

## General Trading Conditions

### § 1

#### General – Scope of Application

- (1) Our terms and conditions of business shall apply exclusively; we shall not recognize conditions of the customer contradictory to or deviating from our terms and conditions unless we have expressly agreed to their application in writing. Our terms and conditions of business shall also apply even if we carry out the delivery to the customer or perform the service without reservations while being aware of conditions of the customer that are contradictory to or deviate from our terms and conditions of business.
- (2) All arrangements made between us and the customer for the purpose of implementing an agreement must be set down in writing in this Agreement.
- (3) Our terms and conditions of business shall only apply to companies within the meaning of § 310 (1) BGB [German Civil Code].
- (4) Our terms and conditions of business shall only apply to companies within the meaning of § 310 (1) BGB in combination with § 14 BGB.

### § 2

#### Offer – Offer Documents

- (1) If the order must be qualified as an offer pursuant to § 145 BGB, we can accept it within two weeks.

- (2) We reserve the right of ownership and copyright to all illustrations, drawings, calculations and other documents; these may not be placed at the disposal of third parties. This shall in particular apply to those written documents identified as “confidential”; before passing them on to third parties, the customer shall require our express written approval.

## § 3

### Prices – Terms and Conditions of Payment

- (1) Insofar as nothing to the contrary is stipulated in the order confirmation, our prices shall apply “ex works”, excluding packaging; packaging shall be invoiced separately. Expenses for installation, assembly or software training and transport and travel costs shall always be invoiced separately. Our factory price lists shall apply insofar as no flat-rate price has been agreed.
- (2) Our prices do not include statutory sales tax; this shall be shown separately in the invoice at the statutory level on the day of invoicing.
- (3) The deduction of discounts shall require special written agreement.
- (4) Insofar as nothing else emerges from the order confirmation, the price calculated (without deductions) shall be due for payment within 14 days from the date of invoice. The statutory regulations regarding the consequences of payment default shall apply.
- (5) The customer shall only be entitled to offsetting rights if its counter-claims have been established with legally binding force, are undisputed or have been acknowledged by us. Moreover, it shall only be entitled to a right of retention if its counter-claim is based on the same contractual relationship.

- (6) In the event of agreements with an agreed delivery period of more than four months, we shall reserve the right to increase prices in accordance with cost increases that have occurred, especially due to collective wage agreements or material price increases. Should the increase amount to more than 5 % of the agreed price, the customer shall enjoy a right of cancellation.

## § 4

### Delivery Period

- (1) The beginning of the delivery and service period stated by us presumes the clarification of all technical questions.
- (2) In addition, observance of our delivery and service obligation presumes the timely and proper fulfillment of the obligation of the customer. In particular, the customer must take all measures required for smooth installation, assembly and/or instruction. The defense of the unfulfilled agreement shall remain reserved.
- (3) Should the customer default on acceptance or culpably infringe other duties to cooperate, we shall be entitled to demand reimbursement of the damage incurred by us in this regard, including any additional expenses. We reserve the right to assert further claims.
- (4) If the conditions of Paragraph 3 exist, the risk of an accidental loss or accidental deterioration of the contractual object shall pass to the customer as soon as it is in default of acceptance or payment.
- (5) We shall be liable according to the statutory provisions insofar as the underlying agreement is a transaction for delivery by a fixed date within the meaning of § 286 (2) No. 4 BGB or § 376 BGB. We shall be liable according to the statutory provisions insofar as the customer is entitled to assert that its interest in the

further fulfillment of the agreement has lapsed as a result of a delay for which we are responsible.

- (6) We shall be liable according to the legal provisions insofar as the default is based on a contractual infringement with intent or gross negligence for which we are responsible; fault on the part of our representatives or vicarious agents is to be attributed to us. Insofar as the default is not due to a contractual infringement with intent for which we are responsible, our liability to damages shall be limited to the foreseeable, typically occurring damage.
- (7) We shall be liable according to the legal provisions insofar as the default for which we are responsible is based on the culpable breach of a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (8) Additional legal claims and rights of the customer shall remain reserved.

## § 5

### Passing of Risk

- (1) Insofar as nothing else arises from the order confirmation, delivery “ex works” shall be agreed.
- (2) Insofar as the customer wishes this, we shall cover the delivery with a transport insurance policy; the customer shall incur the costs incurred in this regard.

## § 6

### Warranty for Defects

- (1) The warranty right of the customer presumes that it has duly complied with its duty of inspection and complaint in accordance with § 377 HGB [German Commercial Code].
- (2) Insofar as a defect of the contractual object exists for which we are responsible, we shall at our option be entitled to remedy the defects or provide a replacement delivery. In the event of a remedy of defects, we shall be obliged to bear all expenses required in connection therewith, especially transport, travel, work and material costs insofar as these are not increased as a result of the purchased item having been brought to another location than the place of performance.
- (3) Should the subsequent specific performance be unsuccessful, the customer shall at its option be entitled to demand rescission or reduction of the purchase price.
- (4) We shall be liable according to the legal provisions insofar as the customer asserts claims to damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of any intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.
- (5) If we culpably breached an essential contractual obligation, we shall be liable according to the legal provisions; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (6) Insofar as the customer is entitled to compensation of the damage in lieu of service, our liability shall be limited in the context of Paragraph 3 to compensation of the foreseeable, typically occurring damage.



