

These General Terms and Conditions are just translated into English language. It is only for your information. Exclusively the version of the General Terms and Conditions in German language is valid.

## **General Terms and Conditions - AGB**

### **General terms for sale and delivery**

#### 1. Quotation

1.1 All quotations, sales and deliveries are exclusively made on basis of these General terms for sale and delivery in the appropriate newest version. It is valid for all business relations in future, even though it is not expressly agreed about it again. It is always an essential content of the contract. It is regarded as agreed about it on receipt of the order confirmation or receipt of the goods, at latest. We herewith expressly are contrary to the General terms for sale and delivery of the purchaser. Even though, Madra-EDM GmbH (supplier) maintains silence against the General terms of the purchaser is not regarded as acceptance or agreement.

1.2 All quotations are subject to change, as far as there is no contrary agreement.

#### 2. Order confirmation

Orders are only binding for the supplier when and as far as the order has been confirmed in writing by the supplier. In case of delivery at once, the invoice is regarded as order confirmation at the same time.

#### 3. Documents

3.1 Catalogue specifications, illustrations and drawings as well as measures and weights, consumption data and power output data are not binding, as far as it is not expressly agreed about as binding.

3.2 All documents attached to the quotation or made in the course of the order remain property of the supplier. The supplier has the copy right. These documents have to be returned on demand of the supplier promptly.

#### 4. Prices, packing, insurance

4.1 All prices are ex works, excluding packing and other additional charges. Wrapping / packaging is not taken back.

4.2 Any transfer duties are additionally invoiced according to the appropriate valid regulations.

4.3 The supplier insures the ordered goods at the cost of the purchaser against common transport risks, including breakages, as far as the purchaser does not expressly determine something contrary.

#### 5. Setting up and initial operation

Setting up, supervision of setting up and initial operation are executed according to the conditions of the supplier.

#### 6. Transfer of danger

The danger is transferred to the purchaser on handing over of the delivery item to the first freight carrier. This is also valid for partial delivery or in case the supplier has also taken over any other cost or service, as for example forwarding expenses, delivery or installation. In case of delay of dispatch due to circumstances not to be accepted by the supplier, the danger is transferred to the purchaser together with the information about readiness for dispatch of the goods.

#### 7. Delivery dates

7.1 The supplier has the right to adapt the delivery time accordingly, in case of any unexpected changes in production capacity, employment situation, delivery dates of sub-suppliers etc., after giving prior written notice about such changes to the purchaser. Start of delivery time is the date of sending of the order confirmation and clarification of all commercial and technical requirements for fulfillment of the order.

In case of required changes of the purchaser the delivery time can be adjusted accordingly by the supplier. Delivery time is regarded as adhered to, when the delivery item is handed over to the first freight carrier or information about readiness for dispatch has been sent to the purchaser, until the date of expiration. Partial delivery is allowed. Even though delivered goods might show insignificant deficiencies, the purchaser has to accept the goods. This means that delivery time is regarded as adhered to in this respect.

7.2 Supplier is allowed, on equitable discretion and on risk of the purchaser, to store the delivery item and invoice as delivered ex works, excluding own liability, if delivery is delayed on request of the purchaser or is not recalled in time. Cost of such storage has to be taken over by the purchaser. If the goods are stored in the premises of the supplier, at least 0,5 % of the invoice amount can be invoiced for each month, starting on the day of readiness for dispatch. Furthermore, the supplier is allowed to otherwise dispose about the delivery item, after expiration of an adequately set time limit, and to make delivery to the purchaser with an adequately extended time limit.

7.3 In case of delay in delivery due to unforeseeable events, which are beyond the will of the supplier, like force majeure, sabotage, strike, lock out, delay in delivery of basic raw materials or components etc., subject to item 12, an adequate prolongation of the delivery time is put into force. Right of withdrawal or further or other claims of the purchaser because of delayed delivery are excluded in this respect.

## 8. Terms of payment

8.1 Payment has to be made according to the specifications in the order confirmation, or to the made agreements, respectively; otherwise within 30 days. In case payment is made in other currencies than Euro, the payment request is only regarded as fulfilled, when the payment of foreign currencies on the day of payment receipt in form of a credit note on the account of the supplier, corresponds to the agreed amount in Euro.

