

ASK - General Conditions of Sales and Delivery

1. General, Scope

Our Conditions of Sale shall apply exclusively. We do not recognise terms and conditions of our customer, unless we would have agreed expressly to their validity in writing. Our Conditions of Sale shall apply even if we unconditionally carry out the delivery in knowledge of terms and conditions of the customer that conflict with or deviate from our Conditions of Sale.

All agreements between us and our customer are to be set down in writing.

2. Offer

Our offers to deliver and quoted prices are not binding and without obligation. In the case of individual orders with a net order value of up to EUR 400 we will charge in addition the following costs plus the applicable statutory value-added tax for order processing: up to EUR 100: EUR 20.00; up to EUR 150: EUR 15.00; up to EUR 400: EUR 10.00

3. Execution of Contract

The customer is obliged to immediately inform us, without being asked, about all legal, official and other regulations which are to be complied with when executing the contract owing to special circumstances. This also applies to other special circumstances in an individual case which might lead to an impediment in the execution of the contract.

We are entitled to change the design or production of our products, insofar as these concern slight changes or customary deviations and these are deemed reasonable for the customer taking our interests into account. Reasonable acceptability for the customer is gauged according to the effects on the value and the proper functioning of the products, on our part technical requirements, in particular requirements from production technology. Tolerances in quantity of up to +/- 10 % are admissible.

In the case of sample and special productions beyond our current delivery programme, we shall invoice the customer on a pro rata basis for additional tool costs incurred for this. We shall initially notify the customer of these costs in the course of the order processing for information only. We are entitled to make partial deliveries which can be invoiced separately by us. We reserve all proprietary rights and copyrights in illustrations, drawings, calculations and other documents; they must not be made available to third parties.

4. Prices

Insofar as no deviating regulation is agreed upon, our list prices at the time when the contract was concluded shall apply. If in commercial business transactions we provide our services in accordance with the contract later than six weeks, the list prices at the time of the rendering of the service, in particular the day of delivery, shall be authoritative.

Our prices are strictly net, ex works and do not include additional costs such as packing, transport and insurance. The statutory value-added tax is not included in the prices.

We reserve the right to change our prices which are based on material, wage and energy costs at the time of the submission of our offer in the event that individual or all of these cost factors are increased during the period between conclusion of the contract on the one hand and delivery or service on the other hand in accordance with the effects of the change of the above-mentioned cost factors on the price.

The customer shall recycle non- returned packaging in accordance with applicable regulations. The customer can

return packaging in return for assumption of the costs of the return transport.

5. Payment Terms, Default

Our invoices are due for payment within 14 calendar days of the invoice date. Taxes, customs and duties levied upon us shall be reimbursed to us immediately by the customer. If it becomes clear after conclusion of the contract that the customer may have insufficient funds to settle our payment claims, we shall be entitled to rights from § 321 BGB (German Civil Code / defence of uncertainty). We are also entitled to fix a due date for all claims from the current business relationship with the customer, which are not subject to the statute of limitations. In other respects the defence of uncertainty applies to all further deliveries and services from the business relationship with the customer.

The customer has a right to set-off, only if his counterclaims are ripe for judgement or uncontested. This also applies to any right of retention, insofar as his counterclaim is not based upon the same contractual relationship.

6. Delivery, Acts of God, Reservation of Self Supply, Default

The delivery dates and delivery periods indicated by us are without obligation, unless we explicitly declare that these delivery dates and delivery periods are binding. We will, however, endeavour to observe the delivery dates and delivery periods stated as being without obligation. Even firmly agreed delivery times are not fixed dates (§§ 361 BGB/ German Civil Code, 376 HGB/ German Commercial Code), unless they are expressly described as fixed dates. If we cannot effect delivery within an agreed delivery period or on an agreed delivery date, the customer sets us a period of grace of at least three weeks. The customer can set us a shorter period of grace only if circumstances exist which make a period of grace of three weeks unacceptable for the customer and which were apparent to us when the contract was concluded. The circumstance alone that the parties agreed a binding delivery time is not sufficient for this. Rights from the delay may not be derived by the customer until the period of grace has expired. If a delivery period is explicitly described in writing as binding, the delivery period shall start as soon as all details of the execution have been clarified and both parties agree upon all terms and conditions of the conclusion and the execution of the contract. Binding delivery times are observed by handing over the products for transport.

Our obligation to deliver is suspended as long as the customer is in default with an obligation existing towards us. In the event of Acts of God and other unforeseen events, especially disruptions to procurement, employment, production and delivery processes at our company or our suppliers, which we cannot foresee or prevent as regards the duration of their effects, we shall be released from our delivery obligations for the duration of the disruption and for a reasonable restart period and the extent of their effect - even during an existing delay - unless the disruption has been brought about intentionally or by gross negligence on our part.

