

# Terms and Conditions for Online-Shop Schleifring GmbH

---

## 1. Applicability

1.1 The present general terms and conditions for the online shop (OS-GTC) apply to all contracts concluded between you, if you are a person in the meaning of the following clause 1.2, and us, the company (Schleifring GmbH, Am Hardtanger 10, 82256 Fürstenfeldbruck/Germany, represented by the Management Board Stephan Bode, Dr.-Ing. Stefan Heun and Andreas Schott (Commercial Register Number Trade Register of District Court Munich HRB 48918, VAT-ID DE 811159634) via this online shop, unless otherwise agreed during the conclusion of the contract. We do not accept deviating or conflicting conditions insofar as we have not expressly agreed to them in writing.

1.2. The services of the online shop can only be used by you if you are a company acc. to sec. 14 of the German Civil Code (BGB), a legal entity under public law or special funds under public law, or are equal to the aforementioned persons or merchant acc. to the German Commercial Code. If you are consumer within the meaning of sec. 13 BGB you are not entitled to use the services and are not entitled to register. Only natural persons of full legal capacity shall be eligible.  
In the case you have registered yourself and do not meet the aforementioned criteria, we are entitled to exclude you from using the online shop at any time.

1.3 You will be notified of amendments of these OS-GTC in writing, per telefax or via email. If you do not object an amendment within four weeks after receipt of notification, the amendments shall be deemed as accepted by you. You will be separately made aware of the right of objection and the legal consequences of the reticence in the case of an amendment of the OS-GTC.

## 2. Registration as User

2.1 In order to be able to check if you comply with the the criteria acc. to 1.2 and to check your creditworthiness, you must first register in the shop; only then will our complete offer with prices etc. be displayed to you.

2.2 Your registration for our trading system will be made free of charge. You must send us a copy of your identity card or your VAT-ID-registration number or your tax number and provide us with documentation of your registration in the company's registry on our request. For admittance you must electronically fill out the application form on our website and send it to us. The information required for application shall be given by you complete and truthful. With your application, you choose a personal user name and a password. The user name shall not violate any third party rights or other trademark or rights to safeguard a name or public morals. You are obliged to keep the password secret and not to disclose it to third parties. A claim for an admission to our trading system does not exist.

2.3 Apart from your declaration of consent with the applicability of these terms and conditions, your registration is not linked to any other obligations. You can delete your registration under „My account“ at all times. You will not be obliged to buy any of the goods offered by us only due to your registration.

2.4 If your personal information shall change, you yourself are responsible for its update. All amendments can be made online under „My account“ after the log in.

### 3 Data Protection, Credit

3.1 All personal data given by you (title, name, address, date of birth, email-address, telephone number, telefax number, bank details, VAT-Registration Number, Tax Number copies of identification documents or extracts from Registers) will only be collected, processed and stored by us pursuant to the data protection law applicable in Germany.

3.2 Your personal data, insofar required to create, carry out or terminate the contractual relationship, shall only be used for the implementation of concluded purchasing contracts between you and us, e.g. for delivering the goods to the address indicated by you. A use of your personal data for advertising, market research or for the purpose of a needs-based design of our offers requires your explicit consent. You have the possibility to give this consent before placing your order. This declaration of consent is given completely voluntarily and can be accessed and revoked any time by you on our website.

3.3 We will also use usage data, i.e. data which may contain characteristics that identify you, details of the start and end as well as the scope of the respective usage and details of the telemedia used by you, for advertising, market research or for the purpose of a needs-based design of our telemedia to create user profiles by

using pseudonyms. You are entitled and have the option to object to the use of your usage data under „My account“. User profiles are not combined with the corresponding data under any circumstances.

3.4 If you require more information or if you want to recall or revoke the consent for the use of your inventory data expressly given by you and/or if you want to revoke the use of your usage data, our support under the email-address sales@schleifring.de or by tele-phone under the number +49(0)8141-403-133 is at your disposal .

