

## Terms and conditions of BDG GmbH

### Delivery and sales terms

Status 01 / 2013

#### I. General

1. These terms and conditions apply to all natural and judicial persons, who act according to § 14 clause I BGB as contractor. All supplies, services and quotations by BDG occur exclusively under these terms and conditions.

2. We reserve the rights of the property- and copyrights of cost estimates, quotations, model parts, technical drawings, circuit plans, technical elaborations in written form as well as in drawing form and similar information. The dissemination of such information and documents to third parties is not allowed, it requires our previous approval.

#### II. Prices and terms of payment

1. Our prices are quoted, unless otherwise agreed or specified, as net price without sales tax and ex works

2. Payments have to occur by expiration date without any discount to one of our accounts. Compensation or the exercise of retention is only allowed, when the counterclaim has been legally established or has not been denied by us.

3. The date of payment is determined as follows:

a) 50% of contract value at the time of executing contract respectively reception of the order acknowledgement

b) 40 % of contract value after notification of readiness for dispatch

c) 10% of contract value (final payment) at the acceptance, however not later than 30 days after dispatch of the device.

4. If payment is delayed or exceeds the deadline, interest of 8 per-cent points over the base rate has to be paid according to § 247 BGB. Any further demands are reserved.

5. If the cost relations (material, wages etc.) should change significantly between the day of executing contract and the services for reasons outside our sphere, we are authorized to realize a new pricing corresponding to the changed costs.

#### III. Scope of supply and service and final acceptance

1. The agreed delivery dates are under the conditions that all technical and commercial questions are clarified and on the part of the client all of the duties are achieved. If the customer has ordered the assembly of the device he has to accept the assembly immediately at the agreed deadline. If there is no agreement about the final acceptance date the final acceptance takes place immediately after our announcement of readiness for shipment.

2. The adherence to times of delivery and final acceptance is conditioned by faultless and accurate timed supply of provisioned goods and the payment of payable deposit. The delivery is postponed appropriately in these cases.

#### IV. Reservation of title

1. All delivered goods are our property up to the complete payment of bill amount. If the assembly is ordered, the property devolves to the customer after receipt of payment of the scope of assembly.

2. The buyer may sell, hypothecate or give as a security the delivered goods only by our written permission when it is our property. We have to be informed immediately about distress, confiscation or another act of disposal by third persons.

## **V. Warranty**

1. We ensure that our devices / products are free of fabrication and material defects at the time of delivery. The limitation period for customer claims of defects are 12 months. If there is a defect the customer has to claim immediately and in written form. The defect must be written exactly and extensively.

2. We fulfill the gap in the scope of material and service by refund or rectification. If the rectification fails the customer can take further legal measures. Compensations are regulated in detail in No. VI.

3. If the notice of defects should be baseless the buyer has to pay the verified expenditures (hours of work, time of travel, material etc.) caused by this fact.

4. Claims are not possible for defects caused by the following circumstances: incorrect use, faulty assembly by the customer or third persons, natural abrasion and wearing, faulty handling, incorrect maintenance, improper operation resources, external influences in case they have not been caused by us.

## **VI. Liability**

1. We are liable for intentional and grossly negligent breaches of duty of our legal representatives and vicarious agents as well as a violation of life, body, health, indebted by us

2. For damage not caused to the delivered goods themselves, we - are liable regardless whatever - only

a) in case of intent,

b) case of gross negligence of organs or executives,

c) in case of defects, which have been fraudulently concealed,

d) in the context of an express warranty,

e) for defects of the delivered goods, to the extent of product liability law will be liable for personal injury or material damage to privately used objects.

3. Culpable violation of essential contractual obligations, we shall be liable also for gross negligence of non-managerial staff and medium negligence, in the latter case limited to the mechanical engineering / plant construction contract-typical, reasonably foreseeable damage. Further claims are excluded.

## **VII. Limitation**

Regardless of their legal statute of limitations all claims of the customer against us within 12 months after formation, unless expressly agreed otherwise. The statutory periods apply to intentional and fraudulent behavior and injuries to life, body and health.

## **VIII. Closing provisions**

1. The law of the Federal Republic of Germany under exclusion of the UN purchase right or other international treaties shall apply.

2. For all disputes with merchants within the meaning of § 1 para 1 HGB is our registered office shall have exclusive jurisdiction. The client can be sued by us but also at his general place of jurisdiction

3. A provision of these terms and conditions should be or become invalid, so will the effectiveness of the remaining provisions of this remain unaffected. Instead of the invalid provision applies the legal agreement, which is the intended economic purpose of the deleted clause in a legally valid manner taking into consideration of good faith in substance to the next. The same applies to the case of a loophole.