

## GENERAL CONDITIONS OF SALE

These General Conditions of Sale apply to all business relations of Döscher & Döscher GmbH ("Döscher"), in which Döscher provides services, goods, or rights. Döscher is willing to enter into business relationships with a customer based on these General Conditions of Sale only. Any provisions to the contrary in General Conditions of Sale or other contracts of the customers are not applicable.

### 1. Contract conclusion; precedence

1.1 Contract conclusion is effected by signing of the contract / order in question by both parties. Unless otherwise determined in individual cases, the documents provided by Döscher to the customer as preparation of contract conclusion are an offer that is subject to confirmation.

1.2 In the case of contradictions between these General Conditions of Sale and individual contractual provisions, the provisions of the individual contracts shall take precedence.

1.3 Delivery dates, provision dates and other dates stated by Döscher are schedule information that is subject to confirmation unless expressly identified as "binding" in writing. Döscher shall inform the customer about any imminent unpunctuality in a timely fashion stating the reasons.

### 2. Changes to the contractual performance

If one party to the contract ascertains during performance that a change to the scope of supplies and services originally defined is necessary, it shall inform the other party immediately in text stating the reasons. In such a case, the parties shall agree on performance of the suggested change to the supplies or services and on its possible effects on the performance schedule and remuneration. There is no obligation to accept the suggested change to the supplies or services. Döscher is only obligated to effect a change to supplies or services if it has consented thereto in writing.

### 3. Remuneration, terms of payment

3.1 All stated prices and remunerations are net prices (excluding value-added tax).

3.2 Unless expressly stated to the contrary, invoices are due for payment immediately upon receipt of the invoice. As from the 15th day after invoice receipt, Döscher is entitled without further notice to compensation for the damage incurred to it due to the delay, but at least to interest on arrears of 8% p.a. above the base rate of interest. This is without prejudice to enforcement by Döscher of further claims based on default in payment.

3.3 Döscher is entitled to demand collateral security from the customer if circumstances become known that give rise to justified doubt about the solvency and creditworthiness of the customer. If the collateral is not provided within two weeks of the demand, Döscher is entitled to cease providing the service until all doubt has been dispelled or the collateral has been provided. This is without prejudice to further rights of Döscher. The collateral shall be provided as money or as a directly liable, irrevocable, and non-time-limited surety of a credit institution or a major bank. The size of the collateral shall depend on the

volume of the order. The collateral will be returned to the customer as soon as the reason for the provision of collateral ceases to apply.

3.4 The customer is entitled to offset against payment or exercise rights of retention only to the extent that its counter-claim has been confirmed as res judicata or is uncontested.

3.5 The customer must assert objections to the invoice toward Döscher in writing immediately but, in any case, no later than six weeks after receipt of the invoice. The invoice is deemed to be accepted if the customer does not contest it within the said period. This is without prejudice to legal claims of the customer in the case of justified objections after the said period has elapsed if and to the extent that Döscher is still able to verify the objections while complying with the applicable data protection rules.

### 4. Cooperation of the customer

4.1 The customer acknowledges that Döscher is reliant on the cooperation of the customer for successful and timely provision of the goods and services it is engaged to provide. The customer therefore undertakes within its operational sphere to provide all materials, information and infrastructure services required by Döscher to provide the goods and services correctly, completely, and on time. The customer is responsible for any delays caused by its failure to meet its obligation to cooperate on time and to the full. Execution schedules shall automatically be extended by the duration of the delay. Döscher is entitled to charge the customer for additional costs caused by the delay after having given appropriate notice. Moreover, Döscher can demand from the customer that it submit necessary declarations, make necessary decisions, or take necessary actions, setting an appropriate deadline for compliance. If the cooperative action is not taken by this deadline, Döscher is entitled to cancel the contract in question for good reason. This is without prejudice to other rights of Döscher.

4.2 As part of its obligation to cooperate, the customer is obligated, in particular,

(I) to appoint a competent contact with comprehensive powers to negotiate and conclude contacts;

(II) to instruct its employees to cooperate with the employees deployed by Döscher;

(III) to grant employees deployed by Döscher to provide the goods or services access to the facilities necessary to provide the goods or services in the case of work on site,

(IV) to communicate to Döscher immediately all circumstances that come to its notice that could

adversely affect the provision of goods or services by Döscher,

(IV) to communicate to Döscher immediately in writing or text any change of its name, of its firm name, of its residential or business address, of its telephone number, of its e-mail address, of its bank account, of its bank details or similar circumstances that are essential to the contractual relationship.

4.3 If the customer has agreed with Döscher certain provision dates or availabilities, this shall only apply if the customer has complied in good time with all relevant obligations to provide prior services and cooperate.

## 5. Acceptance

5.1 If acceptance is legally or contractually prescribed, the goods supplied or services rendered must be inspected by the customer for compliance with the contract immediately upon completion. If the customer ascertains from its inspection that the good supplied or service rendered complies with the contract, the customer must immediately declare its acceptance to Döscher. If, in its inspection, the customer finds non-conformances with the agreed goods or services, it shall immediately communicate these to Döscher in writing. The report must contain a description of the non-conformance found that is specific enough to enable Döscher to identify and correct the non-conformance.

