

Our General Terms and Conditions of Business (GTCs) apply to all purchase contracts with our customers and are applicable to business transactions with companies, legal entities under public law and special funds under public law. These GTCs do not apply in personal regards to consumers within the meaning of § 13 of the German Civil Code (Bürgerliches Gesetzbuch).

§ 1 Area of application

- 1.1. Our GTCs apply exclusively. We acknowledge any conflicting or deviating general terms and conditions of business only insofar as we have expressly agreed to them in writing. Any performance on our part (for example, by delivery of goods) shall not constitute an agreement.
- 1.2. Any assignment of claims against us to third parties shall be barred. This shall not affect § 354 of the German Commercial Code.
- 1.3. In individual cases, individual agreements made with the customer have in any case priority to these GTCs. A written contract or our written confirmation shall be the precondition for the content of such agreements.

§ 2 Conclusion of contracts and contractual amendments

- 2.1. Any orders, transactions or delivery requests of our customer, along with any amendments or supplements, must be in writing.
- 2.2. Oral agreements of any kind – including subsequent amendments and supplements to our GTCs – require our written confirmation for their effectiveness.
- 2.3. Written form may also be fulfilled by remote data transfer (such as e-mail) or fax.
- 2.4. Delivery requests of our customer within the framework of order and request schedules shall be binding if we do not object to them within one week of receipt.
- 2.5. Deviations from our contracts and order confirmations are only permitted with our prior written consent.

§ 3 Delivery

- 3.1 Unless otherwise expressly agreed, we deliver ex works (EXW/FCA INCOTERMS).
- 3.2 Any delivery periods shall be deemed to be agreed only after our express written confirmation. Delivery periods shall commence with the date of our order confirmation, but not prior to clarification of all details of the order, under the submission of any required certificates. Upon a timely notification of readiness for shipment, the delivery periods shall be deemed to have been adhered to, provided the goods are not able to be shipped on a timely basis without any culpability on our part.
- 3.3 For periods and deadlines that are not expressly designated as fixed in the order confirmation, two weeks after their expiration, our customer may set for us a reasonable period for the delivery / service. Only after the expiration of this grace period will we be in delay.
- 3.4 Without prejudice to our rights arising from the default of the customer, periods and deadlines shall be extended by the period of time in which the customer does not satisfy its obligations towards us. In the event of a breach of a duty on our part, we shall be liable for damages only in accordance with Section 9 of these terms and conditions.
- 3.5 We are entitled to engage in partial deliveries if they are reasonably acceptable for our customer.
- 3.6 Our customer shall be entitled to withdraw from the contract after two unsuccessful grace periods, unless the hindrance is merely temporary and the postponement of the delivery date is reasonably acceptable for our customer.
- 3.7 If our customer is entitled to a contractual or statutory right of withdrawal and we set a reasonable period for our customer for its exercise of such right, the right of withdrawal shall expire if the withdrawal is not declared prior to the expiration of such period.
- 3.8 If we do not adhere to the agreed deadlines, the statutory provisions shall apply. If we foresee difficulties regarding advance delivery, the adherence with delivery deadlines or similar circumstances, which could prevent us from making a timely delivery or a delivery in the agreed quality, we shall notify our customer without delay.

§ 4 Force majeure

- 4.1 An event of force majeure, an operational disturbance for which we are not responsible, an event of unrest, administrative measures, and other unavoidable events shall release us from the obligation to make a timely delivery / provide timely service for the duration of the existence of such force majeure.
- 4.2 The provisions of Section 4.1 shall also apply in the event of a labor dispute.

§ 5 Shipping and passage of risk

- 5.1. Unless otherwise expressly agreed, shipping and transport takes place at the risk of the customer. The risk shall pass to the customer as soon as the shipment has been delivered to the person performing the transport.
- 5.2. If the dispatch of the delivery is delayed for reasons for which our customer is responsible, the risk of accidental deterioration and accidental loss shall pass to our customer with the notification of the readiness for shipment. Upon such an event, our customer shall bear the storage costs after the passage of risk. Claims going beyond this shall remain unaffected.
- 5.3. If our customer is in default with its acceptance, we shall be entitled to demand compensation for any expenses that arise from this; upon the occurrence of acceptance default, the risk of accidental deterioration and accidental loss shall pass to our customer. We shall be entitled to assume a claim in the amount of 0.5% of the total invoice amount of the goods for the month that has commenced. The customer shall be free to prove lower storage costs; just we shall have the opportunity to assert higher storage costs as damages arising from default.

