



1. General points

1.1 Deliveries and services shall be provided exclusively on the basis of the following Standard Terms and Conditions. These are an integral part of all contracts concluded and apply also to all future business relations even if not expressly agreed on again.

1.2 Once the order is placed, at the latest however once the delivery or service has been taken, these terms and conditions shall be deemed to have been accepted by the customer.

1.3 Any other terms and conditions or deviating counter confirmations of the customer shall not be binding on us, even if we do not expressly contradict them. They shall require our express written acceptance in order to be legally effective.

1.4 Supplements, amendments or collateral agreements shall require our written confirmation to be effective. This shall also apply to the revision of the written form requirement.

2. Offer and conclusion of contract

2.1 Catalogues, advertising brochures, price lists, cost estimates and offers shall be subject to alteration without notice and nonbinding. All documents in this context, such as illustrations, drawings, guide analyses, specifications of dimensions etc. may only be regarded as approximate unless expressly declared binding. We reserve title and copyright to catalogues, drawings, cost estimates and other documents; they may not be made accessible to third parties.

2.2 The customer shall be liable for the correctness and completeness of the dimensions and customer samples he gives and for the correctness of the item he has to produce, such as drawings, templates, samples and suchlike and other information which influence the suitability of the elements ordered for the intended use. It shall also be the customer's responsibility that the use of this material does not infringe on any patent or other industrial property rights of third parties. In this respect, the customer shall indemnify us against any liability claims from third parties. We shall not be obliged to check that the industrial property rights of third parties will not be violated by the execution in accordance with the material placed at our disposal.

2.3 Customer's samples shall be delivered free to our premises by the customer. We may scrap the material samples sent to us unless their return has been expressly requested either at the point of time of delivery or within four weeks of sending. The person/company delivering the material samples shall bear all risks connected with the transport, storage and processing of the material sample. This shall apply in particular to damage which the material sample itself or its combination with any contact substance causes (toxic, caustic, explosive materials) unless there is a case of liability in accordance with no. 9.1. We charge for the analysis of material samples on the basis of our respectively valid hourly rates. If a purchase is made on the basis of the analysis, the analysis costs will be offset against the purchase price.

2.4 The contract shall only be formed when the order is acknowledged in writing and conforms to the contents of the order acknowledgement or in consequence of the acceptance of the delivery by the customer. If there is no written acknowledgement, our delivery dockets or our invoices shall apply simultaneously as order acknowledgement.

2.5 We reserve the right even after sending the order acknowledgement to make technical alterations to the contract item during the delivery period if with due consideration to our interests in the alteration the customer can be reasonably expected to accept this. The same shall apply to weight and dimensional differences customary in this business.

3. Delivery

3.1 The delivery times given in the order acknowledgement are non-binding approximate dates. They shall only be deemed to be binding if we expressly identify them as being binding.

3.2 The delivery period shall begin with the date of the written order acknowledgement; if it is necessary to consult with the customer, then only after clarification of all points. If deposits have been agreed, the delivery period shall not begin until receipt of the first payment.

3.3 The delivery period shall be deemed to have been observed if by the time of its expiration the delivery item has left our factory or notification of readiness for dispatch has been given.

3.4 In justified special cases, in particular for operational reasons, we shall be entitled to make partial deliveries and provide partial services after prior notification and to charge for these separately.

3.5 We shall not be responsible for delays in delivery and services due to force majeure or on account of other events beyond our control and which can be proven to have a considerable influence on the completion or delivery of the delivery item – these include in particular strikes, lock-outs, official directives, shortages of materials, non availability or impossibility of delivery of the goods etc. -, and where the above affect our sub-suppliers too even when the terms and dates have been agreed with binding force and also within a default. We shall inform the customer immediately of the beginning and end of such hindrances. In the event of hindrances of a temporary nature, we shall be entitled to postpone the delivery or services by the duration of the hindrance plus a reasonable start-up period. In the case of impossibility, we shall have the right to withdraw completely or partially from the contract on account of the nonfulfilled part. The customer may demand a statement from us as to whether we shall withdraw or deliver within a reasonable period. If we do not give this information, the customer may withdraw if it is not reasonable to expect him to accept the delivery because of the delay.

