

GENERAL TERMS OF DELIVERY of Beck GmbH Druckkontrolltechnik (as of 07/2016)

1. Scope of Application

1.1 These terms apply only in relation to persons who are acting in exercise of their commercial or independent professional activity (entrepreneurs) when concluding the contract, as well as in relation to legal entities under public law and public-law entities with special public funds.

1.2 Our entire deliveries and services, including future deliveries and services, shall be governed exclusively by these terms without the necessity to point this out in each individual case. Deviating, contrary or additional terms of the orderer are only included into the contract insofar as we explicitly agreed to them.

2. Conclusion of the Contract

2.1 Our offers shall be subject to change without notice, except where they are expressly referred to as binding.

2.2 The orderer shall be bound by its purchase order for a period of two weeks from receipt at our company.

2.3 Purchase orders, as well as additions and changes to a purchase order shall be accepted, if we acknowledge them in writing. Execution of the delivery or receipt of a delivery note or invoice at the orderer shall be deemed to be acknowledgement of the order.

2.4 The conclusion of the contract shall be subject to delivery from our suppliers. This shall not apply in cases where non-delivery is imputable to us, particularly if we have not concluded a congruent covering transaction. We shall, without undue delay, inform the orderer of non-availability of the goods and shall, without undue delay, refund any consideration paid.

2.5 We shall retain rights of title and copyrights in illustrations, drawings, calculations, cost estimates and other documents. These documents must only be made accessible to third parties with our prior consent.

3. Prices/Payment

3.1 Our prices are understood to be ex works, plus the respective statutory value-added tax and plus packaging costs, transportation costs and other incidental costs.

3.2 In so far as the agreed prices are based on our list prices and delivery is not to be made until more than four months after the conclusion of the contract, our list prices valid at the time of delivery (less an agreed percentage-based or fixed discount in each case) shall apply. Moreover, we shall be entitled to make a reasonable price adjustment; if there is an increase in our prime costs, particularly in prices of materials, collectively agreed wages, statutory and collectively agreed social insurance contributions and/or freight costs, in respect of a delivery which is to be made more than six weeks after the conclusion of the contract. In the case of contracts involving recurring deliveries (e.g. procurement contracts), the respective list prices valid on the day of delivery (less an agreed percentage-based or fixed discount, where applicable) shall apply, except where otherwise expressly agreed.

3.3 Our receivables shall be due upon delivery of the goods at the orderer and be payable in euros without any deduction. A cash discount shall only be granted in the case of a separate written agreement and only in the case of payment within 2 weeks of the invoice date. In the event of default in payment, we shall be entitled to the statutory rights.

3.4 Cash payments shall only have discharging effect for the orderer in so far as they are made to persons whom we have endowed with written power to collect payments. We reserve the right to accept bills of exchange and cheques. Such acceptance shall always be affected only on account of

performance, subject to a charge for all costs and expenses and without any warranty for timely presentation and protestation.

3.5 If the orderer defaults on payment for a period longer than two weeks or ceases its payments or if, on account of other circumstances, it becomes apparent after the conclusion of the contract that our receivables are at risk due to deficient ability of the orderer to meet payments, we shall be entitled to declare immediately due and payable our receivables arising from all contracts. For goods which have not been dispatched, we shall be entitled to set a reasonable time limit for advance payment or provision of security. Upon expiry of the time limit to no avail, we shall be entitled to rescind the contract and demand compensatory damages.

3.6 Notwithstanding contrary stipulations made by the orderer, we shall be entitled to first of all credit the orderer's payments against its older debts. If costs and interest have already arisen, we shall be entitled to first of all credit the orderer's payments against the costs, then against the interest and finally against the principal receivable.

3.7 The orderer is entitled to a set-off if his counter claim has been legally established or is undisputed. This provision does not apply in respect to counter claims based on a defect stemming from the very contractual relationship which our claim is based on. The orderer is only entitled to a right of retention insofar as his counter claim is based on the same contractual relationship.

