

General Terms and Conditions for the Delivery of Uhing Products for International Business

Applicable to:

1. A person who, at the time of conclusion of the contract, acts in the exercise of his commercial or independent professional activity (entrepreneur);
2. Juristic persons under public law or a special fund under public fund assets.

I. General

1. All deliveries and services are subject to the present Terms and Conditions and to any separate contractual agreements. The Customer's deviating terms and conditions of purchase of shall not become part of the contract even by acceptance of the order.

A contract is concluded - in the absence of a specific agreement - with the Vendor's written order confirmation.

2. The Vendor reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and non-physical nature - also in electronic form; they may not be made accessible to third parties. The Vendor undertakes to disclose information and documents the Customer designates confidential to third parties only with the Customer's consent.

II. Price and Payment

1. In the absence of any specific agreement, the prices shall apply ex works including loading at the factory, but excluding packaging and unloading. Value added tax at the respective statutory rate shall be added to the prices.

2. In the absence of a specific agreement, payment shall be due immediately without deduction upon receipt of a pro forma invoice.

3. The Customer shall only be entitled to withhold payments to the extent that his counterclaims are undisputed or have been established by a court of law.

4. The Customer shall only have the right to offset counterclaims arising from other legal relationships to the extent that they are undisputed or have been established by a court of law.

III. Delivery Time, Delayed Delivery

1. The delivery time is specified in the agreements between the contracting parties. The Vendor's compliance with the delivery time shall be subject to the condition that all commercial and technical questions between the contracting parties have been clarified and that the Customer has fulfilled all obligations imposed on him, such as the provision of the necessary official certificates or permits, or the payment of a deposit. The delivery time shall be delayed accordingly in the adverse case. This shall not apply if the Vendor is responsible for the delay.

2. Compliance with the delivery time shall be subject to correct and timely delivery to the Vendor. The Vendor shall inform the Customer as soon as possible of any foreseeable delays.

3. The delivery time shall be deemed to have been complied with if the delivery item has left the Vendor's works or when readiness for dispatch has been announced by the time of delivery time expiry. Should acceptance be required, the acceptance date shall be decisive - except in the case of justified refusal of acceptance -

alternatively the notification of readiness for acceptance.

4. If dispatch or acceptance of the delivery item is delayed for reasons the Customer is responsible for, the costs incurred as a result of the delay shall be borne by the Customer, starting one month after notification of readiness for dispatch or acceptance.

5. If non-compliance with the delivery time is due to force majeure, labour disputes or other events beyond the Vendor's control, the delivery time shall be extended accordingly. The Vendor shall notify the Customer of the beginning and end of such a situation as soon as possible.

6. The Customer may withdraw from the contract without notice if the Vendor is ultimately unable to perform the entire contract before the risk passes to the Customer. In addition, the Customer may withdraw from the contract if, in the case of an order, a partial delivery becomes impossible and the Customer has a reasonable interest in rejecting the partial delivery. If this is not the case, the Customer shall pay the contractual price attributable to the partial delivery. The same shall apply if the Vendor is unable to perform. Furthermore, section VII.2 shall apply.

If the impossibility or incapacity occurs during the delay in acceptance or if the Customer is solely or predominantly responsible for these circumstances, the Customer shall be obliged to compensate the Vendor.

7. If the Vendor is in default and the Customer suffers consequential damage, the Customer shall be entitled to claim compensation for the delay. Such compensation shall amount to 0.5 % for each full week of delay, but in total not more than 5 % of the value of that part of the total delivery which, as a result of the delay, cannot be used in due time or in accordance with the contract.

If the Customer sets the Vendor - taking into account the statutory exceptions - a reasonable deadline for performance after the due date and the deadline is not met, the Customer shall be entitled to withdraw from the contract within the scope of the statutory provisions. At the Vendor's request, the Customer undertakes to declare within a reasonable period of time whether the Customer intends to withdraw from the contract.

Further claims arising from delayed delivery shall be determined exclusively in accordance with Section VII.2 of the present Terms and Conditions.

IV. Transfer of Risk, Acceptance

1. The risk shall pass to the Customer when the delivery item has left the works, even if partial deliveries are made or the Vendor has accepted additional obligations, e.g. shipping costs or delivery and installation. If acceptance is to take place, this shall be decisive for the transfer of risk. It must be performed without delay on the date of acceptance, alternatively after the Vendor's notification that the goods are ready for acceptance. The Customer is not entitled to refuse acceptance in the event of a non-substantial defect.

2. If the shipment or acceptance is delayed or does not take place due to circumstances bey-

ond the Vendor's control, the risk shall pass to the Customer on the date of notification of readiness for shipment or acceptance. The Vendor undertakes to obtain, at the Customer's expense, such insurances as the Customer may request.

3. Partial deliveries are permissible if they are deemed reasonable for the Customer.

V. Retention of Title

1. The Vendor shall retain title to the delivery item until receipt of all payments under the delivery contract - including any additional ancillary services payable.

2. The Vendor shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the Customer's expense unless the Customer has demonstrably obtained the insurance on his own.

3. The Customer may neither sell or pledge the delivery item nor transfer it by way of security. In the event of seizure, confiscation or other third-party dispositions, the Customer shall notify the Vendor thereof without delay.

4. In the event of a breach of contract by the Customer, in particular in the event of default in payment, the Vendor shall be entitled to take back the delivery item after having issued a reminder, and the Customer shall be obliged to surrender the delivery item.

