

<p><b>I. General Provisions</b></p> <p>Our deliveries and other services are exclusively based on the current Terms and Conditions. Any general terms and conditions of business of the Ordering Party deviating from these shall not be recognised even by acceptance of its order and shall not apply even if they have not been expressly contradicted in the individual case. By executing the order and accepting the services provided by us, the Ordering Party confirms its agreement with the following conditions. These terms of delivery shall also apply to future business transactions with the Ordering Party.</p> <p><b>II. Offer, Conclusion of the Contract</b></p> <p>1. Our offers are subject to change until accepted by the Ordering Party. Orders placed by the Ordering Party shall be deemed to be irrevocably placed for the Ordering Party. The scope of supply shall only be determined by our written confirmation of order. A contract shall be deemed to be concluded upon receipt of the written order confirmation by the Ordering Party. Until then, our offer shall be considered non-binding. The contents of the contract shall be our written offer as well as any differing provisions in the written order confirmation.</p> <p>2. Agreements or verbal declarations made by our employees that deviate from our terms of delivery shall only be binding on us if they have been confirmed by us in writing or laid down in a negotiation protocol. Later deviations or agreements shall become part of the contract only if specifically, and recognisably agreed in writing. Agreements that do not meet these requirements shall be ineffective.</p> <p>3. The drawings belonging to the offer and other illustrations of our machines and parts shall only be considered for the purpose of demonstration and are neither relevant for their design nor for their overall aspect. The dimensions and weights specified therein are non-binding. Binding documents shall be handed over to the Ordering Party on delivery as part of the documentation. Dimensions, weights, illustrations, drawings and similar information, which are mentioned beforehand, shall be binding only, if they have been expressly confirmed by us as agreed in writing.</p> <p>4. In the case of new constructions and special designs, we expressly reserve the right to decide on the possible execution. If we withdraw from the contract in such a case, claims for damages against us shall be excluded in compliance with the restrictions according to section X.</p> <p>5. We reserve the right to changes in design or shape for the purpose of technical improvements or requirements of the legislator during the whole delivery period, provided the delivery item is not substantially altered and the changes are not unacceptable to the Ordering Party.</p> <p>6. If the Ordering Party unfoundedly withdraws from an order placed, we shall be entitled to claim, without prejudice to the possibility of claiming higher actual damages, at least the costs incurred in processing the order, depending on the progress of manufacturing, plus 5% of the price for loss of profit. It shall be incumbent on the Ordering Party to provide proof of minor damage. The same applies to the mutually agreed termination of a contract, unless otherwise agreed.</p> <p><b>III. Delivery</b></p> <p>1. Delivery deadlines are only binding if they have been agreed in writing. In all other cases, delivery deadlines, even if specified by us, are always subject to change and non-binding. In any case, the delivery period shall not commence until the contract has been concluded, but not before the fulfilment of the existing obligations to cooperate on the part of the Ordering Party, in particular receipt of all documents, provision of material, required authorisations and approvals to be provided by the Ordering Party, as well as payments due. The agreed deadlines shall also be considered as fulfilled with the notice of readiness for dispatch, if the goods are not delivered on time without our own doing.</p> <p>2. The agreed deadline shall be extended appropriately in case of labour disputes (more particularly strikes and lockouts) and in the event of unforeseeable events such as operational disruptions, delayed delivery of essential material, production of rejects, significant staff shortage, regardless of whether these impairments occur in our own or in our subcontractor's plant in accordance with the duration of such events and impairments. The same shall apply to delays in the required cooperation of the Ordering Party. Impairments through force majeure and other disruptions beyond our control such as import and export restrictions, terrorist attacks, among others, shall also give rise to the appropriate extension of the defined delivery deadlines. This shall also apply, if the disruptions occur at a time when we have fallen behind in schedule. In important cases, we shall inform the Ordering Party of the beginning and end of such events in a timely manner.