

TERMS OF DELIVERY

I. General

1. These General Terms of Delivery apply exclusively to natural or legal persons or legal partnerships performing commercial activities or acting as self-employed persons.
2. All deliveries or services, including consultation services, are and shall be provided exclusively on the basis of the terms and conditions set out below.
3. Any confirmation letters sent by the purchaser containing deviating conditions, in particular purchasing terms or other general terms and conditions of the purchaser, are explicitly rejected. Deviating conditions shall never be applicable, even if we have not explicitly rejected them upon reception. These terms are considered to be acknowledged at the latest at the moment when the purchaser receives the goods delivered by us.
4. Our offers are not binding. We reserve the right of technical modifications, minor constructional modifications representing a technological improvement and modifications in form, colour and/or weight as far as they are acceptable. The data contained in the documentation belonging to the offer, such as figures, drawings and specifications of weight, are approximate values only unless it is explicitly stated that they are binding.
5. All delivery contracts and other agreements shall only enter into effect after we have confirmed them in writing. What is relevant is only the content of the confirmation.
6. Additional oral agreements shall not be binding for us. Any modifications or additions to the agreement concluded, including these terms of delivery, must be confirmed by us in writing before they become valid.
7. We shall be entitled to accept the contractual offer implied in the order within two weeks after reception. This acceptance can be expressed either in writing or by delivering the goods to the customer.
8. If the goods are ordered electronically, we shall store the text of the contract and, upon request, send it together with these terms and conditions to the customer.

II. Prices

1. Our prices shall apply to the services and the delivery volume stated in our letter of confirmation or order confirmation.
2. Our prices shall be binding for four months from the conclusion of the contract, at least however until an agreed period of commitment has expired. After expiration of this period, we shall be entitled to charge an increased price to our customer if our costs for procurement of material, production, delivery, assembly or similar things have increased in the meantime, including increased costs due to legal modifications (e.g. increased VAT).
3. Our prices are quoted ex works, excluding packaging material, transportation costs and other additional costs as well as the legal VAT, unless otherwise agreed. For packaging costs, the relevant price lists or a separate offer shall be applicable.

III. Delivery period and delivery volume

1. The delivery period starts on the day when an agreement on the order between purchaser and supplier is available in writing. The following things are required if the delivery period is to be observed: all documentation to be supplied by the purchaser as well as all necessary approvals and releases must be provided in time; the plans must be clarified and adopted in time; the agreed terms of payment and all other obligations must be adhered to. If these requirements are not met in due time, the delivery period shall be extended accordingly.
2. The delivery period shall be considered as observed:
 - a) in case of delivery without installation: if the goods are ready-for-operation and have been dispatched from the factory within the agreed delivery period. If the delivery is delayed for reasons for which the purchaser is responsible, the delivery period shall be considered as observed if the purchaser is informed within the agreed delivery period that the delivery is ready for dispatch.
 - b) in case of delivery with installation: as soon as the systems are installed within the agreed delivery period.
3. If clear evidence can be furnished that non-compliance with the delivery time is due to mobilization, war, riot, strike, lockout at the company sections responsible for carrying out the order, or to the fact that an important piece of work has become scrap or to any other reason for which we cannot be held liable according to the general principles of law, the delivery period shall be extended accordingly.
4. If dispatch or delivery is delayed on the purchaser's request, storage costs of 1/2 percent of the invoice value can be charged to the purchaser per month commenced, beginning one month after the purchaser has been advised that the goods are ready for dispatch; the storage charges shall be limited to 5 percent unless evidence of higher costs can be provided.
5. Safety devices shall only be included in the delivery if this has been explicitly agreed.
6. We shall be entitled to make partial deliveries in cases where this is possible. Premature deliveries shall also be admissible if the customer has been duly informed beforehand. If the delivery is partially delayed, the

purchaser shall only be entitled to cancel the entire contract if a partial delivery is of no interest to him.

IV. Passing of the risk

1. The risk shall pass to the purchaser even if delivery without freight charges has been agreed:
 - a) in case of delivery without installation: as soon as the goods are ready-for-operation and have been dispatched from the factory. The goods are packed according to our best judgement. On request and at the costs of the purchaser, we will insure the goods against breakage, transportation and fire damage.
 - b) in case of delivery with installation: on the day when the goods delivered are taken into operation, or (if test operation has been agreed) after a successful test operation. It is assumed that the test operation or the taking into real operation follows immediately after the installation has been carried out and the equipment is ready for operation. If the test operation or the taking into real operation is delayed by more than 14 days, the risk for the time of delay shall pass to the purchaser.
 - c) in case of return deliveries.
 - d) If the dispatch or delivery is delayed on the purchaser's request, the risk shall pass to the purchaser in both cases for the time of delay starting with the day when the purchaser is informed that the goods are ready for dispatch; we shall, however, be obliged to provide for the insurances the purchaser requests, at the costs of the latter.
2. The choice of the means of transportation shall be at the supplier's discretion.

