

## General Terms and Conditions

### 1. Area of Applicability

1.1 The following General Terms and Conditions apply to all business relationships between us and the Customer. Customers within the meaning of these Terms and Conditions are only business people. Business people within the meaning of these Terms and Conditions are natural persons or legal entities or partnerships with legal capacity who, when concluding the legal transaction, are functioning in their commercial or freelance professional capacity.

1.2 Any deviating, contradictory or supplementary general terms and conditions are not constituent part of the contract, even if we are aware thereof, unless their validity has been expressly approved in writing.

### 2. Conclusion of Contract and Basis of Contract

2.1 Offers are subject to change. Contracts arise only after our written order confirmation. Verbal agreements, in particular ancillary or supplementary agreements made by phone, are only valid if they have been confirmed by us in writing. No response to subsequently expressed desired for changes or supplements means they are denied.

2.2 Depictions, drawings, information about measurements, functions, program sequences, weights, DIN standards, and other performance data in brochures and other printed matter are approximate values with a descriptive character. They are only binding if this is expressly agreed in writing.

### 3. Delivery, Delivery Period, and Acceptance

3.1 Partial deliveries are allowed insofar as reasonable for the Customer and can be invoiced separately.

3.2 Delivery periods begin with dispatch of the order confirmation, but not before all the details of the execution have been clarified. They are prolonged for the period during which the Customer is to make an advance payment.

3.4 A force majeure or unforeseeable event or one for which we are not culpable that significantly impedes a delivery or makes it impossible - in particular unrest, strikes, lock-outs, import or export restrictions, fires, accidents, loss of labor, machine breakdowns, subsequently arising shortages of materials, and other operational disturbances at us or our suppliers - entitle us to postpone delivery after announcement to the Customer for the duration of the impediment or withdraw from the contract in whole or part. The Customer can demand a declaration of whether we wish to withdraw or deliver. If we fail to make a declaration or if the delay lasts longer than 6 weeks, the following section 3.4 applies in an analogous manner.

3.5 If we are in arrears with the delivery, the Customer is entitled to withdrawal if he has already set in writing a grace period of at least two weeks together with the announcement that he will withdraw from the contract after the period expires. If the object of delivery consists of multiple units, then the right to withdrawal is limited to the units that are not delivered within the bindingly agreed delivery period and grace period insofar as the partial performance is not without interest for the Customer.

3.6 If the Customer unjustly refuses acceptance of the object of delivery or if the delivery is delayed for reasons for which he is responsible, we are, without prejudice to additional or other claims, entitled after fruitless expiry of a reasonable grace period to be set by us, to dispose of the goods in another manner - also freehand - and demand damages from the Customer (e.g. lost profit, additional costs, exchange rate losses).

3.7 The Customer may not refuse acceptance of the object of delivery or independently usable parts thereof if any present defect does not significantly impair use of the object of the delivery and we have recognized our duty to rectify defects.

### 4. Shipping and Transfer of Risk

4.1 Deliveries take place for account by the Customer insofar as nothing else is agreed. Insofar as nothing else is agreed, we shall conclude a shipping insurance policy in the name of and at the expense of the Customer.

4.2 The risk of accidental loss and deterioration is transferred to the Customer as soon as the object of delivery has been handed over to the person conducting the shipping, at the latest, though, when it leaves our dispatch warehouse. This also applies in the event of carriage-paid shipping.

4.3 If the shipment is delayed upon request of the Customer or as a consequence of circumstances for which we are not responsible, the transfer of risk takes place upon announcement to the Customer of readiness to ship.

### 5. Warranty

5.1 The Customer must make written notice of obvious defects without delay after delivery and hidden defects without delay after their discovery.

5.2 We are entitled to rectify defects according to our choice by means of subsequent improvement or replacement delivery. Should the rectification of the defect fail within a reasonable grace period of at least two weeks to be set by the Customer in writing, the Customer is entitled to demand, according to his choice, reduction in the purchase price or rescission of the Contract.

5.3 If the subsequent improvement takes place upon request of the Customer at a place other than that where the first delivery of the object of delivery was made, then thereby arising additional expenses, in particular for labor, shipping, and travel expenses, are to be reimbursed at our standard rates as applicable at the time the work is done.