</p> <p>3. Insofar as we have culpably failed to meet a binding delivery deadline for reasons other than those mentioned in paragraph 2, the Ordering Party shall be entitled after the fruitless expiry of a newly set appropriate deadline under the threat to refuse said delivery, to withdraw from the contract impacted by the late delivery.</p> <p>4. Partial and early deliveries shall be allowed, unless they are unacceptable to the Ordering Party.</p>	<p>5. The Ordering Party shall, on our request, declare within an appropriate deadline, if it withdraws from the contract due to the delayed delivery and/or claims for damages in accordance with section X, or if it insists on the delivery.</p> <p>6. Further rights of the Ordering Party arising from delayed performance, such as compensation shall be excluded to the extent stipulated in section X.</p> <p><b>IV. Prices</b></p> <p>1. Prices are net prices, ex works, and are subject to change, excluding packaging. The prices do not include the legal Value Added Tax. The shipping and packaging costs are to be borne by the Ordering Party. Insofar as we are obliged under the Regulation on Packaging to take back the packaging used for transport, the Ordering Party shall bear the costs for the return transport of the packaging used and the specified costs of its recycling or – insofar as this is possible and proved appropriate by us - the reasonable costs additionally incurred for the reuse of the packaging.</p> <p>2. Insofar as changes in the calculation basis arise before the contract fulfillment and such changes were not known by the time the contract was concluded, we reserve the right to increase our prices accordingly. Price amendments are particularly allowed, when there are more than 6 weeks between the conclusion of the contract and the delivery deadline defined. Insofar as the wages, costs of material or other market-relevant cost prices increase before the completion of the scope of supply, we shall be entitled to increase the price in accordance with the relevant cost increase. In such cases, the Ordering Party shall be entitled to withdraw from the contract only, if the price increase considerably exceeds the increase in the cost of living between the placement of the order and the final delivery. If the Ordering Party is neither a merchant, nor a legal entity under public law, nor a special government-owned public fund under public law, price increases in accordance with the aforementioned rules shall be allowed, if there are more than 4 months between the conclusion of the contract and the delivery deadline defined.</p> <p><b>V. Terms of Payment</b></p> <p>1. Invoice amounts shall be deemed to be due within 14 days. The following terms of payment shall apply: 30% down-payment on receipt of the order, 30% on mechanical installation, 30% on delivery and 10% payment after the final acceptance (SAT), but not later than 6 weeks after delivery. Any deviating terms of payment may be specified in the contract. Cheques or bills of exchange are accepted only for the purpose of payment and shall only be deemed settled after receipt of the counter-value. Discount charges and charges for bills of exchange as well as costs for the encashment are to be borne by the Ordering Party.</p> <p>2. If the invoice is not paid within 30 days after receipt, but not later than 30 days after delivery, the Ordering Party is deemed to be in default on payment and we shall be entitled to apply interest for default and claim possibly consecutive damages caused by default. In the event of late payment through the Ordering Party we shall be entitled to charge interest for default to the amount of 8% above the base rate announced by the German Federal Bank. We shall be entitled to claim higher actual damage in individual cases.</p> <p>3. The Ordering Party shall be entitled to set off our payment claims only against those claims or assert a right of retention only with respect to those claims, which are undisputed or have been legally established.</p> <p>4. If the Ordering Party defaults on payment, we shall be entitled to claim prompt cash payment for all due and undisputed claims from the business relationship. This right shall not be excluded by a deferral or by the acceptance of cheques. Furthermore, we shall be entitled to make any outstanding deliveries only against advance payment or the provision of securities. This shall also apply if, after conclusion of the contract, the risk of a lack of solvency on the part of the Ordering Party becomes apparent. We shall further be entitled to withdraw from the contract without notice and without obligation to pay compensation, especially if the Ordering Party is not willing to pay concurrently or to provide security in spite of having been requested to do so.</p> <p><b>VI. Reservation of Proprietary Rights</b></p> <p>1. The delivered goods shall remain our property until the full payment of all claims that have arisen and will still arise from the business relationship, including ancillary claims, claims for damages and encashments of cheques and bills of exchange.</p> <p>2. The reservation of proprietary rights shall remain in force, even if individual claims we are entitled to are included in a current invoice and the balance drawn and recognised.