

I Scope of Application

1. The following provisions apply to all legal transactions with entrepreneurs (Section 14 German Civil Code BGB). Contradictory conditions, be they conditions of purchase or conditions of sale, are explicitly opted out from. By placing the order or accepting an order, the contractual partner declares its unconditional agreement to our terms and conditions. If our contractual partner stipulates other conditions, these shall only apply if and when this has been confirmed by us in writing.
2. All agreements made between us and the contractual partner for the purpose of executing this contract shall be set down in writing in the contract or in an amendment contract.

II Orders

1. Our offers and price quotations are subject to change until the final conclusion of the contract. Likewise, technical descriptions and other details in offers, brochures and other information are initially non-binding. Illustrations and information in catalogues are only approximates unless they are explicitly designated as binding. We reserve the right to make improvements or changes to the design or construction. Minor deviations in size, colour, quality and design that are customary in the trade do not constitute grounds for complaint.
2. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties. In the case of orders involving special development work, the contractual partner shall not acquire any rights to the developed items nor to the equipment for the manufacture of these items, even if it has contributed in whole or in part to the costs of development or manufacturing.
3. Information within the meaning of paragraph 1, as well as in public statements on our part, by the manufacturer and its assistants (Section 434 Paragraph 3 German Civil Code BGB), shall only become part of the service description if explicit reference to it is made in the contract.

III Sales Prices and Terms of Payment

1. Our prices apply without packaging and without VAT, in each case "ex works". Packaging will be charged separately if applicable and will not be taken back.
2. If additional services are agreed in addition to those stipulated in the contract (e.g. assembly work, services outside

the warranty obligation), these shall be invoiced separately.

3. If goods or services are delivered and rendered after the expiry of 4 months after conclusion of the contract, we reserve the right to impose all cost increases on the contractual partner.
4. Invoices are due for payment as agreed upon conclusion of the contract. They shall be regarded to have been made on the date the amount is freely available to us.
5. The contractual partner shall have a right of set-off or retention only in respect of undisputed or legally established claims or entitlements.

IV Compensation in case of cancellation of the order

In the event of partial or total cancellation of the order by the contractual partner, we are entitled to charge 20 % of the net value of the goods for damages. We are free to refuse to take back delivered goods. In case of redemption, 25 % of the net amount will be charged in addition to the expenses incurred. We are entitled to prove higher damage, just as the contractual partner is entitled to prove that we have not incurred any damage at all or only a lesser damage.

V Delivery

1. The scope of our delivery obligation is determined exclusively from this contract.
2. If partial deliveries are reasonable for the contractual partner, they can take place and be invoiced.
3. Delivery deadlines are always stated subject to the cooperation of the contractual partner according to contract. Compliance with our delivery obligation requires the timely and proper fulfilment of the contractual partner's obligation, in particular regarding to the payment.
4. If we ourselves do not receive delivery, although we have placed congruent orders with a reliable supplier, we shall be released from our obligation to perform and may withdraw from the contract.
5. In the event that the contractual partner is in default with the call-off, acceptance or collection, or if it is responsible for a delay in delivery, we shall be entitled to demand an all-in fee in the amount of the customary local storage costs, without prejudice to further claims. This is independent of whether we store the goods with us or with a third party. The contractual partner reserves the right to prove that no damage at all or lower damage has been incurred.

VI Delay of Delivery

1. If the agreed upon deadline cannot be met as a result of circumstances beyond our control or that of our suppliers, it shall be extended accordingly. We will inform the contractual partner immediately in the event of such a case. If the impeding circumstances still persist one month after expiry of the agreed delivery period, either side may withdraw from the contract. Further claims due to exceeded delivery deadlines we are not responsible for are excluded.
2. In the event of a delay in delivery for which we are responsible, the contractual partner shall be obliged to grant us a reasonable period of grace, which must be at least 21 working days. After its fruitless expiry, the contractual partner is entitled to withdraw from the contract or to claim damages instead of performance. The liability of damages is limited to 50 % of the damage incurred.
3. Paragraph 2 shall not apply if the delay is due to intent, gross negligence or a substantial breach of duty; or if a commercial transaction for delivery by a fixed date has been agreed.

VII Place of fulfilment and transfer of risk

The place of fulfilment is our place of business. Unless otherwise stated in the order confirmation, delivery "ex works" is agreed. Shipment shall always be at the expense and risk of the contractual partner. The risk shall pass - even if carriage paid delivery has been agreed on - when the shipment has been dispatched or collected. Transport insurance is the sole responsibility of the contractual partner.

