

§ 1

Validity

1. These General Terms are exclusively valid for all our contracts (even for the future) and miscellaneous services (called "service provision" in the following). These can be altered at any time for future service provision. Other Terms than those specified are not valid even if we do not explicitly contradict; they are only valid when being confirmed in writing for the special case.
2. The invalidity of single stipulations does incidentally not prejudice to the validity of these conditions.
3. Customers in the sense of these General Terms are individual persons not acting in the exercise of their commercial or self-employed activity when the contract is concluded. Contractors in the sense of these General Terms are individual persons or legal entities or incorporated partnerships acting in the exercise of their commercial or self-employed activity when a legal transaction is concluded.

§ 2

Offer, sales documentation and prices

1. Our offers and price lists are subject to change and are non-binding. A contract will only be concluded by our written confirmation.
2. Verbal agreements prior to or upon conclusion of a contract with FIS-ASP staff – as far as those persons have been granted a corresponding legal authorisation – are subject to a written confirmation by FIS-ASP to become valid. After conclusion of a contract verbal modifications and enhancements shall be confirmed in writing by FIS-ASP.
3. We reserve the property and copy right as far as illustrations, charts, calculations and miscellaneous documents are concerned; these may only be made accessible to third parties on our approval.
4. Unless otherwise stipulated, our prices will be valid in EUR ex works, packing and transport charges excluded; these will be charged separately. The legal V.A.T. is not included in our prices; V.A.T. of legal amount will be separately disclosed in the invoice upon issue. Our prices will only be valid for mentioned services, special services are separately charged.
5. Increases in raw material, wages, energy and cost which we could not anticipate and thus which we are not responsible for entitle us to adjust our prices accordingly.
6. If scale prices are agreed upon in the order, we will be entitled to make a subsequent charge in the amount of the difference resulting from the scale offer in case the ordering party has not accepted the respective quantity the scale has been based on.

§ 3

Execution and quantity

1. Discrepancies as to material, colour, weight, dimensions, technical design or similar characteristics will be reserved as far as the object of service providing can thus be reasonably imposed to the ordering party.
2. As far as contractors are concerned, all quantities, measures and technical details are to be understood on the basis of standard tolerances.

§ 4

Delivery and delivery time

1. The start of the stipulated delivery time requires the punctual and due completion of obligations by the ordering party, such as e. g. the provision of technical data and documents, approvals as well as a downpayment or the handing over of a payment guarantee. Belated requests of modification or enhancement by the ordering party extend the delivery time in appropriate manner.
2. Temporary impediments to performance caused by force major extend the delivery time by the duration of their existence. This will also be valid for miscellaneous unforeseeable impediments to performance that we cannot be made responsible for, especially in case of fire, flood, measures against industrial action, scarcity of energy and raw materials or official measures.
3. In case of claims for indemnity due to neglect of duty, the liability is limited to foreseeable typical damages if we or our legal agents or vicarious agents can be charged with slight negligence. Damages that are based upon intention or gross negligence, this limitation of liability will not be valid for. A legal right of withdrawal on the part of the ordering party will remain unaffected as far as the corresponding preconditions are given.
4. Partial deliveries are admissible.
5. If it comes to default of acceptance by the ordering party or miscellaneous obligations to co-operate are injured, we will be entitled to claim for the replacement of incurring damage including potential additional expenditure; further claims will be reserved. The risk of accidental loss or incidental deterioration of the purchase object will devolve to the ordering party in case of §1 at that time the latter has got into default of delivery / default of acceptance. After unsuccessful expiry of an appropriate period of grace, we will be entitled to claim for indemnity instead of service performance in the amount of 25% off the total order value; the right of asserting a higher actual claim will be reserved. However, the ordering party will be entitled to satisfactorily prove that no damage or a considerably lower damage has occurred.

§ 5

Place of fulfilment and transfer of risk

1. Unless otherwise stipulated, our place of business will be place of fulfilment.
2. For contractors should apply the following:
Shipment will be effected at the ordering party's risk. As soon as the goods are ready for dispatch and shipment is delayed for reasons that fall beyond our responsibility, the risk will be devolved to the ordering party upon notification of readiness for dispatch. Claims due to transport damages are to be asserted by the ordering party. The ordering party is obliged to arrange for an immediate assessment of damages at the responsible authority's as otherwise possible claims towards the forwarding agent or an insurance company might not apply.
3. If required by the ordering party, we will cover the shipment by a transport insurance; expenses incurred will have to be borne by the ordering party.