Should it not be possible to effect delivery within a reasonable period of time due to Acts of God or other unforeseen events which we are not responsible for, both the customer and we ourselves are entitled to withdraw in whole or in part from the contract. The same shall apply in the event of the subsequent impossibility to satisfy the contract for which we are not responsible. Claims for damages on the basis of such a

withdrawal do not exist. If the rescinding party wants to exercise his right of rescission, he must notify this without delay after gaining knowledge of the significance of the occurrence. Compensation claims of the customer are excluded.

The same applies if official permits and other permits of third parties and documents, which are necessary for carrying out deliveries, are not received in time. If an order is changed subsequently or if the customer does not submit the required details for executing the delivery on time, the delivery period shall also be reasonably extended.

We shall be released from our delivery obligation if the correct goods ordered for performing the contract have not been delivered to us in due time through no fault of our own.

In those cases of default in delivery, or of inability to perform the service, which lie within the responsibility of our company, we shall be liable, insofar as said default or inability shall not have been the result of any malicious intent or any gross negligence on our part, only subject to the following restrictions for compensation for damage:

- in case of delayed delivery, the customer may claim in case of damage compensation of no more than 0.5 % of the price of the delayed delivery for each full week of delay, in total, however, on no account more than 30 % of the net value of the delayed delivery or 10 % of the total net order value;
- any compensation claim for damages on account of failure to perform is limited to indemnification of such damages which we should have foreseen on the basis of circumstances recognisable by us as the possible consequence of a breach of contract when the contract was concluded (loss or damage typical of the contract). In case of negligence which is not gross negligence, the liability is limited to 50 % of the loss or damage that has been incurred.

Further claims based on default of delivery shall be solely governed by section 11 of these Terms and Conditions of Sale and Delivery.

7. Shipping, Passing of Risk, Transport Insurance

Shipping is carried out at the purchaser's expense.

The risk of accidental deterioration and accidental loss of the goods passes to the customer as soon as the products were handed over to him or to the persons determined for executing the delivery, at the latest however when they leave our factory, our business or warehouse rooms, even if we have taken over the delivery, if partial deliveries are made, or if we have also taken over other services. If shipping is delayed for reasons for which we are not responsible for or due to the conduct of the customer, the risk shall pass to the customer at the time when we advised him that the goods are ready for shipping.

We are entitled but not obliged to take out transport insurance to the customary extent at the customer's expense, unless specific instructions of the customer exist in this respect, which if applicable must be issued to us in writing in good time before the commencement of the transport.

Unless the customer has issued instructions to the contrary we shall determine the means of transport, the transport route and the transport insurance without being responsible for ensuring that the fastest or cheapest possibility is selected.

In case of damage to or loss of the products in transit, the customer must arrange for a recording of the facts at the carrier without delay.

8. Obligation to take Delivery, Non-performance

The provisions on default of the debtor shall apply to the obligation of the customer to take delivery. If according to these provisions compensation is due to us for the default of the customer in taking delivery, we are entitled to demand a lump-sum compensation of 20 % of the respective net invoice value, with the reservation that either party may prove a greater or smaller loss.

If we are obliged to deliver on call, deliveries must be called no later than one year from the order date, unless specially agreed upon. In the event that goods are not called within the designated period, paragraph 1 shall apply accordingly.

9. Retention of Title

All delivered goods remain our property (hereinafter referred to as reserved goods) until such time as the customer has settled all of our claims, including, in particular, any payment balance demands to which we may be entitled within the scope of our business relations (hereinafter referred to as balance reservation) and the claims which are unilaterally established by the liquidator by way of the choice of satisfaction. This also applies to receivables arising in the future and conditional claims, e.g. from acceptor's bills of exchange, and shall apply even where payments are made in respect of specially designated claims. This balance reservation will expire definitively upon settlement of all accounts receivable which are still due at the time of payment and included in said reserved balance.

Treatment and processing of the reserved goods shall be carried out for us as manufacturer within the meaning of § 950 BGB, but shall not entail liability on our part. The treated and processed goods are considered to be reserved goods. We shall acquire direct ownership in the new goods. If the customer processes, combines and mixes the reserved goods with other goods, we shall obtain co-ownership in the new goods in proportion of the invoiced value of the reserved goods to the invoiced value of the other goods used. If our ownership expires as a result of combining or mixing, the customer shall transfer to us now ownership rights in the new stock or goods that he is entitled to in the amount of the invoice value of the reserved goods and shall store it at no cost for us. Our co-ownership rights are considered as reserved goods.

The customer may sell the reserved goods only in the ordinary course of business subject to his standard terms and conditions of business, as long as he is not in default, provided that the claims arising from the resale pass to us (extended retention of title). He is not entitled to dispose of the reserved goods in any other way.

