

General Terms and Conditions of Purchase and Sale

Our General Terms and Conditions of Purchase listed under Part A shall apply to all purchases made by us. Our General Terms and Conditions of Sale listed under Part B shall apply to all sales and deliveries made by us.

Part A: General Terms and Conditions of Purchase (GTCP)

Section 1 Scope

(1) Our General Terms and Conditions of Purchase (hereinafter: "GTCP") shall apply exclusively to all business relationships with our Suppliers. We shall not acknowledge any of the Supplier's terms and conditions in conflict with or deviating from our Terms and Conditions of Purchase, unless we have expressly consented to their applicability in writing. Our Terms and Conditions of Purchase shall in particular also apply, should we unreservedly accept the Supplier's delivery in full knowledge of the Supplier's terms and conditions in conflict with or deviating from our Terms and Conditions of Purchase. The GTCS shall only apply should the Purchaser be an entrepreneur (Section 14 of the German Civil Code [BGB]), a legal person under public law or special fund under public law.

(2) The GTCP shall apply in particular to contracts regarding the sale and/or delivery of movable property (hereinafter also: commodity), irrespective of whether the Supplier manufactures the commodity internally or purchases said commodity from component suppliers (Sections 433, 651 BGB).

(3) All agreements between ourselves and the Supplier for the purpose of contract execution shall be recorded in writing. Oral amendments, supplements or ancillary agreements shall only apply should we confirm them in writing.

(4) Legally relevant statements and notifications, which the Supplier is required to submit to us after contract conclusion (e.g. setting of deadlines, reminders, notice of withdrawal), shall require the written form in order to be valid.

(5) Should framework agreements concluded by us with Suppliers contain deviating agreements, the latter shall have priority.

(6) References to the applicability of statutory provisions shall be for the purpose of clarification only. Even in the absence of such a clarification, the statutory provisions shall thus apply, unless they have been directly amended or expressly excluded in these GTCP.

Section 2 Order

(1) We shall be free to revoke our order up until the written confirmation of order from the Supplier or – should such not be given – up until the delivery. We may amend or cancel erroneous orders via written statement; we shall be liable for any breach of faith caused to the Supplier up to this date.

(2) We shall designate the delivery items in our order in compliance with the Supplier's offer. The Supplier shall be obligated to immediately examine whether our specifications in the order are correct and comprehensible. In case of doubt, the Supplier shall immediately submit an inquiry to us. The Supplier shall point out obvious errors (e.g. typing errors and

miscalculations) and omissions in the order, including the order documents, to us for the purpose of correction or completion prior to acceptance; the contract shall otherwise be deemed to have not been concluded.

(3) The Supplier shall immediately confirm every order by written confirmation of order.

Section 3 Prices

(1) The price posted in the order shall be binding (fixed price).

(2) In the absence of any deviating written agreement, the price shall include all the performances required for the procurement and delivery of the delivery items, as well as all the performances cited in our Terms and Conditions of Purchase, in particular also including packaging and delivery free place of receipt (pursuant to Section 5 (1)), including insurance, taxes, customs duties and other ancillary costs.

(3) The statutory value added tax shall be posted separately.

Section 4 Production

(1) The Supplier may only forward the order to third parties with our prior written consent. The Supplier shall assume the same liability for component supplies and performances by subcontractors as it does for its own deliveries and performances.

(2) The Supplier shall inform us in writing in advance of technical changes to the delivery item or in the production workflows. Should such changes lead to unsuitability of the delivery item for us or should they be unreasonable for us for other reasons, we may object to the change. Should the Supplier thereupon adhere to the change, we shall then be entitled to withdraw from the contract.

(3) In the event of difficulties in production on the Supplier's part, we shall be entitled to request the immediate return of the tools provided to the Supplier by us in terms of Section 12 (5).

(4) Should the Supplier have reservations as to whether the ordered delivery items are suitable for the intended use, it shall immediately communicate such reservations.

Section 5 Delivery

(1) Unless otherwise agreed in writing, the delivery shall be made free place of delivery cited by us (place of receipt). Should the place of receipt not be specified and nothing has been otherwise agreed, the delivery shall be made to our technology centre located at Robert-W.-Kemper-Str.6, 14167 Berlin. The place of receipt is also the place of fulfilment. It shall be the Supplier's responsibility to take out adequate insurance against transport damage at its own expense.