3.5 As part of your registration, we regularly check your creditworthiness, and in certain cases where there is a legitimate interest we also check the creditworthiness of existing customers. For this purpose we cooperate with Creditreform Boniversum GmbH, Hel-lersbergstraße 11, 41460 Neuss, from which we receive the respective data. For this purpose, we transmit your name and contact details to Creditreform Boniversum GmbH.

Information in accordance with Art. 14 of the EU Data Protection Basic Regulation on data processing at Creditreform Boniversum GmbH can be found here: [www.boniversum.de/EU-DSGV](http://www.boniversum.de/EU-DSGV).

#### 4. Conclusion of Contract, Contract Language

4.1 The documents and papers belonging to the order, such as images, drawings, weight specifications and dimensions, shall be approximate values, unless they have explicitly been stated as binding. We shall re-serve the ownership and copyrights in all cost estimates, drawings and other documents; they must not be made available to third parties and must be re-turned should the contract not materialize. Plans and design specifications we have explicitly marked as confidential shall be kept under lock and key by you and must not be disclosed to third parties, also not after the goods have been delivered.

4.2 The presentation of the products and services in our online shop does not constitute a legally binding offer, but merely an invitation to place orders (invitation ad offerendum).

4.3 In our online shop, you can select products for purchase and/or services for booking by placing them in the shopping cart via a click on the respective button. To finish the order, go to the shopping cart, from where you will be guided through the remaining part of the order process. Following the product selection in the shopping cart and the specification of all required order and address data in the

subsequent step, you can click „Next“ to access a page that summarises the most important product details including the costs that will be incurred. Until this stage, you can correct your input or decide not to enter the contract.

Finally, by clicking „Order with obligation to pay“ in the last step of the order process, you submit a binding offer for purchase of the goods displayed in the order overview and/or for booking of the services listed in the order overview.

Immediately after submitting the order, you will receive an automatic acknowledgement, which however does not yet constitute the acceptance of your contract offer. A contract comes into existence between you and us as soon as we accept your order and/or booking by means of a separate email or dispatch the goods. Please regularly check the spam folder of your mailbox.

4.4 The exclusive language available for the conclusion of the contract shall be German. Translations of these OS-GTC into other languages are for information only. In the event of contradictions between the German text and the translations, the German text shall prevail.

4.5 You will receive the contractual provisions together with information on the goods ordered and/or services booked including these OS-GTC and the information on the right of revocation by e-mail upon acceptance of the contract offer together or together with the notification thereof this. We do not store the contractual provisions for you.

## 5. Payment Conditions, Prices

5.1 The payment of the goods will be made in advance or against invoice. Your options are displayed as part of the ordering process.

5.2 Price agreements and the prices shown on the invoice shall exclusively be in the statutory currency of the Federal Republic of Germany, i.e. in Euro. Payments remitted from abroad or from countries not belonging to the Euro zone shall therefore only be credited with the amount received by us in the German currency. Differences arising from the exchange rate and all other costs caused by the exchange shall be borne by you.

5.3 All prices shall be quoted net ex works, or ex warehouse, when being dispatched from a distribution center, with the statutory sales tax (VAT) being added. Our invoicing shall be based on the number of units or on the weight established by us; possible deviations therefrom can only be taken into account,

you can prove their existence. All additional costs, such as for the packaging, the dispatch, the shipment, the transport insurance, the customs and suchlike, shall be borne by you.

5.4 Invoices shall be payable net within 30 days after the invoice date, unless otherwise agreed with you. The invoice date is deemed to be the date shown on the invoice concerned. If the invoice covers largely services, especially repairs, a payment target of 8 days net shall apply to the entire amount, including possible spare parts invoiced. The term "days" comprises all weekdays including Sunday.

