

I. General Information

1. Our Conditions of Sale and Delivery apply to all current and future business relations.
2. These Conditions of Sale and Delivery also apply to all information contained in related prices lists, advertisements, Internet pages and similar media.
3. Even if known beforehand, the purchaser's deviating, contradictory or supplementary general standard terms and conditions will not become a component of the agreement unless their application has been explicitly arranged in advance.

II. Quote and Contract Formation

1. Our offer remains without engagement until the contract has been awarded.
2. Tenders and documents such as pictures, drawings, information regarding weights, measurements, performance or operating costs are only approximations unless they have been designated as being binding. We reserve the proprietary rights and copyright for all tenders, drawings and the other documents that have been conveyed to the purchaser. They may not be made available to third parties and must be surrendered immediately on demand or should the order not be placed.
3. After receiving the order, we are entitled to accept it within two weeks. This acceptance can be signified either in writing or by having the goods delivered to the purchaser. The delivery extent will be exclusively determined by our confirmation of the order. To become effective, subsequent amendments or alterations to the order in writing must be explicitly confirmed by us.

4. Although we will immediately confirm the receipt of the order insofar as the purchaser places his order electronically, this confirmation by itself does not represent a binding acceptance of the order.

III. Extent of Delivery

1. The extent of the delivery will be determined by our written confirmation of the order.
2. Additional deliveries or short shipments through production conditions of up to 10 % are permitted.
3. We are entitled to making part deliveries.
4. With regard to repair orders, we may also repair faults and damages which only become apparent during the repair work. Instead of performing the repair work directly, we may deliver items that are completely or partially different or items of the same value in exchange.

IV. Prices

1. Prices apply ex works Runding including loading at the works, however excluding packaging, dispatch and additional costs. The relevant statutory value added tax will be added.
2. Prices are based on the costs applying on the day of the offer. We reserve the right to adapt our prices accordingly should cost factors such as material, wages, freight or other production costs change.

V. Payment Terms

1. Our invoices are payable net cash 30 days after invoicing.
2. Repair bills are payable net cash 10 days after invoicing.
3. Special constructions are payable as follows: 1/3 upon the order confirmation being received, 1/3 once the purchaser has been notified of the readiness to dispatch with the remaining balance being due within another month.
4. The purchaser is only entitled to counterbalancing rights or to claim rights of retention if his counter claims have been legally established, if they are undisputed, or if they have been recognised by us and are based on the same contractual relations.
5. Cash discounts are only allowed with special written permission. They are not allowed otherwise.
6. Our representatives and assemblers are only permitted to collect charges if they can present a corresponding authority in writing.
7. Bills of exchange will not be accepted. Cheques will only be accepted on account of payment.
8. With a default on payment, we are entitled to charge interest on defaulted payment of 8 % above the base interest rate of the German Central Bank, whereby we are also entitled to prove a higher default damage.

VI. Retention of Title to Ownership

1. Goods supplied by us to the purchaser remain our property until all secured claims have been paid up. The goods and the merchandise that take its place according to this provision and that are

covered by the reservation of title to ownership will hereafter be referred to as the conditional commodity.

2. The purchaser will safely keep the conditional commodity for us free of charge.
3. The purchaser may process and sell the conditional commodity in orderly business operations until the enforcement event takes place (Paragraph 8). A pledging or assigning of conditional commodity for security is not permitted.
4. Should the purchaser process the conditional commodity, then it is agreed that the processing will be performed in our name and to our account as the manufacturer, and that we will either directly acquire the rights to the newly created article or, if the processing takes place by using the material of several owners or if the value of the newly produced article exceeds the value of the conditional commodity, that we will then acquire a co-ownership (fractional share of the commodity) to the newly created article in proportion to the value of the conditional commodity to that of the newly created article. Should we not acquire such an ownership, then the purchaser will now already assign his future ownership or - in the proportion mentioned above - the co-ownership in the newly created article to us as a security. Should the conditional commodity be combined into an integrative article with other articles or be inseparably mixed, and should one of the items be considered to be the main item, then insofar as the main item belongs to us, we will assign the purchaser a proportional ownership in the integrative article in the proportion mentioned in Sentence 1.
5. Should the conditional commodity be resold, the purchaser will now already assign us the resulting claims against the purchaser as a security, or in the event of a co-ownership in the conditional commodity on our part, he will assign us the resulting claims in proportion to our share in the ownership. The same applies to oth-

er claims that take the place of the conditional commodity or that otherwise arise in place of the conditional commodity such as for example insurance claims or claims resulting from tortious acts or through loss or destruction. We herewith revokably authorise the purchaser to collect claims assigned to us in his name for our account. We may only revoke this direct debit authority in the event that the agreement should be enforced.