(2) The Supplier shall enclose a delivery note in the amount specified by us in the order with every delivery. In addition to the customary specifications (e.g. designation of the delivery item, quantity, dimensions, weight, packaging, etc.), the delivery note shall also include the order number, order date and cost unit specified by us in the order. The aforementioned data shall also be entered on bills of lading and other shipping documents. In the absence of precise specifications in the delivery note or in other shipping documents, we shall not be responsible for any processing and payment delays.

(3) The Supplier shall deliver the delivery items with the current version of all the required documents (e.g. instructions for use, spare parts lists, test documents, material safety data sheets, etc.) and, in the event of cross-border deliveries, with the required customs documents as well.

(4) Should the delivery need to be made to a location other than our place of business pursuant to our specification of the place of receipt (e.g. building site) or to another recipient, the Supplier shall immediately transfer a copy of the delivery note received by the recipient to us.

(5) If and to the extent that the delivery is subject to the legal terms and conditions relating to the transport of dangerous goods by land, sea or air, the Supplier shall be obligated to enclose a certification (declaration of responsibility) with the delivery at its own expense in accordance with such provisions of law.

(6) The Supplier shall be obligated to take back the packaging at its own expense and to introduce it into the economic cycle pursuant to the legal requirements.

(7) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Supplier must expressly offer us its performance, even if a defined or definable date in the calendar has been agreed for an action or any assistance on our part (e.g. provision of materials).

Should we be in default of acceptance, the Supplier may request reimbursement of its additional costs according to the statutory provisions (Section 304 BGB). Should the contract relate to a non-fungible item to be manufactured by the Supplier (custom-built product), the Supplier shall be entitled to more extensive rights, should we have undertaken to assist and should we be responsible for the omission of assistance.

Section 6 Delivery period

(1) The delivery period specified in the order shall be binding. Should the delivery period not be specified in the order and not be otherwise agreed either, it shall be 2 weeks as of the date of contract conclusion. The ordered delivery items and the associated documents pursuant to Section 5 must have been received at the specified place of receipt on the agreed delivery dates.

(2) The Supplier shall be obligated to immediately inform us in writing – in advance by fax, e-mail or telephone – specifying the probable period of delay, should circumstances occur or become apparent to it, which make compliance with the stipulated delivery period infeasible.

(3) In the event of a default in delivery, we shall be entitled to the statutory rights (including withdrawal and damage compensation). It is hereby pointed out to the Supplier that, due to the specific terms and conditions on our building sites, its default in delivery may cause considerable consequential damage, in particular due to delay in the building performances.

(4) Should the Supplier be in default, we may request a contract penalty of 1% of the net price for each completed calendar week, but no more than a total of 5% of the net price of the commodity delivered late. We shall be entitled to request the contract penalty in addition to the fulfilment and as a minimum amount of any damage compensation owed by the Supplier according to the statutory provisions; this shall not affect the assertion of any further damage claim. Should we accept the delayed performance, we shall impose the contract penalty no later than in the final payment.

(5) Deliveries prior to the agreed date shall require our written consent.

Section 7 Invoices

(1) The Supplier shall issue the invoice in the amount cited in our order after every completed execution of order. In addition to the order number, every invoice shall include the specifications cited in Section 5 (2). The Supplier shall be responsible for all consequences resulting due to non-compliance with these stipulations, unless it proves that it is not at fault.

(2) In the event of irregular invoices, the payment deadlines pursuant to Section 8 shall be suspended until such time as the invoice deficiency has been eliminated.

Section 8 Payments

(1) Unless otherwise agreed in writing, we shall pay with 3% cash discount within 14 days, calculated as of the delivery and receipt of invoice, or net within 30 days of delivery and receipt of invoice, in the means of payment of our choice.

(2) We shall not owe any maturity interest. The annual default interest will be 5 percentage points above the base rate. The statutory provisions shall apply to the occurrence of our default, whereas a written reminder from the Supplier shall be required in each case, by way of derogation from such provisions.

(3) In the event of delivery and receipt of invoice prior to the agreed delivery period, the payment deadlines shall be calculated as of the agreed delivery period.

(4) Our payment shall not be linked to any acknowledgement of the delivery as being contract-compliant.

(5) We shall be entitled to rights of offsetting and retention within the legal scope.

(6) Any offsetting of the Supplier with counterclaims or the assertion of the right of retention due to such counterclaims shall be excluded, except when the counterclaim has either been legally determined or is uncontested.

(7) The assignment of any of the Supplier's claims asserted against us to third parties shall be excluded, except when we have consented in writing prior to the assignment.

