

General Terms and Conditions of Sales

1. General Informations

Our General Terms and Conditions of Sales apply to all - also future - contracts, supplies and other agreements. Contents of our confirmation of orders with the respective General Terms and Conditions of Sales or a confirmation letter are considered by the contracting party as approved, if not a written contradiction is received within one week against the confirmed. The contract comes off thus only by the forwarding of our written confirmation of orders.

Purchasing conditions of the buyer or contracting party are only then legally on us obligatorily if we them for the respective contract in writing recognized. At the latest with the distribution or receipt our General Terms and Conditions is considered to our confirmation of order as authorized.

Our General Terms and Conditions of Sales proceeds in each case opposing regulations of the contracting party and to apply, even if we contradicted such conditions not expressly.

Technical innovations and improvements in construction, dimensions, weight, material and form remain reserving expressly. This applies also to data in folders or catalogs. To that extent we are expressly entitled to changes and deviations also after sending off the confirmation of order.

For the materials, products, placed ready by us, design documents, forms and samples. Achievements, illustrations and other documents reserve ourselves we all commercial protection and property as well as copyrights. Such documents may only with our express permission be multiplied or passed on to third parties.

2.

Our contracting party commits itself expressly, all not general well-known obvious commercial and technical details, which admits to them by the business relation to us became to retain as professional secret.

3.

For the range and contents of the supply our written confirmation of order is relevant. Objections here must take place in writing through the contracting party immediately, latest 8 days from the date of issue counted. Later objections are legally not considered, it its, on our part was specified expressly to something else in writing.

Explanations delivered by our field representatives become only effective with entrance of our appropriate written confirmations.

During default of a sales contract we are entitled to make or however without any proof 25% of the agreed upon purchase price as payment of damages, actually developed, require either the damage valid, it is, the contracting party proves in writing a smaller damage.

4.

Our prices understand themselves, if not otherwise contractually regulated, ex factory, inclusive packing, without freight, customs duty and fees. The respective price to include the legal VAT.

Our prices understand themselves on the basis of at present valid price lists. If these should change up to the distribution of the order, we are entitled to compute an increase on basis of the new price lists.

5.

Payments are immediate to make at the latest within a month after sending off the invoice. Eventually discounts are stated on the invoice. A discount payment grant takes place on the net value then only if otherwise all open demands of the contracting party are settled.

All payments are to be made only to us. Achievements at field representatives without written authorization to collect do not relieve the relation to existing payment obligation. The contracting party fulfilled the obligation of the purchase price payment only then if the invoice amount dealt with one of our bank accounts.

Cheques and changes are only as payment accepted. The acceptance of changes presupposes their discountableness. Exchange costs and other costs, which develop in connection with the discounting of changes, go debited to the contracting party. One protests a change or a cheque of the contracting party, then all become our demands due against the contracting party immediately the payment.

During excess of the time fixed for payment we are entitled, without it requires one to that extent in delay setting, to compute interests at height of the credit interests usual in banking at least however such interest at a value of 3% over the respective rate of discount of the German Federal Bank.

The purchase price will possibly be accomplished immediately as such change coming in without consideration for the running time due, if

- a) enforcement measures against the contracting party, substantial delay of payment is present or however an unfavorable information over it is received.
- b) the contracting party of accounts receivable or goods extended to our retention of title expressly, to third for security conveyed, or third pawns however on.

In such a case of the entrance of immediate maturity we are entitled to deliver still pending supplies only against pre-payment into cash. Further we are legally put into the position to require the safe position of our demands off too. Entitled we are further, after setting an appropriate respite for withdrawing from the contract or for requiring however payment of damages because of default. We are also entitled to forbid to the contracting party each further sale of the articles supplied under retention of title as well as to take the commodity immediately again in possession. As far as we took goods back, on our part a so-called cancellation of the contract is present only if this were explained in writing by us. All costs arisen in connection with the cancelling go debited to the contracting party.

6.

Dates of delivery, times for delivery and delivery times understand themselves starting from our work. Possibly designated times for delivery and - dates are noncommittal for us, as far as they were not confirmed by a written promise.

Times for delivery or an agreed upon delivery time begin only after receipt all from the contracting party to complete remark documents placing. Times for delivery apply with the message of the so-called transit readiness as kept, if the goods without our blame cannot send in time.

For delayed or omitted supplies, which have been caused by our suppliers, we are not responsible.

Times for delivery extend by the period, with which the contracting party with the contribution of his obligation us was in relation to in the delay, for example necessary supply documents late sent.

We will only be, and in any case, be in default if we maturity on the written reminder of the contractor made by us solely to representing not set within a reasonable period of grace have done. Should the contractors because of our indebted delay damage, it is entitled to the exclusion of these further claims, a delay to demand compensation, the amount of which demonstrated to us in writing.