5.6 All warranty claims become time-barred 12 months after delivery insofar as the defect was not fraudulently hidden.

5.7 The assignment of any and all warranty claims of the customer to a third party is excluded.

### 6. Retention of Title

6.1 Until fulfillment of all receivables and claims including all balance claims from current account and any claims to release from liability risks or payables assumed upon desire of the Customer - regardless of legal basis - for example from bills of exchange - the following securities will be granted to us, which we will release according to our choice upon request of the Customer to the extent that they exceed the value of our claims by more than 20% in a sustained manner.

6.2 All objects of delivery delivered by us remain our property (good subject to retention of title). Processing or transformation takes place for us as the manufacturer without duties thereby arising for us. If the processing or transformation takes place with objects that do not belong to us or if the goods subject to retention of titles are inseparably joined to or mixed with other objects, we acquire co-ownership of the new or unified object in the relationship of the invoice value of our object of delivery to the invoice value or, for lack thereof, current value of the other objects at the time of the combining, mixing, or processing.

6.3 The Customer is entitled to sell the goods subject to retention of title in the course of regular business as long as he is not in arrears towards us, he has not ceased making payments, and no suit for opening of bankruptcy or settlement proceedings has been filed. The Customer is not

entitled to other disposals of the object of delivery (assigning as a securing, pledging, etc.). The claims arising from further sale or with another legal basis (insurance benefits, claims from tortious acts, etc. including all balance claims from current accounts) are now assigned by the Customer to us as a precaution (to the extent to which we are entitled merely to co-ownership: proportionately in the amount of the proportionate ownership). The Customer is authorized in a revocable manner until further notice to collect the claims assigned to us on our account in his own name. We are entitled to revoke the authorization if the Customer fails to fulfill payment duties. In this case, the Customer is obligated to inform us of the assigned claims, give us all information necessary for collecting the claims, and report the assignment to the debtor.

6.4 The Customer shall store the goods subject to retention of title for us at no charge, keep them in orderly condition, and insure them in the scope incumbent upon a diligent merchant. In the event of third party seizure to the goods subject to retention of title, the Customer will make notice of our (co-) ownership, immediately object to the seizure, and inform us without delay. The Customer shall bear the expenses for defense against the seizure. The Customer is obligated to grant us a look at his bookkeeping insofar as this is relevant to the exercise of our rights.

6.5 In the event of actions of the Customer in breach of contract, in particular payment arrears, we are entitled to demand immediate handover of the goods subject to retention of title without the Customer having a right of retention, to enter the business premises of the Customer, to collect the goods subject to retention of title, and, as the case may be, demand assignment of rights of handover of the Customer against third parties. The claiming of our rights, in particular taking back or seizure of the goods subject to retention of title, is not considered withdrawal from the Contract insofar as the German Consumer Credit Act (*Verbraucherkreditgesetz*) is not applicable.

### 7. Prices and Conditions of Payment

7.1 Insofar as nothing else is agreed, our prices net ex emtec warehouse in the currency listed in the offer without shipping, postage, customs, and insurance, and not including the respectively owed value-added tax and shipping insurance to be included at the expense of the customer.

7.2 The invoice amount is due for payment within 30 days of the invoice date without any deductions whatsoever. If acceptance is delayed for reasons for which we are not responsible, the agreed price is immediately due for payment.

7.3 Bills of exchange and checks are accepted on account of performance. We do not waive the rights arising from payment arrears or impending payment arrears of the customer on account of the acceptance of bills of exchange or checks.

7.4 We are entitled to apply incoming payments first to the oldest debt, even if the Customer makes a different instruction. If the Customer is to pay interest and expenses in addition to the main claim, incoming payments will be applied first to expenses, then interest, and then the main claim regardless of deviating instructions of the Customer.

7.5 Set off and claims of retention on the part of the Customer against claims which we do not recognize or which have not been established by court of law are excluded.

7.6 If the Customer culpably fails to fulfill his duties from this Contract, in particular duties of acceptance or payment duties, or if we become aware that the financial situation of the Customer has significantly worsened since conclusion of the Contract, in particular if an application has been filed for bankruptcy or settlement proceedings against the assets of the Customer, then all claims from the ongoing business relationship become due for payment immediately, also to the extent that checks or bills of exchange become due later. In this case we are also entitled to demand pre-payments and securities.