4. Delivery

4.1 The delivery periods and other periods and dates stated by us shall be non-binding, except where otherwise expressly agreed upon in writing. Delivery periods shall, if they are non-binding, only apply on an approximate basis. Days of periods for delivery shall always be business days. Saturdays shall not be deemed to be business days. Agreed periods for delivery shall commence upon the conclusion of the contract, but not before an agreed down payment has been received. The same applies mutatis mutandis to changes to periods for delivery. In the case of orders which exclude assembly, the period for delivery shall be deemed complied with, if the delivery item has left our works before the period for delivery expires. In any event, we shall only enter into default upon receipt of a written reminder after the due date.

4.2 In so far as this is reasonably acceptable to the orderer, we shall be entitled to deliver by instalments and make deliveries before the delivery period has expired.

4.3 Deviations in form and/or size which are customary in the trade shall be permissible. The same applies to minor deviations in quality and/or color which are reasonably acceptable to the orderer, as well as to deviations due to the properties of the materials. Technical deviations in design or finish or from information provided in catalogues and/or other written documents, in so far as the deviations are reasonably acceptable to the orderer, as well as model changes and/or design changes made in the course of technical progress shall likewise be permissible.

4.4 Events of force majeure, as well as other circumstances which are unforeseeable for us (particularly procurement, production or delivery disruptions, strike, lockout, at our company or at our suppliers) shall not be imputable to us and shall release us from our delivery obligation for the period of the disruption and a reasonable start-up period, even during any default which is already present. This shall also apply in so far as we do not receive in due time third-party approvals essential for execution of the delivery. In the case of a transaction where time is of the essence, the orderer shall be entitled to rescind the contract.

4.5 Our duty to deliver shall be suspended as long as the orderer defaults, not just immaterially, on a liability. Costs resulting to us therefrom shall be borne by the orderer. If the orderer defaults on taking receipt or culpably breaches other duties to co-operate, we shall, without prejudice to further claims, be entitled to demand compensation for the loss resulting to us in this respect, including any extra expenditures.

4.6 If we fail to render performance in due time, the orderer shall only be entitled to rescind the contract under the statutory provisions, if the delay is imputable to us. Reversal of the burden of proof to the detriment of the orderer is not associated therewith.

4.7 No transportation packaging or other packaging as per the Packaging Regulations except for pallets, shall be taken back. Such packaging shall be disposed of by the orderer at its own expense.

4.8 If our scope of delivery also includes third-party software, the third parties' terms of license shall also apply in this respect.

5. Claims on Account of Defects in the Goods

5.1 The goods shall be deemed to be free from defects, if they conform to the agreed qualities ensuing from the written acknowledgement of the order and from our product specifications. Public statements, sales talk and advertising on our part or on the part of our manufacturer or agents shall be irrelevant to the qualities.

5.2 The commercial-law duties to examine the goods and lodge any complaints (section 377 of the German Commercial Code [HGB]) shall be incumbent upon the orderer. Defects detected shall be complained of in writing within no longer than one calendar week. Deliveries shall be taken receipt of even if they display insubstantial defects.

5.3 The orderer shall give us the opportunity to examine defect-related complaints, including those made by third parties. If the defect-related complaint proves to be unfounded, the orderer shall be obliged to compensate us for the outlay which has arisen in connection with examination of the complaint, unless the unfounded complaint is not imputable to the orderer.

5.4 In the case of defects, we shall, at our option, eliminate the defect or provide a replacement (supplementary performance). If supplementary performance fails, is unreasonable or is refused, the orderer shall be entitled to abatement of the price or, in the case of not just insubstantial defects, rescission of the contract or be entitled to demand compensatory damages as per no. 6 "Liability". Only in urgent cases where operational safety is at risk and for averting a disproportionately high degree of damage, and only after the orderer has informed us thereof without undue delay, shall the orderer have the right to eliminate the defect itself or through third parties and demand from us compensation for the necessary costs.

5.5 Expenditures in connection with supplementary performance which arise as a result of the sold goods having been transported to a place other than the agreed place of performance shall not be borne by us, unless this is consistent with use of the goods in conformity with the contract. Replaced parts shall become our property and be returned to us.

