

General Conditions (Status 01.07.2014)

of the company



GmbH.

§ 1 Allgemeines – Geltungsbereich

- (1) Our terms of sale apply exclusively; contrary to or deviating from our sales conditions of the customer we do not recognize, unless we have expressly agreed to their validity in writing. Our terms and conditions also apply if we are aware of conflicting or deviating from our sales conditions of the customer delivery to the customer without reservation.
- (2) All agreements made between the customer and AAS GmbH for the execution of this contract, are written down in this contract.
- (3) Our terms of sale apply only to companies within the meaning of § 310 par. 1 BGB.
- (4) Our terms of sale apply also to all future transactions with the customer.

§ 2 Offer - Offer Documents

- (1) If a customer's order qualifies as an offer according to § 145 BGB, we can accept it within 2 weeks. Our offers are non-binding.
- (2) Illustrations, drawings, calculations and other documents we retain ownership and copyright. This also applies to written documents, which are marked as "confidential". Before passing on to third parties, the customer requires our express written consent.

§ 3 Prices - Terms of Payment – Security

- (1) Unless the order confirmation provides otherwise, our prices are "ex works" excluding packaging and transport; this will be billed separately.
- (2) We reserve the right to change our prices reasonable, if occurring after the conclusion of the contract, cost reductions or cost increases, especially due to labor agreements or material price changes. We will verify the costs on request of the customer.
- (3) The VAT is not included in our prices; VAT is included in the statutory amount on the day of our invoice and it is written in the invoice separately.
- (4) Deduction of discount requires a special written agreement.
- (5) Unless stated in the order confirmation, the purchase price is payable net (without deduction) within 30 days of the invoice date for payment; for progress payments after 18 days. The legal regulations regarding the consequences of late payment.
- (6) Off rights to the customer only if its counterclaims have been legally established, are undisputed or acknowledged by us ready for decision. In addition, he is only entitled to exercise a right of retention when his counterclaim is legally established, is undisputed, ready for decision or recognized by us and based on the same contractual relationship.
- (7) If in individual cases otherwise agreed, we are not obligated to make a warranty security.
- (8) If in a particular case a warranty security is agreed, we shall be entitled a guarantee in the amount agreed to provide as collateral.

§ 4 Delivery time - Default in Acceptance - Delay damages

- (1) The delivery time is based on the agreements between the parties. Our observance requires that all commercial and technical questions between the parties have been resolved and the customer all his obligations, such as Providing the necessary official certificates or permits or making a deposit has been met. If this is not the case, then the delivery time will be extended. This does not apply if we are responsible for the delay. The defense of breach of contract is reserved.
- (2) The delivery period shall be deemed observed if the delivery item has left our factory before its expiry or the shipment has been reported. If acceptance is to be made, is - except for justified refusal of acceptance - acceptance date will prevail, or alternatively the notification of readiness for acceptance.
- (3) If non-observance of the delivery period due to force majeure, labor disputes or other events which are beyond our control, so the delivery time will be extended accordingly. We will inform the customer of the beginning and end of such circumstances as soon as possible.
- (4) If the customer is in default of acceptance or culpably violates other cooperation obligations, we are entitled to demand compensation for damages incurred by us, including any additional expenses. Further claims or rights are reserved.
- (5) If the requirements of para. (4) apply, the risk of accidental loss or accidental deterioration of the goods passes at the time transferred to the customer, where he is in default of acceptance or payment.

- (6) Our delivery commitment is subject to the timely and proper self-supply. We will inform the customer immediately about the unavailability of the product and refund in case of cancellation the appropriate consideration to the customer immediately.
- (7) The customer can withdraw from the contract without notice if the entire performance becomes impossible before the transfer of risk. The customer can withdraw from the contract in addition, when ordering the execution of a part of the delivery is impossible and he has a legitimate interest in refusing the partial delivery. If this is not the case, the customer has to pay the amounts attributable to partial delivery contract price. The same applies to inability. Moreover, section, § 7 para. (2).
If the impossibility or incapacity during the delay in acceptance or the customer is solely or primarily responsible for these circumstances, he remains obligated to return.
- (8) If the customer sets us - taking the statutory exceptions - after the due date a reasonable period for performance and not hit the deadline, the customer is entitled under the law to resign. He undertakes to explain to our request within a reasonable period whether he exercises his right of withdrawal. Further claims from delay in delivery shall be governed exclusively by section § 7 para. (2) of these terms.

