

General Terms and Conditions of Sale for the company bb 21 Automation GmbH

Section 1: General points; area of application

- (1) Our Terms and Conditions of Sale apply exclusively; we do not recognise contradictory or deviating terms of the customer terms unless we have expressly given our written consent to their application. Our Terms and Conditions of Sale apply even if make delivery to the customer in the knowledge of contrary or deviating terms of the customer.
- (2) All agreements entered into between us and the customer for the purpose of execution of this contract are set out in writing in this contract.
- (3) Our Terms and Conditions of sale apply only towards entrepreneurs within the meaning of section 310 (1) of the German Civil Code/BGB.

Section 2: Offer; offer documentation

- (1) If the order is classifiable as an offer within the meaning of section 145 BGB, we may accept it within two weeks.
- (2) We retain title and copyright to illustrations, drawings, price calculations and other documents. This applies in particular for written documents which are described as “confidential”.

They may be divulged by the customer to third parties only with our prior express written consent.

Section 3: Prices; payment terms

- (1) In the absence of a contrary stipulation in the order confirmation, our prices are ex works and exclude packaging, which is charged separately.
- (2) Our prices do not include statutory value-added tax; this is stated separately in the invoice at the level which applies by law on the invoice date.
- (3) Cash discount may be deducted only by special agreement.
- (4) In the absence of a contrary stipulation in the order confirmation, the purchase price is payable net (without deduction) within thirty days from the invoice date. The provisions of the law apply with regard to the consequences of payment default.
- (5) The customer is entitled to offset counterclaims only if they are undisputed or recognised by us or legally established with final effect. The right to offset a counterclaim may furthermore be exercised by the customer only if it relates to the same contractual relationship.

Section 4: Delivery time

- (1) Commencement of the delivery time stated by us is conditional on clarification of all technical questions.
- (2) Fulfilment of our delivery obligations is furthermore conditional on timely and orderly fulfilment of the customer’s obligations. The right is reserved to plead the defence of unfulfilled contract.

- (3) If the customer is in default with acceptance or culpably breaches other cooperation duties, we are entitled to demand compensation for any resulting damage or loss including additional costs incurred.
- (4) If the conditions under paragraph (3) apply, the risk of accidental destruction or deterioration of the object of purchase passes to the customer at the time of acceptance default or breach of duty by the customer.
- (5) We are liable in accordance with the provisions of the law if the underlying contract of purchase and sale is a fixed-date delivery transaction within the meaning of section 286 (2) no. 4 of the German Civil Code/BGB or section 376 of the German Commercial Code/HGB. We are also liable in accordance with the provisions of the law if, as the result of a delivery default for which we are responsible, the customer is entitled to claim that it has no interest in further contract fulfilment.
- (6) We are furthermore liable in accordance with the provisions of the law if the delivery default is attributable to a wilful or grossly negligent breach of contract for which we are responsible; any fault of our representatives or assistants in performance is attributable to us. If the delivery default is not attributable to a wilful breach of contract for which we are responsible, our liability for damage compensation is limited to the foreseeable damage typically arising.
- (7) We are also liable in accordance with the provisions of the law if the delivery default for which we are responsible is attributable to culpable breach of a material contractual duty; in this case the liability for damage compensation is limited to the foreseeable damage typically arising.
- (8) In the case of delivery default we are otherwise liable for flat-rate default compensation in the amount of 0,5% of the delivery value for each complete week of default up to a maximum of 5% of the delivery value.
- (9) Further legal claims and rights of the customer are reserved.

Section 5: Passing of risk; packaging costs

- (1) In the absence of a contrary stipulation in the order confirmation, delivery “ex works” is agreed.
- (2) Acceptance of returned packaging is subject to separate agreements.
- (3) If the customer wishes, we will take out transit insurance to cover the delivery; the cost of this will be borne by the customer.

Section 6: Liability for defects

- (1) Pursuit of defect claims by the customer is conditional on the customer’s orderly fulfilment of its examination and complaint-notification duties in accordance with section 377 HGB.
- (2) If there is a defect in the object of purchase, we are entitled at our own discretion to provide subsequent fulfilment in the form of correction of the default or to supply a new defect-free item. In the case of defect correction, we are obliged to bear all the expenses required to correct the default, particularly transportation, travel, labour and material costs to the extent that these are not increased through removal of the object of purchase to a place other than the place of performance.
- (3) If the defect correction is unsuccessful, the customer is entitled at its own choice to demand rescission or a price reduction.
- (4) We are liable in accordance with the provisions of the law if the customer pursues damage compensation claims based on wilful intent or gross negligence, including wilful intent or gross negligence by our representatives or assistants in performance. Unless we are guilty of gross negligence, liability for damage compensation is limited to the foreseeable damage typically arising.

