



**WEINBERGER**

## Terms of delivery and payment Weinberger Deutschland GmbH

### 1 Scope of deliveries and services

For the scope of deliveries and services, the mutual written declarations are decisive. If a contract has been concluded without such mutual declarations being available, then either the written order confirmation of Weinberger Deutschland GmbH (in the following Weinberger GmbH) or – if there isn't one – the written order of the purchaser is decisive.

Protective devices are only provided if this is expressly agreed upon.

Deliveries take place in the order in which the orders are received and within the framework of the amount of credit the purchaser has. In the case of overdue invoices, deliveries are not made until settlement is made. Weinberger GmbH is not liable for delays in delivery due to *force majeure*, operational or transport delays.

Weinberger GmbH reserves proprietary rights of exploitation to cost estimates, drawings and other documents, without restriction; they may only be made available to third parties after prior written release by Weinberger GmbH. Drawings that are part of bids and other documents are, if the order is not placed with Weinberger GmbH, to be returned without delay if requested. This also holds in the opposite case for the documents of the purchaser. However, they may be made available to such third parties to whom Weinberger GmbH has permissibly assigned deliveries and services.

Should technical improvements be introduced after acceptance of orders, Weinberger GmbH reserves the right to deliver the improved products. Subsidiary agreements are only permissible if they are confirmed in writing.

#### 1.1 Software deliveries

The purchaser acknowledges that software is by nature complex and not completely error-free. If software was entrusted to the purchaser along with the delivery of goods, the purchaser acknowledges that Weinberger GmbH in no way assumes any warranty or liability for the accuracy of software. The purchaser is entitled to use the software in the number of entitlements acquired.

### 2 Prices

The prices are quoted ex warehouse Erlangen, Germany, according to the current price list and agreed currency EURO, without installation and assembly including packing. If the purchaser requires special packing, then the purchaser will be billed for the costs of it. Shipping costs and transport insurance are billed at cost price.

### 3 Reservation of proprietary rights

The goods remain the property of Weinberger GmbH until fulfillment of all claims against the purchaser to which it is entitled from the business relationship. Before that, pledging or transfer by way of security is prohibited and resale is only permitted to resellers in the usual course of business under the conditions that the reseller receives payment from his/her customers. Any costs of interventions are borne by the purchaser. In so far as the value of all security interests, to which Weinberger GmbH is entitled according to Clause 1, exceeds the amount of all secured claims by more than 20%, Weinberger GmbH will release a corresponding portion of the security interests at the purchaser's request.

### 4 Conditions of payment

Invoices of Weinberger GmbH are due net within 30 days net after delivery and issuing of invoice. Decisive for the timeliness of payments is that Weinberger GmbH is credited

in full and without conditions. After the date due, Weinberger GmbH is entitled to demand late interest without proof in the amount of 3% above the respective discount rate, irrespective of the possibility of claiming higher actual damages.

### 5 Warranty and liability for material defects

Weinberger GmbH guarantees that the product is free of material and production defects. If the purchaser indicates such a defect within a period of 12 months, the defect will be repaired or exchanged, at the choice of Weinberger GmbH, within an appropriate period of time at no cost. The purchaser has to ensure that the defect is indicated without delay and kept to a minimum. Weinberger GmbH is not liable for defects due to wear and tear, improper handling, attempted repairs or alterations.

The statute of limitations for warranty claims are delayed by measures for eliminating defects.

Further claims, whether from contract or law, are excluded, in particular claims to compensation for such damages that did not arise from the product itself (consequential harm caused by a defect). This does not apply as far as in cases of intent, gross negligence or lack of warranted characteristics there is compulsory liability by virtue of the law.

### 6 Duty of inspection, notification and rejection in case of material defects and transport damages

Obvious material defects, erroneous deliveries and quantity variances are to be indicated to Weinberger GmbH in writing at the latest 24 hours after receipt of the product.

### 7 Data storage and court of jurisdiction

In accordance with § 33 of the Federal Data Protection Law, Weinberger GmbH points out that it stores personal data having to do with the business relationship. The court of jurisdiction is Erlangen, Germany.

### 8 Binding character of the contract

German law applies to the contractual relationships. Even after demonstrated legal invalidity of individual points, the contract remains binding in its other parts. This does not apply if adherence to the contract would mean unreasonable hardship for one of the parties.

### 9 Commercial disposal of waste equipment

If contractually agreed, Weinberger GmbH disposes of equipment in accordance with the ElektroG legislation of 16 March, 2005, as manufacturer with the WEEE reg. no. DE 28358099, with prior contractual agreement. The disposal of this equipment and also of equipment, in accordance with the EU Guideline 2002/96/EC legislation, of other manufacturers that was contained in the delivery may not be done via residual or house waste; instead, it must be done professionally and in the manner allowed by the EU Guideline 2002/96/EC legislation or local laws.

### 10 Final clauses

No subsidiary agreements have been made. Additional agreements along with these general terms of business, agreement as to their cancellation or non-applicability and the declaration of their change, mitigation and termination must be made in writing. The same applies to the waiver of the requirement that such agreements or declarations be made in writing.