Art. 1 Scope, written form

1.1 Our general terms and conditions ("General Terms") are exclusively applicable. They apply to entrepreneurs (Section 14, German Civil Code), legal entities under public law and special funds under public law. Any deviating terms and conditions of the customer are not accepted by us unless we have agreed to them in writing. Our General Terms also apply if we carry out a customer's order even though we have been informed about any deviating terms and conditions of said customer. In particular, these General Terms apply to contracts of the sale and/or delivery of movable items ("**goods**") regardless whether we produce said goods ourselves or purchase them from suppliers (Sections 433, 650, German Civil Code).

1.2 Any agreements made between us and the customer in connection with this contract as well as any legally relevant statements and notifications of the parties concerning the contract (such as deadlines, notification of defects, withdrawal from contract or such) must be made, respectively submitted, in writing, i.e. in written or text form (such as by mail, e-mail, fax). Insofar as these General Terms require any statements "in writing", this is to be understood in the above sense (written or text form). Any specifications must be confirmed by the customer in writing. The warranty statements must be made in the written form. Any verbal commitments made by our representatives or agents require our confirmation in writing. Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.

1.3 These terms and conditions shall also apply to any future contracts made with the customer.

Art. 2. Offer, conclusion of contract, contract documents

2.1. Our offers are non-binding. We are able to accept contractual offers of the customer within four weeks of receipt. This time period is reduced to two weeks for goods we have in stock.

2.2 All illustrations and specifications in catalogues and brochures are only approximate. We reserve the right to make modifications to the model, construction and features of the goods.

2.3. We reserve the property rights and copyrights to all illustrations and drawings, calculations, tools, models and other files or documents we have made available to the customer – also in electronic form; they must not be made accessible to any third parties. This shall particularly apply to files or documents that are marked "confidential"; the customer needs to obtain our explicit written consent before handing them over to any third parties.

Art. 3 Prices, terms of payment, lump-sum compensation, offset, right of retention

3.1 Insofar as not provided for differently in the confirmation of order, all prices shall apply "ex work" plus the V.A.T. valid on the date of invoice, excluding packaging, freight, insurance, duties, foreign taxes, assembly, putting the goods into operation; these will be charged separately.

3.2 If the dispatch of the goods in stock is delayed at the customer's request, he or she will be charged the storage costs – as of one month after he or she has been notified that the goods are ready to be shipped –, however, at least 0.5 % of the invoiced amount per month or part thereof. The customer shall be entitled to provide proof that we did not suffer any damage or only considerably less damage than the above lump-sum.

3.3 The price list effective on the date of the order shall apply to any order. For the case that the costs of materials or wages increase between the date of the order and the date of delivery, we reserve the right to adjust the price accordingly.

3.4 Unless otherwise agreed, the payment shall become due 14 days after the invoicing and delivery, respectively acceptance, of the goods without any discount. After the end of the above deadline the customer shall default without a reminder. Interest is to be paid on the sales price for the time of delay at the effective legal default interest rates. We reserve the right to assert claims for any additional damages due to an overdue payment. Regarding a contract with a dealer, this shall not affect our claim for the commercial default interest (Section 353, German Commercial Code).

Apart from that, we shall be entitled – also within the range of an ongoing business relationship – to make a delivery in whole or in parts only against prepayment. We will inform the customer of such reservation no later than with the confirmation of order.

3.5.1. If we have agreed to deliver the goods, this constitutes the unloading and delivery on the ground floor. Furthermore the customer must provide skilled personnel and any technical equipment that may be required in time and at his or her expense in order to ensure that the unloading of the goods runs smoothly. It is presupposed that our transport vehicle will have direct access to the unloading site and can be unloaded there without any delay. The customer must provide any transport roads that may be required at his or her expense.

3.5.2 If a delivery agreed on is delayed through no fault of our own, the customer shall bear the additional expenses, in particular the expenses caused by waiting time and any other required trips of our personnel as well as any storage costs.

3.6. If we take back any goods delivered by us without being obliged to do so, they will be credited to the customer regardless of the assertion of claims for damages as follows and deducted from our outstanding receivables:

up to one month after delivery: 75 % of the amount of invoice

up to three months after delivery: 50 % of the amount of invoice.

We and the customer reserve the right to provide proof of a larger or smaller reduction in value on an individual basis.

Any returns of goods not covered by the guarantee shall be at the expense of the customer. This shall not affect Art. 7 of these General Terms.

3.7. Insofar as we can assert a claim for damages instead of payment or allow for the cancellation of the order, a lump-sum compensation of a minimum of 15 % of the order total has been agreed on. The customer, however, is entitled to provide proof that we have not suffered any damages or only considerably less damage due to the default, the termination or cancellation.

