

General Terms and Conditions of Delivery and Service

Section 1 Applicability

1. All our deliveries, services and offers are exclusively governed by these General Terms and Conditions of Delivery and Service which are part and parcel of all agreements we conclude with our contract partners on the deliveries or services offered by us. These terms shall also apply to all future deliveries, services or offers made to contract partners even if not separately restated.
2. Terms and conditions of business of contract partners or third parties shall not apply even if we do not separately object to them in a given case. Terms and conditions of the contract partner or a third party must not be deemed to have been approved by us even if we make reference or point to documents containing them.

Section 2 Offer and closing

1. Our offers are without obligation and non-binding. Statements of acceptance and orders are subject to our confirmation in writing or by telex. The same applies to supplements, changes or collateral agreements.
2. Drawings, images, measurements, weights and other performance indicators shall be binding only if expressly agreed in writing.

Section 3 Services

1. Services for the purposes of these provisions shall be deemed to be performances rendered under service contracts, contracts for work or contracts for the supply of goods.
2. We reserve the right to make changes which conform to commercial practice, are in response to statutory provisions or technological improvements, or involve the replacement of components by equivalent parts provided that usability for the contractually intended purpose is not impaired.
3. We are entitled to provide partial services if these are reasonably acceptable to and usable by the contract partner so long as provision of the remaining services is assured.
4. We are entitled to enlist the services of sub-suppliers and sub-contractors.

Section 4

Prices and payment conditions

1. The applicable prices are those listed in our order confirmation. Except as otherwise agreed, all prices are quoted in euro and are ex works plus packaging, statutory VAT and, in case of export contracts, customs duties as well as public and other charges.
2. Invoices are payable within 30 days without deductions.
3. Set-off against amounts invoiced by us is possible only on the basis of uncontroversial or non-appealably established counter claims. The same shall apply to the assertion of rights of retention.
4. We are entitled to make the provision of outstanding services contingent on payment in advance or on the provision of security if we learn after closing about circumstances that are apt to substantially reflect on the contract partner's credit worthiness and appear to imperil payment of our claims.

Section 5

Performance deadlines

1. The dates and time limits named by us are non-binding unless expressly otherwise agreed in writing.
2. In case of shipment our time limits and dates relate to the point in time of hand-over to the logistic agent, carrier or other third party engaged for the purpose.
3. We are not liable for any delay in performance due to force majeure. This includes post- contractual difficulties in procuring materials, interruption of operations, strike, lock-out, labour shortage, lack of means of transport, official decrees etc. including in regard to our sub-suppliers. In this case, agreed performance periods shall be extended by the duration of the obstruction plus a reasonable restarting period. If the obstruction lasts longer than two months, both we and our contract partners are entitled to withdraw from the contract in respect of the outstanding performances.

Section 6

Warranties

1. To the extent that we are required to warrant, the following paragraphs shall apply:
2. Defects need to be reported to us without delay in writing, not later, however, than within one week of delivery. Defects which cannot be discovered despite careful scrutiny within that period need to be reported to us immediately following discovery.
3. On being informed of a defect, we are free to opt for having the defective part forwarded to us for repair and subsequent return or having the part repaired by staff at the place of delivery.

We may meet requests for repair at a different place in which case we are allowed to charge our standard rates for working hours and travelling expenses - not, however, for the parts covered by our warranty obligation.

4. If an attempt to rectify a defect fails within a reasonable time limit, the contract partner is free to opt for a reduction in our remuneration or for reversal of contract.
5. The warranty period is one year from delivery or, where formal acceptance is required, from the date of acceptance. Warranty claims may not be assigned and may be asserted only by our direct contract partner.
6. Warranty shall lapse where a contract partner alters our product or service or causes it to be altered and if, as a result, any rectification becomes impracticable or is excessively impeded. Moreover, we may claim reimbursement for any rectification costs incurred on account of any alteration.

Section 7

Intellectual and related property rights

1. We remain exclusive holders of the industrial and related property rights as well as of any copyright and know-how ("long-standing proprietary rights") belonging to us at closing.
2. Our contract partner is granted gratuitous non-exclusive, non-transferable and non- sublicenseable rights of use unlimited in terms of time or place to the extent that long-standing proprietary rights are required for the use of our contractual services.
3. We grant our contract partner exclusive rights of use to the results (work results) achieved within the framework of the given contract.

