

## SALES TERMS AND CONDITIONS

Sales will take place exclusively in accordance with the present conditions which have been accepted by the Buyer and Seller now and also in view of all future sales within the scope of their business relations.

### § 1 Contract

The order confirmation of the Seller is legally binding for the conclusion and content of the contract. Quotations are subject to confirmation.

### § 2 Delivery and Delay of Delivery

**a)** Delivery dates and periods are only binding if they have been confirmed in writing. They will be binding only if the seller himself obtains the supplies correctly and on time. This applies to consumers only if the Seller has concluded a congruent hedging transaction.

**b)** If delivery is made much more difficult or temporarily impossible on account of Force Majeure or other events beyond his control (e.g. strike, lockout, official directives, etc., even if they concern the supplier of the Seller or his sub-contractors) the Seller will inform the Buyer immediately and is then entitled to postpone delivery by the length of the hold-up plus a starting time, provided that this is reasonable for the Buyer considering the purpose of the contract.

**c)** The Seller is entitled to partial delivery if this does not visibly counteract the purpose of the contract. Changes of construction and design are permissible during the delivery period if the change is not unreasonable for the Buyer and the object of purchase is not considerably changed in its function.

### § 3 Prices

**a)** Prices contained in the quotation are valid ex warehouse Darmstadt including packaging and plus value added tax as it is in effect at the time of invoicing. For Orders with a total value of below EUR 50.00 a handling charge of EUR 20.00 may be charged. In case of change requests by the Buyer prices may also change.

**b)** Price changes are allowed if there are more than 4 months between conclusion of contract and date of delivery; in that case the price of the Seller effective at the date of delivery will apply.

**c)** If the Buyer – no matter for which reason – cancels the purchasing contract, the Seller reserves the right to charge a cancellation fee.

### § 4 Terms of Payment

**a)** If not otherwise agreed, purchasing prices, additional expenses, configuration cost and value added tax are payable net cash 10 days after date of invoice. The day of the receipt of payment is effective.

**b)** Partial delivery as well as belated delivery of accessories will be invoiced separately. In this case, the aforementioned terms of payment will also apply. If delivery is delayed due to missing space or technical conditions at the Buyer's or due to circumstances belonging into the sphere of responsibility of the Buyer, the invoice will be issued at supply readiness.

**c)** The Buyer is only entitled to offsetting or retention insofar as counterclaims are undisputed, finally adjudicated or ready for decision.

**d)** The Buyer agrees that the Seller may collect credit reports about him.

**e)** In case of delayed payment of the Buyer the Seller reserves the right to charge interest for delay amounting to 5 % above the prime rate. Additionally, the Seller is entitled to authorize a collecting agency with the enforced collection of payment. Expenses for this action will be for the account of the Buyer, with the exception of the cost of own endeavors and an eventually agreed contingency fee.

### § 5 Risk of Transport

The risk of transport will principally be borne by the Buyer. It will be transferred to the Buyer as soon as the object of purchase has been turned over to the person taking care of pick-up or shipment. It will be the obligation of the Buyer, even if the Seller or a third party authorized by him or own personnel of the Seller will take the equipment over for shipment at the Buyer's expenses.

### § 6 Warranty

**a)** In case of an apparent defect within the responsibility of the Seller, the Buyer is, at his option, entitled to supplementary performance (rectification of fault or replacement). The expenses for such supplementary performance have to be borne by the Seller if they are not boosted by the fact that the object purchased has been removed to a location other than the place of delivery. If supplementary performance is not possible or not acceptable to the Buyer, the Buyer may request a reduction, withdraw from the contract or demand damages as per § 7.

**b)** Warranty will not apply if the object purchased has been carelessly handled, excessively used or has been operated with unsuitable operating resources or has been exposed to detrimental chemical, electronic or electrical influences and the Buyer does not refute the substantiated assertion that, in the first place, the circumstances have caused the defect. The same applies if the equipment has been subject to inappropriate alterations or corrective maintenance work undertaken by the Buyer.

**c)** All used items may show traces of use. This does not represent a defect.

**d)** The Buyer shall be obliged to examine the goods for any visible non-conformity directly after receipt and has to give written notification to the Seller immediately but, at the latest within 10 working days after arrival. Defects which cannot be detected, even by meticulous examination, have to be reported to the Seller in writing immediately after detection. In case of failure to comply with the requirement to give notice of defects no warranty can be extended.