- (5) We are liable in accordance with the provisions of the law if we culpably breach a material contractual duty; in this event however the liability for damage compensation is limited to the foreseeable damage typically arising.
- (6) If the customer is entitled to claim damage compensation in lieu of performance, our liability - even in the context of paragraph (3) - is limited to the foreseeable damage typically arising.
- (7) Liability as the result of culpable injury to life, body or health is unaffected; this also applies for mandatory liability in accordance with the Product Liability Law.
- (8) In the absence of a contrary provision in the above, liability is excluded.
- (9) Under the statute of limitation, the time limit for defect claims is twelve months from the passing of risk.
- (10) The time limit in the event of delivery recourse in accordance with section 478 and 479 BGB is unaffected and amounts to five years from delivery of the defective object.
- (11) No right to pursue damage compensation claims exists in the case of minor variations from the agreed characteristics or minor impairment of usability or in the case of natural wear and tear or of damage which arises after the passing of risk through incorrect or negligent handling, overloading or unsuitable operating materials - or through external influences which are not foreseeable under the contract - unless the damage is attributable to our wilful intent or gross negligence.
If modifications or repairs are incorrectly carried out by our contractual partner or third parties, no right to pursue defect claims will exist for them.
- (12) Our contractual partner is entitled to pursue legal recourse claims against us only if our contractual partner has not entered into any agreements with its client over and above the legal defect claims and promptly notifies us in writing of the claim against us. The right to pursue recourse claims will lapse if, towards its client, the contractual partner makes acknowledgements or agrees a settlement without our express written authorisation to do so. With regard to the extent of recourse claims by our contractual partner, paragraph 2 furthermore applies accordingly.

Section 7: Overall liability

- (1) Further liability for damage compensation beyond the stipulations in section 6 is excluded regardless of the legal nature of the claim pursued. This applies in particular to damage compensation claims relating to fault in exchange of contract, to other breaches of duty and to claims in tort for compensation for material damage within the meaning of section 823 BGB.
- (2) The limitation in accordance with paragraph (1) also applies if the customer, instead of a claim for damage compensation, demands reimbursement of fruitless expenses in lieu of performance.
- (3) To the extent that liability for damage compensation towards us is excluded or limited, this also applies with regard to the personal damage-compensation liability of our employees, representatives and assistants in performance.
- (4) If the contractual partner has damage compensation claims they are time-barred after expiry of the time limit applicable for material defect claims in accordance with section 6 (9).

Section 8: Security for retention of title

- (1) We retain title to the object of purchase until receipt of all payments in accordance with the supply contract. In the case of breach of contract by the customer, particularly through payment default, we are entitled to repossess the object of purchase. Repossession of the object of purchase by us does not constitute withdrawal from the contract. After repossession of the object of purchase we are entitled to offset the disposal proceeds - less reasonable disposal costs - against the accounts receivable from the customer.

(2) The customer is obliged to treat the object of purchase with due care; in particular, it is obliged to insure the object of purchase adequately against fire or water damage and theft.

If maintenance and servicing work is required, the customer must carry this out in good time at its own expense.

(3) Any attachments or other third-party interventions must be promptly notified to us by the customer so that we can file an action in accordance with section 771 of the German Code of Civil Procedure/ZPO. If the third party is unable to reimburse to us the court and out-of-court costs for a legal action in accordance with section 771 ZPO, the customer is liable for the loss incurred by us.

(4) The object of purchase may be sold on by the customer in the normal course of business; it hereby already assigns to us however, in the amount of the final invoiced amount (including value-added tax) of our receivable, all its resulting receivables from its clients or third parties regardless of whether the object of purchase was sold on without processing or after processing. Even after this assignment the customer is entitled to collect these receivables. This has no effect on our power to collect the receivables but we undertake not to do so as long as the customer meets its payment obligations from the proceeds thereby received by it and is not in payment default and, in particular, as long as no application is filed for the opening of composition or insolvency procedures and no cessation of payment arises. We are otherwise entitled to demand that the customer discloses to us the assigned receivables, the identity of the relevant debtors and all information required for collection of the receivables and hands over to us the related documentation and notifies the assignment to the debtors (third parties).

(5) Processing or transformation of the object of purchase by the customer is always carried out on our behalf. If the object of purchase is processed together with objects which do not belong to us, we acquire joint title to the new object in proportion to the value of the object of purchase (final invoice amount including value-added tax) compared with the value of the other objects processed, as at the time of processing. For the object created through processing, the same otherwise applies as for the objects of purchase which are supplied under retention of title.

(6) If the object of purchase is inseparably mixed with other objects which do not belong to us, we acquire joint title to the new object in proportion to the value of the object of purchase (final invoice amount including value-added tax) compared with the value of the other objects mixed with it, as at the time of mixing. If mixing takes place in such a way that the customer's object constitutes the principal object, it is agreed that the customer will transfer joint title to us proportionately. The sole or joint title thus created will be kept by the customer on our behalf.

(7) The customer also assigns to us as security the receivables accruing to it from third parties through connection of the object of purchase with real estate.

(8) We undertake that the securities due to us will, on request by the customer, be released by us to the extent that the realisable value of our securities exceeds the secured receivables by more than 10%; the choice of securities to be released will be up to us.

Section 9: Place of jurisdiction; place of performance

(1) If the customer is a registered trader, the location of our registered offices is the place of jurisdiction; we are nevertheless entitled to pursue legal action against the customer in the courts at its place of residence.

(2) The law of the Federal Republic of Germany applies; the application of UN purchasing law is excluded.

(3) In the absence of a contrary provision in the order confirmation, the location of our registered offices is the place of performance.

Section 10: Concluding provisions

If any provision in these General Terms and Conditions of Sale should be void, ineffective or unenforceable, this will not affect the remaining provisions. In this event the void, ineffective or unenforceable provision will be replaced by a provision which comes as close as possible to its economic purpose.