</p> <p>3. If reserved goods are processed into a new movable item, the processing is carried out for us without committing us in any way. The new item becomes our property. In the event of processing, mixing, or combining with other goods that do not belong to us, we shall have the co-ownership proportionally to the value of our reserved goods versus the total value. In this case, the Ordering Party shall store the goods free of charge for us.</p>	<p>4. The Ordering Party shall be entitled to resell, process or integrate the reserved goods within the scope of his ordinary business operations only under consideration of the provisions below and provided that the amounts receivable in accordance with section VI. 4.2 are actually passed on to us.</p> <p>4.1 The Ordering Party's authority to sell, process or integrate reserved goods as part of the ordinary course of business operations shall end with our revocation as a result of a sustained deterioration in the Ordering Party's financial position, but at the latest with its default on payments or with the filing for or opening of insolvency or settlement proceedings against its assets.</p> <p>4.2 The Ordering Party hereby assigns to us the amount receivable with all ancillary rights from the resale of the reserved goods. If the goods have been processed, mixed or combined and we have acquired co-ownership over such goods to the amount of our invoice value, we shall be entitled to the purchase price claim in proportion to the value of our rights over the goods; the Ordering Party hereby assigns to us the amount receivable with all ancillary rights from the resale of the new item to this amount. If the Ordering Party has sold the account receivable within the scope of genuine factoring, our claim shall become due immediately and the Ordering Party shall assign the replacing receivable against the factor to us and immediately pass its proceeds of sale on to us. We hereby accept the assignment.</p> <p>4.3 The Ordering Party shall be entitled, as long as it meets its obligations to pay, to collect the assigned receivables. The right to collect shall cease in the event of a revocation, at the latest however, if the Ordering Party fails to pay or if its financial situation deteriorates considerably and upon explicit reminder on our part. In this case, the Ordering Party shall authorise us to inform the buyers of the assignment and to collect the receivables ourselves. The Ordering Party is obliged to provide us on request with a precise list of the receivables due to us with the names and addresses of the buyers, the amount of the different claims, date of invoice, etc., to provide us with all information required for the enforcement of the assigned receivables and to allow for the verification of such information, and to issue, at his expense, publicly certified documents on the assignment of the receivable.</p> <p>4.4 The Ordering Party shall not be entitled to dispose in any other way of the items which are subject to the reservation of proprietary rights or to our co-ownership nor of the receivables assigned to us. The Ordering Party shall notify us immediately of any seizure, indicating the pledgee.</p> <p>5. If the invoice value of the security existing for us exceeds all our claims including ancillary claims (e.g. interest, costs) by more than 20%, we shall be obliged to release securities of our choice upon request of the Ordering Party or a third party impaired by the over-collateralisation.</p> <p>6. If we take back the delivered goods in respect of the reservation of proprietary rights, withdrawal from the contract shall be considered only if expressly declared by us, without prejudice to any other enforceable provisions of law. We shall be entitled to settle our claims from the reserved goods taken back by private sale.</p> <p>7. The Ordering Party shall store the reserved goods and the new items subject to our ownership or co-ownership free of charge. The Ordering Party shall take out insurance against the usual risks, such as fire, theft and water damage providing customary coverage. The Ordering Party hereby assigns to us its claims for compensation which may arise from the aforementioned damages against insurance companies or other parties liable for damages to the amount of the invoice value of the goods. We hereby accept the assignment.</p> <p>8. All claims and rights arising from the reservation of proprietary rights to all special clauses defined in these terms and conditions shall remain applicable until the full release from contingent liabilities which we have entered into in the interest of the Ordering Party.</p> <p><b>VII. Packaging, Transfer of Risks, Acceptance</b></p> <p>1. Crates, loading sledges and other packaging material shall be charged at cost price. The shipment takes always place ex works based on an invoice and at the risk of the Ordering Party.</p> <p>2. Risks are transferred to the Ordering Party at the latest upon dispatch of the goods. This shall also apply to partial deliveries or if we have accepted other services such as shipping costs, on-site delivery, installation or commissioning.