8.2 All payments have to be made on payment date, postage free, free of any other cost and without any deduction to an account of the supplier. If payment is made by bill of exchange, check or any other bank money order, the cost for discounting and collection have to be taken over by the purchaser. The supplier is not bound to presentation of such bill of exchange, checks or any other bank money-orders in due time. If a bill of exchange is not discounted or not encashed in time, even though it has been submitted in proper form, the complete payment request, or outstanding amount respectively, is due for payment. For determination of the payment date, the date of the invoice or the date of notice about readiness for dispatch is decisive.

8.3 The purchaser is not entitled to retention of payments or offset against counterclaims of the supplier which are in contest.

8.4 In case the purchaser is in default, the supplier is allowed to invoice interest at the amount of the interest rate, calculated by the commercial bank for open credits, however, at least at the amount of 3 % of the respective discount rate of the Deutsche Bundesbank, plus statutory value-added tax, starting on the payment date. The assertion of the supplier of damages caused by delay, which exceed it, will remain unaffected.

8.5 The purchaser confirms with his order that he is liquid or creditworthy respectively. In case any doubts appear later on, the supplier can resign from performance of the contract offhand or can require respective guarantees or advance payment.

8.6 In case the purchaser does not fulfill his payment obligations, especially a check is not cashed, or payment is stopped or if other circumstances become known to the supplier, which put into question the creditworthiness of the purchaser, the supplier is allowed to set the complete outstanding amount falling due, even though he might have accepted checks before.

8.7 If delivery, setting up or initial operation is delayed without fault of the supplier, nevertheless payment has to be made at the dates resulting out of the original agreements.

## 9. Reservation of proprietary rights

9.1 The delivery item remains property of the supplier, until complete payment of all outstanding payments of any sort, including incidental claims, resulting from the business relationship. In case of delay of payment of the purchaser, the supplier is allowed to take back the delivery item as a precaution, without demand note. The assertion of proprietary rights as well as the garnishment of the delivery item by the supplier is not regarded as cancellation of the contract, as far as the installment payment law is not applied.

9.2 The purchaser is not allowed to mortgage the delivery item or transfer by way of security, during the period of proprietary right. In case of garnishment, confiscation or any other act of disposal by third parties, the supplier has to be informed by the purchaser at once.

9.3 Machining or alteration is always carried out for the supplier as manufacturer, however, without any obligation for the supplier. In case the (co-)ownership of the supplier is terminated due to combination, it is already agreed now, that the (co-)ownership of the purchaser on the uniform matter is passed over pro-rate (invoice value) to the supplier. The purchaser keeps the (co-)ownership of the supplier free of charge.

9.4 Receivables, resulting at the delivery item for the purchaser during the period of reservation of proprietary rights for any eventual resale or for any granting of beneficial interest for third parties, are passed over onto the supplier, without any special declaration of assignment.

9.5 During the period of reservation of proprietary rights the purchaser has to insure the delivery item against usual risks like theft, fire loss, water damage and breakage. The supplier is allowed to affect such insurance at the cost of the purchaser.

10. Responsibility for defects on delivery and secondary obligations; limitation of liability for defects on delivery, including missing of expressly agreed features, the supplier is responsible, excluding further demands, irrespective of clause 11.4, as follows:

10.1 The supplier has to be informed in writing about objections because of incomplete and incorrect delivery or because of obvious defects at once, however, at least 3 days after receipt, as arriving date at the supplier. In case such notice about objections or defects is not made in time, any rights of the purchaser are excluded.

10.2 All those parts have to be adjusted or newly provided, free of charge, just at the discretion and chosen by the supplier, which turn out to be unusable or are considerably affected in usability, within 6 months after setup, due to a circumstance which occurred before the passing of risk, especially because of faulty construction, bad building materials, or deficient construction. – The supplier has to be informed in writing about detection of such defects immediately. Replaced parts get the property of the supplier. In case dispatch of the delivery item, setup and installation or initial operation is delayed, without supplier's fault, liability of the supplier expires 12 months after notice about readiness for dispatch, at the latest. For substantial external products the liability of the supplier is limited to the assignment of liability claims that he is entitled to, against the supplier of such external products. Liability of the supplier with regard to manufacture according to drawings of the purchaser is limited to construction corresponding to such drawings.

10.3 The right of the supplier for assertion of defects becomes time-barred in any case, starting with the date of timely reprove, within 6 months, however, with expiration of the period of warranty at the earliest.