5.2 Major non-conformances with the agreed goods or services shall be corrected by Döscher within an appropriate time and then resubmitted to the customer for acceptance; the repeat acceptance test shall be limited to ascertaining that the non-conformance has been corrected. Minor non-conformances shall be recorded in writing as defects in the acceptance statement and corrected by Döscher within the framework of the legal provisions for defect rectification.

5.3 If acceptance is not performed, Döscher is entitled to set the customer in writing a period of two weeks to declare acceptance. The goods or services are deemed to have been accepted if the customer fails to specify the defects found by it in writing within this period. The goods or services are deemed to have been accepted as soon as the customer uses the good or service supplied for business purposes. In this case, defect rectification will only be performed by Döscher within the framework of the legal provisions for defect rectification.

## 6. Warranty

6.1 The enforcement of claims based on defects assumes that the customer has duly fulfilled its inspection and notification obligations in accordance with §§ 377 ff. HGB (German Commercial Code) to the extent that these are applicable.

6.2 In the case of justified defects reported in a timely fashion, Döscher shall correct the defects and may do so by its own choice by means of defect rectification or provision of a non-defective substitute. If defect rectification is refused, fails, or is unreasonable to expect of the customer, the customer is

entitled to cancellation of the contract, to a redhibitory reduction, or to enforcement of compensation claims.

6.3 The claims of the customer based on defective goods or services are voided if the customer modifies or processes the supplied goods or services without authorization by Döscher unless the customer can demonstrate that the defects in question were neither wholly nor partially caused by the said modification.

6.4 Unless otherwise agreed, claims of the customer against Döscher based on defects expire within one year, in the case of contracts for work, counted from the acceptance statement, and in the case of sale contracts and contracts for material and labor (§ 651 BGB German Civil Code), counted from delivery of the goods.

## 7. Liability

Döscher is liable toward the customer for all damage arising from breach of contract or from tort only in accordance with the following principles:

In the case of intent, claims based on the German Product Liability Act (ProdHaftG) and in the case of personal injury or death, Döscher is liable without restriction within the framework of the law.

In the case of gross negligence, the liability of Döscher is limited to compensation for typical predictable damage; this limitation does not apply if the damage was caused by managerial staff of Döscher.

In the case of simple negligence, Döscher is only liable if a substantial contractual obligation has been violated or in case of default or impossibility. In these cases, liability is limited to the typical predictable damage.

7.1 The above disclaimers and limitations of liability do not apply if the quality of a sold item is warranted as defined in § 444 BGB (German Civil Code) and in the case of willful non-disclosure of a defect.

## 8. Retention of title

8.1 Döscher shall retain ownership of all delivered measuring instruments and other items until all present or future claims emanating from the business relationship with the customer have been settled in full. The customer is obligated to treat the delivered good with care until full transfer of title and in particular to perform the necessary maintenance work in good time. The customer must immediately notify Döscher in writing about pledging and other encumbrances on the ownership interests of Döscher and support Döscher in enforcement of its rights in accordance with § 771 ZPO to an appropriate degree.

8.2 If the customer resells the items before finally obtaining ownership, it now already assigns to Döscher all claims it has on the purchaser from the contract of sale as collateral for the claim of Döscher. At the same time, Döscher empowers the customer to enforce this claim in its own name.

8.3 Döscher shall at the request of the customer release the collateral to which it has a right to the extent that the value of the collateral exceeds the value of the collateralized claims by more than 20%. Döscher is entitled to choose which collateral to release.

#### 9. Availability of supplies, subcontractors

9.1 If Döscher procures the goods or services it supplies from third parties in a way that is discernible by the customer, all agreed delivery conditions, availabilities and specifications shall apply subject to Döscher receiving its supplies from the third party.

9.2 Unless otherwise agreed in writing between the parties, Döscher is entitled to employ subcontractors to fulfill its obligations.

#### 10. Transfer of services to third parties

10.1 The customer is entitled to provide the services provided by Döscher to the customer to third parties in exchange for remuneration only with the express prior written permission of Döscher.

10.2 **Permission.** The customer can transfer rights and obligations from this contract to third parties only after the prior written permission of Döscher.

#### 11. Non-disclosure

Both parties undertake to treat all confidential information that they receive from the other party from fulfillment of the contract in confidence even after termination of the contractual relationship and only to use it to perform their tasks. Confidential information comprises all information that is identified as such or that is confidential by nature.

The non-disclosure obligation does not apply to information that is generally accessible to the public. Neither does it apply to information that was already known to the other party before disclosure or that was developed independently by the other party.

#### 12. Applicable law, legal venue, severability clause

12.1 Contracts concluded with reference to these General Conditions of Sale are subject to German Law excluding application of the United Nations Convention on Contracts for the International Sale of Goods. If the customer is a merchant ("Kaufmann" as defined by the German Commercial Code), the exclusive legal venue for all disputes in connection with this contract is Hamburg.

12.2 If individual terms of these General Conditions of Sale or the contracts are or become wholly or partially void or the contract contains a gap in its provisions, this does not affect the validity of the General Conditions of Sale or the contract as a whole or the other provisions of the contract.

**Dated: August 2008**



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