

## GENERAL CONDITIONS OF SALES AND PURCHASE

### I. Offers and Conditions

The following terms and conditions of Lorenz Messtechnik GmbH, D-73553 Alldorf, (hereinafter referred to as "us / we") apply to all of our offers, sales, deliveries and purchases, only. This also applies if the buyer / seller stipulate other conditions. Deviations are only valid if they are confirmed by us in writing. Verbal side agreements are not valid. The performance of contract is subject to the review and compliance (incl. possibly required permits) of the national and international export and import regulations of foreign trade. Hereunto, our contractual partner shall submit the required documents at our request.

### II. Offers and Delivery

- 1.) Our offers are non-binding and without obligations.
- 2.) The supply contract shall not be deemed to be completed, until the order was confirmed by us in writing.
- 3.) If the contract goods shall be supplied on call and if they are not called within the fixed period, we reserve the right to arrange and invoice the delivery.  
The performance period for call orders is 12 months from our written confirmation date, unless other agreements were made. .  
In case of cancellation or non-performance of a call order, the accrued costs up to this date and/or costs for storage must be settled by the purchaser in its entirety. .  
In case of cancellation or non-compliance of the call order, the expenses incurred up to this date and/or storage costs must be paid by the buyer in its entirety.
- 4.) The purchaser agrees to comply with the respective applicable national, European and international anti-terrorism regulations as well as the national (AWG/AWV) and the European (Dual-Use-VO 1334/2000 in relevant version) export control regulations. Furthermore, the purchaser agrees to comply with the US re-export laws (EAR) and sanctions (OFAC) for goods or technical data which are subject to these US-regulations. If an approval has to be issued by the respective authorities on the basis of the a.m. regulations, the purchaser shall obtain this permit and notify us thereof.

### III. Delivery Times

If the non-compliance with an agreed delivery and performance period is attributable to force majeure, labor disputes, unforeseen obstacles or other circumstances we are not responsible for, the delivery or performance period will be extended accordingly. If a delivery date is exceeded by more than 4 weeks, a reasonable grace period must be set by the buyer. Claims for damages of any kind due to arrears or other non-compliance of agreed deliveries are excluded, except in case of § 276 2 BGB. Partial deliveries are permitted.

### IV. Prices

Unless otherwise stipulated, our prices are EXW (ex-works Alldorf, Incoterms 2010) excluding packaging and sales tax. However, prices of not delivered goods can be changed if essential circumstances such as change of nominal rates, taxes, inflations or other drastic measures make the delivery unacceptable with the original price. The minimum order value is 100 EUR. Orders with lower values are generally invoiced at 40 EUR. Errors and/or spelling mistakes in quotations, cost estimates, order confirmations and invoices etc. do not bind us.

### V. Shipment

Shipments are at the expense and risk of the purchaser in each case. The mode of dispatch is determined by us according expediency. Costs for requested express shipments or special delivery modes shall be borne by the purchaser.

### VI. Terms of Payment

Payment must be made within 10 days of the invoice date with a 2% discount, or within 30 days net. After the expiry of the time limit for payment, collection expenses and interest will be charged. Bills of exchange or checks will only be accepted with subject to their proper redemption. If the buyer is in default of payment, we are entitled, without prejudice to any other rights, to withhold all further supplies and services.

### VII. Retention of Title

All delivered goods remain our property until the final payment. In the case of processing, the resale thereof may be done by the buyer in the ordinary course of business, only. However, he may not pledge or collateral the goods. If the goods supplied by us are processed with other objects, the purchaser hereby assigns his ownership or co-ownership, as well as claims against third parties resulting from the processing, to us. The retention of title shall not be affected by down payments of a third party or bill surety. Despite our retention of title, the buyer is liable for the loss, damage and/or deterioration of the delivered goods to the full extend.

### VIII. Liability for Defects

We warrant that the sold products are properly packed and free from damage at the transfer of risk point. Objections about quality of the consignment or lack of packaging must be made in writing immediately, however, at the latest within 8 days from receipt of the delivery.

### IX. Compensation Delivery

A credit note may only be issued upon clearly determination of duty of replacement by detailed examination at our factory. If the objection is legitimate, we will bear for the shipment and remedy the deficiencies, either by free repair or replacement. Any further liability, especially for damage and/or consequential damages is excluded.

### X. Warranty

Claims of the purchaser due to defects of the delivered goods expire one year after delivery of the purchased item to the buyer. .  
If the acquirer is a legal entity of public law, a public sector fund or an entrepreneur who acts upon conclusion of the contract in exercise of his commercial or independent professional activity, the sale is excluding all warranty claims for defects of the delivered goods. .  
Warranty claims are excluded, if the purchaser or a third party executes modifications of any kind or repairs on the delivered goods or if the goods were subject to faulty handling. Wear parts are excluded from warranty.