3.8. We are not obliged to accept payment in the form of a draft or bill of exchange. If we accept same, it is only as a conditional payment.

3.9. If it becomes obvious after the conclusion of the contract (for instance because insolvency proceedings have been initiated) that our claim for the sales price is at stake due to a lack of the customer's financial means, we shall be entitled refuse to deliver and – where applicable, after setting a deadline – to withdraw from the contract in accordance with legal provisions (Section 321, German Civil Code). In the case of a contract for the production of unacceptable products we shall be entitled to immediately declare that we withdraw from the contract; this shall not affect the legal provisions regarding the dispensability of setting a deadline. If, after the contract has been concluded, we learn about any circumstances that the customer is responsible for, and that question his or her credit (such as default), we can declare the remaining total amount to be due, including that from other invoices. This shall also apply in the case that we have received any bills of exchange or drafts, which in that case will be returned against cash.

3.10. The customer shall only have offset rights or rights of retention to the extent that his or her claim has been established as final and absolute or is undisputed. The customer's reciprocal right to claim damages in the case the goods were flawed when delivered, in particular according to Art. 6.5, Clause 2, of these General Terms, shall not be affected by the above offsetting ban, respectively the exclusion of the right of retention. Counterclaims shall be excluded.

Art. 4 Delivery times, partial deliveries, right of withdrawal

4.1 Any delivery deadlines or delivery times must be in writing and may be agreed on as being binding or non-binding, whereby the deadlines or delivery times shall be considered as being non-binding for lack of another term. Deadlines shall commence on the date of the conclusion of the contract, however, not before all technical questions have been clarified. If no delivery deadlines have been

agreed on, the delivery shall be made as quickly as possible. Partial deliveries shall be permissible insofar as these are reasonable.

4.2 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of performance), we shall inform the customer thereof without delay and at the same time inform the customer of the expected new delivery deadline. If the performance is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already rendered by the customer. In particular, the non-availability of the performance in this sense shall be deemed to be the non-timely self-delivery by our supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in individual cases.

4.3 We shall not be held liable for any delays in the delivery due to force majeure or any other circumstances we are not responsible for, in particular traffic disruptions or operational malfunctions, strikes, lockouts, shortage of raw materials, war, unless otherwise agreed.

4.4 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.

4.5 If we are in arrears with the delivery time, our liability for default shall be limited to a maximum of 5 % of the delivery value of the goods not delivered in time. However, we reserve the right to prove that the customer has suffered no damage at all or only a considerably lower damage than the aforementioned lump sum.

4.6 This shall not affect the customer's rights in accordance with Art. 7 of these General Terms and our legal rights, particularly in the case the service obligation is excluded (for instance in the case that delivery is impossible or would be unreasonable and/or in the case of supplementary performance).

Art. 5. Delivery, Transfer of risk, default of acceptance

5.1. Insofar as the confirmation of order does not provide for any different provisions, the delivery has been agreed to be "ex work". The dispatch shall always be on account, including a delivery from another location than the place of performance, and – including freight-paid delivery – at the customer's risk. Subject to any other contractual provisions, we shall be entitled to choose the means of shipping (in particular the carrier, dispatch route, packing) ourselves. If the customer explicitly desires it, we will insure the delivery through cargo insurance; the costs for same will be borne by the customer.

5.2. The risk of accidental loss and accidental deterioration of the goods will be transferred to the customer no later than at the point of delivery of the goods to the customer. Regarding mail orders, however, the risk of accidental loss and accidental deterioration of the goods will be transferred to the customer as soon as the goods are delivered to the forwarder, the freight carrier or any other person or institution appointed to process the shipment. If the dispatch is delayed for reasons the customer is responsible for, the risk shall be transferred to the customer on the date the goods are ready to be dispatched. Art. 3.5.2, applies accordingly.

5.3 If the customer is in default of acceptance, if he or she fails to cooperate or if our delivery is delayed for any other reason the customer is responsible for, we shall be entitled to claim reimbursement for the resulting damage, including additional expenses (such as storage costs). We will charge a lump sum compensation in the amount of EUR 250.00 per calendar day, starting with the delivery deadline, respectively – in the absence of a delivery deadline – with the notification that the goods are ready to be sent, however, not exceeding 10 % of the net sales price.

This shall not affect the verification of higher damages and our legal claims (in particular the reimbursement for additional expenses, reasonable compensation, termination of contract); however, the lump sum must be credited to any further claims for compensation. The customer shall be entitled to prove that we suffered no damage at all or that our damage is considerably less than the above lump sum.