</p> <p>3. Should the shipment be delayed due to circumstances attributable to the Ordering Party, the risks shall be passed on to the Ordering Party from the day the goods were ready for dispatch. However, we are obliged to insure the goods insofar as the Ordering Party demands this and accepts the corresponding costs. In all cases we shall be entitled to demand acceptance of the goods by the Ordering Party in our premises upon completion of the goods (factory acceptance tests - FAT). The provisions under para. 3 shall apply to any delay in (factory) acceptance or its refusal. After the FAT, we shall be entitled to demand payment of up to 90% of the agreed price before we are obliged to dispatch, install and commission the goods.</p> <p>V4. Remains unaffected therefrom.</p>
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<p><b>VIII. Samples</b></p> <p>Each machine is tested prior to shipment. For this purpose, the Ordering Party shall make available the required genuine material free of charge and at our request. The genuine material must comply with the drawings. We are not responsible for ensuring that the entire quantity of genuine material is returned, that it remains undamaged or that it retains its value. Parts produced during the test runs shall not be put into circulation by the Ordering Party.</p> <p><b>IX. Warranty, Liability</b></p> <p>1. We cannot be held liable for public statements made by us, the manufacturer or his agents, if and insofar as the Ordering Party can't prove that the statements have influenced its purchase decision, or if we didn't know or didn't had to know the statement, or if the statement had already been corrected at the time of the Ordering Party's purchase decision.</p> <p>2. The Ordering Party shall check the received goods immediately upon receipt for possible defects and the properties defined. The Ordering Party shall notify us in writing of any apparent defects in the scope of supply without delay, but at the latest within seven days after receipt of the delivery and hidden defects not later than seven days after their discovery. Otherwise, the delivery will be considered as accepted. The Ordering Party shall be obliged to accept the goods, even if they show minor defects.</p> <p>3. The Ordering Party shall give us the opportunity to examine the complaint, in particular, make available the damaged goods and their packaging for inspection by us. If the Ordering Party fails to do so, we shall be exempt from any liability for defects.</p> <p>4. If the Ordering Party demands re-performance for a defect, we can choose, whether the Ordering Party remedies the defect itself or to provide conforming goods instead. Replaced goods become our property and shall be given back to us. Should re-performance or replacement prove to be impossible or not be carried out within the deadline set by the Ordering Party for reasons, which are attributable to us, or should re-performance or replacement fail, the Ordering Party can choose to withdraw from the contract concerning the defective delivery or reduce the purchase price.</p> <p>5. As far as the direct costs arising from the re-performance or replacement delivery are concerned, we shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including shipping. Any other costs incurring for the Ordering Party shall be borne by the latter. The required installation and travelling costs in connection with unjustified complaints shall be borne by the Ordering Party. Any modifications or repair work improperly carried out by the Ordering Party or third parties without our prior written consent shall void our liability for the consequences arising therefrom.</p> <p>6. Claims by the Ordering Party for expenses necessary for the purpose of re-performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses are increased because the delivery item has subsequently been taken to a place other than the Ordering Party's place of business, unless the transfer is in line with its intended use.</p> <p>7. We shall not be liable for damages to the goods caused by normal wear, unsuitable, improper, or non-contractual use, faulty installation or commissioning, excessive strain or improper changes, maintenance works carried out by the Ordering Party or third parties, or by faulty or negligent treatment, insofar as such are not due to our fault.</p> <p>8. Further claims by the Ordering Party, in particular regarding compensation in lieu of performance and replacement of other indirect or direct damages - including incidental or consequential loss or damage, irrespective of the legal ground - shall be excluded. This shall not apply</p> <p>8.1 If we have fraudulently concealed a defect of title or material defect or have assumed a guarantee for the quality of the goods, or</p> <p>8.2 If the damage is due to intent or gross negligence on our part, our legal representatives or vicarious agents, or a negligent breach of substantial contractual obligations by these persons, or</p> <p>8.3 A culpable breach of duty by us, our legal representatives or vicarious agents has led to physical injury or damage to health. In the event of simple negligence, however, our liability to pay compensation shall be limited to the amount of the foreseeable damage typical for the contract.