5.6 The orderer shall not be entitled to assign defect-related claims.

5.7 In cases where used goods are sold, the orderer shall not be entitled to supplementary performance, abatement or rescission.

5.8 If a claim is brought against the orderer by a consumer or by way of recourse by an entrepreneur on account of a defect in the goods, the orderer shall give us notification thereof without undue delay. Recourse against us shall only be possible in so far as the orderer has not concluded with its customer an agreement which goes beyond the statutory claims under liability for defects.

6. Liability

6.1. We are liable for wilful intent, gross negligence, for the lack of a warranted quality, personal damages or on the basis of the Product Liability Act.

6.2. In case of an ordinary negligent breach of substantial duties (in particular the duty to deliver on time and in conformity with the contract) our liability is limited to damages that could have been foreseen and are typical of the contract.

6.3. Our liability for the ordinary negligent breach of a non-substantial duty is excluded.

6.4. The aforementioned rules also apply to our liability in respect to the compensation of futile expenses.

6.5. Damages can be seen as typical of the contract and foreseeable if they do not exceed the amount of 50,000.00 €.

6.6. When assessing the amount of damages, our economic conditions, the type, the scope and the period of the contractual relationship, a potential contributory negligence of the customer according to § 254 BGB as well as particularly inconvenient conditions for an installation of the parts have to be reasonably taken into account. In particular, damages, costs and expenses which should be borne by us have to be in proportion to the value of the delivery.

7. Time-Barring of Defect-Related Claims and Compensation Claims

7.1 The time-bar period for claims of the orderer based on a defect in the goods is one year. This shall not apply in so far as longer time-bar periods are mandatorily prescribed under section 438, subsection 1, no. 2 (Buildings, Items Used for Buildings), section 479, subsection 1 (Claims to Recourse) or section 634a, subsection 1, no. 2 (Building Defects) of the German Civil Code [BGB]. Nor shall this apply to damage claims aimed at compensation for injury to body or health or based on wrongful intent or gross negligence on our part or on the part of our agents in contract.

7.2 The time-bar period for claims of the orderer to compensatory damages not based on a defect in the goods is one year. This does not affect the statutory time-barring of claims on account of wrongful intent or gross negligence, claims arising from injury to body or health or claims under the Product Liability Act.

7.3 Time-barring shall commence as set forth in the statutory provisions.

8. Passage of Risk

8.1 Our deliveries shall take place ex works - EXW (INCOTERMS 2010), except where otherwise agreed.

8.2 If shipment of the goods has been agreed upon with the orderer, the risk of accidental destruction or accidental deterioration of the goods shall pass to the orderer upon dispatch of the goods, no later than when the goods leave our works or our warehouse. In the absence of a written directive from the orderer, the mode and method of shipment and the shipment packaging shall be chosen at our discretion. We shall take out transportation insurance only at the request of, in the name of and for the account of the orderer.

8.3 If shipment is delayed due to circumstances imputable to the orderer, the risk shall pass to the orderer from the day of readiness for shipment. In this case, we shall be entitled to store the goods at our discretion, at the expense and risk of the orderer, and demand payment of the agreed price. In respect of the costs, we shall be entitled to charge a flat rate of 0.5 % of the invoiced amount per commenced month. We reserve the right to prove higher costs, and the orderer reserves the right to prove lower costs.

9. Retention of Title

9.1 We shall retain title to our goods ("goods under retention of title") until all receivables, including future receivables, arising from the business relationship as a whole, including all incidental receivables, have been fully paid and all bills of exchange and cheques submitted have been honored. In the case of a running account, the title retained shall be deemed to be security for the balance receivable.

9.2 If the orderer acts in breach of the contract, particularly in the event of default in payment, we shall be entitled to demand that the goods under retention of title which belong to us be surrendered. We

shall be entitled to take possession of those goods ourselves. The orderer irrevocably permits us to enter its business premises for this purpose. Our repossession of the goods which are under retention of title shall constitute rescission of the contract. After having repossessed the goods which are under retention of title, we shall be authorized to realize them. The proceeds from realization shall be credited against the orderer liabilities, less reasonable realization costs.

