

1. General Terms and Conditions

(1) The following terms of sale and delivery apply to all our quotations, deliveries and services, including but not limited to informational and consultancy services; in the case of repair services, only Sections 1, 2, 3, 4, 6, 7, 8, 10 and 11 shall apply. They shall apply in addition to contracts relating to the sale and/or delivery of movable items irrespective of whether we produce the goods ourselves or purchase them from suppliers.

(2) Our terms of sale and delivery shall also apply to all future business dealings between our customers and ourselves, even if we do not explicitly refer to them when executing the contract in question. The terms of sale and delivery shall apply only if our buyer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

The version current at the time of the signing of the contract shall be valid; we will gladly send a copy of said version to the customer upon request.

(3) Our terms of sale and delivery shall apply exclusively. Differing, conflicting or supplementary General Terms and Conditions of the buyer shall become part of the contract only if and to the extent that we have explicitly approved their validity. This requirement of approval shall apply in any case, for example even if we execute the delivery to the buyer without reservation whilst being aware of the buyer's General Terms and Conditions.

(4) Individual agreements reached with the buyer in individual cases shall at all events take precedence over these terms of sale and delivery.

(5) Legally-relevant declarations and notifications made by the buyer with regard to the contract (such as deadlines, notifications of defects, declarations of withdrawal or reduction in price) must be made in writing, that is, in written or text form (letter, e-mail, fax).

(6) Any references to the application of statutory provisions are for the purposes of clarification only. Even without such clarification, the legal provisions shall therefore apply unless directly amended or expressly excluded in these terms of sale and delivery.

2. Delivery – Scope of Contract

(1) In absence of an agreement to the contrary, our quotations are subject to confirmation.

(2) An order of the goods placed by the buyer constitutes a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept such offer to contract within 14 days of its receipt.

(3) Acceptance can be declared either in writing (by means of an order confirmation, for example) or by delivery of the goods to the buyer.

(4) If several goods are ordered, this represents the conclusion of multiple separate purchase contracts, provided that the buyer does not communicate to us at the time of order that the goods ordered should be handled as a whole item.

(5) Our written contract confirmation shall be the sole binding document stipulating the goods and services owed according to the contract. Sketches, drawings, illustrations, measurements, weights or other data provided in brochures, circulars, price lists, other publications or in our quotations and/or the documentation belonging thereto shall not constitute a warranty regarding quality or any other warranty; they serve only to describe the product. They shall be only of limited importance and applicability.

(6) We reserve the right to make modifications in the construction, choice of materials, specifications and type of assembly/building, even after having sent a contract confirmation, as long as these modifications serve to improve the product technologically and the customer's acceptance can be reasonably expected.

3. Delivery Times

(1) We have the right to make partial deliveries of goods.

(2) The delivery times confirmed by us are not binding unless a binding commitment was given.

(3) In all cases, delivery and/or service periods shall begin only once agreement has been reached regarding all details of contract performance and the customer has performed all duties required of it, including but

not limited to providing all information, documentation, samples and parts to be provided by it and paying a deposit, if such has been agreed. Should we find gaps or defects in the above, we shall inform the customer immediately. Should the customer be in arrears with a payment or a service/action to which it is obligated, any delivery and/or service periods that may previously have been agreed shall be frozen for the duration of the arrears.

(4) Whether delivery is in default will be determined according to statutory law. A reminder by the buyer shall be required in all cases, however. Unpredictable and unavoidable events (war, situations similar to war, energy or materials shortages, sabotage, strikes, legal lock-outs, as well as all other interruptions in production or acts by governmental authorities over which we have no control), shall for their entire duration release us from the obligation to perform services and/or deliver goods within the specified period. This shall also apply in the event that they occur during a previous delay. Delivery periods and dates shall thus be extended to a reasonable degree. This shall also apply to services and/or goods from our suppliers that are not provided punctually or properly, for reasons beyond our control. Should events as described above have a duration of more than six weeks, the customer shall have the right to cancel the contract; the same shall apply to our right to cancel the contract.

4. Prices – Terms of Payment

(1) In the event of increased prices due to higher costs for materials and/or wages, we reserve the right to invoice the price valid at the time of delivery in the case that the delivery takes place more than four months after the date of the contract confirmation, or after four months due to reasons for which the customer is responsible, and as long as the adjustment of the price is reasonable for the customer, taking our own interests into account. If no contract confirmation has been provided, the date of the order shall be the reference date.

(2) For all orders based on our catalogues, brochures and price lists, and in the absence of any explicit agreement to the contrary, the prices contained in the price list current on the date of contract signature shall be valid. These shall be sent to the customer upon request.

