

General Terms and Conditions of Delivery and Payment

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1. Scope

1.1

Unless differing conditions have been agreed upon, all present and future deliveries and services (subsequently referred to as "Deliveries") for customers as defined in Subsection 1.2 are governed solely by the following general terms and conditions of delivery and payment (subsequently referred to as "Terms and Conditions"). Even when we do not expressly object to them, the customer's terms and conditions of business do not become terms of this contract.

1.2

These Terms and Conditions only apply to companies according to § 14 BGB (§ 14 of the German Civil Code), legal persons according to public law, and public special assets (subsequently referred to as "Customers").

2. Conclusion of a Contract, Contract Contents

2.1

Our offers are not binding. Unless differing period is given in the order, the Customer is bound to its order for 14 days after arrival of the order at our place of business. Contracts come into being only upon our written order confirmation or by delivery.

2.2

Oral supplementary agreements or commitments made by one of our employees and going beyond the terms of the written contract or changing these Terms and Conditions to our disadvantage are valid only after being confirmed in writing.

2.3

Our minimum acceptable order amount is 30 Euro. For orders for less than this amount, we will apply an extra charge for small quantities in the amount of the difference between the 30 Euro and the amount of the order.

2.4

Unless they are a) expressly referred to as binding or b) essential, our illustrations, drawings, and details concerning color, weight, and dimensions are only approximations.

2.5

Our product descriptions do not constitute a guarantee.

2.6

Unless other agreements have been reached, customary or minor technically unavoidable variations in quality, color, dimensions, or weight are not defects.

3. Rights and Confidentiality

We retain title and copyrights to all documents and objects we have made, e.g., offers, layout suggestions, construction drawings, prototypes, cost estimates, etc., as well as all to information divulged orally. These documents and objects and this information must be treated as strictly confidential and may not be made available to third parties without our prior written consent.

4. Prices

4.1

Our prices are EXW Brezelstraße 4, 79418 Schliengen (Incoterms® 2010) plus packaging costs and the applicable sales tax.

4.2

Should the period of delivery exceed 2 months, there have been significant changes in pay, salary, material, or raw-materials costs, and we are not responsible for these changes, we may increase the agreed-upon prices appropriately.

5. Payment

5.1

Payments are due without deductions or fees to our bank account within 14 days with a 2 % discount or no later than within one month after arrival of the invoice without any deductions. Decisive for the timeliness of payment is the date of deposit in our bank account. Payments are valid only to the extent that we can freely dispose them at our bank. We accept checks and bills of exchange only on account. The Customer bears banking charges. These charges are due immediately.

5.2

Should payment be delayed, we will charge interest of 8 percentage points above the base rate, or of 10 %, whichever is greater.

5.3

The Customer may withhold payment or offset claims only insofar as the counterclaims are undisputed or legally binding.

6. Delivery and Assumption of Risk, Acceptance, Reservation of Self-Supply, Partial Deliveries

6.1

Delivery is FCA Brezelstraße 4, 79418 Schliengen Incoterms® 2010.

6.2

The Customer assumes risk FCA Brezelstraße 4, 79418 Schliengen (Incoterms® 2010). Should delivery be delayed due to circumstances that are not our fault, the Customer assumes risk as soon as we have informed the Customer that the goods are ready to ship. This condition also applies in those exceptional cases in which we perform other services, e.g., the assumption of shipping expenses or delivery and installation, also by our own transportation personnel.

6.3

Should acceptance have been agreed upon, then, deviating from Subsection 6.2 acceptance is decisive for the assumption of risk. Acceptance must occur at the agreed-upon acceptance time, but in any case no later than within 10 days after delivery. Should acceptance be delayed for reasons that are not our fault, the Customer assumes risk at the agreed-upon acceptance time, but in any case no later than 10 days after delivery to the Customer.

6.4

Partial deliveries in reasonable quantities are allowed.

6.5

Unless we are responsible for the incorrect or delayed delivery, our obligation to supply is subject to the reservation that we are punctually and correctly supplied by our own suppliers. In these cases we may withdraw from the contract.