**e)** For new merchandise the warranty for defects vis-a-vis entrepreneurs falls under the statute of limitation after one year from delivery of the object of purchase. As far as longer periods are mandatory as per § 438, par. 1, sect. 2 and § 479, par. 1 BGB, those will apply. Vis-a-vis consumers statutory warranty obligations will apply.

f) Vis-à-vis consumers warranty for used items will be limited to one year from the date of delivery of the object purchased. Vis-à-vis entrepreneurs the warranty will be aa) for computers and computer peripherals as well as for analytical products - 90 days and bb) for computers and computer peripherals as well as for analytical items at a purchase price of less than EUR 255.00 - seven days. With regard to all other used items warranty vis-a-vis entrepreneurs is precluded.

g) The above paragraphs summarize the warranty for products and preclude other warranty claims of any kind. This does not apply to claims resulting from a quality guarantee and for maliciously unmentioned defects; in these cases legal regulations will apply.

h) The Buyer may not convey claims for damages to third parties.

## § 7 Liability

a) The Seller is liable for intent and gross negligence. In case of simple negligence the Seller is only liable for breach of an essential contractual obligation; however, liability for this is restricted to the typical foreseeable damage. Even if gross negligence is evident, liability is restricted to the typical foreseeable damage insofar as the damage has not been caused by executives of the Seller.

b) Limitations of liability as per § 8 lit. a) will not apply as per the Product Liability Act and proven responsibility for damages which relate to loss of life, human injury and health effects as well as for a quality guarantee.

c) Insofar as liability against the Seller is precluded, this will also apply regarding the personal liability for compensation on the part of his employees, representatives and auxiliary persons.

## § 8 Retention of Title

a) The Seller retains the title to the items delivered up to the settlement of all receivables (including all payment balance requests from the current account if a current account exists) to which he is entitled on the basis of any legal grounds now or in future.

b) Vis-à-vis consumers the retention of title will apply under the provision that it will only cover the receivables accrued up to the delivery of the item.

c) Pledging, transfer by way of security and resale of the goods subject to the retention of title are not permitted unless resale exceptionally represents the usual business operation of the Buyer; however, here also resale is only permitted if receivables from resale have not previously been conveyed to third parties.

d) The receivables resulting from the admissible or inadmissible resale of the goods subject to retention of title or resulting from other legal ground (e.g. insurance, unlawful act) will be absolutely assigned to the Seller to serve as security. In this event the Buyer is entitled to collect outstanding receivables in his own name for the account of the Seller. Collection authorization may only be revoked if the Buyer does not duly fulfill his payment obligations.

e) The Buyer must notify the Seller immediately if third parties have obtained access to the goods subject to retention of title or the receivables assigned to the Seller as security and must hand over the documents necessary for third party proceedings. The Buyer will be liable for any resulting damages resulting from delayed notification.

f) If a third party effects payment in place of and with approval of the Buyer, the Seller is entitled to transfer and assign the goods subject to retention of title and the receivables from their resale to the third party, so that the third party will become the successor in title to the Seller in line with the aforementioned conditions.

g) Conversion or alteration of the goods subject to retention of title will always be in the name of the Seller as manufacturer, but without obligation for him. For alterations in combination with other goods not owned by the Seller, the Seller acquires a pro-rata co-ownership of the new item. The same applies in the case of mixing the goods subject to retention of title with third-party property.

h) If the Buyer acts contrary to contract, especially regarding delayed payment, the Seller is entitled, in line with statutory provisions, to withdraw from the contract and to take the goods back or, where applicable, demand assignment of the claim for surrender of the Buyer vis-a-vis third parties.

i) The Seller commits himself to release the securities due to him on demand of the Buyer if the value does not exceed the amount receivable by more than 20 %. The choice of the securities to be released is up to the Seller.

## § 9 Applicable Law and Court of Jurisdiction

a) German Law will be applicable for all contracts based on the above sales conditions excluding any and all principles on conflicts of the German IPR (International Private Law) and also excluding the Vienna International Sales Law. This will apply for all contracts with consumers with the provision that the mandatory regulations at the place of the habitual residence of the Buyer must be given priority if they are more favorable for the Buyer.

b) Place of fulfillment and jurisdiction for all conflicts with entrepreneurs will be Darmstadt. The same court of jurisdiction will apply if the Buyer does not possess an inland place of general jurisdiction, has relocated from inland after conclusion of the contract, or his residence or whereabouts are unknown at the time of institution of legal proceedings.

## § 10 Nullity and Invalidation of former Sales Conditions

With the publication of the aforementioned sales conditions all former sales conditions will become invalid.

Status as of January 2006