V. Retention of title

1. The delivery shall be subject to retention of title according to the provisions stated below (the goods delivered with retention of title are hereinafter referred to as "goods under proviso"):
 - a) The goods under proviso shall remain our property unless the purchaser has fulfilled each and every claim under the business relationship.
 - b) If the purchaser combines the goods under proviso with other things not belonging to us in order to create something new, the purchaser, if he acquires sole ownership of the new object, shall transfer co-ownership to us on the basis of the ratio between the sales price of the goods under proviso and the value of the new object at the moment of the combination. The conclusion of the relevant purchase contract concerning the goods under proviso between the purchaser and us shall be considered as agreement on the passing of title. The granting of co-ownership shall be replaced by the purchaser taking the new object into custody for us. The new objects created by the combination serve for our security only at the value of the sales price of the goods under proviso we delivered. The new objects shall be considered as goods under proviso in the sense of these provisions.
 - c) The purchaser shall be entitled to resell the goods under proviso only in the framework of his regular business and only under the following conditions:
 - If he does not sell against immediate payment, he must pass our retention of title to his customers in such a way that he himself retains the title until the entire sales price has been paid.
 - His claims from the reselling of the goods under proviso towards his customer shall be assigned to us, regardless whether the goods under proviso are resold without or after combination, whether they are sold to one or several customers, whether they are sold alone or together with other goods not belonging to the supplier, starting at the moment when he concludes the sales contract concerning the goods under proviso with his customer. A separate statement of assignment for the individual case of reselling shall not be required. The assigned claim is a security for our claim resulting from the sale of the goods under proviso.
 - He shall be entitled to collect the claims from the resale despite of the assignment. We shall not collect these claims ourselves as long as the purchaser duly meets his payment obligations towards us. On our request, the purchaser must inform us about the debtors of the assigned claims as well as about the amount in question and he must also inform the debtors about the assignment.
2. The retention of title according to the above provisions shall remain in force also in cases where the claims towards the purchaser are included in a current invoice and the balance is established and acknowledged.
3. If the purchaser has fully met all his obligations under the business relationship towards us, ownership of the goods under proviso shall immediately pass to him and all assigned claims shall equally pass to him.
4. We agree to release the securities we are entitled to according to the above provisions at our discretion if the purchaser requests us to do so and if the value to be gained from a sale is by 1/4 higher than the value of the claims to be secured.
5. If goods under proviso are distrained by a third party, the following shall apply:
 - a) If the goods are distrained at the purchaser's site, the purchaser must inform the bailiff about the supplier's retention of title and, without delay, notify the supplier by registered mail, attaching the bailiff's return as well

as a statutory declaration stating that the distrained goods are identical with the goods under proviso.

b) If the goods are distrained at the site of one of the purchaser's customers, the purchaser must take all necessary measures that are required to bring about a release of the goods under proviso that have been distrained.

6. If he stops payment or in case of an insolvency or over-indebtedness, the purchaser shall be obliged to sort out immediately all goods under proviso delivered to him that are still in his warehouse as well as all claims assigned to us and to send us a detailed list of the existing goods under proviso and the claims assigned, specifying the amount and the address of the debtors.

7. We shall be entitled to remove the goods under proviso that are on stock at the purchaser's site from his premises and to take them into our possession if the purchaser does not meet his obligations towards us. For this purpose, the purchaser shall grant us or our representatives access to all of his business premises during his office hours.

VI. Terms of payment

1. The purchaser agrees to pay the purchase price within 14 days after he has received the goods and the invoice. After this period, the purchaser shall be in delay of payment. Delivery to new customers shall be made only against payment in advance or cash on delivery.

2. For the period of delay, the purchaser shall be obliged to pay interests of 8% above the basic interest rate for the amount due. We reserve the right to provide evidence of a higher damage caused by delay and to raise claims accordingly.

3. The retention of payments because of counter-claims or set-off against counter-claims on the part of the purchaser shall only be admissible if these claims have been acknowledged by us or if they are final and conclusive.

4. The purchaser is obliged to meet his contractual obligations, in particular the agreed payment obligations, unless a complaint of defects is established beyond any doubt. However, the amount to be retained by the purchaser in such a case must be in a reasonable relation to the defects.

