

Our General Terms and Conditions

§ 1 General:

- 1.) Quotations, deliveries, contracts and services are performed exclusively on the basis of the General Terms and Conditions as laid out in the following. The said terms and conditions shall be deemed to be accepted by the customer, at the latest, when the purchase order is placed.
- 2.) Any conditions of the customer which deviate from or conflict with our Terms and Conditions shall not be recognised by us.
- 3.) Any deviating or additional agreements and supplements must be made in writing

§ 2 Contract Process:

- 1.) All quotations are subject to confirmation and strictly non-binding. A contract shall not be deemed to be concluded until a declaration of acceptance or purchase order from the customer has been acknowledged by us in writing or by telephone.
- 2.) All documents pertaining to an offer such as photocopies, drawings or technical data are non-binding and shall be regarded solely as a guideline. We reserve the right to ownership and full copyright of all documents provided. Should the order not be placed with our company, each and every document enclosed with the offer must be returned to us.
- 3.) In the case of services, the quoted date and price shall be deemed to be non-binding and solely regarded as a target date or target price.
- 4.) Cost estimates are non-binding unless an agreement has been reached to the contrary.

§ 3 Prices:

- 1.) Prices are quoted in the currency of the Federal Republic of Germany. Prices quoted to commercial customers do not include the statutory value added tax.
- 2.) If the time period between conclusion of the contract and delivery is more than 3 months, we shall be entitled to incorporate any consequent cost increases into our prices e.g. due to wage agreements or price markups from suppliers. Should the new price exceed the original valid price by more than 5%, the customer is entitled to withdraw from the contract within 7 days subsequent to notification of the price increase.
- 3.) All stated prices do not include packing, transportation and shipping costs.

§ 4 Delivery:

- 1.) Delivery dates and/or delivery deadlines must be confirmed by us in writing or by telephone.
- 2.) We shall not be held responsible for delays in delivery or delays in the rendering of services due to force majeure and any other events which make the delivery and/or services substantially more

difficult to perform e.g. due to strike or lockout. In such event, we shall be entitled to extend the delivery period by the duration of the delay, plus a reasonable recovery time, or to withdraw from the contract with regard to the part of the agreement which has not yet been fulfilled. In this event, the customer shall not be entitled to claim compensation for damage and/or late delivery, unless he was not informed by us of the circumstances leading to such delay.

3.) We consider the goods to be adequately packed for all deliveries effected by us. The shipment is effected including transport insurance. The Customer shall assume the costs of delivery and transport insurance.

4.) We, as the Seller, are entitled to effect partial deliveries and to render partial services.

5.) If the delivery is effected by us, the risk shall pass to the Customer at the place of destination. In the event that the delivery is not effected by us, the risk shall pass to the Customer as soon as the goods have been handed over to the person designated to transport the goods, or respectively, on dispatch, as soon as the goods have left our premises.

6.) The delivery and/or services are deemed to have been performed on fulfillment of all requirements and demands as laid out in written form in quotations, performance specifications and suchlike; at the latest, however, with Customer acceptance or the arrival of the goods at the Customer's address. In this case we have a legal claim to receive a signature on the delivery documents (delivery note).

§ 5 Payment:

1.) Payment must be made, without deductions, within 14 days after receipt of the invoice, unless another payment date has been agreed upon in writing. We do not accept Bills of Exchange.

2.) If the Customer is in default with regard to payment, we shall be entitled to charge default interest at the rate of 7 % p.a. . We reserve the right to prove that higher damages have been incurred.

3.) We are entitled to charge a reminder fee of 5 euro for each and every payment reminder issued.

4.) The Customer shall only be entitled to offset counterclaims, or respectively exercise a right of retention on account of such claims, which have been expressly recognised by us in a written form or which have been recognised as legally binding.

5.) If the Customer is already in arrears with regard to payment for goods previously delivered, we shall be entitled to first deduct any incoming payments from the aforesaid arrears and from the default and reminder fees already incurred due to such delay in payment.