Section 9 Examination of defects – liability for defects

(1) The statutory provisions (Sections 377, 381 German Commercial Code [HGB]) shall apply to the commercial duty to examine and report defects, with the following proviso: Our duty to examine shall be restricted to visually identifiable defects, which come to light during our incoming goods inspection, including the delivery notes, as well as during our quality inspection by way of the random sampling procedure (e.g. transport damage, incorrect and short delivery). Should an acceptance be agreed, there shall be no duty to examine. Apart from that, it shall depend on the extent to which an examination is feasible in the regular course of business, taking into account the circumstances of the individual case. This shall not affect our duty to report defects discovered later. In all cases our objection (notification of defect) shall be considered immediate and in due time, should it be received by the Supplier within 5 working days.

(2) We shall be entitled to unabridged legal claims for defects. In any case, we shall be entitled to request elimination of defect or delivery of a new item from the Supplier at our discretion. The right to damage compensation, in particular to damage compensation instead of performance, shall remain expressly reserved.

(3) At the Supplier's expense, we shall be entitled to eliminate the defect ourselves or to have it eliminated by third parties in cases of imminent danger, of particular need for urgency or where a deadline set for the Supplier to eliminate the defect has elapsed fruitlessly.

(4) In deviation from Section 442 Par. 1 Clause 2 BGB, we shall also be unrestrictedly entitled to claims for defects, should we have remained unaware of the defect at the time of contract conclusion as a result of gross negligence.

(5) The costs expended by the Supplier for the purpose of inspection and rectification (including possible removal and installation costs) shall be borne by the latter, even if it transpires that no defect actually existed. Our liability for damage compensation shall remain unaffected in the event of unjustified requests for elimination of defect; however, we shall only be liable in this respect should we have recognised or been grossly negligently in failing to recognise that no defect existed.

(6) The statute of limitation is 30 months, calculated as of the transfer of risk.

Section 10 Product liability – indemnification – third-party insurance protection

(1) Should the Supplier be responsible for any product damage, it shall be obligated to indemnify us against third-party damage compensation claims at first request, inasmuch as the cause lies within its sphere of control and organisation and it is liable in relation to third parties itself.

(2) The Supplier undertakes to maintain an extended product liability insurance and, on request, to prove the insurance coverage to us by presenting either the policy or an insurance confirmation. Should we be entitled to more extensive damage compensation claims, these shall remain unaffected.

Section 11 Property rights

(1) The Supplier shall ensure that no third-party rights within the Federal Republic of Germany are violated in association with its delivery.

(2) Should any third-party claims be asserted against us due to such violation, the Supplier shall be obligated to indemnify us against such claims at first written request. We shall not be entitled to reach any agreements whatsoever with the third party without the Supplier's consent, and we shall in particular not be entitled to reach a settlement.

(3) The Supplier's duty to indemnify shall relate to all expenses, which we necessarily incur arising from or in association with the claim asserted by a third party.

(4) The statute of limitations is ten years, calculated as of the contract conclusion.

Section 12 Our reservation of ownership – parts – tools – documents

(1) Should we provide the Supplier with parts, we shall reserve the ownership thereof (conditional commodity). Any processing or conversion implemented by the Supplier shall be on our behalf.

(2) Should our conditional commodity be processed with other items not belonging to us, we shall acquire the joint ownership of the new item in the ratio of the value of our conditional

commodity (purchase price plus value added tax) to the other processed items at the time of processing.

(3) Should our conditional commodity be inseparably comingled with other items not belonging to us, we shall acquire the joint ownership of the new item in the ratio of the value of the conditional commodity (purchase price plus value added tax) to the other comingled items at the time of comingling. Should the comingling ensue in such a way that the Supplier's item is to be viewed as the main item, it shall be considered as agreed that the Supplier transfers proportionate joint ownership to us. The Supplier shall safeguard the sole ownership or the joint ownership on our behalf.

(4) Should the security rights to which we are entitled pursuant to Section 12 (1) to (3) exceed the purchase price of all our not yet paid conditional commodities by more than 10%, we shall be obligated, at the Supplier's request, to release the security rights of our choice.