5. The Vendor may claim the retention of title and demand the return of the delivery item only after having withdrawn from the contract.

VI. Claims for Defects

The Vendor shall be liable for material defects and defective title of the delivery under exclusion of further claims - subject to Section VII - as follows:

Material Defects

1. All parts which prove to be defective as a result of a situation arising prior to the passing of risk shall, at the Vendor's option, be repaired or replaced free of defects. The Vendor must be notified immediately in writing if such defects are found. Replaced parts shall become the Vendor's property.

2. After consultation with the Vendor, the Customer shall grant the Vendor the necessary time and opportunity to carry out all repairs and replacement deliveries the Vendor deems necessary; otherwise the Vendor shall be exempt from liability for the resulting consequences.

The Customer shall be entitled to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Vendor only in emergencies where operational safety is endangered or to prevent disproportionate damage, in which case the Vendor must be notified immediately.

3. The Vendor shall bear - provided the complaint proves to be justified - the expenses necessary for supplementary performance, insofar as this does not result in a disproportionate burden on the Vendor. Should the expenses increase due to the fact that the Customer has taken the purchased item to a place other than the place of performance after delivery, the Customer shall bear any additional costs incurring therefrom. In the event of

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the sale of a newly manufactured item, the Vendor shall also reimburse, to the extent of statutory obligations, the expenses incurred to the Customer in the context of recourse action in the supply chain.

4. The Customer shall be entitled to withdraw from the contract within the scope of the statutory provisions if the Vendor – taking into account the statutory exceptions – allows a reasonable period of time granted for the repair or replacement delivery due to a material defect to expire unsuccessfully. In case of an insignificant defect, the Customer shall only be entitled to a reduction of the contractual price. The right to reduce the contractual price shall otherwise be excluded.

5. Further claims shall be determined exclusively in accordance with Section VII.2 of the present Terms and Conditions.

6. No liability shall be assumed in particular in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable foundation soil, chemical, electrochemical or electrical influences - unless the Vendor is responsible for them.

7. The Vendor shall not be liable for the resulting consequences if the Customer or a third party performs improper repairs. The same shall apply to any changes made to the delivery item without the prior consent of the Vendor.

Defects of Title

8. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the Vendor shall, at his own expense, procure for the Customer the right to continue using the delivery item or modify the delivery item in a manner reasonable for the Customer in such a way that the infringement of the property right no longer exists.

The Customer shall be entitled to withdraw from the contract if this is not possible under economically reasonable terms or within a reasonable period of time. The Vendor shall also be entitled to withdraw from the contract if the above-mentioned conditions prevail.

In addition, the Vendor shall indemnify the Customer against any undisputed or legally established claims of the holders of the respective industrial property rights.

9. Subject to Section VII.2, the Vendor's obligations set out in Section VI. 8 shall be conclusive in the event of infringement of industrial property rights or copyrights.

They shall only apply if

- The Customer notifies the Vendor of any asserted infringement of industrial property rights or copyrights without undue delay,
- The Customer supports the Vendor to a reasonable extent in defending the asserted claims or enables the Vendor to make modifications in accordance with Section VI. 8,
- The Vendor is reserved the right to take all defensive measures, including extrajudicial settlements,
- The defect of title is not based on a Customer's instruction and
- The infringement of rights has not been caused by the fact that the Customer has modified the delivery item arbitrarily or has used it in a manner not compliant with the contract.

VII. Vendor's Liability, Exclusion of Liability

1. If the Customer cannot use the delivery item in accordance with the contract as a result of culpably omitted or faulty suggestions or advice given by the Vendor before or after conclusion of the contract, or as a result of culpable breach of other contractual collateral obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of Sections VI and VII.2 shall apply under exclusion of the Customer's further claims.

2. The Vendor shall only be liable for damage not occurring to the delivery item itself – on whatever legal grounds – in the following cases:

- a. Intent and gross negligence,
- b. Negligent injury to life, body, health,
- c. Defects which he has fraudulently concealed,
- d. Within the scope of a promise of guarantee,
- e. Defects in the delivery item, insofar as liability for personal injury or property damage to privately used items exists under the Product Liability Act.

In the event of culpable breach of major contractual obligations, the Vendor shall also be liable in case of simple negligence, but limited to reasonably foreseeable damage typical for

the contract. Further claims shall be excluded.

VIII. Limitation

All claims of the Customer – on whatever legal grounds – shall become time-barred after 12 months; this shall also apply to the limitation of claims under a recourse action in the supply chain pursuant to Section 445b (1) of the German Civil Code (BGB), provided that the last contract in this supply chain is not a purchase of consumer goods. The suspension of the statute of limitations according to § 445b para. 2 BGB shall remain unaffected. The statutory deadlines shall apply to claims for damages pursuant to Section VII. 2 a-c and e. They shall also apply to defects of a building or to delivery items which have been used for a building in accordance with their typical use and have caused its defects.

IX. Use of Software

Where software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the delivered software including its documentation. The software shall be provided for use with the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

The Customer may only copy, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Customer undertakes not to remove manufacturer's information – in particular copyright notices – or to change them without the Vendor's prior express consent.

All other rights to the software and the documentation, including copies, shall remain with the Vendor or the software supplier. Sub-licenses may not be granted.

X. Applicable Law, Place of Jurisdiction

1. All legal relations between the Vendor and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany applicable to legal relations between domestic parties.

2. The place of jurisdiction shall be the court having jurisdiction for the Vendor's registered office. However, the Vendor shall be entitled to file a suit at the Customer's principal place of business.