5.5 If you have claims against us, we shall also have the right of retention with regard to our own claims, irrespective of, whether due already or not, and even then, if these claims do not concern the same business. Inasmuch, a current account relationship also applies to the execution of the right of retention which covers all mutual claims. If you default on a payment despite being warned accordingly, or if circumstances occur that clearly reduce your creditworthiness, all our other possible claims shall become due immediately, if deliveries have already been made, and a payment target shall no longer apply in such cases. However, this shall not apply, if you are not responsible for the default of payment. We shall also be entitled to retain further (partial) deliveries until goods already delivered have been paid. If claims arising from orders are contractually justified but not due yet, since the delivery has not be made, we shall be entitled to demand under these conditions that these claims are immediately secured to the full extent. If bankruptcy proceedings are opened over the customer's assets, Article 41 et seq. of the German Insolvency Code shall apply. It has been agreed that these regulations shall also apply, if the insolvency proceedings are dismissed and, especially, if payments are suspended, although an insolvency application has not been filed. Setting off your claims against counter claims shall only be admissible, if your claims have either been legally established, or if we have explicitly acknowledged them in writing, or if a current account relationship exists which we have confirmed in writing.

5.6 Interest on arrears shall become due as soon as the default occurs. The rate of interest applying in such case shall conform to the one our company's bank charges for current account credits, at least however 9 percent points above the relevant basic rate of interest. This amount shall be charged as contractual interest from its due date. You can prove that a lower interest or none at all has accrued.

5.7. We shall basically be under no obligation whatsoever to issue or accept bills of exchange. Checks will be credited on condition that the payment is received on our account at the value shown; as a matter of principle, bills of exchange shall only be accepted on condition of their discountability. Should a bill of exchange not be honored, the amount shall be debited with retrospective effect from the day it was credited.

5.8 Changes to orders of any kind, both regarding the design and other conditions of the order required by you after the order has been confirmed, shall be made at your expense. Any costs incurred by such changes shall either be invoiced separately or by increasing the unit price.

## 6. Delivery – Passing of risks

6.1 Deliveries shall always be made ex works or ex warehouse. Partial deliveries shall be admissible; they shall be treated as independent deliveries and can be separately invoiced. Unless something else has been agreed, the goods shall be packed at our own discretion and to the best of our knowledge, with the type of dispatch also being determined by us. Another type of packaging or dispatch can be agreed at your request, which shall be agreed in writing well in time before the shipping order is placed with the forwarder. In such case too, all packaging and shipping costs shall be exclusively borne by you and we shall be under no obligation in this connection to point out the higher prices of the type of packaging or dispatch requested by you, even if the extra costs are considerable.

6.2 Once the goods have been handed over to the forwarder, the freight carrier or any other person com-missioned to dispatch the goods, i.e. when the goods leave the works or the warehouse at the latest, the risk shall pass to you. This shall also apply, if a cargo insurance or any other insurance has been taken out for the goods by us on the basis of a written agreement only and always in the name and at the expense of you.

6.3 Delivery periods stated in offers are deemed to be neither precise nor binding. The delivery periods stated in the order confirmation shall be more precise inasmuch as a deviation of up to one month is possible, unless a binding delivery period has been agreed, with the day or the calendar week being stated. However, even if a binding deadline for the delivery has been agreed, with a day or a calendar week being stated, it can only be met, if you have obtained and submitted all documents, papers, permits and releases required to execute the order, if you have

performed all your other duties of cooperation right in time and if the agreed down payments have been received as scheduled. The duties of cooperation include especially the delivery or provision of parts or equipment for which you are responsible. If such obligations on your part are not performed right in time or not at all, the promised delivery periods shall no longer be binding on our part; in the event you delay your performance of duties, the delivery period shall be shifted to a reasonable extent in accordance with the delay. The deadline of the delivery is deemed to have been met, if, by that time, the risk has passed as stipulated in this subsection or if you have been notified in writing that the goods are ready for dispatch. Goods being notified as ready for dispatch shall be immediately called for by you. If you fail to do, we shall be entitled to store the goods at your expense and risk, also with third parties, and to invoice them as being delivered ex works. However, we shall also be entitled, at our own discretion, to withdraw from the contract or to claim damages on the ground of nonperformance (Articles 281 & 323 of the German Civil Code [BGB]), after having set a reasonable grace period with a threat of refusal. This shall also apply, if the deadline for the delivery is postponed for reasons that fall within your risk sphere and if you do not notify us one (1) month before the delivery deadline, at the latest. In the case of orders for continuous delivery, or orders on call, we shall be entitled to group and deliver the goods according to type and volume, or to report them as ready for dispatch, if you do not immediately group and call up the goods yourself.