(5) We shall reserve ownership of any tools, production facilities, moulds and test devices belonging to us and provided to the Supplier (hereinafter designated collectively as tools). The Supplier shall be obligated to use our tools solely for the manufacture of the commodities we have ordered. At its own expense, the Supplier shall be obligated to insure our tools at the reinstatement value against damage caused by fire, water and theft. At the same time, the Supplier hereby assigns all compensation claims arising from this insurance to us; we hereby accept the assignment. The Supplier shall be obligated to keep our tools in safe custody and to promptly implement any required maintenance and inspection work, as well as all servicing and repair work to our tools at its own expense. It shall notify us immediately of any disruptions. Should it culpably fail to comply with this duty, this shall not affect any damage compensation claims.

(6) We shall reserve rights of ownership and copyrights to all illustrations, drawings, computations, samples, models and other documents provided to the Supplier by us. They shall be used solely for the production on the basis of our order.

(7) After executing the order, the Supplier shall return all tools pursuant to Section 12 (5), as well as all illustrations, drawings, computations, samples, models and other documents to us unbidden and immediately, except when we consent in writing to them remaining on the Supplier's premises for the time being. Any right of retention with regard to these items on the Supplier's part shall be excluded.

Section 13 Supplier's reservation of ownership

(1) Even in the event of a reservation of ownership on the Supplier's part, we shall be entitled to dispose of the delivery items subject to reservation of ownership, in particular to sell, combine, comingle or process them, during the ordinary course of business.

(2) If and to the extent that the Supplier has linked its reservation of ownership to an advance assignment, it may only disclose the latter to third parties should we not have contested its claim and not have performed, despite a period of grace of at least four weeks.

Section 14 Confidentiality

(1) The business relationship between ourselves and the Supplier shall be subject to confidentiality. The Supplier shall, in particular, refrain from providing either its delivery to us or the projects supervised by us as a reference without our prior consent.

(2) The Supplier shall be obligated to maintain strict confidentiality regarding all received tools pursuant to Section 12 (5), illustrations, drawings, computations, samples, models and other documents, as well as other items and information. They may only be disclosed to third parties with our express written consent.

(3) The duty to maintain confidentiality pursuant to Section 14 (2) shall also apply to items, which the Supplier has produced with the aid of illustrations, drawings, computations, samples, models or other documents provided by us.

(4) The duty to maintain confidentiality shall also apply beyond the processing of this contract. It shall expire if and to the extent that production know-how contained in the documents provided has become known to the general public.

Section 15 Choice of law – place of jurisdiction – place of fulfilment

(1) German law applies.

(2) Should the Supplier be a merchant, our place of business shall be place of jurisdiction. We shall, however, be entitled to file suit against the Supplier at the court of its place of residence or at the place of fulfilment as well.

(3) Unless otherwise stated in the order, the location of the place of receipt is the place of fulfilment.

Section 16 Severability Clause

Should one or more provisions in these Terms and Conditions of Purchase be invalid or void, this shall not affect the validity of the remaining provisions. The same shall apply to gaps.

Part B: General Terms and Conditions of Sale (GTCS)

Section 1 Scope

(1) Our General Terms and Conditions of Sale (GTCS) shall apply to all business relationships with our Customers (hereinafter: "Purchaser"). The GTCS shall only apply should the Purchaser be an entrepreneur (Section 14 German Civil Code [BGB]), a legal entity under public law or a special fund under public law.

(2) Our GTCS shall apply in particular to contracts regarding the sale and/or delivery of movable property (hereinafter also: commodity). This shall apply irrespectively of whether we manufacture the commodities internally (Section 651 BGB) or purchase said commodities from component suppliers (Section 433).

(3) Our GTCS shall apply exclusively. Conflicting, deviating or supplementary General Terms and Conditions of Business of the Purchaser shall only become an integral component of the contract if and to the extent that we have expressly consented to their applicability.

This shall in particular also apply, should we unreservedly deliver to the Purchaser in full knowledge of its General Terms and Conditions of Business.

Should any doubts remain with regard to the content and scope of such General Terms and Conditions of Business of the Purchaser in conflict with, deviating from, or in supplement to our GTCS, the present form of our GTCS shall apply.

(4) Individual agreements reached with the Purchaser in individual cases (including ancillary agreements, supplements and amendments) shall in any case have priority over these GTCS. A written contract or our written confirmation shall be the decisive criterion for the content of such agreements.

(5) Legally relevant statements and notifications, which the Purchaser is required to submit to us after contract conclusion (e.g. setting of deadlines, notifications of defect, notice of withdrawal or reduction), shall require the written form in order to be valid.

(6) References to the applicability of statutory provisions shall be for the purpose of clarification only. Even in the absence of such a clarification, the statutory provisions shall thus apply, unless they have been directly amended or expressly excluded in these GTCS.