9.3 The orderer shall be obliged to treat with care the goods which are under retention of title. In particular, the orderer shall be obliged to adequately insure them at its own expense against fire damage, water damage and theft on a replacement value basis. In so far as servicing and inspection work is necessary, the orderer shall carry this work out in due time at its own expense.

9.4 Re-working and processing by the orderer shall take place on our behalf and shall always be carried out for us, without placing us under any obligation. If our goods under retention of title are processed, combined or inseparably mixed with other items not belonging to us, we shall acquire joint title to the newly resulting item in the ratio of the invoiced value of the goods under retention of title in relation to the other items at the time of processing, combining or mixing. The co-owned goods resulting from the foregoing shall be deemed to be goods under retention of title within the meaning of no. 9.1. In case our title becomes extinguished due to combining or mixing, the orderer transfers to us here and now the rights of title to which it is entitled in the new goods, to an extent equal to the invoiced value of our goods, and shall hold the goods in safekeeping for us free of charge. Joint property resulting from the foregoing shall be deemed to be goods under retention of title within the meaning of no. 9.1. To secure our receivables against the orderer, the orderer also assigns to us receivables which accrue to it against a third party as a result of the goods under retention of title having been connected to a plot of land.

9.5 The orderer shall be permitted to on-sell, in the ordinary course of its business, goods which we own or co-own. The orderer assigns to us here and now all receivables against its customers which arise from on-selling. In so far as we are merely entitled to joint title in the altered goods, the orderer assigns the receivable commensurately with our share of joint title. We hereby accept the assignment. The orderer shall remain empowered to collect receivables assigned to us. This shall not affect our power to collect the receivable ourselves. However, we undertake not to collect the receivable as long as the orderer meets its payments out of the proceeds received, does not default on payment and, in particular, no petition for the opening of insolvency proceedings is filed and no cessation of payments occurs. If this is the case, however, the orderer shall, on request, send us without undue delay a list of the receivables assigned to us, stating the customer's address and the sum of the receivable. Moreover, the orderer shall be obliged, on request, to notify the customer of the assignment and give us with the information essential for the assertion of our rights and/or provide us with necessary documents.

9.6 Extraordinary dispositions such as pledging and transfer of title as security are impermissible. Third-party seizure of our goods which are under retention of title, or of a receivable assigned to us, particularly attachments, shall be notified to us by the orderer in writing without undue delay. In so far as the third party is not in a position to reimburse us for the court costs and out-of-court costs of an action as per section 771 of the Code of Civil Procedure [ZPO], the orderer shall be liable for the loss which has resulted to us.

9.7 We undertake to release, at the orderer's request, security to which we are entitled to the extent that the realizable value of our security exceeds by more than 10 % the receivables to be secured. We shall be responsible for choosing the security items to be released. Release shall be affected by transfer of title or by reverse assignment.

10. Disposal of Waste of Electrical and Electronic Equipment

10.1 The purchaser acquires the goods solely for resale to other professional entrepreneurs or for installation into equipment manufactured by him. The purchaser will dispose the goods where it is electrical and electronic equipment according to the electrical and electronic equipment Act (ElektroG), after use at its own expense according to the statutory regulations. The customer keeps us free from third parties from the take-back obligations after the ElektroG and related claims.

10.2 The purchaser will make with commercial third parties to which he delivers and sells the goods also an agreement according to no 10.1 sentences 1 and 2, accordingly to commit also its contracting partners.

11. Place of Jurisdiction/Applicable Law/Final Stipulations

11.1 German law applies.

11.2 The exclusive place of jurisdiction is the court which has jurisdiction over our registered office. However, we shall also be entitled to assert claims at the place of the orderer's registered office.

11.3 If of any these stipulations are or become ineffective, this shall not affect the effectiveness of the other stipulations.