Art. 6. Claims for defect

6.1 The legal provisions apply to the customer's rights in the case of any material defects and defects of title insofar as the following context does not provide otherwise. This shall not affect the special legal provisions pertaining to the final delivery of unprocessed goods to a consumer even if same has processed them (supplier regress in accordance with Sections 478, German Civil Code).

6.2 Mainly the agreement that was entered into concerning the quality of the goods shall serve as the basis of our liability for defects. Exclusively the specifications that are subject of this contract shall be deemed the agreement about the quality of the goods. We shall assume no liability for any public statements the manufacturer or any third party (such as promotion or advertisement) may make.

6.3. The customer's claims for defects presuppose that the customer has complied with his or her legal obligations to examine the goods and submit a complaint concerning the defect (Section 377, German Commercial Code). All delivered goods must be examined by the customer immediately after the delivery insofar as this is appropriate in proper business practice If a defect becomes apparent upon delivery, inspection or at any later point in time, we must be notified thereof in writing without delay. In any case, obvious defects must be notified in writing within 3 working days of delivery and defects not recognisable during the inspection within the same period of time from discovery. If the customer fails to properly inspect the goods and/or give notice of defects, our liability for the defect not reported or not reported on time or properly shall be excluded in accordance with the statutory provisions.

6.4 In the case of a defect we shall be entitled to decide on the type of supplementary performance, considering the kind of defect and the customer's justified interests. Regarding these contracts, the supplementary performance shall be deemed unsuccessful after the third unsuccessful attempt. This shall not affect our right to refuse supplementary performance under legal preconditions.

6.5 We shall be entitled to make our supplementary performance dependent on the fact that the customer pays the sales price due. However, the customer shall be entitled to retain a part of the sales price that is appropriate in proportion to the defect.

6.6 The customer shall be obliged to give us the time and opportunity that is necessary for the supplementary performance, in particular to hand the rejected item over to us for the purpose of examining it. In the case the goods are replaced, the customer must return the deficient item to us in accordance with legal provisions. The supplementary performance will not include the removal of the deficient item nor the renewed installation if we were not obliged to carry out the original installation of the goods.

6.7 In the case of an actual defect we shall bear the expenses required for the purpose of examination and supplementary performance, in particular the costs of transport, routes, work and materials as well as removal and installation costs, if applicable, as required by legal provisions. Otherwise we may request the reimbursement for costs that were incurred by any unjustified claim for remedy (in particular examination and transport costs) from the customer, unless it was impossible for the customer to distinguish that there was no defect.

6.8 If the supplementary performance has failed or if a reasonable deadline that had to be set by the customer or that is unnecessary in accordance with legal provisions has passed without any successful supplementary performance, the customer shall be entitled to either withdraw from the contract or reduce the sales price. However, negligible defects shall be excluded from the right of withdrawal.

6.9 In cases of defects, any claims for damages as well as claims for compensation for unsuccessful expenditures shall be excluded insofar as not provided for in Art. 7.

6.10 The sale of used items is excluded from any warranty. This shall not affect liability in accordance with Art. 7.2 and Art. 7.3.

Art. 7 Other liability

7.1 Insofar as these General Terms, including the following provisions, do not specify otherwise, we shall be liable for any violation of contractual or non-contractual obligations in accordance with legal provisions.
7.2 We shall be liable for damages – on whatever legal grounds – within the range of fault-based liability in case of intent or gross negligence. In cases of simple carelessness, we shall only be liable for
(a) damages that result from harm to body, life or health;
(b) damages that result from considerable violation of any essential contractual obligation (obligation without the fulfillment of which the contract cannot be executed properly and the fulfillment of which the customer expects and may expect on a regular basis); however, in this case our liability shall be limited to a substitute for predictable, characteristic damages.
In the case of Art. 7.2, Clause 2(b), our liability shall be excluded if the damage is insurable under an insurance policy to be purchased by the customer; nevertheless our liability shall be limited to the amount of € 15,000.00 if Art. 7.2, Clause 2(b) applies.
7.3 The limitations of liability that follow from Art. 7.2 shall also apply to violations of obligations by, respectively for the benefit of, persons whose fault we are responsible for according to legal provisions. They shall not apply if we have fraudulently concealed a defect or assumed guarantee for the quality of the goods as well as for claims the customer has according to the Product Liability Law.
7.4 Regarding any violations of obligations that do not constitute a defect, the customer may only withdraw from or terminate the contract if we are responsible for said violation of obligations..The customer's unrestricted right of termination (in particular according to Sections 651, 649, German Civil Code) shall be excluded. Apart from that, legal preconditions and legal consequences apply.