Section 2 Materialisation of contract

(1) Our offers shall be subject to confirmation and non-binding, unless a commitment to the offer is expressly made in the confirmation of order. This shall also apply should we have provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, computations, calculations, reference to DIN norms), other product descriptions or documents, including those in electronic format, to which we reserve rights of ownership and copyrights.

(2) Any ancillary agreements, retroactive supplements or other amendments to the order shall require our written confirmation.

(3) The order of the commodity by the Purchaser shall be considered as a binding contract offer. Unless otherwise stated in the order, we shall be entitled to accept this contract offer within 3 week of receipt thereof.

(4) The acceptance may be stated either in writing (e.g. via confirmation of order) or by delivery of the commodity to the Purchaser.

Section 3 Delivery period and default in delivery

(1) The delivery period shall be individually agreed or specified by us upon acceptance of the order. Should this not be the case, the delivery period shall be approx. 4 weeks as of contract conclusion.

(2) Should we be unable to comply with binding delivery periods for reasons which are not attributable to us (non-availability of the performance), we shall immediately inform the Purchaser of this and communicate the probable new delivery period at the same time. Should the performance still be unavailable within the new delivery period, we shall be entitled to withdraw from the contract, either fully or partially; we shall immediately reimburse any counter-performance already rendered by the Purchaser. Considered as a particular case of non-availability of the performance in this sense shall be the unpunctual self-delivery by our component supplier, should we have concluded a congruent hedging transaction, should neither we nor our component supplier be at fault, or should we not be obligated to procure in an individual case.

(3) Should in the cases of Section 3 (1) and (2) an act of assistance on the Purchaser's part be required, for example in the form of the procurement and provision of documents or of an

advance payment, the delivery period shall not begin until the date on which the required act of assistance on the Purchaser's part has ensued.

(4) The occurrence of our default in delivery shall be determined according to the statutory provisions. A reminder by the Purchaser shall, however, be required in each case.

Should we default in delivery, the Purchaser may request a lump-sum reimbursement of its default damage. The lump-sum damage for every completed calendar week of the default shall be 0.5% of the net price (delivery value), but a maximum total of 5% of the delivery value of the commodity delivered late. We shall reserve the right to prove that the Purchaser has incurred no damage at all or only considerably less damage than the above-cited lump-sum.

(5) The Purchaser's rights pursuant to Section 8 of these GTCS and our legal rights, in particular in the event of an exclusion of the duty to perform (e.g. due to infeasibility or unreasonableness of the performance and/or supplementary performance), shall remain unaffected.

Section 4 Delivery, transfer of risk, acceptance, default in acceptance

(1) The delivery shall ensue ex warehouse in the Robert- W.- Kempner Str.6, 14167 Berlin – Zehlendorf, where the place of fulfilment is also located.

(2) The delivery of the commodity and the presentation of the documents shall ensue according to the defined "Delivery Clauses for International Trade in Commodities (Incoterms)".

(3) The risk of accidental loss and of accidental deterioration of the commodity shall transfer to the Purchaser no later than at the time of handover. In the event of sale by dispatch, however, the risk of accidental loss and of accidental deterioration of the commodity, as well as the risk of delay, shall already transfer upon handover of the commodity to the freight forwarder, the carrier or any other person or establishment commissioned to execute the dispatch. This shall also apply, should the delivery be made carriage paid. Should a delivery ensue in partial deliveries, the transfer of risk shall be determined separately for every delivery.

Should an acceptance have been agreed, the latter shall be the decisive criterion for the transfer of risk. And, moreover, the statutory provisions of the law on contracts for work and services ("Werkvertragsrecht") shall apply to an agreed acceptance. The transfer or acceptance shall be deemed to have taken place, even if the Purchaser is in default of acceptance.

(4) Should the Purchaser be in default of acceptance, should it neglect an act of assistance or should our delivery be delayed for other reasons which are attributable to the Purchaser, we shall be entitled to request reimbursement of the resulting damage including additional expenses (e.g. warehouse costs). To this end, we shall charge a lump-sum compensation of 0.5% of the agreed purchase price per calendar week, up to a maximum of 5% of the agreed purchase price, beginning with the delivery period or – in the absence of a delivery period – with the notification of the readiness for dispatch of the commodity. Should the Purchaser not immediately accept commodities reported as ready for collection, we shall also be entitled to dispatch the commodity to the Purchaser at the latter's expense and risk.