The customer herewith assigns to us the claims arising from the resale of the reserved goods, including all ancillary rights. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by the purchaser together with other goods not sold by us, the claim arising from the resale shall be assigned to us in proportion to the invoiced price of the reserved goods to the invoiced value of the other sold goods. When goods are sold in which we have co-ownership shares, a share corresponding to our co-ownership share shall be assigned to us. If the reserved goods are used by the customer to perform a contract for work and services, the claim arising from the contract for work and services shall be assigned to us in advance to the same extent.

The customer is entitled to collect claims arising from the resale. This authorisation for collection expires if revoked by us, however no later than upon default, dishonour of a bill of

exchange or application for insolvency proceedings to be opened. We shall exercise our right of revocation only if it becomes clear after concluding the contract that the purchaser may have insufficient funds to settle our payment claims arising from this, or other contracts with the purchaser. Upon request by us, the customer shall be obliged to notify his customers of the assignment to us straight away and to give us the documents necessary for collection.

In case of assignment by way of factoring, our claim for payment becomes due immediately upon receipt of the factoring proceeds.

The customer shall inform us without delay of any seizure or other interference by third parties. The customer shall bear all costs which have to be incurred to suspend such seizure or return the reserved goods, insofar as they are not reimbursed by third parties.

Should the customer fall into arrears with his payments or should he fail to honour a bill of exchange on the due date, we shall be entitled to take back the reserved goods and if necessary to enter the premises of the customer for this purpose. The same shall apply, if it becomes clear after concluding the contract that the customer may have insufficient funds to settle our payment claims arising from this, or other contracts with the customer. The taking back of goods does not denote withdrawal from the contract. The provisions of the Insolvency Act remain unaffected.

If the realisable value of the existing securities exceeds the secured claims including accessory claims (interest, costs and the like) in total by more than 10%, we shall be obliged in this respect on request of the customer to release securities at our discretion.

10. Liability for Defects

The customer must inspect delivered goods immediately after receipt and before processing. Complaints because of incomplete or incorrect delivery or notices of defects due to obvious defects are to be notified to us in writing without undue delay. Other defects are to be notified to us in writing immediately after they are discovered, but no later than within eight days. In case of a delayed notification of defects, warranty rights which are based on these are excluded in the commercial business transactions. The warranty rights of the customer also presume that he has properly satisfied the duties of investigation and notification of defects which he owed by virtue of law. In case of damages in transit the customer must have the railway or postal factual recording prepared immediately. All those parts which due to a circumstance occurring prior to the passing of the risk prove to be defective must be reworked or replaced free of charge at the discretion of the supplier. The supplier must be notified immediately in writing if any such defects are discovered. Replaced parts shall become the property of the supplier. The claims of the customer on account of a material defect of the delivery item – irrespective of the legal reason - shall become statute-barred in 12 months after the risk for the delivery item has passed.

11. General Limitation of Liability

We are liable for unlimited compensation in the case of intent or gross negligence, in the case of warranties made by us and in the case of compensatory damage claims for injury to life, limb, health and personal freedom.

Under the German Product Liability Act, we are liable only within the scope of the relevant provisions.

With respect to companies, the compensation is limited in cases of slight negligence to the foreseeable loss or damage typical of the contract.

The liability for slight negligence is excluded in cases of immaterial breaches of duty and in the case of a breach of immaterial contractual duties.

We are also liable if features of the delivery item expressly warranted by us are absent, but only if this warranty had the specific purpose of safeguarding the customer against damages not arising on the delivery item as well as in the case of fraudulent concealment of defects.

For cases where our liability occurs, this also applies for our legal representatives and our vicarious agents or assistants. Unless otherwise agreed, contractual claims against us arising for the customer as a result of or in connection with the delivery of the goods shall become statute-barred one year after the passing of the risk. This deadline also applies to such goods which are used for a structure in accordance with their customary manner of utilisation and have caused the structure concerned to be defective. Our liability from intentional and grossly negligent breaches of duty or the expiry of statutory rights of recourse remains unaffected. The period of limitation shall not restart in the case of subsequent performance.

12. Place of Fulfilment, Place of Jurisdiction, Choice of Law, Safeguarding Clause

The place of fulfilment for all our deliveries and all return services on the part of the customer is Korntal-Münchingen (Germany).

Insofar as the customer is a businessman, a legal person under public law or a special fund under public law, our place of business (Korntal-Münchingen) is the place of jurisdiction. This also applies if the customer does not have a general place of jurisdiction in Germany at the time of the conclusion of the contract or transfers his residence or place of business abroad after conclusion of the contract or his usual place of abode is not known at the time of prefferal of charges. We are however entitled to also bring an action against our customer at his place of business.

The law of the Federal Republic of Germany shall apply exclusively particularly in relation to foreign customers. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Should one of the foregoing provisions be or become invalid or impracticable, the remaining provisions remain unaffected. The parties already undertake to replace the invalid or impracticable provision with one which comes as close as possible in a legally permissible manner to the economic objective pursued with the invalid or impracticable provision. This shall also apply in the event that the foregoing provision contains a loophole.