### XI. Miscellaneous Claims for Damage

Claims for damages against us, in particular due to violation of consulting or contractual obligations, breach of contract, tortious acts and negligence in contracting are excluded. .  
If the purchaser is a merchant, we are not be liable, even if the damage was caused by gross negligence or intentional agents, or employees who are not senior executives or legal representatives of Lorenz Messtechnik GmbH, unless the damage was caused by the breach of an essential contractual obligation. Agreements with our distributors and sales representatives must be confirmed by us in written form, expressly.

### XII. Exemption from Product Liability Claims

The customer is obliged to release us from any third party claims which are made against us because of damage that has been caused by one of our products alone or together with other components built into the final product. If the price of the products supplied by us is not proportionate to the asserted claim for damages, we shall be exempted from product liability claims. An adequacy is exceeded when the claim exceeds double of the purchase price. The liability applies to the order value in principle.

### XIII. Return of Goods

The return of goods is explicitly subject to approval by us in advance. Return shipments which were not approved by us will be returned to the sender on his expense. Custom-made products are generally excluded from the return of goods. Administrative expenses for incoming goods inspections and other handling will be invoiced with a service lump sum. Transport costs for returned goods must be borne by the sender, in principle.

### XIV. Place of Performance and Jurisdiction

Place of performance and jurisdiction is the principal office of Lorenz Messtechnik GmbH, if the buyer is a legal person under public law, a public sector fund or an entrepreneur who acts upon conclusion of the contract in exercise of his commercial or independent professional activity.

- 1) The law of the Federal Republic of Germany as well as the European Community applies as far as it is part of the law of the Federal Republic of Germany.
- 2) If a provision of contracts or these conditions of sales become wholly or partially invalid or ineffective by new legal regulations, the validity of the contract and these terms and conditions shall not be affected. The same applies if the contract or these conditions of sales should be incomplete.

### WITHDRAWAL OF ELECTRICAL AND ELECTRONIC APPLIANCES

The collection and disposal of electrical and electronic waste equipment is free of charge, provided that the equipment was delivered free domicile. Alternatively, a container is available for direct disposal at our premises.

## GENERAL CONDITIONS OF PURCHASE

### I. General

The following purchase conditions apply for our orders and transactions, exclusively. Differing sales conditions of the supplier shall only be deemed accepted if they are confirmed by us in writing. The acceptance of goods or services shall not constitute consent to the suppliers conditions of sales.

### II. Orders

If the supplier fails to confirm the order within 1 week from receipt, we are entitled to revoke the order. Orders, transactions and call orders as well as any changes and amendments must be in writing. The quality assurance guidelines according ISO 9000 et seq. are part of this contract.

### III. Delivery

Confirmed delivery dates and deadlines are binding. If confirmed deadlines are not met, we are entitled, without prejudice to further legal provisions, to withdraw from the contract after a reasonable grace period. We are entitled to reimbursement of all additional costs incurred by late deliveries and/or services, caused by the supplier. If it is predictable that a scheduled delivery can not be made in time, the supplier must inform us in writing immediately.

### IV. Invoicing

An invoice must be issued for each order. The invoices may not be enclosed with the shipment.

### V. Transfer of Risk

The supplier bears the risk until the goods are accepted by us.

### VI. Payment

Payment is due within 15 days from receipt of the invoice with 3 % discount, or within 30 days net.

### VII. Warranty

The supplier shall warrant for material and design of the goods supplied to us, even without on time notice of defects. Effected payments prior to the detection of defects shall not constitute recognition that the goods are free from defects and that they were delivered according to the regulations. If an incoming inspection, which exceeds the normal scope becomes necessary as a result of defective delivery, the supplier shall bear the costs. If rework is necessary by us, this will automatically reduce the purchase price. If rework is not possible, we are entitled to a free replacement delivery.

### VIII. Production Damages

If our customers or third parties claim product liability, the supplier is obligated to indemnify us from such claims as far as the damage was caused by an error on behalf of the supplier, i.e. his products. In these cases, the supplier shall also bear the costs for possible legal actions or product recalls in its entirety.

### IX. Copyright Protection

If we provide order related drawings, plans or software, we reserve the copyrights. The submitted documents remain the property of Lorenz Messtechnik GmbH in principle and must be returned at expiration of the contract. Any duplication or disclosure to persons of third parties is forbidden without our written approval and will be avenged by law in case of default.

### X. Place of Performance and Jurisdiction

See XIV, GENERAL CONDITIONS OF SALE AND PURCHASE

### XI. Patent Infringement

The supplier warrants that no patents or rights against persons of third parties shall be breached.