§ 6 Retention of Title:

1.) We shall retain title to the delivered goods until the purchasing price has been paid in full and all current and future claims pertaining to the business transaction have been settled, irrespective of their legal grounds.

2.) If the goods subject to reservation of title are sold by the Customer or combined with other items, the Customer herewith assigns to us all claims arising from the sale and combination, to the value of the goods under reservation of title, with all ancillary rights and priority given to our claim; we hereby accept this assignment. The value of the goods supplied under reservation of title corresponds to the

amount stated on the invoice plus a security surcharge of 10%, which shall not be applied, however, insofar as it conflicts with the rights of third parties.

3.) Our Customer is only authorised and entitled to sell and/or incorporate the goods under reservation of title within the proper course of normal business activities and with the stipulation that the claims, as set out in the above paragraph, are indeed assigned to us. Our Customer is not entitled to dispose of or make use of the goods supplied under reservation of title in any other way, in particular by pledging or assigning the goods as security.

4.) The goods under reservation of title are reworked and reprocessed on our behalf without any obligation on our part.

5.) Whilst reserving the right of revocation, we authorise our Customer to collect the claims assigned to us. Upon our request the Customer is obliged to name the debtors of the claims which have been assigned to us and to notify the said debtors of such assignment. We are also authorised to notify the debtors of such assignment.

6.) Should the value of the securities granted to us exceed our claims by more than 10%, we shall be obligated to transfer or release such securities to this extent at the option of our Customer.

§ 7 Warranty:

1.) We guarantee that the goods delivered by us are free of any defects and demonstrate all the properties as assured and agreed upon by us. Technical data and descriptions in the product information are not deemed to be assured characteristics. The warranty period is 12 months from the delivery date except wearing parts. Consequential damage is excluded from the warranty.

2.) Obvious defects must be reported to us immediately in writing, however, at the latest within 2 weeks after delivery, including information regarding delivery number or invoice number. Incorrect or incomplete deliveries must be reported to us under the same conditions. If this time limit is not observed, the warranty is excluded.

3.) Hidden defects which could not be detected by careful inspection within this time limit must be reported to us immediately upon their discovery. However, this notification period expires, at the latest, together with the statutory warranty period.

4.) The warranty does not cover used equipment. If we are commissioned to carry out repair work on an item, a warranty is given solely for the actual work undertaken.

5.) We shall have the right to optionally rectify a defect, either with a repair or with a replacement delivery of a non-defective item, against concurrent return of the said defective item (exchange).

6.) If no written agreement has been made to the contrary, the repair shall be carried out on our premises. The transport is effected at Buyer's risk. The Buyer shall ensure that any existing data have been backed up externally. The shipping costs are initially borne by the Customer. We shall reimburse such costs in the event that the warranty claims are justified. If the warranty claims are unjustified, the Customer shall bear both his own and also our packing and postage costs. In this event, we shall additionally charge a processing fee at the rate which is applicable for service performances at the time of notification of the defect.

7.) If the defect could not be rectified despite two attempts at repair, or if the replacement goods should also prove to be defective, the Customer is entitled to a right of rescission (cancellation) of the purchase agreement or a reduction.

8.) We disclaim all liability for damage which occurs as a result of improper use, modification of the goods or the installation of parts which are not compatible. We also disclaim liability for wear parts. Furthermore, the warranty is not applicable if serial numbers, type designation or suchlike are removed or rendered illegible. Moreover, we do not assume any warranty if the customer provides us with incorrect information e.g. with regard to technical data or the intended use of the delivered goods.

9.) Should one of our suppliers offer a longer period of warranty, we shall pass this on to our Customer, insofar as the Customer shall apply to us within the period of time which exceeds our warranty term, so that we can make a claim for the goods in our name.

10.) Services such as e.g. training courses or consultations serve solely to inform the Customer and do not include any assurances with regard to warranty rights. We, therefore, do not assume any liability for the accuracy of the imparted information, with the exception that false information has been given with wilful intent or gross negligence. The burden of proof shall rest with the Customer.