Art. 8 Statute of limitation

8.1 Notwithstanding Section 438, Para. 1, No. 3, German Civil Code, the general limitation period for claims resulting from material defects and defects of title shall be one year as of the delivery.
8.2 If, however, the goods are a building or an object which has been used for a building in accordance with its usual use and which has caused its defectiveness (building material), the period of limitation shall be 5 years from delivery in accordance with the statutory regulation (438 para. 1 no. 2 BGB). This shall also not affect any other special statutory provisions on limitation (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB). 8.3 The above limitation periods of purchase right shall also apply to any contractual and non-contractual claims for damages the customer may have that result from a defect of the goods, unless the application of the regular legal statute of limitation (Sections 195, 199, German Civil Code) would lead to a shorter statute of limitation in individual cases. The customer's claims for damages in accordance with Art. 7.2, Clause 1 and Clause 2(a), as well as in accordance with the Product Liability Law, however, will exclusively come under
the statute of limitation in accordance with the legal limitation periods.

Art. 9 Retention of title

9.1 The ownership of the delivered goods shall be reserved until all current and future payments due from the contract and ongoing business relations (guaranteed claims) have been made. This shall also apply if the payments due to us have been included in a current invoice and the balance has been struck and approved.
9.2 The customer agrees to handle the delivered goods with care. The customer must carry out any necessary maintenance work at his or her own expense and in due time. In particular, the customer is obliged to insure the delivered goods at his own expense against fire, water damage and theft at replacement value. Unless agreed otherwise, the insurance payout must be fully used for the reinstatement of the sales object. If, in the case of serious damages, the customer refrains from repairing the sales object with our consent, the insurance payout shall be used for the redemption of the sales prices and the costs of our ancillary services.
9.3 The buyer must inform us immediately in the case of loss or destruction of or damages to the goods that are subject to a retention of title and to make all documentation of the damages and their assessment as well as all documents required for the claims settlement with the insurance available to us as soon as we first request it.
9.4 The goods that are subject to retention of title must not be pledged to any third party nor be signed over as security. In the case of attachments and other interventions by any third parties, the customer must inform the third party of our title and must notify us without delay in writing so that we may assert our rights (such as by legal action in accordance with Section 771, German Code of Civil Procedure). The same applied if a request for initiation of insolvency proceedings concerning the customer's assets has been filed. Should the third party be unable to reimburse us for the expenses accrued from such legal remedy, the customer shall be liable for our expenses.
9.5 In the case of that the customer violates the contract, in particular if he or she fails to pay the sales price due, we shall be entitled to withdraw from the contract in accordance with legal provisions and/or request to have the good returned on the basis of retention of title. A request to return the goods shall not simultaneously constitute a declaration of withdrawal; instead we shall be entitled to merely request that the goods be returned and reserve the right to withdraw from the contract. If the customer fails to pay the sales price due, we shall only be entitled to assert these rights if we have set a reasonable deadline for the payment or if the setting of such a deadline is not required by legal provisions.
9.6 The customer shall be entitled to sell and use the delivered goods in proper business practice until revoked in accordance with Section 9.6.3. In that case the following provisions shall apply.
9.6.1 The retention of title shall include products that result from combining, mixing or blending our goods at their full value, whereby we shall be considered the manufacturer. If the title for any third party's goods remains after our goods have been combined, mixed or blended with these, we shall acquire co-ownership in the proportion of the cash value of the processed, mixed or blended goods. Apart from that, the same shall apply to the product thus created as does as well to the goods delivered under retention of title.
9.6.2. The customer has already now transferred to us any claims against any third parties that may result from the resale of the goods or the product in the total amount, respectively in the amount of our possible co-share according to the above paragraph as security. We herewith accept such transfer. The customer's obligations as listed in Art. 9.4 shall also apply in consideration of the transferred claims.
9.6.3 The customer shall, in addition to us, remain authorized to assert such claim. We commit ourselves not to collect the claim as long as the customer meets his or her obligation to pay the amount due to us, he/she is not unable to meet the payment and we do not assert the retention of title by exerting any of the rights in accordance with Art. 9.5. However, should that be the case, we may request that the customer inform us about the transferred claims and their debtors, provide us with all the information required for collection, hand over the pertaining documents and notify the debtors (third parties) of the transfer. In that case we shall also be entitled to revoke the customer's authorization for any further disposal and processing of the goods that are subject to retention of title.
9.6.4 If the feasible value of the securities exceeds our claims by more than 10%, we will release securities at our discretion upon the customer's request.