6.4 Your claims of any kind against us on the ground of delayed delivery shall be excluded. This shall not apply, if we are responsible for the delay ourselves and if we or our vicarious agents (Article 278 BGB) have acted with intent or gross negligence, if major contractual duties have been violated or if we are liable for injuries to life, limb and health in the case of such delay, as long as a deadline for the delivery has been fixed. The above exclusion shall not apply, either, if we have warranted the quality of the goods, their successful performance, or the acceptance of a procurement risk or liability commitments required by law, especially by the Product Liability Act. As long as no definite and binding deadline for the delivery has been agreed in accordance with subsection 6.3 hereof, we shall only accept any liability under these circumstances, if you have set us a reasonable grace period in writing prior to it and if we are responsible for not meeting this deadline due to willful intent or gross negligence. The liability for consequential damage shall always be excluded, unless you have explicitly pointed out to us the kind and extent of the impending damage in writing when setting the grace period, or when the binding deadline for the delivery was agreed, at the latest. In such case, our liability shall be limited to the kind and extent of the damage in accordance with this notice.

6.5 Delivery periods can be extended to a reasonable extent in the case of labor disputes, especially strikes and lockouts, and when unforeseeable obstructions occur which are not our fault and which are beyond our control, thus affecting the completion or dispatch of the goods. You shall be immediately notified in such cases about the expected duration of the delay. This shall also apply, if such circumstances occur at the suppliers, from whom we receive material. We might also be entitled to cancel our delivery obligations, wholly or partly, if such circumstances exist. Nor shall we be responsible for the above circumstances, if they occur during an existing delay of a delivery. The request for a grace period as referred to above shall also apply in cases, where you might have already set a grace period.

## 7. Defects

7.1 We shall be liable for defects affecting the goods delivered in accordance with the following rules, with any further claims being excluded: As a matter of principle, our liability for defects shall only cover the possible technical standard at the time of producing the item purchased, irrespective of, whether it was possible to satisfy certain requirements, or to achieve certain physical parameters, at the time of placing the order or whether this only turned out while the order was executed. We shall be under no obligation to point out certain doubts or impossibilities in this respect, neither when accepting the order nor when delivering the purchased item(s).

7.2 The liability period for defects amounts to one (1) year from the date of accepting the goods but not to more than 14 months from the date the risk has passed, unless the acceptance of the goods is delayed for reasons for which you are not responsible. Your right to assert claims for defects shall initially and exclusively be limited to supplementary performance, i.e. all those parts will be repaired or delivered again free of charge that are verifiably unusable, or the functioning of which is or has been considerably impaired, due to circumstances occurring before the risk passed. Our duty of liability also requires that any such defects occur under the contractually specified operating conditions which must have been duly observed and under conditions specified for the intended use. If you or third parties carry out improper modifications, repairs or interventions of any kind, our liability for defects shall be forfeited, which also applies to defects that are caused by the installation of faulty parts provided by you, unless you can prove that the defect concerned has not occurred in connection with such activities and/or parts provided or installed. If the supplementary performance together with the

transport, the disassembly and the reassembly results in unreasonably excessive costs in relation to the value of the item concerned, your claims for defects shall be restricted to the withdrawal from contract or the reduction of the purchase price.