</p> <p>9. The provisions of paragraph 8. shall apply accordingly to direct claims on the part of the Ordering Party against our legal representative or vicarious agents.</p> <p>10. All claims for defects on the part of the Ordering Party including the claims for damages specified in paragraphs 8. and 9. shall become statute-barred one year after delivery of the goods to the Ordering Party. For replacement parts and repair, the limitation period shall be 1 year; however, it shall run at least until the expiry of the initial limitation period for the delivery item. This provision shall not apply insofar as longer periods are prescribed by law pursuant to §§ 438 para. 1 no. 2 (buildings and things used for a building) and § 634 a (defects in construction) "BGB" - Federal Law Gazette.</p>	<p><b>X. Limitation of Claims for Compensation</b></p> <p>Any further claims for damages or other claims for compensation by the Ordering Party, irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligations or from tort, shall be excluded. This shall not apply in cases of mandatory liability, for example under the Product Liability Act, in cases of intent and gross negligence on the part of our legal representatives or vicarious agents, on account of personal injury, bodily harm or damage to health, or on account of breach of substantial contractual obligations. However, the claim for damages for the breach of substantial contractual obligations shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence on the part of our legal representatives or vicarious agents, or liability exists due to personal injury, bodily harm or damage to health. A change in the burden of proof to the detriment of the Ordering Party is not associated with the aforementioned provisions.</p> <p><b>XI. Particular Provisions for Special Machines</b></p> <p>1. If the delivery item is tailored to the special requirements of the Ordering Party, which we have not yet manufactured in this form for the purpose specified by the Ordering Party, and if this is known to the Ordering Party, the following special provisions shall apply.</p> <p>2. If the exceeding of delivery periods or dates is due to unforeseen difficulties of constructive or other technical nature, we may only be in default after the expiry of a further period corresponding to the particular circumstances.</p> <p>3. Irrespective of the agreed performance dates, the delivery item is ready for acceptance if it can provide adequate performance, taking into account the respective technical difficulties of the material to be processed and the economic benefit to the Ordering Party.</p> <p>4. If the prerequisites for the fulfilment of the contract given at the time of the conclusion of the contract or assumed by us without gross negligence, in particular due to new technical knowledge or experience on our part, have changed so substantially that this comes economically close to an impossibility of our performance, we shall be entitled to withdraw from the contract. Claims for compensation by the Ordering Party shall be excluded in this respect.</p> <p><b>XII. Particular Conditions for Installation and Repair Services</b></p> <p>1. Unless otherwise agreed in individual cases, the following provisions set out in paragraphs 2 to 6 shall apply first to installation or repair services to be rendered by us, supplemented by the provisions of the other sections of these Terms of Delivery.</p> <p>2. Installation and repair services as well as services for the setup and commissioning and for the training of personnel shall be remunerated on a time basis in accordance with the valid price list for installation and repair services in Germany and abroad most recently notified by us to the Ordering Party, plus any applicable statutory value added tax. Our service technicians will be assigned according to our in-house capabilities. No guarantee for the observance of a certain deadline can be given.</p> <p>3. In addition to the remuneration, the necessary travel expenses and accommodation costs of the personnel assigned by us for the performance of the service shall be reimbursed by the Ordering Party. In the case of air travels, costs for business class travels, 1st class rail travels and for travels by car shall be reimbursed at the reimbursement rates applicable under the current income tax guidelines.</p> <p>4. In the case of installation and repair services abroad, the Ordering Party shall</p> <p>4.1 at its own expense, provide adequate accommodation for the personnel sent by us,</p> <p>4.2 provide a translator suitable for translation to the extent required, and</p> <p>4.3 in good time prior to departure obtain the necessary permits, visas, etc. for entry and exit as well as for the stay. Furthermore, the Ordering Party shall bear any taxes or other social charges separately incurred due to the provision of installation and repair services abroad.