5. If, after conclusion of the contract, we gain knowledge of circumstances which are likely to impair the purchaser's financial standing, we shall be entitled to supply pending deliveries from this or other contracts only against payment in advance or security deposits.

VII. Ownership and proprietary rights

1. All tools and moulds produced by us or by a third party on our request shall remain the property of the supplier. Even if the purchaser has paid all or part of the costs for tools or moulds, we shall not be obliged to hand over the tools or moulds. We agree to use the tools and moulds exclusively for orders from the purchaser. If they are to be used for other purposes, the written consent from the purchaser is required.

2. If objects are manufactured on the basis of drawings or specimens, the purchaser shall ensure that no proprietary rights of a third party are violated by the manufacturing and delivery. If a third party prohibits the manufacturing and delivery on the grounds of proprietary rights, we shall be entitled to stop manufacturing and delivery immediately. Compensation claims by the purchaser shall be excluded. The latter shall be obliged to reimburse the costs incurred. Furthermore, the purchaser shall be obliged to exempt us from claims of a third party.

3. We reserve the proprietary right and copyright for estimates, drawings and other documentation; they shall not be made accessible to a third party. Drawings and other documentation belonging to an offer must be returned on request without delay if the supplier does not obtain the order.

VIII. Warranty

1. If the goods have defects which evidently existed already at the moment of delivery, we shall first have the option to provide warranty by remedy or replacement.

2. If these measures fail, the customer shall have the option to request either a reduction of the remuneration or cancellation of the contract. In case of a minor violation of the contract, in particular in the case of only minor defects, the customer shall not be entitled to cancel the contract.

3. Entrepreneurs shall be obliged to report evident defects in writing within ten days after reception of the goods; otherwise warranty claims shall be excluded. For observance of this deadline, the timely dispatch of the report shall suffice. The purchaser shall be responsible for providing evidence for the justification of the claim, in particular for the defect itself, for the date when the defect was discovered and for the timely dispatch of the notice of defect.

4. If the purchaser decides to cancel the contract because of a defect in title or a defect of quality after remedial measures have failed, he shall not be entitled to any further claims because of the defect.

5. If the purchaser claims damages after remedial measures have failed, the goods shall remain at his premises if this is acceptable. The damages shall be restricted to the difference between the purchase price and the value of the defective goods. This shall not be applicable in case of fraudulent violation of the contract on our part.

6. The warranty period shall be one year after delivery of the goods. This shall not apply if the purchaser has not informed us of the defect in due time (sub-paragraph 3 above).

7. The agreed quality of the goods shall be the quality specified in our product description.

8. The purchaser shall not be granted any guarantees in the juristic sense.

9. We do not accept warranty in the following cases: inappropriate or improper use, faulty assembly or taking into operation by the purchaser or a third party, natural wear, faulty or negligent handling, inappropriate maintenance, unsuitable equipment, deficient construction works, unsuitable building ground or chemical, electrochemical or electrical influences unless we have the responsibility for these.

10. If the purchaser or a third party carries out inappropriate remedial measures, we shall not be held liable for the resulting consequences. The same shall apply to any modifications of the delivery item that are carried out without our consent.

11. We shall be liable for remedial works and replacement items in the same volume as for the original delivery item. This liability ends when the warranty period for the original delivery item has expired.

12. Products from third-party suppliers, unless they are integrated into the electrotechnical end product, fall under the provisions for defective deliveries contained in the terms of delivery of the third-party supplier.

13. In case of replacements, the defective goods are to be returned immediately, postage paid.

IX. Limitation of liability

1. If non-essential contractual obligations are violated because of slight negligence, we shall not be held liable.

2. If essential contractual obligations are violated because of slight negligence, our liability shall be restricted to the average damage that is predictable, typical for the contract and direct. This shall also apply to breaches of duty because of slight negligence on the part of our legal representatives or agents.

3. The above limitations of liability shall not apply to claims resulting from product liability. Neither shall the limitations of liability apply to cases of physical injuries or injuries to health or loss of life of the customer if they are attributable to us.

4. The period of limitation for claims because of a defect is one year.

In case of deliberate action or fraudulent behaviour and in case of claims under the Product Liability Law, the legal periods of limitation shall apply.

X. Final provisions

1. The entire business relationship and its handling shall be governed by German law exclusively.

2. The place of jurisdiction for all disputes resulting from this contract shall be Rottweil if the purchaser is a merchant.

3. If individual provisions of these terms of delivery or of the delivery contract are or become invalid, this shall have no effect on the validity of the other provisions. The contracting parties shall be obliged to agree a new provision which comes closest to the purpose expressed by the invalid one.

4. The headings in these terms of delivery are meant for better orientation only. They have no relevance for the interpretation of these terms.

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