7.3 Any defects identified shall immediately be reported to us in writing. You shall give us the opportunity and time, as mutually agreed, to make corrections and the replacement deliveries which are necessary from our point of view, so as to enable us to rectify existing defects, as otherwise we can be exempt from the liability for defects. This restriction shall not apply in the case of a willful or grossly negligent violation of duty, a violation of major contractual duties, injuries to life, limb and health, in the case of delay if a binding deadline for the delivery has been fixed, in the case of warranting the quality of the goods, their successful performance or accepting a procurement risk or liability commitments required by law, especially by the Product Liability Act. You shall have the right to rectify the defect itself, or have it rectified by third parties, and to demand the reimbursement of the necessary costs incurred in urgent cases only, when the operational safety is at risk and when an unreasonably large damage is to be prevented, in which case we have to be notified without any delay, or when we have delayed the rectification of the defect and a grace period has also expired. Unless something else has been agreed individually, you and/or a third party concerned shall forfeit their right to bring claims for defects, if visible and identifiable defects are not reported within 2 months after the risk has passed, which shall not affect the liability for hidden defects.

7.4 Of the direct costs incurred by repairs or replacement deliveries we shall assume – provided the complaint is justified – the costs of the necessary spare parts, including their shipment, as well as the reasonable costs of the disassembly and reassembly. It shall be at our discretion to decide, whether the work is carried out at the location of the defective goods either by our own personnel or by your personnel at our expense, or whether the defective goods are to be returned to us at our expense. If the goods are to be returned to us, we shall assume the costs for the most inexpensive shipment both ways under the given circumstances. All other costs not considered to be direct ones shall be borne by you. This regulation shall apply only on condition that the goods which are subject of the complaint are located at the place of destination, where they have been delivered by us. If we cannot identify such place (because you might have arranged the dispatch and the shipment himself), the goods are deemed to have been put up within the Federal Republic of Germany, unless something else has explicitly been agreed. If the goods have been moved on from the first place of destination, of which we know,

or if they have been moved out of the Federal Republic of Germany without our knowledge, we shall always only assume the costs in a case of being liable for a defect that would have been incurred had the goods been put up at the initial place of destination or within the Federal Republic of Germany; all extra costs shall be borne by you. If work is to be done in the course of rectifying the defect that can only be carried out by our own personnel, we can demand, at our own discretion, that the traveling expenses incurred for the extra journey of the personnel are either advanced or that the rejected goods are brought back to the initial place of destination on the territory of the Federal Republic of Germany. If, in such case, the defect(s) is/are rectified by other (i.e. third-party) personnel on site, we shall not be under the obligation to bear the costs incurred by this different location.

7.5 Any subsequent improvement work or the installation of spare parts shall basically not give rise to a new liability period for defects; our liability for defects shall therefore be limited to the originally supplied goods. The existing liability period for defects shall be suspended for the duration of the subsequent improvement, and replaced parts shall always become our property.

All further claims, especially a claim for being compensated for damage that has not been inflicted to the delivered item itself and/or that third parties have suffered, shall be excluded. This exclusion of liability shall not apply to willful or grossly negligent violations of duty, a violation of major contractual duties, to injuries to life, limb and health, in the event of a delay, if a binding deadline for the delivery has been fixed, in the case of warranting the quality of the goods or their successful performance, or in the case of accepting a procurement risk or liability commitments required by law, especially by the Product Liability Act. except in cases of willful intent or injuries to the life, limb and health, the liability shall be limited to Euro 500,000.

## 8. Impossibilities of performance

If the performance expected from us becomes impossible, the general statutory regulations shall apply. If we are responsible for the impossibilities ourselves, or if we refuse the performance of the contract without any valid reason, you can withdraw from the contract, with any further claims being excluded. This exclusion of further claims shall not apply, if the proprietor or the statutory representatives of our company are found to have acted with intent or gross negligence. If we are then under the duty of paying damages, the amount shall be limited to the actual loss suffered which must be proved, or to the lost profit which was foreseeable for us as being typical of the contract as a possible consequence of a contract violation when the contract was concluded by taking into account all other circumstances known

to us or made known to us. This limitation of liability shall not apply in the case of a willful or grossly negligent violation of duty, a violation of major contractual duties, to injuries to life, limb and health, in the event of a delay, if a binding deadline for the delivery has been fixed, in the case of warranting the quality of the goods or their successful performance, or in the case of accepting a procurement risk or liability commitments required by law, especially by the Product Liability Act.