6. Should third parties seize the conditional commodity, particularly through attachment, the purchaser will immediately refer them to our ownership rights and inform us accordingly to enable us to assert our ownership rights. Insofar as the third party is unable to repay the relevant court or the out-of-court costs, the purchaser will be liable for these costs.
7. We will release the conditional commodity and the articles or claims taking its place if requested to do so by and at the discretion of the purchaser insofar as their value exceeds 50 % of the secured claims.
8. We may assert the surrender of the conditional commodity should we withdraw from the agreement (enforcement event) if the purchaser has violated the agreement, particularly in the event of a default on payment.

VII: Delivery Period

1. Deliveries will be made ex works.
2. Promises we make regarding deadlines and delivery dates for deliveries and performances always only relate to approximate dates unless a fixed period or date has been explicitly ensured or arranged. Insofar as a shipment has been arranged, the delivery deadlines and delivery dates refer to the time when the goods have been transferred to the carrier, freight forwarder or else to another third party commissioned to carry out the transport services.

3. Irrespective of our rights through the default of the purchaser, we can demand an extension of the delivery and performances deadlines or a postponement of the delivery and performance dates from the purchaser in order to extend the time period during which the purchaser fails to meet his contractual obligations towards us.
4. We accept no responsibility for being able to deliver or for delivery delays that are caused by force majeure or other events that were not foreseeable at the time when the agreement was concluded (e.g. all kinds of breakdowns, problems in procuring material or energy, transport delays, industrial action, legal lock-outs, shortage of manpower or of energy or raw materials, problems in obtaining the required official permits, official measures or an overdue delivery or a delivery of merchandise other than that stipulated or delivery delays caused by suppliers) which we are not responsible for. We may withdraw from the agreement when such occurrences significantly obstruct our deliveries or performances and subsequently render them impossible to perform and the obstruction is not only of a temporary nature. Temporary obstructions will lead to an extension of the delivery and performance deadlines or a postponement of the delivery and performance dates during the time of the obstruction plus a reasonable start-up time. Should an acceptance of the delivery or performance no longer be reasonable for the purchaser because of the delayed performance, then he may withdraw from the agreement by immediately stating this to us in writing.
5. We are entitled to making partial deliveries.
6. Should we default on a delivery or performance or should our delivery or performance subsequently be rendered impossible to perform irrespective of the reason, then our liability for damages will be limited in accordance with Clause X. of these Conditions of Sale and Delivery.

VIII. Place of Performance, Dispatch, Packaging, Passing of Risk, Acceptance

1. Should nothing else have been arranged, then the place of performance for all obligations arising from this agreement will be Runding. Should we also be responsible for the installation work, then the place of performance will be the place where the installation will be carried out.
2. The shipment and packaging used will be determined by our impartial judgement.
3. The risk will pass to the purchaser no later than when the delivery item is transferred to the carrier, the freight forwarder or to another third party commissioned to perform the transport services (whereby the begin of the loading procedure will be relevant). This also applies to partial deliveries or when we have taken over other deliveries or performances (e.g. shipment or installation). Should the shipment or transfer be delayed through circumstances that are attributable to the purchaser, the risk will pass to the purchaser on the day that we are ready to dispatch the goods and that we have notified the purchaser accordingly.
4. The purchaser will carry the storage expenses after the risk has passed. Should we store the goods, we will charge 0.25 % of the invoiced amount of the merchandise being stored for each elapsed week. The right to assert and prove additional or lower storage costs remains reserved.
5. We will only insure the shipment against theft and breakage as well as against transport damage and fire and water damage or other insurable risks at the explicit request of the purchaser.
6. If an acceptance takes place, the delivery item will be considered as having been accepted if:

- the delivery has been made and, insofar as we are responsible for installation work, the installation work has been carried out;
- we have notified the purchaser accordingly with a reference to the fictitious / notional acceptance (of work) according to this Clause X. and requested that he accept the goods;
- 12 workdays have passed since the delivery of the goods or the performance of the installation work, or the purchaser has begun to use the delivery item (e.g. by starting up the delivered machinery), and in this case 6 workdays have passed since the delivery or the installation, and
- the purchaser has failed to signify the acceptance during this period for a reason other than for a fault that has been reported to us which would prevent the use of the delivery item or significantly impede its use.

IX. Warranty

1. The warranty period equals one year from the date of delivery or, insofar as an acceptance is required, from the date of acceptance.
2. The delivery items must be carefully inspected by the purchaser or by a third party authorised by him immediately after they have been delivered. The items will be regarded as having been accepted if we have not been notified in writing within 7 workdays of the delivery of the delivery item of obvious defects or other defects recognisable by an immediate careful inspection or otherwise within 7 workdays of the discovery of the fault or of the point when the fault should have become apparent for the purchaser through a normal use of the delivery item without being inspected further. If requested by us, the rejected delivery item must be returned to us freight paid. If the complaint is justifiable, then we will reimburse the costs of the most favourable shipping route. This, however, does not apply should the costs increase because the delivery item is at a different place than that of its intended use.