Art. 10 Place of performance, applicable law, venue

10.1 Place of performance for any and all services rendered resulting from the contract and these General Terms shall be our registered office.
10.2 The laws of the Federal Republic of Germany shall apply to the contract and these General Terms by excluding international uniform law, in particular UN sales law.
10.3. DE-70195 Stuttgart shall be the exclusive venue for any contracts with dealers, legal entities under public law, special funds under public law and with

foreigners who have no venue in country. However, we reserve the right to also file a suit at the customer's place of business.

Art. 11 Field sample

When granting field sample conditions, which must be given in writing, the machine may only be tested once for 3 hours in operation. The customer shall bear the costs of delivery. We are entitled to supervise the field test by employees or other agents. If a device does not satisfy the customer, he must inform us of this immediately after use and make it possible for us to carry out another field test in the presence of our representative. If the device does not satisfy even then, the customer may reject the goods. In this case, the customer must properly store the device at his own expense until it is collected or otherwise disposed of. The costs of the return shipment shall be borne by the customer. Necessary refreshing costs shall be borne by us.

Art.12 Severability clause

Should one provision of the contract and these General Terms be or become invalid, this shall not affect the validity of the remaining provisions of the contract, respectively these General Terms.

Art. 13 Data processing information

13.1 If the customer contacts us, we will collect and process the customer's following personal data:

– first and last name, company and legal form;

– address;

– e-mail address;

– telephone number (landline; mobile phone);

– any other information required for the execution of this contract concerning correspondence and invoicing.

The data will be processed upon the customer's request and, in accordance with Art. 6, Para. 1 S. 1lit b, Basic Privacy Act, is required for the execution of the contract and the mutual fulfillment of obligations that ensue from the contract. The personal data collected by us will be stored until the end of the legal retention requirement; after that it will be deleted unless we are obliged to store said data for a longer period due to tax and commercial obligations to store and document data (based on HGB, StGB or AO) in accordance with Art. 6, Para 1 S. 1 lit. c, Basic Privacy Act, or unless the customer has agreed to a longer period of data storage in accordance with Art. 6, Para. 1 S. 1 lit. a, Basic Privacy Act.

13.2 The personal data will only be transmitted to any third party

- insofar as this is required for the execution of the contract in accordance with Art. 6, Para. 1 S. 1 lit. b, Basic Privacy Act;
- insofar as there is a legal obligation to do so in accordance with Art. 6, Para. 1 S. 1 lit. c, Basic Privacy Act.

13.3 The customer shall be entitled

- to revoke the consent he/she has once given us at any time in accordance with Art. 7, Para. 3, Basic Privacy Act. As a result we will not be authorized to continue the data processing that was based on said consent in the future;
- to request information about the personal data processed by us in accordance with Art. 15, Basic Privacy Act. In particular, the customer may request information about the processing purposes, the category of the personal data, the categories of recipients to whom the customer's data have been or will be revealed, the projected data storage period, the legal provisions for the correction, deletion, restriction of the processing or objection, the right of appeal, the origin of the customer's data insofar as they have not been collected by us, as well as the existence of an automated decision-making process including profiling and possibly conclusive information about their details;
- to request the immediate correction of any incorrect personal data or the completion of the customer's personal data stored by us in accordance with Art. 16, Basic Privacy Act;
- request the deletion of the personal data stored by us in accordance with Art. 17, Basic Privacy Act, insofar as the processing of same is not required for the exertion of the right to freedom of expression and information, the fulfillment of a legal obligation, for reasons of public interest or to assert, exert or defend any legal claims;
- to request the restriction of the processing of his or her personal data in accordance with Art. 18, Basic Privacy Act, insofar as the correctness of the data is disputed by the customer, the processing is unlawful yet the customer objects to the deletion and we no longer require the data yet the customer requires same to assert, exert or defend any legal claims or the customer has filed an objection against the processing in accordance with Art. 21, Basic Privacy Act;
- to receive the personal data the customer has made available to us in a structured, common and machine-readable format or to request the transmission of the data to another person responsible in accordance with Art. 20, Basic Privacy Act;
- to file a complaint with the relevant control agency in accordance with Art. 77, Basic Privacy Act.

13.4 Insofar as the customer's personal data has been processed based on justified interests in accordance with Art. 6, Para. 1 S. 1 lit. f, Basic Privacy Act, the customer shall be entitled to file an objection against the processing of his or her personal data in accordance with Art. 21, Basic Privacy Act, if there are reasons for that which result from the customer's special circumstances.

If the customer desires to assert his or her right to object, an e-mail addressed to info@guettler.de will suffice.

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