.

4.2 If delivery date or delivery period is not binding client will not be entitled until four weeks after overrunning to put us in default for the first time by written statement.

4.3 All and any delivery periods will start with the date of our order confirmation but not before entire clarification of all details relating to the order. In this respect the duty to assist mentioned in No. 3.1 is an integral part. Periods and dates refer to the point of time when goods are shipped ex works or ex warehouse. They will be deemed adhered to upon notification of shipping advice or upon handing over goods to a carrier or other forwarding / shipping agent.

4.4 Each and any delivery period will no longer be valid if more than slight changes to the contract are made later-on. In such a case we will be entitled to state a new adequate delivery period.

4.5 We will not be liable for delays in delivery and performance on the grounds of force majeure and on the grounds of incidents making it essentially difficult or impossible to us to supply - this being particularly due to delayed deliveries to our company beyond our control, strikes, lockouts, regulations by authorities, etc. - even in cases of bindingly arranged dates and periods. We will be entitled in such cases to postpone delivery or performance, resp. by the duration of impediment plus adequate preproduction time. Client will be informed by us about the impediment without any delay. In addition we are entitled to withdraw from the contract / cancel the contract entirely or partially against immediate refund of the performance rendered by client.

4.6 We are entitled to supply part deliveries and part performance.

#### 5. Orders on call / make-and-take orders

5.1 If client has to call on performance within a certain period of time we will be entitled after expiry of this period to invoice our performance; in this case client will not be able to raise an objection on the grounds of non-fulfilment of the contract. Alternatively after expiry of an adequate date to

be set by us for the performance to be called on we will be entitled to the rights of §§ 281, 323, 325 of the German Civil Code.

5.2 If no date has been agreed upon regarding calling on of our performance we will be entitled after expiry of six months - counting from the date of the order confirmation - after expiry of an adequate extension to be set by us to practise the rights of §§ 281, 323, 325 of the German Civil Code.

5.3 If orders on call are not completely accepted we will be entitled to the rights of §§ 281, 323, 325 of the German Civil Code after expiry of an adequate period of time to be set by us.

## 6. Shipment, passing of risk

6.1 We will decide on way of shipment and kind of shipment without accepting liability for the cheapest and fastest kind of shipment. On principle shipment will be made in one-way packaging for which we do not accept return.

6.2 On handing over goods to the person / company responsible for the transport the risk will be passed to the client, however, on leaving our premises at the latest. This will apply also whenever we have accepted further performance like shipment or transport and whenever delivery is made free place of destination. Carriers, forwarding agents etc. are not our vicarious agents.

6.3 If goods having been notified as being ready for shipment are not called on within four working days we will be entitled to the option of shipping the goods or storing them on expense and risk of client.

6.4 Special methods of transport and means of protection and insurances will be charged to client separately.

## 7. Payment terms

7.1 All prices are to be understood net net cash, payable immediately after receipt of invoice in legal tender. Cheques will not be considered payment settled until finally credited to our account.

7.2 Our prices are to be understood without value added tax unless otherwise stated; this value added tax being charged at the rate applicable at the time of delivery.

7.3 If after signing of contract any details / circumstances are made known to us suitable to decrease seriously the creditworthiness of client (in particular application for insolvency or declaring oath of manifestation) we will be entitled to withdraw from all contracts not yet fulfilled completely. The entire payments outstanding will be due immediately irrespective of the assertion of further rights. The same applies if due to unsettled payment of an invoice legal steps are required. Irrespective of a withdrawal we will be also entitled in the above cases to forbid client the reselling of the contractual object. The regulation of § 325 German Civil Code will apply so that the right to claim indemnification will not be excluded by a withdrawal.

7.4 Lien on goods by the client is excluded unless this right by the client is recognized by us or has been lawfully ascertained. The aforementioned applies to offset / setoff correspondingly. Any claim addressed to us may be transferred only upon our agreement.

7.5 Irrespective of asserting further damage we will be entitled to demand payment of default interest amounting to 10 percentage points above the basic interest rate. Reminders (except for a reminder due to delay) will be made by charging a lump sum of Euro 5.- unless we prove that higher expenditure incurred.

## 8. Reservation of title / proprietary rights

8.1 Goods supplied by us remain our property until all commitments by client have been paid off resulting from the business relations (proviso relating to current account). As far as goods under reserve / under proviso amount to a higher invoice value than € 2.500,-- these have to be insured by client against fire and theft at his own expense. On demand evidence has to be presented to us showing that insurance has been taken out.