(3) Our prices shall be understood to be ex works, packaging not included. The legally stipulated value-added tax is not included in the price. The current tax rate as of the date of delivery or performance will be calculated and added to the price.

(4) The goods shall be delivered ex works, which is also the place of execution for the delivery and any possible follow-up performance. The goods will be sent to a different place of destination (mail order purchase) at the buyer's request and expense. Unless other arrangements have been made, we are entitled to determine the method of dispatch ourselves (the transport company, dispatch route and packaging in particular). The buyer shall bear the transport costs ex works as well as the costs of any transport insurance that is required by the buyer. Any customs duties, fees and taxes as well as other public levies shall be borne by the buyer.

(5) In the absence of any other agreements, and subject to Section 10, all payments shall be made in full and without any deductions within 30 days of the invoice date and delivery and/or acceptance of the goods to the office/account stipulated on the invoice. However, within the scope of an ongoing business relationship, we are also entitled at all times to execute a delivery in whole or in part only against payment in advance. We shall declare an appropriate reservation with the confirmation of the order at the latest.

(6) Upon expiration of the payment deadline, the buyer will be in default. Interest is to be paid on the purchase price at the respective applicable rate during the period of default. We reserve the right to assert claims for higher damages caused by delay of payment. Our claim to commercial maturity interest against merchants remains unaffected.

(7) Cheques and bills of exchange shall be accepted as payment on a provisional basis only. The payment by cheque or bill of exchange shall be deemed to have been made only when the invoice amount has been irrevocably paid into our bank account. The same shall apply in the case of payment by credit or purchasing card. All expenses caused by bills of exchange, cheques and/or bank discounts shall be borne solely by the customer.

(8) The customer shall have the right to the offsetting of costs only in the event that its counterclaims are confirmed in a legally binding manner, are uncontested or accepted by us; the customer shall only be entitled

to retain payment in such cases. There shall be no retention of payment due to counterclaims that do not have the same legal basis. In the event of defects in the delivery, the buyer's counter-claims shall remain unaffected.

(9) The customer may only assign any claims against us to third parties with our explicit written consent, without which such assignment shall be invalid; monetary claims shall be excepted from the above.

(10) In the event that after the signing of a contract circumstances become known that make the customer's ability to pay appear questionable, such as the initiation of bankruptcy proceedings, a tendency to make late payments or arrears in earlier deliveries/performance, we shall be authorised to refuse to perform our contractual obligations until we have received a reasonable security deposit/collateral; in this case, any delivery or performance periods shall be extended correspondingly. We shall also be entitled to deliver on a C.O.D. basis. In the event that delivery has already taken place, we shall be entitled to deviate from Section 5 and demand the immediate payment of our invoice. Should the customer fail to fulfil our request for a security deposit/collateral within a reasonable period, we shall be entitled to cancel the contract; in this case the customer shall have no claim to damages compensation. In the case of contracts for the manufacture of specific items (making to specification) we can withdraw immediately; this shall not affect the legal provisions concerning the dispensability of fixing a time limit.

5. Passing of the Risk

(1) The risk of an accidental loss or accidental damaging of the goods shall be transferred when they are handed over to the buyer at the latest. However, in the case of mail order purchase, the risk of accidental loss and accidental damaging of the goods and the risk of delay is passed when the goods are delivered to the forwarder, carrier or other person or organisation carrying out the shipping. This shall also apply in the event of partial deliveries or if we have agreed to perform other services, such as delivery or bearing delivery costs. In this case we shall select the type and route of delivery that appear to us to be most economical.

(2) The customer shall be obligated to accept deliveries containing minor defects.

(3) If the customer is in default of acceptance, omits to carry out an act of cooperation, or if our delivery is delayed due to other reasons for which the buyer is responsible, then we are entitled to demand compensation for the damaged incurred to us including additional expenses (such as storage costs). In these cases, the risk of accidental loss or accidental damaging of the goods shall pass to the customer upon notice of readiness for delivery.

6. Warranty

Our warranty is provided in accordance with legal requirements based on the following rules:

(1) The basis for any claim of defects is first and foremost the agreement regarding the quality of the goods in our order confirmations. We provide a warranty only in the case that the object in question is used properly and in accordance with our specifications. There shall be no warranty for defects due to chemical, physical or thermal values that are unusual and of which we have not been informed by the customer upon signing the contract. The same shall apply in the case of defects caused by repairs or modifications to the object in question which have been performed by a third party.