10.4 No guarantee is taken over for damages, occurring out of the following reasons: Improper and incorrect usage, faulty mounting and setup by the purchaser or any third person respectively, wear and tear, incorrect or careless handling, improper equipment, substitute material, insufficient construction works, unsuitable foundation, chemical, electrochemical or electrical influences, as far as not to be attributed to a default of the supplier. Expressly excluded parts from liability for defects, which as a result of material consistency or because of method of usage are subject of fast wear, are for example packages, seals, parts made of plastic material, equipment, filling, heating conductors etc.

10.5 For execution of all repairs and replacements, which seem necessary just according to the discretion of the supplier, the purchaser has to allow required time and possibility for such repair or replacement, after communication with the supplier. Otherwise supplier is exempt from liability for defects. Only in case of urgency, because of danger for equipment and for defense of big damages out of scale, or if the supplier is in default with removal of the defect, the purchaser has the right to remove the defect himself or with assistance of any third person, and to claim for payment of such necessary cost from the supplier. However, the supplier has to be informed about such urgency promptly.

10.6 As far as the objection points out to be correct, the supplier has to bear the directly arising cost for repair and replacement respectively. This includes the cost for the replacement part, including forwarding cost as well as appropriate cost of disassembling and installation. Furthermore, as far as can be required as the special case may be, also the cost for necessary provision of his technicians and assistants. In all other cases the purchaser has to bear the cost.

10.7 The guarantee period for the replacement part and repair is 3 months. As minimum, guarantee period is running until expiration of original guarantee period for the delivery item. Period for liability for defects for the delivery item is extended for the duration of the breakdown, caused by the rectification of defects.

10.8 For alterations or corrective maintenance work, carried out improperly by the purchaser or any third person, and carried out without prior permission of the supplier, liability of the supplier is suspended for all arising consequences.

10.9 Further claims of the purchaser, especially claim for replacement of defects not arisen at the delivery item itself, are excluded, unless it is based on intention or gross carelessness.

10.10 Supplier is not obliged to removal of defects as long as the purchaser has not fulfilled his payment obligations, except payment of a partial amount, as appropriate to the defect.

10.11 If it turns out, that the objection is due to a circumstance, which does not oblige the supplier for warranty, the purchaser is obliged to bear all arising cost and compensate the supplier.

10.12 Material defects, resulting from infringement of a patent, application for a patent or utility patent are excluded from warranty. However, if before expiration of the guarantee period according to clause 10.2, the delivery item or a part of it infringes an already in Germany granted trademark right or procedural law, or if the delivery item expressly includes a certain procedural law, the supplier is either going to redress for further use of the delivery item by the purchaser, within an appropriate period of time on his own choice and on his own cost, or modify the delivery item or the respective part of it or modify the procedure, so that no more infringement of rights of a third party exist or resign from the contract. Further liabilities, especially for procedures, applications, products etc. are not taken over by the supplier. In case property rights of third parties are infringed by drawings provided by the purchaser or by information provided by the purchaser, the purchaser has to stand for such infringement and has to indemnify the supplier in case of any claim.

10.13 Warranty claims against the supplier can only be made by the purchaser directly and cannot be transferred to any other party.

10.14 The above-mentioned clauses include exclusively the concluding warranty for the products and exclude any other warranty claims, whatever reason as for example due to delay, warranty for defects, fault at conclusion of the contract, positive infringement of claim, infringement of secondary obligations, guarantee agreement and illegal action or for defects, which did not arise at the delivery item itself.

10.15 Claims for damages are in principle limited to the directly foreseeable defect. Assertion of consequential damages, missing profit and other collateral defects are excluded.

10.16 Defects, exceeding the basic value of the delivery or performance under breach of duty, are not compensated. In case the purchaser considers it as possible that a higher damage might occur, a separate agreement has to be made for the replacement of such advanced damage.

10.17 This regulation is also valid for the benefit of the employees of the supplier.

## 11. Rights of the purchaser for withdrawal and other liabilities of the supplier

11.1 The purchaser can resign from the contract in case the supplier is definitely not able to fulfill the total performance before passing of risk. Same applies for definite disability of the supplier. The purchaser can also resign from the contract if for an order of similar objects, the fulfillment of a part of the delivery is impossible because of the quantity and if the purchaser has legitimate interest on refusal of partial delivery; in case of other circumstances, the purchaser is allowed to reduce the return service respectively.

11.2 If the impossibility occurs during default of acceptance or due to fault of the purchaser, he is obliged for return service.