7. Delivery time

7.1

Delivery periods are only approximate.

7.2

The delivery period begins with the receipt of the order confirmation, however not before clarification of all details concerning the execution of the order and commercial and technical questions, as well as reception of an agreed-upon partial payment or deposit.

7.3

The delivery deadline has been met when the goods have been loaded onto the means of transportation supplied by the Customer before the deadline has expired. Should shipping be delayed for reasons that are not our fault, the delivery deadline has been met when the Customer has been informed that the goods are ready to ship.

7.4

The Customer's change requests extend the delivery period until we have evaluated their feasibility and for the length of time necessary to implement the new specifications in the production process. Should the change request result in the interruption of current production, we may move other orders up and complete these orders. We are not required to reserve production capacity during the delay.

7.5

Should we be in default of delivery, in cases of ordinary negligence our liability is limited to 0.5 % of the net invoice value of the delayed portion of the delivery for every even partial week of delay and to a maximum total amount of 5 % of this value. Claims for damages instead of performance according to Section 13 are not affected by this limit. The Customer must inform us about contractual penalties in regard to his customers no later than at the time at which the contract is concluded.

7.6

Should shipment be delayed for reasons that are not our fault, there will be a monthly charge of at least 0.5 % of the net invoiced value of the stored delivery for storage at our plant.

8. Customer's Obligations

8.1

Should the Customer commission us to construct a product, it must give us all necessary planning information at an early stage. Our offers, cost estimates, order confirmations, and other information, as well as the construction of the product are based upon the current information received from the Customer. The Customer must send us all concluding information immediately, but no later than one week after the order confirmation has been received.

8.2

If the provision of parts by the Customer has been agreed upon, it must have provided them immediately after receipt of the order confirmation, but no later than one week after our request has been received.

8.3

The Customer must inspect the information and parts covered by Subsections 8.1 and 8.2 itself: The information or parts sent to us must be complete, correct, and up to date.

8.4

If it has been agreed upon that the Customer releases the item for construction, the Customer must grant written approval within 3 work days after receipt of the construction drawings.

8.5

Should the Customer not fulfill its obligations in Subsections 8.1 through 8.4 punctually and completely, we may appropriately adjust the price and the delivery period.

9. Force majeure

9.1

Events that are neither foreseeable, avoidable, nor subject to our control (e.g., force majeure; strikes or lockouts; stoppages; difficulties in obtaining material or energy; transportation delays; shortages of labor, energy, or raw materials; actions by administrative bodies; as well as difficulties in obtaining authorizations, in particular import or export licenses) extend the delivery period for the length of the disturbance and of its effects. This extension of the delivery period also applies when the difficulties affect our suppliers or occur during an existing delay.

9.2

Should the hindrance not only be temporary, both parties to the contract have the right to withdraw from the contract. Claims for damages are excluded in the cases mentioned in Subsection 9.1.

10. Packaging

We take back our packaging that accumulates in Germany, but not at private end-consumers, at our place of business and during our usual business hours. The Customer bears the expenses of return shipment.

The packaging must be returned clean, free of foreign substances, and sorted according to type.

11. Retention of Title

11.1

We retain title to the delivered goods until all payments have been received and until all checks and bills of exchange accepted as part of the business relationship with the Customer have been irrevocably credited to our account. Should an open account relationship exist, retention of title applies to the acknowledged balance.

11.2

The Customer must maintain the conditional goods and handle them with care. In particular, the Customer must insure them adequately for their market value against loss and damage at his own expense. The Customer must show us the insurance policy as well as proof of payment of the insurance premiums on request. The Customer cedes to us in advance any claims arising from the insurance policies subject to a condition subsequent of the transfer of title. We accept the assignment of claims.

11.3

Treatment and processing of the conditional goods by the Customer are always carried out on our behalf without creating any liability on our part. Should our goods be mixed or combined with other goods, we acquire title to the new goods in the proportion of the net invoiced value of the conditional goods to that of the other materials.