§ 6

Terms of payment

1. Unless otherwise stipulated, our invoices will have to be settled within a fortnight from date of invoice without deduction.
2. A deduction of a cash discount is subjected to special written agreement.
3. A credit note for cheques and bills will only be accepted under reserve of the correct receipt of the full payment amount. We reserve the right of approval of external or internal accepted bills. Discount charges and miscellaneous expenses will have to be borne by the ordering party. We assume no responsibility for presentation and protest. In case of protesting of internal bills, of the ordering party's or of not immediate covering of protested external bills, we will be entitled to return all current bills. Simultaneously, all our claims will become due. We will not accept predated cheques.
4. Payment will only be considered as effected as soon as we dispose of the full payment amount. The risk of the respective method of payment lies upon the ordering party. In case of delayed payment on the part of the ordering party, we will be entitled to charge interest for the duration of the delay towards contractors in the amount of 8 percentage points and towards consumers in the amount of 5 percentage points above the base rate of the European Central Bank. The right of asserting further claims for damages will not be restricted thereby.
5. If we are notified of circumstances that challenge the ordering party's credit worthiness after conclusion of the contract, especially in case a cheque or a bill is not cashed or the ordering party suspends payment, we will be entitled to make the full remainder of the debt due even if cheques or bills have been accepted. Besides we will be entitled to make further shipments as part of this contract or other agreements depend on a prior collateral security or delivery versus payment. If the ordering party does not comply with our request of advance payment or collateral security within an appropriate deadline, we will be entitled to withdraw from the contract and to charge the ordering party for all our expenses incurred as well as for lost profit.
6. The ordering party will only be entitled to an offset of payments if their counterclaim is not undisputed or legally established. This will also apply to contractors, even in terms of the right of retention.
7. An assignment of claims that the ordering party may be entitled to because of a mutual business relation, does not apply.
8. With the effect of discharging the contract, payments can only be effected to the account that we stipulate upon issue of invoice or to employees of our company that have been given power for collection.

§ 7

Reservation of proprietary rights

1. We reserve the proprietary right of all delivered goods until full payment of the purchase price. Towards contractors the following conditions will be valid:
2. We reserve the proprietary right of all delivered goods until all obligations, even limited ones incl. incidental claims which

arouse from our business relations against the purchaser have been settled as well as issued bills of exchange and cheques have been cashed. This will moreover be valid for future claims. As far as pending invoices are concerned, the reservation of proprietary rights will serve as security of the corresponding payment balance request. This will also be valid if payments from the purchaser are made to balance certain claims. With the reservation of proprietary rights we are not only entitled to accredit and abstract final balance, but also to causal balance. The purchaser will transfer us claims on this balance in the amount of our due claims in the sense of § 355 German Commercial Code.

If the purchaser falls behind schedule with the accomplishment of existing claims from said business relation, we will be entitled to exert proprietary rights over our goods. Specifically the taking back and the attachment of delivered goods covered under proprietary law shall be considered as a rescission of contract. After taking back the object of purchase we will be entitled to its assignment; the proceeds of the sale will be credited against the claims of the purchaser less adequate assignment fees.

3. The purchaser will be obliged to carefully treat the goods covered under proprietary law and shall insure them at replacement value against fire, water and theft in sufficient manner at their own expense. As far as maintenance and inspection works are required, these will have to be effected in due time by the purchaser at their own expense.

4. The purchaser will be obliged to immediately notify us of an attachment or miscellaneous intervention of third parties in written form so that we can take action in the sense of § 771 Code of Civil Procedure. As far as a third party will not be capable of compensating us for the judicial and extrajudicial expenses of a claim according to § 771 Code of Civil Procedure, the purchaser will be made liable for any loss incurred.

5. Further processing and alteration of the object of purchase will only be made for us. If the object of purchase is further processed together with miscellaneous externally processed objects, we will be jointly entitled to the new object of purchase in relation of the value of the object of purchase to miscellaneous processed objects at the time of processing. If the object of purchase is inseparably compounded with miscellaneous externally processed goods, we will be jointly entitled to the new object of purchase in relation of the value of the object of purchase to miscellaneous compounded objects at the time of compounding. If compounding is effected in a way that the object of purchase is to be considered as main object, it will be agreed upon that the purchaser will transfer us a joint proprietary right. The purchaser will keep the resulting sole proprietorship or joint proprietary right for us.