(2) Regardless of the commercial obligations to inspect and notify the supplier of defects which are stipulated by law, obvious defects must be reported to us in writing within 14 days after receipt of the delivery or, in the event of concealed defects, within the same period after their detection; otherwise, no warranty shall be granted.

(3) We will bear or reimburse the expenses for examination and supplementary performance, particularly the transport, transit, work and material costs as well as any costs for installing or dismantling in accordance with the relevant statutory provisions if a defect actually exists. Otherwise, we can demand compensation from the buyer for the costs that we incurred from the unjustified request for rectification (especially testing and transportation costs) unless the missing defectiveness was not evident to the buyer.

(4) Should the object have a defect, we will either remedy it or deliver

a replacement object. The customer must grant us a follow-up delivery period of at least 30 days for the performance of these obligations. Our right to refuse the chosen rectification under the legal requirements remains unaffected.

(5) Should the obligations not have been performed at the end of this follow-up delivery period, the customer may, in accordance with legal requirements and Section 7, claim damages compensation, reimbursement of costs, a discount in the purchasing price, may cancel the contract or – in the case of repair contracts – remedy the defect itself at our expense.

(6) To the extent that the customer is entitled to the above-mentioned rights in addition to the late performance of the obligations, the customer shall be obligated to inform us upon request and within 14 days whether and how it intends to exercise these rights. Should the customer not declare its intentions within this period, or should the customer demand late performance of obligations, the customer shall be entitled to claim the other rights only after a further follow-up delivery period of 30 days has expired without results. In the event that we are not able to meet a deadline in the course of an extension, the preceding applies accordingly.

(7) Only the customer is entitled to warranty rights; these may not be transferred to third parties.

7. Limitation of Liability

(1) We are liable to the full extent allowed by (German) law for damages incurred by our customers in the event that our offices or our executives are culpable of gross negligence or of intent. In addition, we are liable in the event that we are in breach of important contractual obligations, upon the fulfilment of which the customer should especially be able to rely. This shall also apply to cases of simple negligence. In the event of breach of important contractual provisions due to simple negligence, and in the case of intent and/or gross negligence of persons responsible for fulfilling contractual obligations who are not executives, we shall be liable only for damages to an amount that would be predictable in a typical case, taking all important and recognisable circumstances into account. We assume no liability for consequential damage such as lost profits or savings or any other indirect damage, or for recorded data. We assume no liability for the breach of less important contractual duties due to simple negligence.

(2) The above-mentioned liability limitations shall apply to all damages claims, independent of their legal basis. They shall not, however, apply to damages claims resulting from harm to the life, body or health of persons. Our liability in accordance with the German Product Liability Act (Produkthaftungsgesetz) and in the event that we offer a quality or durability warranty shall also not be affected by the above.

(3) The liability limitations above shall also apply to our employees and all other third parties employed or commissioned by us.

(4) In the event of a breach of duty that is not attributable to a defect, the buyer can only withdraw or give notice if we are responsible for the breach of duty. A free right of termination of the buyer (in particular according to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

8. Hazardous Working Materials

(1) In delivering objects to be repaired by us, or in returning objects to us, the customer agrees to strictly observe the version of the German Hazardous Materials Act (Gefahrstoffverordnung) valid at the time of delivery.

(2) Especially devices and equipment that are filled with hazardous materials or have come into contact with such materials in any other way shall be packed and labelled accordingly by the customer. The customer shall also explicitly refer to any connection with hazardous materials as regulated by the above-mentioned Act in the written repair contract and – if this can be reasonably expected – append a safety data sheet in accordance with 91/155/EWG.

(3) We reserve the right to refuse to accept and repair devices or equipment as described in Section (2) at any time and without any limitation whatsoever, referring to the connection with hazardous working materials, except when the above-mentioned devices were manufactured by us and are under our warranty according to German law. We assume no liability for compensation claims of any kind.

(4) We explicitly reserve the right to press damages claims in the event that the customer fails to observe the regulations regarding hazardous working materials.

9. Reservation of Ownership

(1) We shall remain in ownership of the delivered goods until full payment of all present and future claims has been made in full as agreed in the sales contract and within the scope of an ongoing business relationship.

(2) The buyer is authorised until section (c) below is revoked to continue reselling and/or manufacturing the goods under reservation of ownership in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The reservation of ownership covers up to the full value of the products resulting from the processing, mixing or connecting of our goods and we shall be deemed to be the manufacturers. In case of processing, mixing or combining our goods with products of a third party, the title of which is retained, we shall acquire co-ownership in such processed, mixed or combined goods in proportion to the invoice value. Furthermore, the same applies to the resulting product as to the supplied goods which are subject to reservation of ownership.