§ 6 Prices

- 6.1. Our offers are non-binding unless otherwise expressly stated.
- 6.2. The prices set forth in our order confirmations shall be solely controlling. Additional services are in-voiced separately.
- 6.3. All prices are net prices and exclude sales tax, which our customer must also pay in its respective statutory amount.
- 6.4. Unless otherwise expressly agreed, our prices are ex works. Our customer must bear the freight and/or transport costs, packaging costs that exceed the scope of packaging that is customary in the industry, public duties (including tax at source), and customs charges.

§ 7 Payment terms

- 7.1. Payments must be made in advance. The timeliness of a payment shall be determined by the receipt of the funds.
- 7.1. Our customer shall only be permitted to withhold payments that are due or engage in an offset with counterclaims if such counterclaims are undisputed or have been legally established.
- 7.1. If the event of a payment default or a cessation of payments by our customer, all of our claims shall be immediately due.
- 7.1. For continuing obligations, we reserve the right to change our prices if, after the conclusion of the contract, costs increase arise due to, for example, collective bargaining agreements or significantly higher costs on the part of our suppliers.

§ 8 Retention of title

- 8.1. All delivered goods shall remain our property (goods subject to retention of title) up to the fulfillment of all claims, regardless of the legal grounds, arising from the legal relationship underlying the delivery.
- 8.2. Our customer is entitled to further process the goods subject to retention of title, combine or mix them with other products or resell them only in the ordinary course of business and as long as it is not in delay. Any other disposal of the goods subject to retention of title is not permitted. We must be notified without delay of any attachments or any other access to the goods subject to retention of title undertaken by any third party. All intervention costs shall be borne by our customer, to the extent that they cannot be recovered from the third party. If our customer grants its buyer additional time for the payment of the purchase price, in respect of such party, it must reserve ownership in the goods subject to retention of title at the same terms under which we have reserved ownership upon the delivery of the goods subject to retention of title. Otherwise, our customer shall not be authorized to resell the goods subject to retention of title.
- 8.3. Any claims of our customer arising from the resale of the goods subject to retention of title are hereby assigned to us. They serve as security to the same extent as the goods subject to retention of title. Our customer shall only be entitled and authorized to resell the goods subject to retention of title if it is certain that the claims to which it is entitled from them will be transferred to us.
- 8.4. If the goods subject to retention of title are sold by our customer, together with other goods that we have not delivered, at one overall price, the assignment of the claim arising from the sale shall take place in the amount of the invoice value of our goods subject to retention of title that are sold.
- 8.5. If the assigned claim is included in a current account, our customer hereby assigns to us that part of the balance that is equivalent to the amount of such claim, including the final balance arising from the current account.
- 8.6. Until our revocation, our customer is authorized to collect the claims assigned to us. We shall be entitled to a revocation if our customer does not properly comply with the payment obligations arising under the business relationship with us. If the conditions for the exercise of the right of revocation are present, our customer must, at our request, promptly disclose to us the assigned claims and their obligors, provide all information necessary for the collection of the claims, deliver to us the associated documents and notify the obligors of the assignment. We shall also be entitled to notify the obligors of the assignment.
- 8.7. If the value of the items of collateral existing for us exceeds, as a whole, the secured claims by more than fifty (50) percent, at the request of our customer, we shall be obligated to release items of collateral at our discretion.
- 8.8. If we assert the retention of title, this shall only apply as a withdrawal from the contract if we expressly state this in writing. The right of our customer to possess the goods subject to retention of title shall lapse if it does not fulfill its obligations arising under this contract.