3.6 In all cases our deliveries are subject to our obtaining correct and punctual deliveries from our suppliers. The reservation as to our obtaining the supplies shall apply subject to our concluding appropriate covering business in time and on condition that we are not responsible ourselves for our suppliers' delay in delivery.

3.7 In so far as we are responsible for the non-observation of the delivery periods or dates assured with binding effect or if we are in default of delivery/service, the customer shall be entitled after the expiration of a reasonable extension of time to withdraw from the contract; any further obligation to provide compensation shall be governed by no. 9 of these Standard Terms and Conditions.

3.8 If the customer is in default of acceptance of delivery, we shall be entitled after a reasonable extension of time in conjunction with a threat of refusal to demand compensation for non-fulfilment amounting to 15% of the agreed order sum without prejudice to the possibility of proving a greater loss. The customer for his part shall retain the right to prove that damage did not occur or was much less.

4. Dispatch and passage of risk

4.1 Place of performance for the delivery shall be the site of the respective delivering works.

4.2 The goods shall always be dispatched at the customer's own risk, even if partial deliveries are sent or if we take on other services such as e.g. shipping costs or delivery.

4.3 In the absence of special instructions, we shall choose the packaging, the transport route and the means of transport as we judge best. The acceptance of the goods we dispatch without objection by the railway company, post, forwarders or other carriers shall apply as confirmation of the perfect quality of the packaging when dispatched and shall rule out any liability on our part with respect to inappropriate packaging or loading for damage or loss caused en route unless we are not forcibly liable because of wilful intent or gross negligence.

4.4 In every case – e.g. even in the case of FOB and CIF business – the risk of accidental loss/damage or accidental deterioration in the state of the goods shall pass to the customer once the goods are handed over to the forwarder, the Railway Company or other carriers, at the latest however once the goods leave our warehouse or, in the case of direct delivery, leave our delivery works. If the goods are to be collected by the customer, the risk shall pass to the customer once notification of availability has been sent.

4.5 Goods taken before dispatch shall be deemed to have been delivered in accordance with the agreed conditions.

4.6 If the dispatch or the acceptance of delivery is delayed on the request of or due to the fault of the customer, the risk of accidental loss or damage or accidental deterioration shall pass to the customer at the point of time at which we notified him in writing or orally of the readiness for dispatch. In this case we shall be entitled as of one month after notification of readiness for dispatch to charge storage costs of 0.5% of the invoice sum per month of the delay in delivery. The customer shall retain the right to prove that the costs did not arise at all or were much lower.

4.7 If the customer is in default of acceptance, we may avail ourselves of our right in accordance with no. 3.8 or have free disposal of the delivery item and instead supply a delivery item of the same kind on the terms of the contract within a reasonable period.

4.8 We shall be entitled to insure the risk of transport and to charge this to the customer unless the customer gives us other instructions in writing.

5. Prices and terms of payment

5.1 The prices are to be understood as pure net prices ex delivery works or warehouse excluding packaging, insurance, export/import levies and other incidental costs - subject to the addition of the respective statutory value-added tax. Special packaging if returned carriage paid in perfect condition will be refunded at two thirds of the calculated value.

5.2 If more than four months elapse between the conclusion of the contract and the date of delivery, we may in the absence of an agreement to the contrary charge at the prices valid at the time of the delivery. However, if this amounts to more than just a slight increase in price, the customer may withdraw from the contract then.

5.3 In the absence of an express agreement to the contrary, payment shall fall due on arrival of the invoice. Payments shall be paid without any deduction at the latest 14 days after the date of invoice.

5.4 In the case of default, which arises 14 days after the date of the invoice, we shall be entitled to demand interest at the level at which our commercial bank currently charges interest for business loans, at least however interest amounting to 5% above the respectively valid base lending rate pursuant to § 247 BGB (German Civil Code). The customer shall retain the right to prove that a loss did not occur at all or was much lower. We shall be at liberty to claim further damage caused by default.

5.5 All our receivables shall fall due for payment immediately even when bills of exchange or cheques have been given if the terms of payment are not met and there is no justifiable reason why not or if after the conclusion of the contract a serious deterioration in the customer's financial circumstances comes to our attention. We shall be entitled then to carry out any outstanding deliveries and services against advance payment(s) or the provision of security only or to reduce or completely revoke assured trade credit in this case. If advance payment(s) or security have not been provided even after the expiration of a reasonable extension of time, we shall be entitled to withdraw from the contract completely or partially. For this case, we expressly reserve the right to assert claims for compensation for the unnecessarily incurred expense, the lost profit and further damage.