- (7) Liability on account of culpable injury to life, body or health shall remain unaffected; this shall also apply to liability according to the Product Liability Act.
- (8) If nothing to the contrary has been stipulated above, liability shall be excluded.
- (9) The period of limitation for defect claims shall be 12 months, calculated from the passing of risk.
- (10) This shall not affect the limitation period in the event of delivery recourse according to §§ 478, 479 BGB; it shall amount to five years, calculated from delivery of the defective item.

## § 7

### Overall Liability

- (1) Further liability for damages than provided for in § 6 – irrespective of the legal nature of the claim asserted – shall be excluded. This shall in particular apply to claims for damages from culpability upon concluding the agreement, due to other infringements of obligations or due to tortious claims to compensation of material damage pursuant to § 823 BGB.
- (2) Insofar as our liability for damages is excluded or restricted, this shall also apply to the personal liability of our staff, employees, personnel, representatives and vicarious agents.

## § 8

### Reservation of Title Protection

- (1) We shall reserve title to the contractual object until receipt of all payments from the business relationship with the customer. In the event of conduct of the customer in violation of the agreement, especially payment default, we shall be

entitled after setting an appropriate period of grace, to repossess the contractual object. Our repossession of the contractual object shall not constitute rescission of the agreement. Attachment of the contractual object by us shall always constitute rescission of the agreement. After repossession of the contractual object we shall be entitled to realization of its value, the realization proceeds are to be offset against the liabilities of the customer, minus appropriate realization costs.

- (2) The customer shall be obliged to handle the contractual object with care; in particular, it shall be obliged to insure it adequately at its own expense against fire, water and theft damage at its original value. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
- (3) In the event of attachments or other interventions of third parties, the customer must inform us in writing immediately, so that we can bring an action pursuant to § 771 ZPO [Civil Procedure Code]. Insofar as the third party is unable to reimburse us for the judicial and extra-judicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred.
- (4) The customer shall be entitled to resell the contractual object in the regular course of business; however, it shall assign to us in advance all claims to the amount of the final invoiced sum (including sales tax), which it obtains from the resale to its customers or third parties, irrespective of whether the contractual object was resold without or after processing. The customer shall be authorized to collect this claim even after the assignment. This shall not affect our power to collect this claim ourselves. However, we shall undertake not to collect this claim provided the customer complies with its payment obligations from the proceeds received, is not in default of payment and in particular no application for the opening of bankruptcy, composition or insolvency proceedings has been made or a cessation of payments has occurred. Should this be the case though, we may demand that the customer disclose to us the assigned claims and its

debtors, provide all information required for collection, hand over the documents involved and notify the debtors (third parties) of the assignment.

- (5) The processing or transformation of the contractual object by the customer shall always be carried out for us. Should the contractual object be processed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the contractual object (final invoiced sum, including sales tax) to the other processed objects at the time of processing. The same provisions shall apply to the item created through processing as to the contractual object supplied subject to reservation.
- (6) Should the contractual object be inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the contractual object (final invoiced sum, including sales tax) to the other mixed objects at the time of processing. Should the mixture occur in a manner that the item of the customer has to be regarded as the principal item, it shall be agreed that the customer assign us proportional co-ownership. The customer shall preserve the so-created sole ownership or co-ownership for us.
- (7) The customer shall assign the claims to us to protect our claims against it, arising against a third party from the connection of the contractual object with a property.
- (8) We shall undertake to release the guarantees to which we are entitled on the request of the customer insofar as the realizable value of our guarantees exceeds the claim to be protected by more than 10 %; we shall be responsible for the selection of the guarantees to be released.



## § 9

### Place of Jurisdiction – Place of Performance

- (1) Our registered office shall be the place of jurisdiction; however, we shall also be entitled to bring an action against the customer at its court of domicile.
- (2) The law of the Federal Republic of Germany shall apply; the application of EU commercial law shall be excluded.
- (3) Insofar as nothing else arises from the order confirmation, our registered office shall be the place of performance.

## § 10

### Miscellaneous

- (1) We shall be entitled to process and store data regarding the client obtained in connection with the business relationship within the meaning of the Federal Data Protection Act insofar as this appears appropriate in the context of the implementation of this agreement.
- (2) The programs transferred by us for use are protected by copyright. The customer shall undertake to use these programs exclusively for itself and only in the context of its commercial activity. Upon receiving the programs it shall undertake neither to copy them, nor have them copied without our approval, nor to make or have made any copies of the programming and not to provide the programs or copies thereof to any unauthorized third parties. In the event of contravention the customer shall be obliged to pay damages.
- (3) Alarm systems with private remote signal facilities via the public telecommunications network do not provide the party establishing the connections and transmitting the alarm messages any greater security than that of the telephone service. Fees levied by the network operator (e.g. Telekom

AG), the police, fire brigade or other authorities on account of the goods and services agreed shall be at the expense of the contractual partner.

- (4) We shall be entitled to make use of other reliable companies in meeting our obligations.
- (5) Should one of the above conditions be invalid, this shall not affect the validity of the remaining conditions.

## CONTACT

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