§ 9 Warranty

- 9.1. The statutory provisions regarding defects of quality and title shall apply, to the extent not otherwise determined below.
- 9.2. The goods subject to objection are to be returned to us for our inspection in their original packaging or equivalent packaging. If the complaint regarding a defect is justified and made within the given time limits, we may remedy the defect by way of the supplementary performance of our choice, by fixing the defect or delivering a defect-free item; in doing so, we shall bear only the costs necessary for the purpose of supplementary performance.
- 9.3. In principle, we shall be entitled to the right to choose the type of supplementary performance. We shall be entitled to refuse supplementary performance in accordance with the statutory provisions. The supplementary performance can also be refused if the customer has not sent the goods subject to objection to us upon our request.
- 9.4. Our customer may demand its withdrawal from the contract or a reduction in the fee in accordance with the statutory provisions, but at the earliest after the unsuccessful expiration of two reasonable periods for supplementary performance set by our customer, unless the setting of a grace period for supplementary performance is unnecessary in accordance with the statutory provisions. In the event of a withdrawal, our customer shall be liable for intentional acts and any negligence for deterioration, destruction, or loss of use.
- 9.5. All of the information regarding our products, in particular the illustrations, drawings and details regarding weights, dimensions and performance contained in our offers and printed materials, are to be regarded as approximate average values. They constitute descriptions or identifications of the goods, and not guarantees of quality.
- 9.6. Unless limits for deviations have been expressly agreed in the order confirmation, deviations that are customary in the industry are allowed in each case.
- 9.7. Any warranty for defects in the delivered goods that are caused by normal wear and tear is excluded.

- 9.8. If our operating or maintenance instructions are not followed, changes to the deliveries or services are undertaken, parts are replaced or consumable materials that do not meet the original specifications are used, any warranty shall be rendered inapplicable, unless our customer can prove that the defect is not based on any of such actions.
- 9.9. The period of limitations for claims for defects shall be 12 months. This does not apply to claims for damages of our customer based on compensation for damages to body or health caused by a defect for which we are responsible, or based on intentional or grossly negligent culpability.
- 9.10. The customer shall be obligated to duly inspect the goods upon receipt. If there are any identifiable defects, shortages or incorrect deliveries, it must provide written notification of this immediately upon receipt of the goods, but not later than 15 (fifteen) days after receipt.
- Damages arising from any inappropriate or improper use, or any faulty or improper installation or commissioning by the customer or a third party are excluded from the warranty, as are those that arise from ordinary wear and tear, faulty or negligent handling, the use of improper equipment, improper storage and climatic, chemical, electro-chemical and electrical influences, to the extent that they are not attributed to culpability on our part. The same applies to damages arising from the non-observance of installation, operating and maintenance instructions, and due to improper modifications or repair work by the customer or a third party.

§10 Liability for damages based on culpability

- 10.1. Our liability arising from compensation for damages, regardless of the legal grounds, in particular due to impossibility, delay, a defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations or tortious actions, to the extent that this involves culpability, shall be limited in accordance with this Section 10.
- 10.2. We shall not be liable in cases of the ordinary negligence of our governing bodies, legal representatives, employees or other vicarious agents, to the extent that such a case does not involve a breach of a material contractual obligation. Material contractual obligations include the obligation to make timely deliveries and to supply delivery items that are free of material defects, along with obligations concerning consultancy services, protection and care that are to enable the customer to use the delivery item in accordance with the contract or are aimed at protecting the life or health of the customer's personnel or protecting its property from significant damages.
- 10.3. To the extent that we are liable for the compensation for damages in accordance with the grounds under § 10, para. 2, such liability for damages shall be limited to that which we foresaw as a possible consequence of a breach of contract upon the conclusion of such contract, or that which we should have foreseen with the application of care that is customary in the industry. Indirect damages and consequential damages that are the result of defects in the delivery items shall also be eligible for compensation only to the extent that such damages are typically to be expected under the intended use of the delivery items.
- 10.4. In any case of liability for ordinary negligence, our obligation to provide compensation for property damages and the additional financial losses that result from this shall be limited to an amount of EUR 100,000.00, even if this concerns a breach of a material contractual obligation.
- 10.5. The preceding liability exclusions and limitations apply to the same extent for the benefit of the governing bodies, legal representatives, employees or other vicarious agents.
- 10.6. To the extent that we provide technical information or act in a consulting capacity, and such information or consulting is not included in the scope of services that we owe in accordance with the contract, this shall occur free of charge and to the exclusion of any liability.
- 10.7. The limitations of this Section 10 shall not apply to liability based on intentional conduct, for guaranteed qualities, for injury to life, body or health, in accordance with the German Product Liability Act (Produkthaftungsgesetz) or in accordance with the German Drug Act (Arzneimittelgesetz).