The proof of greater damage and our legal claims (in particular reimbursement of additional expenses, adequate compensation, termination) shall remain unaffected; the lump-sum shall, however, be credited against more extensive monetary claims. The Purchaser shall

still reserve the right to prove that we incurred no damage at all or only considerably less damage than the above-cited lump-sum.

(5) Transport insurance shall only be taken out at the express request and expense of the Purchaser.

Section 5 Prices and terms and conditions of payment

(1) Unless otherwise agreed in individual cases, our current prices on the date of contract conclusion shall always apply, and in fact, ex warehouse. The specified prices are in euros exclusive of statutory value added tax. Any ancillary performances, (e.g. packaging, transportation costs, assembly and incidental expenses) are not included and will be invoiced separately.

(2) We shall reserve the right to appropriately increase prices for performances to be rendered later than four months after contract conclusion, if and to the extent that the costs of the delivery have increased since contract conclusion due to a rise in material and raw material prices, wages, as well as manufacturing and transportation costs. At the Purchaser's request, we shall be obligated to demonstrate the development of the costs of the delivery on the basis of which the price increase ensues. The decisive date for the computation of the price increase shall be the agreed delivery date.

The same shall apply should the performance not be able to be rendered until four months later than contract conclusion due to circumstances for which the Purchaser is responsible. In such case, the decisive date for the computation shall be the date on which the delivery is actually able to be made after the discontinuation of the circumstances for which the Purchaser is responsible.

(3) Section 5 (2) shall apply accordingly to the prices for performance to be rendered within four months of contract conclusion. In such case, the Purchaser shall be entitled to withdraw from the contract in the event of price increases of more than 5% of the originally agreed purchase price, should we avail ourselves of our right to increase prices.

(4) The purchase price shall fall due and for payment within 14 days of invoicing and delivery or acceptance of the commodity. In the event of contracts with a delivery value of more than EUR 50,000 we shall, however, be entitled to request an advance payment of 25% of the purchase price. The advance payment shall fall due and for payment within 14 days of invoicing.

(5) Upon unsuccessful expiration of the aforementioned payment deadlines, the Purchaser shall be in default. The decisive criterion for compliance with such deadlines shall be the crediting of the purchase price on our account.

The purchase price shall bear interest at the respectively applicable statutory default interest rate during the default. We shall reserve the right to assert a claim to more extensive default damage. This shall not affect our claim to the commercial maturity interest (Section 353 German Commercial Code [HGB]) vis-à-vis merchants.

(6) Bills of exchange and cheques shall only be accepted on the basis of express agreement and merely on account of performance. Any resulting costs shall be borne by the Purchaser.

(7) The Purchaser shall only be entitled to rights of offsetting or retention inasmuch as its claim is legally determined or uncontested. In the event of defects in the delivery, the Purchaser's reciprocal rights, in particular pursuant to Section 6 Par. 6 Clause 2 of these GTCS, shall remain unaffected.

(8) Should it become evident after contract conclusion that our claim to the purchase price is endangered due an inability to perform on the Purchaser's part (e.g. due to a petition for the opening of insolvency proceedings), we shall be entitled to waive performance and – after setting a possible deadline – to withdraw from the contract according to the statutory provisions (Section 321 BGB). In the event of contracts regarding non-fungible items (custom-built products), we may immediately declare the withdrawal; this shall not affect the legal provisions regarding the dispensability of the setting of a deadline.

Section 6 Purchaser's claims for defects

(1) The statutory provisions shall apply to the Purchaser's rights in case of defect of quality and of title (including incorrect and short delivery as well as unprofessional assembly or deficient assembly instructions), unless otherwise stated in the following. The special legal provisions for the final delivery of the commodity to a consumer shall remain unaffected in all cases (Supplier recourse pursuant to Sections 478, 479 BGB).

(2) Primary basis of our liability for defects shall be the agreement reached on the quality of the commodity. All product descriptions, which form a component of the individual contract, shall be considered as agreement on the quality of the commodity; it makes no difference whether the product description originates from the Purchaser, from the manufacturer or from us.

(3) Should the quality not have been agreed, whether a defect exists or not shall be evaluated according to the legal provision (Section 434 Par. 1 Clauses 2 and 3 BGB). However, we shall assume no liability for any public statements made by the manufacturer or other third parties (e.g. promotional statements).