(b) The buyer hereby assigns to us, by way of security, any and all claims from the resale of the goods or the products vis-à-vis third parties in full or to the extent of any co-ownership interest in accordance with the preceding paragraph. We accept the assignment. The obligations of the buyer named in Par. 2 shall also apply in view of the assigned claims.

(c) Beside ourselves, the buyer shall remain authorised to collect the claim. We undertake not to collect the claim as long as the buyer fulfils its payment obligations to us, there is no other deficiency in its performance capability and we do not assert the reservation of ownership by exercising a right in accordance with Par. 3. However, if this is the case, we can request that the buyer informs us of the assigned claims and their debtors, provides all information which is necessary for the collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to withdraw the buyer's right to continue selling and manufacturing the goods under reservation of ownership.

(d) If the realisable value of the securities exceeds our claims by more than 10%, at the buyer's request we shall release securities at our choice.

(3) The customer shall not be entitled to pledge reserved goods or to pledge them as security. The customer shall be obligated to inform us immediately of distraint or execution proceedings of any kind and to give us the opportunity to initiate third-party intervention against execution in accordance with § 771 ZPO; all costs caused by such actions shall be borne by the customer.

(4) Should our property be lost due to mandatory legal provisions, the customer shall be obligated to assign to us already now any rights to compensation from the owner to which the customer is entitled, to the amount of the sum invoiced by us for the object to which we retain the title.

10. Statute of Limitations

(1) Contrary to Section 438 Par. 1 No. 3 BGB, the general period of limitation for claims from defects of quality and title is one year from delivery. Insofar as an acceptance has been agreed, the statute of limitations shall begin with the acceptance.

(2) However, if the goods are a building or an object used as a building in accordance with its normal use and which have caused its defectiveness (construction material), according to the statutory regulations, the period of limitation is five years from delivery (Section 438 Par. 1 No. 2 BGB). Additional statutory special regulations for the statute of limitations shall also remain unaffected (especially Section 438 Par. 1 No. 1, Par. 3, Sections 444, 445b BGB).

(3) The above-mentioned periods of limitation of sales law shall also apply to contractual and non-contractual claims for damages by the buyer which are attributable to a defect of the goods, except if the application of the regular statute of limitations Sections 195, 199 BGB) would result in a shorter statute of limitations in individual cases. Claims for damages by the buyer in accordance with No. 7 Par. 2 of these terms of sale and delivery as well as according to the Product Liability Act shall

become statute-barred exclusively according to the statutory limitation periods.

11. Other Provisions

(1) Patent rights, copyrights and all other protective rights involved in the goods and/or services provided by us are not transferred to the customer. The customer may only publish or otherwise distribute plans, quotations, price files, illustrations, sketches, samples/patterns and any other technical documents with our previous written permission. The same shall apply to the duplication or copying of the above-mentioned documents for third parties or allowing third parties access to the above-mentioned documents. In the event that the documents are published, forwarded, duplicated or made accessible to third parties, the buyer shall be liable for damages.

(2) In the case of all disputes arising from the contract, including but not limited to legal proceedings regarding certificates, cheques, and bills of exchange, and provided the customer is a businessperson, a legal person under public law or a special fund under public law, any legal action shall be filed at the court that has the jurisdiction, both in terms of location and of type of claim, for our company's headquarters or the branch of our company that carried out delivery. In addition, we shall also be entitled to file legal proceedings at the location of the customer's headquarters.

(3) This contract and the contractual relationship between us and the buyer are subject to German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) in particular.

(4) Furthermore, reference is made expressly to the Incoterms 2010, whose content applies to this contract and the contractual relationship between us and the buyer.

(5) Modifications, supplements and additions and the cancellation of these General Terms and Conditions may be made only in writing (letter, e-mail, fax) and with BD SENSORS' explicit consent. Contracts and acceptance, modification to contracts, supplements and ancillary agreements must be in writing (letter, e-mail, fax) to be valid; also, the other party to the contract must be informed of them. Communication by e-mail shall be considered as equivalent to written communication. Both parties to the contract shall be obligated to inform the other party of new or changed e-mail addresses.

(6) Should individual provisions of the contract be or become invalid or legally contestable, or should the contract be incomplete, the validity and applicability of the remaining provisions shall not be affected thereby. Said remaining provisions shall be interpreted and/or supplemented in such a way as to fulfil the parties' intentions as far as possible.