## 9. Retention of Title

9.1 We shall reserve the right of ownership in the delivered goods until our claims arising from the business relationship are fully settled, even if the purchase price for particularly defined goods has already been paid. In the case of a current account, the goods subject to retention of title are used as a security for our outstanding balance. If our open claims are oversecured by more than 50 %, based on the market value of the goods that are subject to retention of title, you can demand the discharge of the delivered goods from those that are subject to retention of title until the security no longer exceeds 50 %. The goods longest subject to retention of title shall always be released first. If goods from us are subject to retention of title, we shall leave them to the buyer on loan, so that they can be used.

9.2 In the course of proper business operations, you shall be entitled to resell or process the delivered goods that are subject to retention of title. However, you shall hereby assign the claims against third parties to us - and we accept the assignment - that accrues to you as a result of reselling or processing these goods. If the goods that are subject to retention of title are sold by you together with other goods not supplied by us, without or after having been processed, the assignment of the claim arising therefrom shall apply to the value of our goods that are subject to retention of title. If you perform your duty of payment, you shall be entitled to collect the amount arising from the assigned claim. You shall, at our request, provide exact information about the claims that have been generated as a result of the delivered goods' further use, and you shall also inform the recipient of the goods about the assignment of his claims to us, if requested to do so.

9.3 In the case of garnishments or other interventions on the part of third parties, you shall inform us immediately and without any undue delay in writing or text form, so that we can bring action pursuant to Article 771 of the German Code of Civil Procedure (ZPO). If the third party is unable repay us the court fees and the out-of-court expenses for the legal action pursuant to Article 771 ZPO, you shall be liable for the loss incurred. You shall immediately inform us by sending us a copy of

the documents concerned about a garnishment or any other interference with our goods that are subject to retention of title, or about claims assigned to us arising from the reselling or processing of these goods by third parties.

9.4 If the legal effectiveness of the retention of title under a foreign jurisdiction depends on a registration or on the compliance with formal requirements, you shall inform us about any such regulations with-out being specifically asked to do so. Failing to do so, we shall be entitled to withdraw from the contract and demand damages for the lost profit.

## 10. Refusal of acceptance

If you fail to accept the ordered goods, wholly or partly, in spite of a written warning and if you are responsible for the reason to do so, the full purchase price shall nevertheless become due for payment from the time when the risk was transferred as stipulated in these OS-GTC. However, we shall be entitled to sell or utilize the ordered goods elsewhere at their best after setting a reasonable grace period with a relevant warning which has to be repeated in the form a second or later reminder. In such case, you shall pay damages on the ground of non-performance which amount to a flat rate of 15 % of the contracted purchase price, unless we can prove that the actual damage is even higher or you can prove that the actual damage is lower. As regards the claim for the purchase price which becomes due at the time of passing the risk, you cannot argue that you finally decided to refuse acceptance and only need to pay damages for this reason; according to this provision, our claim for performance shall, in fact, only be reduced to a mere claim for damages once the ordered goods have actually been sold or utilized else-where.

## 11. Tools, drawings, patents

11.1 All tools, items of equipment, drawings and other auxiliaries required to perform the contract shall remain our property, unless they have explicitly been designated in the order confirmation as belonging to the scope of delivery.

11.2 If orders are executed on the basis of drawings, templates, patterns, samples or other specifications provided by you, the latter shall assume full liability, should we impair industrial property rights or other third-party rights when executing the order. We shall be under no obligation to make inquiries or to obtain information with regard to such third-party rights.

You shall indemnify us at our written request from any such third-party claims.

11.3 If orders are executed on the basis of your specifications in accordance with subsection 11.2 above and if these specifications establish industrial property rights and/or copyrights you own, these rights or the rights of use resulting therefrom shall remain with you. On the other hand, all industrial property rights and the entire know-how from executing the order shall exclusively be our own.