11.) According to the current state of technology, it is not possible to create software which is totally free of defects. Therefore, we do not assume liability or guarantee that the programmes supplied by us are free of defects and/or satisfy the requirements of the Customer, even though they have been created with the greatest possible diligence. The suitability of the programme for a particular purpose is not assured, insofar as standard programmes are concerned.

§ 8 Compensation:

Unless otherwise expressly agreed in the present provisions, all claims of the Customer are excluded, in particular with regard to contractual penalties, damage claims resulting from impossibility of performance, positive breach of contract, delay, culpable conduct upon conclusion of the contract and unauthorised acts, unless the aforesaid are due to wilful intent or gross negligence on our part or on the part of our vicarious agents.

§ 9 Rescission:

1.) If the Customer is in default with regard to payment, we are entitled to withdraw from the contract.

2.) Furthermore, we are entitled to withdraw from the contract if the Customer gives false information when placing the order with regard to order-related facts or his creditworthiness, or if it is not clearly recognisable to us that the Customer is not creditworthy.

§ 10 Software:

I. Trade with software from external suppliers:

1.) The software licencing provisions of the manufacturer are accepted on opening the sealed packaging of the data media, irrespective of the type or place. A subsequent return or exchange are not possible after such opening. An exception hereto remains the right of return of demonstrably defective products within the scope of the manufacturer's warranty.

2.) The functional descriptions of the software programmes are specifications and functional descriptions on the part of the manufacturer and the authors and are not a statutory warranty on the part of the Seller.

3.) If defects occur, adaptation and processing must be stopped immediately.

4.) The Buyer is solely responsible for the selection of the programmes with regard to hardware compatibility and the specifications he requires.

5.) The Seller shall not be liable for any damage, consequential damage and financial losses which arise as a result of the use of the programmes, unless the damage occurs due to an intentional or grossly negligent breach of contract on the part of the Seller.

6.) The parties shall assume that the delivered programmes are protected by a manufacturer's copyright. Therefore, the provisions of the manufacturer apply for the transfer of such.

II. Software Development:

1.) Our range of services also includes individual software solutions. Development details shall be agreed in writing between the parties in a performance specifications document. The performance specifications or an equivalent document and all written amendments thereof shall automatically become an integral part of the present contract.

2.) The Customer shall receive a simple, unlimited, non-transferable right of use for the software developed by us. This means that the software developed by us must not be utilized at the same time in different locations and on different equipment. Copies may only be made for security purposes and must not be passed on to third parties. A multiple right of use must be agreed separately in a written form.

3.) The Customer may solely transfer his rights of use to a third party if they are assigned in full, whereby such third party must be expressly informed of the present conditions. With the transfer of the right of use, all user rights are forfeited by the transferor. Any copies which may have been made must be immediately destroyed.

4.) The retranslation of our programmes (recompilation) and each and every other form of programme modification or editing on the part of the Customer or a third party are prohibited. We retain the copyright to source codes, development documentation and suchlike, in their entirety, at all times.

5.) References to our copyright e.g. on data media or documentation, must not be removed or amended or rendered illegible.

§ 11 Data Protection:

1.) All data are stored by us electronically and/or manually in accordance with the statutory data protection provisions and processed within the scope of the Data Protection Act.

2.) In the event that we are commissioned with the development of software, we undertake to use all data, which have been placed with us for test purposes by our Customer, solely for such development and to delete such data on completion of the said development.

§ 12 Final Provisions:

1.) The present General Terms and Conditions and all legal relations between the Customer and Solcon Systemtechnik GmbH shall be governed by the law of the Federal Republic of Germany

2.) The general place of jurisdiction of Solcon Systemtechnik GmbH is Lübeck. The place of jurisdiction for all claims against the Customer arising from this business relationship shall be the general place of jurisdiction at the Customer's domicile.

3.) Should one or several of the contractually agreed provisions be or become invalid due to a statutory or other regulation, this shall have no effect on the validity of all remaining provisions. In respect of the invalid part, the contracting parties herewith undertake to reach an agreement which comes closest to the intended meaning and purpose of the invalid part and is in compliance with statutory regulations.