Section 8

Secrecy

1. Each contract partner shall treat confidentially all particulars it learns from the other contract partner during the course of the performance of the given contract, shall use them only for the performance of such contract and refrain from passing them on to any third party.
2. The transfer of such particulars to sub-suppliers or sub-contractors is permissible in exceptional circumstances following an undertaking by the given recipient to observe the same level of secrecy.
3. The duty to observe secrecy shall not apply to facts which were known to the other contract partner before closing, which are generally known, which become generally known without fault on the part of the contract partner initially liable to observe secrecy or which the latter lawfully learns from a third party.

Section 9

Reservation of title

1. Goods delivered shall remain our property pending full payment of all amounts due (including under other contracts with the same contract partner).
2. In case of delay in payment we are free to repossess the pertinent goods at any time. We are also permitted to dismantle such goods if necessary in this context.

Section 10

Liability

1. Our liability for damages, no matter on what legal ground, is limited in accordance with this section 10 to the extent that fault is of the essence.
2. Except in regard to essential contractual obligations (cardinal duties) we shall not be liable for slight negligence. Obligations essential to a contract are in particular the duty to effect performance on time, to assure the absence of material defects and to provide such consultation, protection and care as enable the contract partner to utilize the product/ service essentially as contracted for and to protect the life and limb of its personnel or property.
3. Where we are liable for slight negligence, our obligation shall be limited to 5 (five) million euros per occurrence.
4. We shall not be liable for indirect or consequential damage. Where we are liable on the merits, our liability shall be limited to such damage as we anticipated at closing as a potential consequence of a breach of contract or must be expected to have so anticipated if we had exercised due diligence.
5. The aforementioned exclusions or restrictions of liability shall equally operate in favour of our corporate bodies, legal representatives, employees and other vicarious agents.
6. The restrictions set forth in section 10 shall not apply to our liability for intent, for warranted characteristics, for injury to life, body or health or under the product liability act.

Section 11

Non-solicitation clause

1. No contract partner is allowed to offer employees of another contract partner employment during the term of an existing contract or for a period of two years thereafter. This non-solicitation clause also commits companies affiliated to our contract partners, making the latter answerable for pertinent actions by such companies.

2. A contract of employment for the purposes of sub-section 1 is on a par with other offers or agreements under which an employee's working capacity no longer benefits the contract party previously employing them while entirely or partly benefiting the other contracting party.

Section 12

Data protection

1. Each contract partner undertakes to comply with applicable data protection law, in particular the pertinent law of the Federal Republic of Germany.
2. Each contract partner is not allowed to store, process or use personal data made available to it by the other contract partner except for the contractually agreed purpose. Likewise prohibited is any transfer of such data to third parties except on the instructions of the contract partner concerned.
3. This obligation shall remain in force beyond the end of the contractual relationship.
4. We use cloud services from certified European providers for the processing of your projects. The Information Security is monitored as part of our DIN EN ISO/IEC 27001 certification. If the use of a cloud data storage base is not desired, the contractual partners must inform us in writing.

Section 13

Code of Conduct

1. We set great store by entering into business relations only with such contract partners whose conduct conforms to the ethical and moral principles of our company and the UN Commission on Human Rights.
2. Contract partners therefore undertake to comply with all laws applicable to their activities, to refrain from promoting or tolerating any form of corruption, in particular from any unlawful support of public or private economic decision makers, to adhere to human rights and accepted environmental protection standards, facilitate healthy and safe working conditions and not to permit child labour.

Section 14

Applicable law and arbitration

1. Our contracts are exclusively governed by the law of the Federal Republic of Germany to the exclusion of UN sales law.
2. All disputes arising from or in the context of our contracts shall be non-appealably settled, to the exclusion of ordinary legal proceedings, pursuant to the Rules of Arbitration of the International Chamber of Commerce (ICC). Venue of the arbitration proceedings shall be Berlin, Germany. The panel shall have three arbitrators. Arbitration proceedings shall be conducted in English.

Section 15

Final provisions

Lacunae, if any, contained in a contract shall be deemed to have been filled by such legally effective provisions as the contracting parties would have agreed in view of the contract's economic objectives and the purpose of these general terms and conditions if they had been aware of the omission.