11.4 We are owners of numerous patents and possess, in addition to that, extensive know-how for the development and production of slip rings and systems using slip rings. Once the order has been paid in full, we shall grant to you a non-exclusive right, unlimited in time and space, for the intended use of the ordered item concerned. Any transfer of industrial property rights and/or know-how beyond this right granted shall be excluded.

11.5 To the best of our knowledge, no patents or any other third-party industrial property rights will be impaired, when we perform the services as ordered. However, should third-party patents or industrial property rights be impaired and should third parties bring claims for injunctive relief and/or damages against you, we shall be under the obligation to fully indemnify you from such claims, while any other claims on the part of the customer, especially claims for damages, shall be excluded. This limitation shall not apply in the case of a willful or grossly negligent violation of duty, a violation of major contractual duties, injuries to life, limb and health, in the case of delay if a binding deadline for the delivery has been fixed, in the case of warranting the quality of the goods or their successful performance, or accepting a procurement risk or liability commitments required by law, especially by the Product Liability Act.

## 12. Liability

12.1 We shall not be liable for the suitability of the delivered goods for the intended application or use, unless this is, according to the content of the written order confirmation, a major part of the contract. We shall only be liable for consultation errors or for mistakes made in the process of performing minor obligations, e.g. when our personnel or our vicarious agents carry out assembly work or when they provide training for your personnel, in cases of willful intent or gross negligence. We shall only assume liability for tortious acts of our employees on the basis of Article 831 BGB and if so, only in cases of willful intent or gross negligence. Apart from cases of willful intent or gross negligence, any possible punitive damages shall be limited to the actual loss suffered by, or to the lost profits of, the party placing the order, which was foreseeable for us as a possible consequence of a violation of

duties at the time of concluding the contract by taking into account all other circumstances known to us. This limitation of liability shall not apply in the case of a willful or grossly negligent violation of duty, a violation of major contractual duties, injuries to life, limb and health, in the case of delay if a binding deadline for the delivery has been fixed, in the case of warranting the quality of the goods or their successful performance, or accepting a procurement risk or liability commitments required by law, especially by the Product Liability Act.

12.2 The liability for any kind of indirect damage and consequential loss, i.e. especially damage not affecting the delivered goods as such, shall be excluded, unless certain characteristics or properties of the delivered goods have been warranted in writing for just the purpose to cover you against the risk of consequential damage; the onus to prove the existence of such a specific assurance shall lie with you. This exclusion of liability shall not apply in the case of a willful or grossly negligent violation of duty, a violation of major contractual duties, injuries to life, limb and health, in the case of delay if a binding deadline for the delivery has been fixed, in the case of warranting the quality of the goods or their successful performance, or accepting a procurement risk or liability commitments required by law, especially by the Product Liability Act. Except in the case of willful intent and/or injuries to life, limb and health, the liability shall be limited to Euro 500.000.

Irrespective of the above exclusion of liability for consequential damage, we usually maintain an insurance at our expense that covers consequential damage, although the insurance is generally not valid in the USA and Canada. However, our customers have generally no legal claim that this insurance will be taken out and maintained nor that the insurance will cover the damage. If, however, this insurance covers consequential damage, you shall be entitled to the full benefits received from the insurance, but up to the amount of the actual damage only and by taking into account our obligation to pay damages.

12.3 Contractual limitations of liability shall be ineffective, if they interfere with statutory claims based on the Product Liability Act. The contracting parties are fully aware of this fact which does not result in the annulment or ineffectiveness of the contractual provisions nor of these OS-GTC.

12.4 Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. In this respect, we are not liable for the constant and uninterrupted availability of our online trading system.

## 13. Export Control

Impact of regulations of the foreign trade law on the contract and its performance/de-claration of commit-ment to comply with the export control law/ reservation clause for concluding the contract and its performance.