§11 Product liability

Prior to any recall action that is due, in whole or in part, to a defect in the contractual object that we have delivered, we shall inform our customer in order to give it the possibility of cooperating with us in carrying out the exchange in a sufficient manner, unless our notification or participation is not possible because of the particular urgency. To the extent that a recall action is due to a defect in the contractual object that we have delivered, we shall bear the necessary costs of the recall action.

§12 Rights of withdrawal and termination

- 12.1. Beyond the statutory rights of withdrawal, we shall also be entitled to withdraw from or terminate the contract with immediate effect if
- our customer becomes unable to pay or over-indebted or
 - our customer has discontinued its payments.
- 12.2. We shall also be entitled to withdraw from or terminate the contract if our customer requests the opening of insolvency proceedings over its assets or comparable proceedings for the settlement of debts.
- 12.3. If, based on the preceding contractual rights of withdrawal or termination, we withdraw from or terminate the contract, the customer must provide compensation to us for any damages that arise from this, unless it is not responsible for the emergence of rights of withdrawal or termination.
- 12.4. Statutory rights and claims are not limited by the provisions contained in this Section 11.

§13 Returns, viewing and selection specimens

- 13.1. There is a right of return only in the aforementioned instances of warranty and liability, and when there is a prior agreement that the goods that are delivered comprise viewing and selection specimens.
- 13.2. In cases of sending viewing and selection specimens, the customer must send back the goods that are delivered within 30 days, unused and undamaged. This also explicitly prohibits labeling, marking or labeling on the goods by the customer or a third party. Otherwise, the customer will be charged for the goods at the full list price.

§14 Documents and confidentiality

- 14.1. All of the business or technical information that we have made available (including features that can be inferred from objects, documents or software that have been delivered, and any other knowledge or experience), as long as and to the extent that they are not verifiably known to the public, must be kept secret from third parties, and, within the customer's own operations, may be made available only to those persons who necessarily must be involved for their use for the purpose of the delivery and are likewise bound to confidentiality; they remain our exclusive property. Without our prior written consent, such information may not be reproduced or used commercially. At our request, all of the information originating from us (including copies or records, if applicable) and any objects provided on loan must be fully returned to us or destroyed without delay.
- 14.2. We reserve all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models, semiconductor protection, etc.). To the extent, such information has been provided by third parties, such reservation of rights shall also apply for the benefit of such third parties.

§15 Concluding provisions

- 15.1. If any provision of these terms and conditions and the additional agreements that have been made are invalid or unenforceable, this shall not affect the validity of the remaining provisions. The contracting parties shall be obligated to replace the invalid provision with a provision that comes as close as possible to it in its economic effect.
- 15.2. Deliveries and services (contractual fulfillment) are subject to the reservation that there are no conflicting obstacles based on national or international regulations, in particular German, EU, U.S. export control laws and, if applicable, the export control laws of other countries along with embargoes or other sanctions. The customer shall be obligated to provide all information and documents that are required for the export / shipment / import. Any delays due to export examinations or approval procedures shall suspend deadlines and delivery periods to this extent. If required approvals are not granted, the contract shall be deemed to be not effective with respect to the affected parts.
- 15.3. The contractual relationship is subject to the laws of the Federal Republic of Germany, to the exclusion of U.N. sales law (CISG).
- 15.4. Any dispute, difference of opinion or claim arising from of or in connection with a contract, including any such regarding its validity, invalidity, breach or termination, shall be definitively decided above a value of dispute of EUR 75.000 by means of arbitration proceedings in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution (SCA), to the exclusion of ordinary legal proceedings. The version of the Rules of Arbitration in force at the point in time of the delivery of the notice of arbitration shall apply. The arbitral tribunal shall consist of three arbitrators. The seat of arbitration proceedings shall be Zurich, Switzerland. The language of the arbitration proceedings shall be German and/or English.

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