6. The purchaser will be entitled to resell the goods we supplied as well as objects resulting from their further processing in the regular course of business; claims of the purchaser from a resale of goods covered under proprietary law are assigned by now to us. They serve as security in the same scope as the goods under proprietary law. As far as the goods have been compounded or further processed, assignment will be made in relation of reservation of proprietary rights to the total goods value.

If the purchaser has sold the claim in the scope of mere factoring, he will be obliged to assign the superseding claim to us against the factor.

7. Even after assignment the purchaser will be authorized to collect these claims. Our competence of collecting the claim by ourselves, will remain unaffected. However, we commit ourselves to hold up the collection of said claim as long as the purchaser fulfills his payment obligations from collected revenues, is not in default and particularly the opening of insolvency proceedings has not been applied for or stop payment instructions have not been given. If this case comes into force, however, we shall demand that the purchaser informs us about the assigned claims as well as about their debtors, makes all necessary specifications for collection, hands out the corresponding documents and notifies the debtors (third parties) of the assignment.

8. If the realizable value of all existing securities exceeds our claims by more than 10 %, we shall be obliged insofar to release securities on demand of the purchaser at our own choice.

§ 8 **Warranty**

1. If the purchaser is merchant, his warranty claims will presuppose that he has fulfilled his legal examination and notice of non-conformity in due form.
2. Contractors that are not merchants shall be obliged to notify us visible defects within a period of two weeks after receipt of goods in written form. Otherwise the assertion of a warranty claim will be excluded. To meet the deadline, timely mailing shall suffice. The contractor shall carry the full burden of proof for all conditions to assert claims, in particular for the defect itself, for the time from which on the defect has been determined and for the timeliness from the notification of defects.
3. Towards contractors the warranty period amounts to 1 year from goods delivery. Towards consumers and in case of claims for damages that we, our legal representatives or vicarious agents are responsible for as far as death or bodily injuries are concerned, the legal warranty period will be valid. The purchaser will only be entitled to claim for indemnity due to the lack of a guaranteed feature if the acceptance of a guarantee shall secure the purchaser particularly against the damage incurred. Miscellaneous claims for indemnity from warranty (not included claims for damages that we, our legal representatives or vicarious agents are responsible for as far as death or bodily injuries are concerned) will be excluded if we, our legal representatives or vicarious agents are charged with slight negligence unless foreseeable, typical damages from infringements of fundamental obligations are concerned; not excluded will be claims for indemnity if we, our legal representatives or vicarious agents are charged with gross negligence or intention.
4. As far as contribution claims of the purchaser are concerned in accordance with the rules of consumer goods purchase, the conditions of no. 2 and 3 will only be valid with regards to claims for indemnity.
5. We cannot be held liable for damages resulting from improper utilization and storage, inaccurate installation or wear

and tear. For repairs or miscellaneous interventions carried out by the purchaser or third parties without our approval, warranty of any kind from our side will be excluded.

§ 9 **Liability**

1. Claims for indemnity from breach of duty or without permission will be excluded against us, our legal representatives or vicarious agents unless foreseeable, typical damages from infringements of fundamental obligations are concerned or the damages result from grossly negligent or intentional infringements of obligations by us, our legal representatives or vicarious agents. Unaffected from this nonwarranty clause remain claims for indemnity as far as death or bodily injuries are concerned which we, our legal representatives or vicarious agents are responsible for.

2. Unaffected from this nonwarranty clause remain claims in accordance with the Produkt Liability Act.

§ 10 **Export control clause**

We explicitly point out that the goods we deliver may be submitted to German or foreign export clauses. The purchaser is responsible for the compliance with these export clauses up to the final consumer. He commits himself explicitly to dispose of the received goods only pursuant to the legal regulations.

§ 11 **Applicable law, court of jurisdiction**

1. As far as these terms and conditions and the overall privities of contract between us and our contractual partner are concerned, the jurisdiction of the Federal Republic of Germany will be applicable.

2. If our contractual partner is merchant in the sense of the German Commercial Law, a legal entity of public law or special assets under public law, Schweinfurt will be exclusive court of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship. However, we will be entitled to sue the purchaser even at courts being responsible for his domicile.

Schweinfurt will also be court of jurisdiction if the contractual partner transfers his domicile or haunt beyond the area of application of the Federal Republic of Germany after contract conclusion. This will also be valid if the residence, registered office or haunt of the contractual partner is not known at the time of taking action.

End of Document