11.4

The Customer may sell the conditional goods in the normal course of business, but assigns in full all claims against a customer or a third party arising from sale or use on behalf of a customer under the terms of Subsection 11.3 to us in advance.

11.5

The Customer may collect the assigned claims as long as it fulfills its payment obligations to us from the proceeds.

11.6

Should the Customer no longer fulfill its payment obligations, we may revoke our permission to resell or use the goods and demand that the Customer inform us about his assignment of claims and the corresponding debtors, give us all information necessary for the collection of the claims, surrender the relevant documents, and inform his debtors about the assignment. Repossession of the conditional goods does not constitute withdrawal from the contract. Should we withdraw from the contract we may sell the goods on the open market.

11.7

The Customer must notify us without delay of third-party actions against the conditional goods. The Customer must bear the expenses resulting from the defense against an action unless they can be recovered from the third party.

11.8

Should the value of the collateral for our claims exceed our claims by more than 10 %, and should the Customer so request, we will release collateral of our choice to this extent.

12. Liability for Defects

12.1

In order to exercise its warranty rights, the Customer must have properly fulfilled its inspection obligations and the requirement to make a complaint in respect of a defect immediately on receipt of goods according to § 377 HGB (§ 377 of the German Commercial Code).

12.2

Violation of third party industrial property rights is a defect only when these rights are valid in the Federal Republic of Germany.

12.3

Should there be legitimate notices of defects, we have the choice between delivering replacement items or repairing the goods. Should the supplementary performance fail, the Customer may demand a reduction in price or, should there be significant defects, withdraw from the contract. Should the supplementary performance fail, the Customer may demand damages instead of performance according to Section 13.

Should we supply replacement goods for the purpose of rectifying a defect, we bear the necessary expenses for dismantling and removal of the defective goods and the expenses for the installation of the replacement goods only should the defect be our fault and only pursuant to Section 13.

We assume no supplementary performance expenses arising because the purchased item has been moved to a location other than the Customer's place of business after delivery.

12.4

To the extent that the defect is caused by an important third-party product, we may at first limit our liability to assigning the claims due to and rights of liability for defects that we have against the suppliers of the third-party products, unless satisfaction from these relinquished claims or rights fails or for other reasons cannot be enforced. In this case, the Customer is again entitled to its rights in Subsection 12.3.

12.5

Unless we are liable due to personal injury, have violated our responsibilities intentionally or with gross negligence, have fraudulently concealed the defect, in this respect have assumed a guarantee extending beyond this period, or a longer statutory period is compulsory required, the period of limitations is 12 months after assumption of risk.

13. General Liability

13.1

Regardless of the legal grounds, we are liable in cases of willful intent or gross negligence according to the statutory regulations.

13.2

In cases of ordinary negligence, we are liable only when we have violated essential contractual obligations, the performance of which make the proper fulfillment of the contract possible in the first place and in whose performance the Customer regularly trusts and may trust. In these cases, unless there are other provisions in Subsection 7.5 for damages due to delay in performance, our liability is limited to compensation for customary and reasonably foreseeable damages. Our liability according to Subsection 13.3 is not affected by the provision in this Subsection 13.2. We are not liable in all other cases.

13.3

Our liability due to death, bodily injury or illness; arising from product liability law, or due to guarantees is not affected.

13.4

Claims for damages against us according to Subsections 7.5 or 13.2 sentence 1 lapse 12 months after the start of the statutory period of limitation.

13.5

For insurance coverage reasons, the Customer must inform us whether the products we will supply will be used in high-technology safety-relevant areas, e.g., aviation, nuclear power industry, etc.

14. Place of Performance, Place of Jurisdiction, Choice of Law

14.1

The place of performance for all Deliveries arising from this contract is our place of business.

14.2

For all disputes arising from this delivery contract, the place of jurisdiction is the court that is competent at our place of business. We may, however, initiate legal proceedings at the Customer's place of business.

14.3

German law applies. The United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980 does not apply.