7.

Occur events, which prevent us from the supply, like higher force, strike, operational disturbances, scarcity of raw materials, war, dispatch barriers, interferences of national authorities or something similar circumstances, which we do not have to represent or which are not foreseeable for us, our supply obligation for the period of the duration of the existence of the cause of impediment is void. Among these events also in and export prohibitions, fuel lack, fire or difficulties with the power supply, traffic blockages rank and - disturbances and other circumstances, which are comparable and not of us need to be represented.

Such aforementioned events are also not represented by us if they arise during the run of a delay already occurred. The contracting party can demand the written explanation from us whether we want to supply within appropriate period or withdraw however from the contract. As far as by us within appropriate period an appropriate declaration was not made, the contracting party can withdraw for his part regarding the supply part not fulfilled yet from the contract.

If the supply becomes or however achievement completely impossible or unreasonable by the facts mentioned, we become free from the delivery obligation.

8.

The kind of dispatching and the further transport means are so far not otherwise in writing agreed upon to leave excluding our choice.

The goods announced ready for dispatch by us must be called up and/or fetched immediately, at the latest however within one period from 8 days. Other case one are legally into the position put we to dispatch the goods after own choice.

If the loading or reforwarding of the goods becomes from reasons, which do not go to our loads, retards, then we or our assigned ones are entitled, by no means obligated, to store at expense and danger of the contracting party and under exclusion of our adhesion the commodity after our discretion and to meet all to the preservation of the commodity to us for been suitable appearing measures and to place the goods as supplied to invoice moderate.

The danger turns into at the latest with the dispatch of the goods to the contracting party. This, even if partial deliveries to take place or on our part still different achievements, for example shipping charges or delivery and list were taken over.

We are entitled, legally however not obligated to insure supplies in the name and to be paid by the contracting party.

Further we are endeavored to bring a given order altogether to the dispatch; however the right is entitled to us to accomplish for the contracting party reasonable partial deliveries. Here each partial delivery is considered as independent business. Unloading the goods is thing of the contracting party and goes at his own expense.

9.

To written warranty regarding the characteristic of the goods the contracting party can appoint itself only if we delivered these expressly in writing it opposite. Data in leaflets and catalogs and other descriptions of article do not justify a characteristic warranty.

As far as the contracting party needs our goods for special purposes, is it obligates the special suitability to examine. The contracting party has to announce us in writing before this and to communicate above all the special purpose and to set us from the result of the special qualification test in knowledge.

For the condition contractual of the goods the time of leaving our enterprise is crucial. The contracting party is obligated to examine the supply article immediately after receipt. Notices of defect are to be raised immediately and must opposite in writing at the latest within 8 days after receipt have happened itself. This applies in particular to lack in the outside condition and regarding the entire and completeness of the goods delivery. The contracting party has to complain of transport damages in writing immediately in addition with the receipt of the goods the carrier opposite and be able it under simultaneous registration of claims for damages on the waybill to be certified. If the contracting party misses the procurement of that certificate, claims are not recognized on our part.

The contracting party has transport damage adjustments in the rest of direct with our insurer, whom we communicate immediately in writing after notice of loss, to adjust.

Other lack, which could be determined also with most careful examination of the goods not immediately, are immediately written after discovery of the error us opposite under exact indication of the lack and the time of the discovery to notice to defect.

10.

Requirements for lack as such fall under the statute of limitations at the latest one month after written rejection of the notice of defect by us.

Warranty claims of the contracting party forfeited, if it treated, worked on the delivery goods inappropriately or without our agreement third for rework left.

The time of the guarantee begins with the invoice date at the earliest however with the day of the passage of the risk on the contracting party. A maintenance or a replacement does not interrupt the expiration of the guarantee. For lack of the goods incl. the absence of assured characteristics we carry out six months guarantee. For replacements and rework the period of warranty amounts to likewise 6 months; it runs however at least up to the expiration of the original warranty for the goods article.

For stranger certifications our liability is limited first only to the transfer of the liability claims, which we possess against the supplier of the stranger certification. We commit ourselves to give to the contracting party all information necessary for its pursuit of the requirements and to leave in particular documents and detail documents, as far as these are present. This adjustment does not refer in the cases, in which we ourselves caused the lack.

Our warranty engagement causes that our supplied goods are used with consideration of the operating instructions or the relevant installation requirements and exact considering our instructions and installed also perfectly if necessary. Our warranty expires, so far in writing indicated lack in causal connection with an inappropriate change, a treatment or an other treatment stands. For damage, which is to due to use-conditioned wear, natural wear or excessive demand, unsatisfactory maintenance, an effect by force, neglect of our manuals or incorrect use, and/or wrong operations, we do not take over liability.