VIII Material defects

1. The contractual partner is obliged to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).
2. No further rights can be derived from material defects which do not or only insignificantly impair the value or the suitability of the goods for the use recognisable to us.
3. If the goods have a material defect at the time of transfer of risk, we are entitled and obliged to subsequent performance. Subsequent performance shall be carried out at our discretion either by repair or replacement delivery. The costs of subsequent performance, in particular those of transport, travel, labour and material, shall be borne by us. If these costs amount to more than 50 % of the delivery value, we are entitled to refuse subsequent performance.
4. If subsequent performance fails, does not take place within a reasonable period set by the contractual partner or is refused by us, the contractual partner shall be entitled, at its

discretion, to withdraw from the contract, to demand a reduction in price corresponding to the value of the defect or - within the limits of the following paragraphs - to demand damages instead of performance.

5. If a material defect leads to damage, we shall be liable in accordance with the statutory provisions, provided that the damage is personal injury, falls under the Product Liability Act or is due to intent or gross negligence.
6. If the damage is based on a culpable breach of an essential contractual obligation or a cardinal obligation, we shall only be liable for the damage typical for the contract.
7. Further contractual and tortious claims of the contractual partner are excluded. Therefore, we are not liable in particular for damage that has not occurred to the delivery item itself or for loss of profit or other financial losses of the contractual partner.
8. The above provisions do not apply to used goods. Here we are liable only for material defects only in the case of explicit acceptance of a guarantee, intent or gross negligence.
9. Section 478 German Civil Code (BGB) remains unaffected by paragraphs 2 to 8.

IX Other liability for compensation

1. The provisions set in IX paragraphs 5 to 7 above shall also apply to claims for damages due to other breaches of duty.
2. In the event of a breach of a pre-contractual obligation or an impediment to performance already existing at the time of conclusion of the contract, our obligation to pay compensation shall be limited to the reliance interest.
3. The provisions set in IX paragraphs 5 to 7 shall apply accordingly to our tort liabilities.
4. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

X Statute of limitations

1. Subject to Sections 438 Paragraph 2 and 445b German Civil Code (BGB), the contractual partner's claim for subsequent performance shall become time-barred one year after delivery of the goods.
2. The limitation period for claims for damages is one year, subject to Sections 438 Paragraph 2 and 445b German Civil Code (BGB).
3. For claims under the Product Liability Act and in cases of intent and gross negligence, the statutory limitation period shall apply, otherwise, all claims against us shall become time-barred after two years.

XI Retention of title

1. Ownership of the delivered goods shall remain reserved until all our claims against the business partner arising from either future claims arising from contracts concluded at the same time or those arising later have been settled. This shall also apply if claims are included in a current invoice and the balance has been struck and accepted.
2. In the ordinary course of business the contractual partner is entitled to sell or process the goods, in particular to install them. It shall carry out any processing on our behalf without any obligation on our part. In the event of processing, combination or mixing of the reserved goods with other goods, a co-ownership share in the new item shall generally arise for us, namely in the event of processing in the ratio of the value of the reserved goods to the value of the new item; in the event of combination or mixing in the ratio of the value of the reserved goods to the value of the other goods.
3. The contractual partner hereby assigns to us all claims accruing to it from the resale against a purchaser or third party, including in the event of installation. It shall remain authorised to collect these claims even after the assignment. Our authority to collect the claim ourselves remains unaffected by this, but we will not make use of this right as long as the contractual partner meets his payment and other obligations. Upon request, the assigned claim and its debtor shall be notified to us; in addition, all information required for collection shall be provided, the associated documents shall be handed over and the third-party debtors shall be informed of this assignment.
4. In the case of conduct in breach of contract on the part of the contractual partner, in particular in the event of default in payment, we shall be entitled to withdraw from the contract and to take back the goods. For the purpose of taking back the goods, the contractual partner hereby irrevocably permits us to enter its business and storage premises without hindrance and to take the goods with us.
5. As far as and as long as the retention of title exists, the contractual partner may neither assign as security nor pledge goods or items manufactured from them without our consent. Conclusions of finance contracts which include the transfer of our reserved rights shall require our prior written consent, unless the contract obliges the financing institution to pay the price share we are entitled to directly to us.
6. In the event of seizures and other interventions by third parties, the contractual partner must notify us immediately in writing. It is prohibited from entering into any agreements with its customers which may affect our rights.

7. We undertake to release the securities to which we are entitled at the request of the contractual partner and at his option to the extent that the realisable value of the securities exceeds the claims to be secured by more than 20 % or their nominal amount by more than 50 %.

XII General remarks

1. The rights of the contractual partner under this contract are not transferable without our consent.
2. The invalidity of individual provisions shall not affect the validity of the remaining provisions.
3. If the contractual partner is a merchant, the place of jurisdiction for all disputes with it is our registered office. This place of jurisdiction shall not be exclusive.
4. German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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