5.6 Even when asserting complaints or counterclaims, the customer shall only be entitled to offset or retain payment if the counterclaims have been legally established or are undisputed.

6. Reservation of ownership

6.1 We reserve title to all goods we supply until the customer has paid all debts from the business relationship including the claims arising subsequently from contracts concluded simultaneously or at a later date and from any current account balance and until completely released from contingent liabilities which we have entered into in the customer's interest.

6.2 The customer must treat the reservation goods with care and keep them safely and carry out the usual inspection, maintenance and upkeep work at his own expense. For the duration of the ownership reservation the reserved goods may neither be pledged nor assigned as security by the customer. We must be informed in writing immediately of access by third parties to the reserved goods, for example by way of attachment or confiscation or damage or destruction.

6.3 In the event of breach of contract by the customer, in particular in the case of default in the payment of secured debts, we shall be entitled to take back the reserved goods. The taking-back shall only represent a withdrawal from the contract if we declare this in writing. After taking back, we shall have the right of exploitation whereby the proceeds shall be offset against the customer's debts after deduction of reasonable realisation costs.

6.4 a) The customer shall be authorised and entitled within the scope of the ordinary course of business, which does not include the cheque-bill exchange procedure, to resell the reserved goods. If the customer defaults on payments from the business relation with us, we may prohibit the re-sale. If the customer allows the buyer time to pay the purchase price, he shall only be entitled to re-sale if he also reserves ownership to the goods sold to the buyer.

b) The customer shall assign to us even at this point in time the purchase price claims or other remuneration claims from the re-sale or other realisation business including all subsidiary rights. They shall serve as security to the same extent as the reserved goods. The customer shall only be entitled and authorised to re-sell or use the reserved goods in another way if it has been ensured that the associated claims pass to us, in particular that there is no covenant against assignment in the relationship between the customer and the party buying from the customer.

c) If the reserved goods are sold by the customer together with other goods which we did not supply, the assignment of the claim from the sale shall only apply to the amount of the invoice value of the respective reserved goods sold. In the sale of goods, to which we have co-ownership shares in accordance with no. 6.5, the assignment of the claim shall apply to the sum of the value of this co-ownership share. If the assigned claim is included in an open account, the customer shall assign even at this point in time a corresponding part of the balance - including the corresponding part of the closing balance - from the current account to us. If interim balances are drawn up and their carry forward agreed, the claim to which we are entitled in accordance with the preceding regulation is to be treated as assigned to us from the intermediate balance for the next balance.

d) The customer shall be entitled up to the point of our revocation to collect the claims assigned to us. We may not exert this right of revocation as long as the customer duly meets his obligations to pay debts arising out of the business relationship with us and as long as we do not become aware of any circumstances capable of considerably reducing the customer's credit-worthiness. If the pre-conditions for the exercise of the right of revocation exist, we may demand that the customer assign to us any claims for return he might have against the party/parties who bought from him and give us the names of his debtors and all details required to collect these debts and hand over the relevant documents to us and notify the debtors of the assignment. Moreover, we shall also be entitled ourselves to give notice of assignment to the debtors.

6.5 The customer shall be entitled to process the reserved goods in the ordinary course of business as long as he is not in default of payment. The processing or transforming of the reserved goods is done for us as manufacturer in the sense of § 950 BGB (German Civil Code) without obliging us. The processed or transformed goods shall be deemed to be reserved goods in the sense of no. 6.1. In the event of the customer processing the reserved goods with other items which do not belong to us, we shall acquire co-ownership to the new item in proportion of the value of the reserved goods to the total value of the other

items used; the point of time of the processing is decisive here. If the reserved goods are blended, mixed, or combined with other items and if in this way we lose our ownership to the reserved goods, the customer shall assign to us even at this point in time the ownership rights to which he is entitled to the blended or mixed stock or to the unified item in proportion to the value of the reserved goods to the total of the values of the other blended, mixed or combined items; the point of time at which the event occurred is decisive here. The goods to which we have co-ownership shall be held by the customer in safe keeping for us without charge in accordance with the preceding regulations. The terms under the entire no. 6. applicable to the reserved goods shall apply analogously to the co-ownership shares arising in accordance with this clause no.