A warranty for defects on our part, separates further if at the goods article interferences or changes were made, which do not come from our assigned ones. The guarantee taken over by us refers only to those parts of the goods, those as can be prove due to material or factory defects defectively and is limited to free replacement or repair. We are also entitled alternatively to replace the reduction in value. Apart from indemnification or repair we do not take over further obligations, in particular not concerning so-called replacing or freight charges.

The contracting party has to grant us the opportunity to be able to convince us of the reprimanded lack locally or by an assigned one used by us.

After cheap discretion as repair measures and replacements necessarily which can be judged of us are made, as far as the contracting party granted us after appropriate information the necessary time and opportunity. This applies also regarding our desire on assigned one which can be used. We are entitled to require of the contracting party the employment from auxiliary workers to.

If the execution of the defect removal work is impossible, and/or is the lack after two rework attempts on our part or after twice spare delivery and after one afterwards by the contracting party set appropriate respite, connected with a refusal threat, not eliminated, then the contracting party can make reduction or transformation valid. Claims for damages are entitled to the contracting party only if resolution or rough negligence is given on our part.

We do not take over liability for such damage, which did not develop directly at the delivery article. This refers also to so-called consequential damages of any kind, if us intention or rough negligence also here is not to be charged or the so-called characteristic warranty seizes a so-called lack damage risk.

As far as in writing nothing else regulated, are requirements in particular regarding so-called product errors from bad action, positive demand injury and being to blame for with contract conclusion as well as with impossibility and inability impossible excluded, if us not again intention or rough negligence is to be charged and the contracting party does not make the requirements in writing valid within the guarantee period.

With so-called foreign makes are further requirements expressly excluded, in particular because of so-called production error, which has to represent excluding the manufacturers. We transfer however to that extent our requirements, which we possess against the respective manufacturer or the previous supplier, to our contracting party after its written request.

The effective disclaimer on our part covers practices of performance of our employees or agents action.

11.

The entire delivery commodity remains up to their complete payment our property. On our part if still further demands exist against the contracting party, then our retention of title exists so long away, until also these are erased.

The contracting party may only connect or to other things convert the delivery goods with other things, if there are no rights of third parties (like transfers by way of security, pledge rights...) are loaded.

If we lose the property at our delivery commodity by connection with another or however processing to a new thing, we become joint owners of the thing in the relationship of the purchase price of our delivery commodity to the value of the new thing, formed again by connection or processing. The contracting party keeps the new thing for us free of charge up.

The contracting party may sell the delivery goods (so-called reservation goods) in the normal course of business, if it did not retire its requirements from the sale before on third or these requirements are in any way loaded. He retires already all to us its requirements from the sale at height of the demand for security. As far as our requirements at the reservation commodity collide with rights of other suppliers, the transfer is considered as proportionately according to our joint ownership right effected. Due to the assignment of future claim detailed payments the contracting party may keep first only for us separately and only for the repayment of our demands use.

If the value of our collateral exceeds our demands around more than 20%, then we release the exceeding collateral on written demand.

With delay of payment of the contracting party all become immediately due our existing requirements. We can forbid the subsequent treatment, the connection with other things or in particular the sale of the reservation commodity to it. We are also entitled to fetch the so-called reservation commodity. The contracting party is not to that extent at the reservation commodity right at possession. The contracting party has to communicate us immediately on demands, at whom it sold the reservation commodity and who makes rights valid to it.

12.

Goods, which were duly ordered and supplied by us, are not taken back in principle by us. If we decide on our part however in exceptional cases to a cancelling, we recompense perfect and unused goods material with 70% of the net invoice amount deducted of our developed displays for freight, transport damages etc.

13.

The partial correctness of individual clauses of this contract does not entail the nullity of the entire contract between us and our contracting party. An invalid regulation has to be replaced on our part in such a way to formulate new or how it results from the sense of the legally permissible regulations.

14.

To our contractual relation applies excluding German right. This has also opposite that validity, which are responsible for the obligation of our contracting party.

15.

Place of delivery for all our obligations from the present contract (payment and supply) is, as far as something else one did not agree upon in writing, the seat of our company in 91522 Ansbach. Area of jurisdiction for all disputes from a contractual relation with our contracting party are the district court/land court Ansbach. Also the authorization exists on our part to sue the contracting party at its general area of jurisdiction.

16.

The authorization exists to use in the framework or in connection with our business relations received data on our part over the contracting party, all the same whether this from it or from third comes, to the extent permissible after Federal Law for Data Protection.

January 2008

This "General Terms and Conditions of Sales" is a translation into English language. Only our German General Terms and Conditions of Sales are valid.