(4) The prerequisite of the Purchaser's claims for defects shall be that it has fulfilled its legal duty to examine and report defects (Sections 377, 381 HGB). Should a defect be found during the examination or at a later date, a written report shall immediately be made to us. The report shall be considered as immediate should it ensue within two weeks, whereby punctual dispatch of the report shall suffice as compliance with the deadline. Irrespective of this duty to examine and report defects, the Purchaser shall report obvious defects (including incorrect and short delivery) in writing within two weeks of delivery, whereby punctual dispatch of the report shall suffice as compliance with the deadline in this instance too. Should the Purchaser fail to fulfil the duty of orderly examination and/or report of defects, our liability for the non-reported defect shall be excluded.

(5) Should the delivered item be defective, we may initially choose whether we render the supplementary performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). This shall not affect our right to refuse the supplementary performance subject to the legal prerequisites.

(6) We shall be entitled to make the owed supplementary performance dependent upon the Purchaser paying the due purchase price. However, the Purchaser shall be entitled to withhold an appropriate part of the purchase price in ratio to the defect.

(7) The Purchaser shall give us the required time and opportunity for the owed supplementary performance, and shall in particular hand over the defective commodity for testing purposes. In the event of the replacement delivery, the Purchaser shall return the defective item to us according to the statutory provisions. The supplementary performance shall include neither the removal of the defective item nor the renewed installation, should we not originally have been obligated to perform the installation.

(8) We shall bear the expenses required for the purpose of testing and supplementary performance, in particular transport, travel, work and material costs (not: removal and

installation costs), should a defect actually exist. However, should a request for elimination of defect on the Purchaser's part prove to be unjustified, we may request the reimbursement of the resulting costs by the Purchaser.

(9) In urgent cases, for instance in the event of danger to operating safety or to avert disproportionate damage, the Purchaser shall be entitled to eliminate the defect itself and to request reimbursement from us for the expenses objectively required to this end. We shall be informed of such a self-remedy immediately, if possible in advance. The right to self-remedy shall not exist, if we would have been entitled to refuse a corresponding supplementary performance according to the statutory provisions.

(10) Should the supplementary performance have failed or should a deadline to be set for the supplementary performance by the Purchaser have expired unsuccessfully or be dispensable according to the statutory provisions, the Purchaser may withdraw from the purchase contract or reduce the purchase price. However, no right of withdrawal shall exist in the event of insignificant defect.

(11) The Purchaser's claims to damage compensation or reimbursement of futile expenses shall exist only according to the proviso of Section 8 and shall otherwise be excluded.

Section 7 Reservation of ownership

(1) We shall reserve the ownership of the sold commodity until all our present and future claims arising from the purchase contract and from any ongoing business relationship (secured claims) have been paid in full.

(2) The commodities under reservation of ownership (hereinafter: "conditional commodities") may neither be pledged to third parties nor assigned by way of a security until the secured claims have been paid in full. In the event of garnishments of the conditional commodity by third parties or other interventions by third parties, the Purchaser must refer to our ownership and must immediately notify us in writing, in order to enable us to enforce our rights of ownership. Should the third party not be able to reimburse us any judicial or extrajudicial costs we incur in this connection, the Purchaser shall be liable for said costs.

(3) In the event of behaviour contrary to contract on the Purchaser's part, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the contract and/or to request the surrender of the conditional commodity on the basis of the reservation of ownership according to the statutory provisions. The request for surrender shall not include the simultaneous declaration of withdrawal; rather, we shall be entitled to merely request the surrender of the commodity and to reserve the right of withdrawal. Should the Purchaser fail to pay the due purchase price, we may only assert such rights should we have previously unsuccessfully set the Purchaser an adequate payment deadline or should such setting of a deadline be dispensable according to the statutory provisions.

(4) The Purchaser shall be entitled to comingle, combine or process the conditional commodity in the ordinary course of business. Conversely, the Purchaser shall only be entitled to resell the conditional commodity in the ordinary course of business, should we have given our express written consent in individual cases. In the event of any processing, comingling, combining or selling of the conditional commodity subject to these prerequisites, the following supplementary provisions shall apply.

(a) The reservation of ownership shall extend to products resulting from the processing, comingling or combining of our commodities at their full value, whereas we shall be considered the owners. Should the reservation of ownership of third parties continue to exist in the event of processing, comingling or combination with their commodities, we shall acquire joint ownership in the ratio of the invoice values of the processed, comingled or

combined commodities. Moreover, the same shall apply to the resulting product as to the conditional commodity.