6.6

At our request at any time, the customer must give us information on the whereabouts of the reserved goods and on claims arising from the resale or other realisation.

6.7

If the value of the securities established for us exceed the secured claims in total by more than 10%, we shall be obliged at the customer's request to release the corresponding amount of the securities we choose.

6.8

If the ownership reservation in accordance with the preceding terms is not legally effective under the law of the Land (the respective German constituent state) in which the reserved goods are located, the security which comes closest to it under the law of this Land shall be deemed to be agreed instead. If any actions are required of the customer in this context, the customer shall be obliged to carry out these actions at our request.

7.

Warranty

7.1

The customer shall inspect the goods immediately after receipt for defects and if agreed, guaranteed characteristics, and report any identified defects without delay. The customer shall also inspect goods without delay upon delivery for transport and packaging damages, as well as quantitative and dimensional discrepancies. Deviations should be noted on the waybill or delivery note. Any defects not identifiable at that time should be reported in writing immediately after detection. If defects are not reported or are not reported in a timely manner, the delivered goods shall be deemed to be free of defects and in conformance with the contractual agreement. Agreed upon characteristics of a given product shall be only those characteristics, properties, qualities, performance data, functionalities or other attributes described in the performance specifications included in our order confirmation or the product description of the manufacturer. Public statements, promotional information or advertisements shall not constitute contractually binding information on characteristics of the goods. Deviations from a specification in the operating instructions or other functionalities described in the agreement shall be considered to be defects only if they significantly impair the use of the goods. Returns shall not be accepted without prior notice to us. We do not give any warranty to parts subject to wear. We shall not be liable except under applicable law for defects caused by normal wear and external influences or operating errors such as improper use. This exclusion of liability applies equally to defects caused by a modification of the goods that was not undertaken by us. We make no warranty that the delivered products will meet specific intended uses of the customer or work without problems or impairment in conjunction with other goods/devices of the customer or other manufacturers. We assume no liability for consulting obligations. No warranty will be made with respect to calculation help, recommendations, proposed solutions, etc. that are dependent on or related to the customer's equipment or facilities.

7.2

In the case of defects, we shall remedy the defect or replace the goods at our discretion. If the remedy or replacement delivery fails the customer shall have the right to reduce the price or rescind the contract at his discretion. In the case of a minor breach of contract, in particular only minor defects, the customer shall not be entitled to rescind the contract. If the customer rescinds the contract as entitled following failed remedy or replacement delivery, he shall not be entitled to additional damages related to the defect. If the customer asserts a claim for damages after failed remedy or replacement, the goods shall remain at the customer's location insofar as this is reasonable. Claims for damages shall be restricted to the difference between the purchase price and the value of the defective goods. This restriction shall not apply if acted willfully. The remedying of defects or replacement of defective parts shall, at our discretion, be carried out on site or at the seat of our company. If the repair is carried out on site the customer shall ensure that our employee or agent has access, unlimited in either time or space, to the purchased item. In addition, the customer may only demand that the work necessary to fulfil warranty obligations be carried out during normal business hours of the location where the work is performed. The customer shall bear the additional costs of any work carried out at the customer's request outside of our normal business hours.

7.3

For products manufactured outside, our liability shall be limited to the assignment of the warranty claims to which we are entitled vis-à-vis our suppliers. We do not give any warranty to luminants and lamps.

7.4

Our warranty expires in 24 months starting from the passing of risk or acceptance. This warranty is based on single-shift laboratory operation. For multiple-shift operations, the warranty period will be respectively shorter.

7.5

The preceding paragraphs cover conclusively the warranty we provide for our products and goods. Any further liability shall be determined solely in accordance with the regulations in no. 9 of these Standard Terms and Conditions.

7.6

Concerning waste electrical and its electronic equipment the customer is obliged to treat and/or to dispose the goods supplied by us as a manufacturer according to the legal regulations. The same obligation including the taking back concerns the customer as distributor of the goods with regard to third parties to who this obligation has to be notified at the time of delivery of the goods. The customer releases us from all claims and costs which arise from the non-compliance of the obligation to treat, to take back and to dispose the goods supplied by us. The customer is obliged to take back and to dispose the waste electrical and electronic equipment according to our choice at his expenses or to refund us the costs which arise provably in case of a waste disposal arranged by us. The above mentioned obligation und our release do not become statutebarred before two years after final termination of the business relationship.