11.3 In case of delay in delivery according to clause 7.3 and if the purchaser grants an appropriate extension of time to the supplier, who is in delay, with the express explanation that after expiration of this extension of time, acceptance of the performance will be refused, and if such extension of time is not observed, the purchaser has the right to resign from the contract.

11.4 Furthermore the purchaser has the right of withdrawal if the supplier elapsed unsuccessful such appropriate extension of time for repair or replacement regarding a defect that he is responsible for in terms of these delivery conditions due to his fault. The right of withdrawal of the purchaser also exists in case of permanent impossibility or definite disability of repair or replacement by the supplier.

11.5 All advanced claims of the purchaser, especially for withdrawal, conversion or reduction as well as for refund of damage to persons, property damage or financial loss of every description are excluded. Clauses 10.14 - 10.17 apply additionally.

## 12. Right of the supplier for withdrawal

12.1 In case of unforeseeable occasions in the sense of clause 7.3 the contract is appropriate adjusted, provided that it considerably changes the commercial relevance or the contents of the performance, or considerably influence the company of the supplier, and in case that subsequently it points out that execution is impossible. As far as this is not commercially maintainable, the supplier has the right to withdraw from the contract totally or partially.

12.2 Claims for damages of the purchaser because of such withdrawal do not exist. In case the supplier wants to make use of his right for withdrawal, he promptly has to inform the purchaser about it, after knowledge of the consequences of such occasion, namely also, if at first an extension of the delivery period was agreed with the purchaser.

## 13. Place of execution, place of jurisdiction, applicable law

13.1 Place of execution of all contractual performances is Alzenau.

13.2 For all arising disputes regarding the contractual relationship – also for actions of a bill of exchange and actions of checks – and if the purchaser is registered trader, a legal person of public law or a special property under public law, the district court Alzenau / regional court Aschaffenburg is competent, as the competence may be. Supplier is on his part also entitled to take legal action at the headquarters of the purchaser.

13.3 In case particular clauses of these General Terms and Conditions or the total contract is or becomes invalid, the validity of the rest of the clauses is not affected, as long as the contractual use is not blighted. The content of such invalid clauses has to be reinterpreted to the legally acceptable extent and has to be replaced by a regulation, corresponding to the aimed commercial success as far as possible.

13.4 For all contractual agreements the law of Germany is additionally applicable.

Application of the laws about the international purchase of moveable objects as well as about the conclusion of international contracts of purchase about moveable objects – dated 17. 07. 1973 respectively – is excluded. Furthermore, excluded is the appliance of international and German conflict of laws for contracts with foreign relationship.

Hint:

According to the German Data Protection Act we point out that the supplier has stored data of the purchaser and processes these data.

## **General Service Conditions**

### **1. Contract**

All our services (e.g. installation of equipment, maintenance, general overhaul, repair, wage work) shall be carried out exclusively according to these conditions, which are accepted by order or acknowledged by the customer.

### **2. Scope of service**

2.1 The scope of our obligation of performance is determined by the order confirmation and our service regulations.

2.2 The customer has to take all precautions for unimpeded start and efficient execution of our service performance.

### **3. Prices**

The prices for our service performance is determined by our respective valid service price list. Quotations may be exceeded by 15% without prior written notification to the customer.

### **4. Acceptance**

Our service is deemed to have been accepted as soon as the respective device has been delivered to the customer after execution of the service.

### **5. Liability**

5.1 Upon acceptance of a production order or execution of individual work operation, the subcontractor is only liable for the rejection caused by him in the amount of the order value he has accepted, however, not for the complete work piece. By acceptance, examination and confirmation of the work operations carried out by the subcontractor, any kind of warranty claim expires.

5.2 Insofar as our liability insurance pays for damages of any kind which are arising in connection with our service performance, we will arrange payment of such insurance amounts to the customer, or as far as allowed by the terms of insurance, assign the claims against the insurance company to the customer respectively. Any further liability is excluded.

5.3 Insofar as our liability insurance is not liable for damages of any kind which are arising in connection with our service performance, we are exclusively liable for direct damages on the machined device caused by us. Liability for indirect subsequent damages is excluded. Any liability is limited to the actual cash value of the device.

### **6. Further terms and conditions**

In addition, the above General Terms and Conditions for Sale and Delivery apply to our service performance as well as for the spare- and replacement parts delivered in connection therewith.