(b) The Purchaser hereby assigns the claims against third parties arising from the resale of the conditional commodity or of the product to us, by way of security, in the full amount or in the amount of our possible joint ownership pursuant to the previous paragraph. We hereby accept the assignment. The Purchaser's duties cited in Par. 2 shall also apply in consideration of the assigned claims.

(c) In addition to ourselves, the Purchaser shall also remain authorised to collect the claim. We undertake to refrain from collecting the claim as long as the Purchaser fulfils its payment obligations to us, does not default on payment, no petition for the opening of insolvency proceedings is filed and no other defect in its ability to perform exists. Should this be the case, however, we may request that the Purchaser reveals to us the assigned claims and the debtors thereof, provides all the information necessary for collection, surrenders the associated documents and informs the debtors (third parties) of the assignment.

(d) Should the realisable value of the securities exceed our claims by more than 20%, at the Purchaser's request we shall release securities of our choice.

Section 8 Other liability

(1) Unless otherwise stated in these GTCS, including the following provisions, we shall be liable for any violation of contractual and non-contractual duties according to the relevant statutory provisions.

(2) We shall be liable for damage compensation – for whatsoever legal reason – in case of intention and gross negligence. In case of simple negligence we shall only be liable

a) for damages arising from the injury to life, body or health,

b) for damages arising from the violation of an essential contractual duty (obligation, the fulfilment of which enables the contract to be properly implemented in the first place and on the observance of which the contracting party regularly relies and may rely); in such case, however, our liability shall be restricted to the reimbursement of the foreseeable, typically occurring damage.

(3) The limitations of liability arising from Par. 2 shall not apply should we conceal a defect due to malicious intent or should we have assumed a guarantee for the quality of the commodity. The same shall apply to the Purchaser's claims according to the Product Liability Act.

(4) The Purchaser may only withdraw or terminate due to a breach of duty not involving a defect, should said breach of duty be attributable to us. A free right of termination of the Purchaser (in particular pursuant to Sections 651, 649 BGB) shall be excluded. Moreover, the legal prerequisites and legal consequences shall apply.

Section 9 Statute of limitations

(1) In deviation from Section 438 Par. 1 No. 3 BGB, the general limitation period for claims arising from defect of quality and of title is one year as of delivery. Should an acceptance be agreed, the statute of limitations shall begin upon acceptance.

(2) However, should the commodity concerned be a building or an item that has been used for a building in accordance with its usual manner of use and has caused the defectiveness thereof (building material), the limitation period pursuant to the legal provision is 5 years as

of delivery (Section 438 Par. 1 No. 2 BGB). This shall not affect any special legal regulations for third-party claims in rem for the restitution of property (Section 438 Par. 1 No. 1 BGB), in case of malicious intent by the Supplier (Section 438 Par. 3 BGB) and for claims in Supplier recourse in case of final delivery to a consumer (Section 479 BGB).

(3) The aforementioned limitation periods of purchase law shall also apply to contractual and non-contractual claims to compensation of the Purchaser which are based on a defect in the commodity unless the application of the regular legal statute of limitations (Sections 195, 199 BGB) would lead to a shorter statute of limitations in individual cases. In any case, the limitation periods of the Product Liability Act shall remain unaffected. Otherwise, damage compensation claims of the Purchaser pursuant to Section 8 shall be governed exclusively by the legal limitation periods.

Section 10 Data protection

Pursuant to Section 33 of the Federal Data Protection Act (BDSG), we hereby point out that your personal data required for business purposes will be stored within the permitted scope of the Data Protection Act.

Section 11 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany, with the exclusion of the international uniform law, in particular of the UN Convention on Contracts for the International Sale of Goods, applies to these GTCS and to all legal relationships between ourselves and the Purchaser. Prerequisites and effects of the reservation of ownership pursuant to Section 7 shall be subject to the law in force at the respective storage location of the item inasmuch as, according to that law, the choice in favour of German law is impermissible or ineffective.

(2) Should the Purchaser be a merchant in terms of the German Commercial Code, a legal entity under public law or a special fund under public law, our place of business in Berlin shall be exclusive – and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. We shall, however, be entitled to file suit at the Purchaser's general place of jurisdiction as well.

Section 12 Final provisions

(1) Should any individual provisions in this agreement be or become invalid, this shall not affect the validity of the remaining provisions.

(2) In the event of an invalid provision, the contracting parties shall be obligated to negotiate regarding a valid replacement provision, which most closely resembles the economic purpose pursued by the invalid provision.