8.

Software

8.1

The warranty for software is determined in accordance with the preceding regulations in no. 7 with the following modification: we guarantee that the software given to the customer conforms to our program specifications provided that the software is installed on the device systems we designated and in accordance with our instructions. The warranty shall apply only to such software defects which are reproducible at any time. We commit ourselves to eliminate all defects which affect contract-conforming utilisation, however we reserve the right to eliminate the defect at our discretion by installing an improved software version or by giving instructions on how to circumvent the effect of the defect.

8.2

The customer shall acquire a non-exclusive and non-transferrable right of utilisation of the programs and appertaining documentation for the appropriate use of our delivery for internal operation. The purchaser shall not be entitled to any further rights to the programs and documentation, in particular we shall continue to hold the copyrights. Unless we give our prior written consent the purchaser shall not be permitted to make available to third parties, to copy or duplicate in any other way, to decompile, disassemble or reverse engineer programs, documentation and if applicable supplements delivered at a later date.

9.

Liability

9.1

We shall be liable for damages insofar as they result from the wilful actions or gross negligence of our lawful agents or persons employed by us to fulfil our obligations or from the absence of contractual warranties or guaranteed characteristics of the goods that are intended to insure the customer against non-typical risks of damage. In the case of simple negligence we shall be liable only for breaches of essential obligations under the contract or if insurance protection exists, and limited specifically to typical damages that are foreseeable upon conclusion of the contract. Further subsequent damages are excluded from liability.

9.2

Liability of any type shall be excluded in the case of defects that are caused by external influences, such as voltage fluctuations, improper installation, wear, improper operation, use, servicing or modification to the goods by the customer or third parties commissioned by the customer.

9.3

Lump-sum payment of damages pursuant to §§ 280 (2), 286 of the German Civil Code, barring other agreements, shall be limited in amount to 5% of the purchase price.

9.4

The warranty claims described above do not relate to claims of the customer under product liability law. Furthermore, the limitations of liability shall not apply in cases of physical injury or harm to health or loss of life of the customer or his agents or other third parties caused by us.

10.

Infringement of Patents

10.1 If a third party asserts a justified claim against the customer as a result of a violation of an intellectual property right, a patent, an industrial design right, or a copyright (hereinafter referred to as "property rights") through goods delivered by us or through their use according to contract, we shall be liable to the customer only based on the following conditions:

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We shall at our discretion and expense either obtain a right of use for the goods, modify the goods in such a way that the property rights are not violated, or replace the goods. If these options cannot be accomplished under reasonable conditions, we shall accept a return of the goods against reimbursement of the purchase price.

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The obligations described above exist only if the customer notifies us immediately in writing of claims asserted by the third party, does not acknowledge a violation of property rights to the third party, and reserves to us all rights with respect to defence measures and settlement negotiations. If the customer discontinues the use of the product for mitigation or other reasons, he shall be obliged to notify the third party that the discontinuation of use shall not constitute acknowledgement of a violation of property rights.

10.2 Claims from the customer related to property rights violations shall be excluded, insofar as the customer is responsible for the violation. Claims shall also be excluded if the violation is caused by a specific instruction of the customer, an application that was not foreseeable to us, or if the goods were modified or used together with devices that were not delivered by us. Further claims against us shall be excluded, unless we are liable to the customer under applicable law. The right of the customer to withdraw from the agreement under the conditions described above shall remain intact.

11.

Concluding provisions

11.1 The court responsible for Chemnitz shall be the jurisdiction for deliveries and payments (including suits on cheques and bills of exchange) and all disputes arising between the parties. However, we reserve the right to sue the customer at any other statutory jurisdiction. The relations between the contracting parties shall be regulated exclusively under the law applicable in the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11.2 Only with our written approval may the customer assign his rights and obligations under this contract to a third party. However, this approval shall not be necessary if the assignment is in the context of an effective extended ownership reservation which the customer agrees with a third party in the context of the regulations in the above no. 6.

11.3 Should any individual terms of the preceding conditions or parts of these be ineffective, this shall not affect the effectiveness of the other terms. An ineffective term in these conditions shall be replaced by the effective term which comes closest in economic result to the ineffective term.