§ 5 Transfer of Risk - Part deliveries - Slight defects – Obligations Bonds

- (1) Unless stated in the order confirmation, delivery agreed as "ex works".
- (2) The risk passes to the customer when the goods have left the factory, even if partial deliveries are made or we have some other services, For example pays for the shipping costs or delivery and installation. If acceptance is to be made, this is to be carried out for the transfer of risk decisive. The transfer must be done immediately on the acceptance date, alternatively after our notification of readiness for acceptance.
- (3) The customer may not refuse to accept the delivery if there is a minor defect.
- (4) Delayed or remains the shipment or acceptance due to circumstances that are not attributable to us, the shipment or acceptance, the risk goes from the date of notification over to the customer.
- (5) Partial deliveries by us are permissible if they are reasonable for the customer.
- (6) For the return of packaging we are, except in the case of a separate agreement, nor responsible.
- (7) We undertake to complete, of the customer's expense, the insurance he requested.
- (8) If in individual cases otherwise agreed, we are not obligated to make a warranty security.
- (9) If we need to make a warranty security because of any other agreement, we are entitled to provide this through the provision of a guarantee.

§ 6 Liability for defects

- (1) The customer's warranty claims presuppose, that this is his obligation according to § 377 HGB inspection and complaint properly fulfilled.
- (2) For material defects and defects of the delivery, we adhere to the exclusion of further claims - subject to § 7 - as follows:
Property damage
1. All parts shall rectify free of charge at our discretion or replaced free, which turn out due to a situation before the transfer of risk to be deficient. The identification of such defects must be immediately reported in writing to us. Replaced parts become our property.
 2. To carry out all necessary improvements and replacements, the customer must give us the needed time and opportunity by notifying us; otherwise we shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent excessive damage, whereby we must be notified immediately, the customer has the right to remedy the defect itself or through third parties and to demand reimbursement of the necessary expenses.
 3. The expenses necessary for the purpose of repair, we do not refund, if they increase the fact that the delivered item is transported to a place other than the place of delivery, unless the transfer is in accordance with its intended use.
 4. The customer is under the statutory right to cancel the contract if we - can elapse without a reasonable deadline for the repair or replacement due to a defect - in consideration of the statutory exceptions. If only a minor defect, the Customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall be excluded. Further claims shall be solely in accordance with § 7 para. (2) of these terms.
 5. No liability will be accepted in the following cases in particular: unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, abrasion natural, incorrect or negligent handling, improper maintenance, unsuitable equipment, defective construction work, unsuitable foundations, as well as chemical, electrochemical or electrical influences; if they are not responsible for them.
 6. If the customer or a third party improve increase wrong way, there is no liability on us for any consequences thereof. The same applies to without our prior approval any changes to the delivery item.
Defects of title
 7. If the use of the delivery item for infringement of industrial property rights or copyrights in Germany, we shall at our cost the customer the right to further use or modify the delivery item in a reasonable for the customer manner such that the infringement has ceased to exist.
If this is not possible on commercially reasonable terms or within a reasonable time, the customer is entitled to cancel the contract. Under the mentioned conditions, we have the right to cancel the contract.

8. In addition, we will indemnify the customer against undisputed or legally established claims of the respective copyright holders.
- They shall only apply, if
- a) the customer must immediately inform us of alleged patent or copyright infringement,
 - b) customer support us in a reasonable extent in the defense of such claims or enables us to carry out modifications according to § 6 para. (7),
 - c) us all defense measures, including out-of-court settlements,
 - d) the deficiency is not due to a customer's instruction and
 - e) the encroachment was not caused by the fact that the customer has delivered arbitrarily modified or used in a non-contractual manner.