### 8. General Limitation of Liability

8.1 For damages and reimbursement for futile expenses (section 284 of the German Civil Code [*BGB*]) on account of the breach of contractual or non-contractual duties (e.g. on account of arrears or tortious acts), we are only liable in the event of intention or gross negligence, on account of the culpable injury to life, limb, or health, on account of fraudulently hiding a defect, or when a guarantee for characteristics has been assumed, or for claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz*). Beyond that, we are liable for the breach of cardinal contractual duties in cases of simple negligence. Cardinal contractual duties are those duties that protect the legal positions of the ordering party that are material to the contract that the contract is to protect pursuant to its contents and purpose. Furthermore, those contractual duties are also material that must be fulfilled for the Contract to be executed in the first place and in the fulfillment of which the ordering party regularly trusts and may trust. In this case, though, our liability is limited to damages sensibly foreseeable and typical of the Contract at the time the Contract is concluded. The provisions above apply in the same scope to our assistants and agents. The provisions above are not connected to a change in the burden of proof to the disadvantage of the Customer.

8.2 Insofar as nothing else is agreed, contractual claims that arise for the buyer against us on account of or in conjunction with the delivery of the goods become time barred one year after delivery of the goods insofar as they do not include reimbursement for damages to limb or health or typically foreseeable damages or those on account of intention or gross negligence of the seller. Our liability for intentional and grossly negligent breaches of duty and the time-barring of statutory rights of recourse are not affected by this. The time-barring period is not reset in the event of subsequent fulfillment.

### 9. Trade Mark Infringements

9.1 If a third party makes claims against the Customer on account of a breach of industrial property rights (e.g. patents) on account of the use of the goods/services handed over and the use thereof is compromised or prohibited by this, we will, according to the choice of the Customer and at our expense, either change or replace the agreed goods/services so that they no longer breach the industrial property right but still materially corresponding to the agreement performance in a manner reasonable for the Customer, or release the Customer from licensing fees paid to the holder of the industrial property rights or third party. If we are not successful in doing so under reasonable conditions, we will take back the goods/services and refund the paid remuneration with deduction of an amount reflecting the time they were used; in this case the Customer is obligated to return the goods/services.

9.2 The prerequisites for liability pursuant to the section above is that the Customer informs us without delay of the third-party claims, does not recognize the asserted breach of property rights, and conducts any and all confrontations, including any out-of-court settlements, only with our understanding. If the Customer ceases use in order to mitigate damages or for other important reasons, he is obligated to inform third parties that the discontinuation of use is not a recognition of any breach of industrial property rights.

9.3 To the extent that the Customer is responsible himself for the breach of industrial property rights, claims are excluded.

9.4 Further going claims of the Customer on account of infringement of industrial property rights of third parties are excluded pursuant to the stipulation of section 8.1.

#### 10. Software

10.1 Insofar as nothing else is agreed in writing, programs will be handed over in machine-readable form. Reverse engineering of the program into the source code, in particular with the help of debugging programs, is not allowed.

10.2 Programs and document are only intended for use internally by the Customer with products which we have delivered. Copies may only be used for backup and archival purposes or for troubleshooting with inclusion of the copyright notice of the original copy. The Customer is to ensure that programs, documentation, and duplications thereof are not made accessible to third parties without our permission.

10.3 Pursuant to the current state of the art, software errors cannot be excluded. In the even of defects that significantly impair use of the software, the conditions named in section 5 apply.

#### 11. Proof of Export, Value-Added Tax

11.1 If a buyer with offices outside of the Federal Republic of Germany (foreign customer) or his agent pick up, ship, or send the goods into the European Union or a third country, the buyer is to provide to us the proof of export needed for tax purposes.

If this proof is not provided, the buyer is to pay the value-added tax applicable to the invoiced amount in Germany for the executed delivery/service insofar as we cannot claim tax freedom for the exports.

11.2 In the event of deliveries from the Federal Republic of Germany into other EU member states, the buyer is to provide us with his value-added tax ID number used for tax purposes within the EU.

Otherwise, he is to pay the value-added tax we owe in addition to the agreed purchase price.

#### 12. Final Provisions

12.1 German law is applicable. The application of the CISG is excluded.

12.2 Leipzig is the place of fulfillment.

12.3 The legal venue for disputes arising from this Contract - including actions on checks and bills of exchange - is Leipzig. However, we are also entitled to file suit against the Customer at its general legal venue.

12.4 The invalidity of individual provisions does not affect the validity of the remaining provisions.

12.5 No oral ancillary agreements have been concluded. Ancillary agreements, changes, or addenda to these provisions require the written form.

12.6 In the event of ambiguities or contradictions between the German version and the English translation, the German version is authoritative.

Translation from the German Language