</p> <p>5. If the installation and repair services are interrupted for more than two days for reasons beyond our control, we shall be entitled to recall the personnel assigned to the work until we have been notified</p>	<p>that the reason for the interruption has been remedied. Additional costs caused by the recall of the personnel shall be borne by the Ordering Party. If the interruption lasts more than one month, both contracting parties are entitled to terminate the contract signed for the installation and repair services; unless these services are necessary for the fulfilment of the delivery obligations assumed by us.</p> <p>6. The Ordering Party shall support us to the best of its ability in the provision of installation and repair services.</p> <p>6.1 In particular, provide sufficiently qualified staff to support the installation or repair work to the extent required.</p> <p>6.2 Make available all required documents and information insofar as needed.</p> <p>6.3 Make available appropriate working and staff rooms for the personnel assigned, and</p> <p>6.4 if available, provide or make available technical equipment (e.g. tools, measuring and drawing instruments, electricity, water, lubricants, samples and similar) for the fulfilment of the installation and repair services.</p> <p>6.5 The Ordering Party shall further eliminate any encumbrances likely to impair the execution of the installation or repair work due to external influences, more particularly third-party rights (e.g. third party property rights).</p> <p>The service technicians shall be demanded only, once the Ordering Party has taken all preparatory measures required for the installation of the machine. If the acts of cooperation owed by the Ordering Party are not performed or not performed on time, we shall be suspended from the performance of our obligations for the period in which the respective act is outstanding. In addition, we shall be entitled to set the Ordering Party a reasonable period of grace in writing for the performance of the owed cooperation. After the unsuccessful expiry of this period of grace, we shall be entitled to terminate the installation or repair order placed with us while maintaining our claims for reimbursement of costs and operating times incurred until then as well as any further claims.</p> <p><b>XIII. Illustrations, Drawings, Privacy and Non-Disclosure</b></p> <p>1. Illustrations and drawings for our machines shall be used for the purpose of general demonstration and are not significant for the detailed design and construction. The specified dimensions and weights are non-binding too. We reserve ownership rights and copyrights over drawings, cost estimates and other documents, in particular also software, even if they are handed over to the Ordering Party. Insofar as software is a component of our deliveries and services, the rights granted to the Ordering Party in this respect shall be limited to the use of the programmes in connection with the goods exclusively within the business operations of the Ordering Party. For software or other programmes, which we have obtained from third parties, the limitations of the licence granted to us by these third parties shall apply in addition and we shall inform the Ordering Party accordingly thereof.</p> <p>2. No documents shall be disclosed to third parties. They shall be sent back without delay on request, in the same way as samples. No copies shall be made without our consent. The Ordering Party warrants to keep secret from third parties the entire content of the business relations with us. The Ordering Party shall oblige the employees who necessarily come into contact with such business secrets and any third parties to maintain secrecy accordingly. The Ordering Party shall be liable to us for breaches of this non-disclosure obligation by employees or third parties.</p> <p><b>XIV. Final Provisions</b></p> <p>1. All legal relations shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).</p> <p>2. The place of performance for the subject matter of the contract shall be the head office of our company. The place of performance for the services of the Ordering Party shall also be the head office of our company.</p> <p>3. The place of jurisdiction is the head office of our company. This also applies to proceedings concerning documents, bills of exchange and cheques.</p> <p>4. Should any provision of these terms and conditions of offer/delivery and payment be or become invalid, the validity of the remaining provisions shall not be affected thereby. The contracting parties shall be obliged to replace the ineffective provision by a provision which comes as close as possible to it in terms of economic success.</p> <p>5. In the event of any discrepancy between the English and German versions of these General Terms and Conditions, the German version shall prevail.</p> <p><b>LAS Lean Assembly Systems GmbH</b></p> <p><b>Talstraße 13</b></p> <p><b>73547 Lorch-Weitmars</b></p> <p><b>Germany</b></p> <p><b>Phone: +49 (0) 71 72 - 1 89 17 - 0</b></p> <p><b>Fax: +49 (0) 71 72 - 1 89 17 - 10</b></p> <p><b>Email: info@las-automation.de</b></p>
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