§ 7 Liability – Disclaimer

- (1) If the delivery item by our negligence, failure to or improper execution took place before or after the contract proposals and voting or by the breach of other secondary contractual obligations. In particular instructions for operation and maintenance of the delivery item - can not be used according to the contract by the customer, apply another to the exclusion the customer, the provisions of §§ 6 and 7, para. (2) claims.
- (2) For damages that are not caused to the item itself, we are liable - on whatever legal grounds – only
 - a) in case of intent,
 - b) in gross negligence of the owner / organs or executives,
 - c) in culpable violation of life, body, health,
 - d) defects which we have fraudulently concealed,
 - e) in the context of a particularly be agreed warranty promise,
 - f) there is liability for defects of the delivered goods if the Product Liability Act for personal injury or damage to privately used objects.
- g) In case of culpable violation of essential contractual obligations, we are also liable for gross negligence of employees and for slight negligence; the latter is limited to the contract-typical, reasonably foreseeable damage. Further claims are excluded.

§ 8 Statute of limitation

All claims of the customer - for whatever legal reason - expire in 12 months. . Claims for damages pursuant to § 7 (2) a) - d) and f) the statutory periods shall apply; this applies to defects in a building or for delivery items that were used in accordance with their normal use for a building and have caused its defectiveness.

§ 9 Software application

- (1) As far as software is supplied, the customer is granted a non-exclusive right to use the software, including its documentation. It is provided for use on the intended delivery date. Use of the software on more than one system is prohibited.
- (2) The customer may reproduce the Software only as permitted by law (§§ 69 a ff. Copyright Act), revise, translate or convert the object code into the source code. The customer agrees to the manufacturer's instructions - especially copyright - not to remove or alter without our prior express permission.
- (3) All other rights to the Software and its documentation including copies remain with us or with the software supplier. The granting of sub-licenses is not permitted.

§ 10 Reservation of proprietary rights

- (1) We retain title to the goods until receipt of all payments from the prior business relationship with the customer. In breach of contract customers, in particular default in payment, we are entitled to take back the goods. Taking back the goods by a withdrawal from the contract. We are entitled to dispose of the goods to their exploitation, the sale proceeds shall gem. §§ 366, 367 BGB to the customer's liabilities - minus reasonable realization costs - will be deducted.
- (2) The customer is obliged to treat the goods with care; in particular, he is obliged to insure the transfer of risk at its own expense against fire, water and theft at reinstatement value. If maintenance and inspection work is required, the customer must carry out at his own expense.
- (3) If third parties attachments or other interventions, the customer shall immediately notify in writing so that we can take action pursuant to § 771 ZPO us. If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer is liable for the loss incurred.
- (4) The customer is entitled to resell the goods in the ordinary course of business; he assigns to us all claims in the amount of the final invoice amount (including VAT.) of our claim, which arise from the resale against his customers or third parties, regardless of whether the goods were resold without or after processing is; we accept the cession. To collect this debt, the customer remains even after the assignment authorized. Our authority to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and in particular no application to open insolvency or composition proceedings has been made or payments.

If this is the case, we can demand that the customer gives us the assigned claims and their debtors, makes all information necessary for collection, hand over the related documents and inform the debtors (third parties) of the assignment.

- (5) The processing or transformation of the goods by the customer is always done for us. If the goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods (final invoice amount including VAT.) To the other processed items at the time of processing. The same is true, moreover as for the goods delivered under reservation of title for the item created by processing.
- (6) If the goods are inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods (final invoice amount including VAT.) To the other processed items at the time of mixing. If mixing in such a way that the object of the customer is to be regarded as the main item, it is agreed that the customer shall transfer proportionate co-ownership to us. The customer shall keep the sole ownership or co-ownership for us.
- (7) The customer also assigns to us the claims to secure our claims against him, by the connection of the goods incorporated in real property against a third party; we accept the assignment.
- (8) We undertake to release the securities due to us at the request of the customer insofar as the realizable value of our securities exceeds the secured claims by more than 10%; the selection of the securities to be released is incumbent upon us.

§ 11 Jurisdiction

- (1) If the contractor is a trader, our business is the court of jurisdiction; however, we are entitled to sue the supplier at his place of residence. Any exclusive jurisdiction remain unaffected.
- (2) Unless the order provides otherwise, our registered office is place of performance.
- (3) The law of the Federal Republic of Germany, the application of UN purchasing law is excluded.
- (4) If any provision of this agreement for whatever reason be or become ineffective, or should give a loophole, this shall not affect the validity of the remaining provisions.