8.2 We have to be informed immediately stating all details about any pledges and any other dangers to our rights due to third parties these being needed for interference proceedings in accordance with § 771 ZPO, i.e. German code of civil procedure. Client will be liable in case we suffer a loss as a third party is unable to bear the costs - to be refunded to us - relating to a lawsuit before the court or out of court according to § 771 ZPO, i.e. German code of civil procedure.

8.3 Processing or reprocessing of / changes to our goods by client will be made exclusively for us. When processing with other goods that are not in our possession we are entitled to co-ownership at the new product / item in ratio of the invoice value of our goods under reserve to the purchasing price of the other processed goods (at the time of processing). Moreover, the regulations concerning goods under reserve will apply for the new product. Client will keep the item under the sole and co-ownership for us on no charge basis.

8.4 Client will be entitled to resell our goods under reserve in proper business premises. Any claims / outstanding amounts in relation to third parties resulting from this are assigned to us in advance, this being the invoice amount each including value added tax. Irrespective of this assignment client will continue to remain entitled to collection of the claim. On demand client has to disclose to us the claims assigned as well as their debtors and to put at our disposal any details and documents needed for the collection of the claims. On our demand client will inform any third party debtors about the assignment to us.

8.5 The aforementioned assignment applies also to processed, reprocessed / changed and mixed goods under reserve.

9. Claims regarding faults

9.1 Client has to check the goods immediately upon receipt. Visible faults have to be advised to us in writing within one week and hidden faults within one week after discovery. Otherwise assertion of claims will be excluded. In order to meet the deadline posting advice in good time will be sufficient. After acceptance of the goods - faults visible during acceptance - having been executed by client claims on the grounds of faults will be excluded.

9.2 Our liability comprises faultless goods according to the latest development in technology. Client will be granted guarantees as intended by the law from our side only whenever these are indicated expressly by us as such.

9.3 We will grant guarantee relating to faults as per our choice by post-fulfilment (abolishing the fault, new production or replacement). Post-fulfilment will be deemed failed at the earliest after three endeavours have been made by us in vain.

9.4 In case post-fulfilment is for no reason seriously and finally refused by us and abolishment of the fault and post-fulfilment is refused by us due to costs out of proportion, if post-fulfilment fails or is unreasonable to client then client may - as per his choice - demand reduction of the price (decrease) or withdrawal from contract / cancellation of contract (cancellation) or indemnification within the scope of limitation of liability (paragraph 10) instead of performance. In case of only a slight contravention of contractual obligations - in particular in case of only slight faults - client will not be entitled to right of cancellation / withdrawal from contract.

9.5 In case we are not responsible for the contravention of obligations because of a fault client will not be entitled to cancellation of contract / withdrawal from contract.

9.6 If client opts for cancellation of contract / withdrawal from contract as a result of a fault after failed post-fulfilment he will not be entitled to additional claim for compensation. If client opts for claim for compensation after failed post-fulfilment goods will remain with client if this is reasonable to him / does not demand too much from him. Indemnification is limited to the difference between price and value of the faulty good. This does not apply if contract violation has been caused maliciously by us.

10. Limits of liability

10.1 We will be liable

- without being responsible regarding claims from product liability law and in case of wilful deceit.
  - in case of (criminal) intent and in case of gross negligence,
  - in case of negligence without fault for damages from injuries of body and health
  - in case of slight negligence for violating essential contractual duties.
- The above liability also applies to cases of faults of our legal agents and vicarious agents.

10.2 If we accept liabilities due to slightly negligent violation of duties essential to contracts the liability to pay damages is limited to the typically incurring damage.

10.3 In each and every other case our liability is excluded. This also applies to liability for our staff / employees, agents and vicarious agents.

11. Indemnification on lump-sum basis

11.1 If we are able to demand indemnification instead of performance this will amount to 15 percent of the service rendered. Compensation is to be assessed higher or lower if we prove higher damage and the client proves lower damage.

12. Statute / Period of limitation

12.1 Our claims for payment will come under the statute of limitations in five years at the earliest.

12.2 Damage claims as a result of faults and damage to the client will come under statute of limitations in one year unless anything else has been bindingly arranged.

12.3 The beginning of the period of limitation will depend on the respective legal regulations.

13. Applicable law, place of performance, court venue.

13.1 The law of the Federal Republic of Germany will apply with the exception UN purchasing law for these business conditions and the entire legal relations between us and the client.

13.2 Place of performance and court venue for all and any commitments from this contract will be our business premises.