3. With regard to redhibitory defects of the delivery items, following a reasonable grace period for us to make a decision on a course of action, we are first and foremost obligated and entitled to make a subsequent improvement or a replacement delivery. Should this fail, e.g. if this should subsequently become impossible to perform or be unreasonable or should the subsequent improvement or replacement delivery be refused or unreasonably delayed, the purchaser may withdraw from the agreement or reduce the price within reason.
4. Should a defect arise through our fault, the purchaser may then claim for damages according to the conditions contained in Clause X.
5. With regard to defects to components of other manufacturers which we cannot remove because of licensing rights or for actual reasons, we will at our discretion either assert our warranty rights against the manufacturer and the supplier for the account of the purchaser or we will assign these rights to the purchaser. Warranty claims for such defects exist against us under the other conditions and according to these general terms and conditions of delivery if the legal assertion of the above claims against the manufacturer and supplier has proven unsuccessful or if, for example, an insolvency should make such an assertion pointless. The limitation of the affected warranty claims of the purchaser against us will be suspended during the term of the legal action.
6. The warranty will lapse if the purchaser alters the delivery item without our consent or if he has it altered through third parties and this makes it subsequently impossible to remove the defect or if this should unreasonably impede its subsequent removal. In any case, the purchaser must bear the additional costs of having the defect caused by the alteration removed.

7. An individual arrangement with us to supply used items will be made without warranty claims.

X. Liability to Claims for Damages

1. On whatever legal grounds, particularly for a subsequent impossibility of performance, delayed performance, defective delivery or delivery of merchandise other than that stipulated, or a breach of the duty to perform, a breach of duties during contractual negotiations including tortious acts, our liability for claims for damages is limited according to this Clause X. insofar as it relates to a fault.
2. We will not accept liability for the
 - a) ordinary negligence of our corporate agents, legal representatives, employees or other vicarious agents or for the
 - b) gross negligence of our non-managerial staff or other vicarious agents insofar as this does not affect a breach of essential contractual obligations. Essential contractual obligations comprise the punctual flawless delivery of an order and the performance of an installation as well as the duty to furnish counsel and fulfil advisory, protection and care obligations designed to enable the purchaser to make the contractually intended use of the delivery item as well as to protect the life or limb of the purchaser's personnel or of third parties or to protect the purchaser's property from considerable damage.
3. Insofar as we are basically liable for damages according to Clause X. 2., this liability for damages is limited to possible damages of a breach of the agreement that we have foreseen when concluding the agreement or which with due consideration for the circumstances that were known to us or that we should have been aware of or which by applying ordinary diligence we should have foreseen. Indirect damages and consequential damages caused by defects of the delivery items can only be indemnified insofar as such damages can

be typically expected to occur when the delivery item is being used as intended.

4. Should we be liable for ordinary negligence, then our liability for property and personal damages is limited to the amounts determined by our business liability insurance policy AS-0472388446 even if this concerns a breach of essential contractual duties.
5. The above liability limitations and restrictions apply similarly to our corporate agents, legal representatives, employees and other vicarious agents.
6. Should we provide technical information and advice including technical information and advice that does not belong to the contractually arranged extent of the services owed by us under the agreement, then these services will be provided by us free of charge and excluding any liability.
7. The restrictions of Clause X. do not apply to our liability for gross negligence, for guaranteed quality features, for damages to life, limb or health or to our liability according to the product liability law.

XI. Final Provisions

1. The place of jurisdiction for any disputes arising from the business relations between us and the purchaser will at our discretion be either Cham or the business seat of the purchaser. For legal action taken against us, Cham will be the exclusive place of jurisdiction. Compulsory legal provisions regarding exclusive places of jurisdiction are not affected by this provision.
2. The relations between us and the purchaser are exclusively governed by the law of the Federal Republic of Germany. The United Nations Convention for the International Sale of Goods (CISG) from 11 April 1980 does not apply here.

3. Should regulation gaps appear in the agreement or in these general terms and conditions of delivery, then those legally effective regulations for closing these gaps will be considered as having been arranged which the contractual partners would have arranged according to the economic objectives of the agreement and the purpose of the general terms and conditions of delivery if they had been aware of the gap in the regulations beforehand.

4. The purchaser acknowledges that data from the contractual relations will be stored by us for data processing purposes according to Section 28 of the Federal Data Protection Law, and that we reserve the right to transfer these data to third parties (insurance companies) insofar as this is required in fulfilling the agreement.

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