13.1 We hereby point out that the transfer/export of goods (including software and technology) for the purpose of performing the contract will be subject to the European and German foreign trade law and that the delivery may be subject to restrictions and bans under the export control law. The applicable legal regulations are especially the EC-Regulation in its currently valid version (Dual Use Regulation) and its attachments, the Foreign Trade and Payments Act (AWG), the Foreign Trade Regulation (AWV) and the German Export List. Moreover, there are European and national embargo directives against certain countries and persons, to which no deliveries must be made at all or where deliveries require prior approval. Goods produced in the US, goods containing 10 or 25 % of US goods and goods from US-controlled companies can be subject to the US-(re-)export law, in addition to the above named laws and provisions.

13.2 You (party placing the order, recipient) shall acknowledge and comply with the European and German export control provisions as well as the US-(re-)export provisions, if the transfer/export of the goods comes under US laws. You shall ensure in particular that the goods are neither directly nor indirectly used in any way in connection with the development, the production, the handling, the operation, the maintenance, the storage, the location, the identification or the dissemination of chemical, biological or nuclear weapons and their carrier systems, unless you are in possession of the required permits. You shall also undertake not to make the goods available, neither directly nor indirectly, for the military end-use in a weapon embargo country in accordance with the EC Regulation in the currently valid version or to a country of the Country-List-K or of the currently valid export guidelines of the Federal Republic of Germany, unless you are in possession of the required permits. You shall also undertake to ensure that the goods are not made available, neither directly nor indirectly, for civil nuclear use in the countries listed in Article 5d, subsection 1, AWV, un-less you are in possession of the required permits. Nor shall you sell, export, re-export, deliver or pass on the delivered goods, neither directly nor indirectly, to persons, companies, institutions, organizations or countries, or to make such goods available in any other way, if this would violate European, German and/or US-(re-)export provisions. In the event of re-selling/passing on the delivered goods you shall inform your customer about the relevant provisions of the export

control law and to pass on the obligations arising therefrom your customers. We can demand that you issue so-called end-use certificates to enable us to prove and document the final destination and the end use of these goods. You hereby acknowledge that the legal regulations referred to in sub-section 1 hereof are subject to continuous modifications and amendments and that they apply to the contract in their currently valid version. You shall make inquiries about the applicable regulations yourself and you are responsible for complying with them.

13.3 You shall be fully liable to us for any damage we suffer as a result of your culpable non-compliance with the European, German and US-(re)export provisions.

13.4 Offers (contract, order confirmation) and the performance of contract shall be subject to the provision that the export or transfer license which may be required will be issued by the competent authorities and that no other legal obstacles exist due to regulations under the export control law which we in our capacity as exporter or transferor or one of our suppliers must observe. If we cannot perform the contract with you during the term of the contract due to European, German and/or US-(re-)export provisions, we shall not be liable for any damage that may arise therefrom.

13.5 You shall provide all and any information, documents and papers required for the export, transfer and/or import. You shall also immediately apply for the permits & licenses you need to obtain, after the order has been placed and/or after you have received from us all necessary information, documents and papers. If you fail to provide the above information right in time or not at all, or if you fail to apply for the relevant permit(s) and license(s) right in time or not at all, the binding nature of the delivery deadline shall become ineffective. If you are responsible for this violation of duty, you shall be fully liable for the resultant damage or loss (storage costs, loss of the goods etc.). If you (party placing the order, recipient) fail to perform your duty despite being warned by us to do so, section 10. of these OS-GTC shall apply accordingly.

#### 14. Final Clause

14.1 Modifications to the scope of contract as set forth in the order confirmation shall only become effective if being agreed in writing.

14.2 Our offers and order confirmations shall always be made on condition that your credit rating acc. to subsection 3.5 is positive.

14.3 Should the contract and/or these OS-GTC as well as the documents and technical specifications have been translated, the German version shall always prevail. The contractual relationship of the contracting parties is always governed by German law, while the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall explicitly be excluded.

14.4 The place of jurisdiction for all disputes arising from the contractual relationship and its execution, insofar as the parties are companies within the meaning of Art. 14 BGB, legal entities under public law or special funds under public law, shall be Munich I; this shall also apply to legal actions in proceedings concerning cheques or bills of exchange.