

1. Our terms and conditions exclusively apply, excluding contracts of sale concluded through our online-shop, on any agreements and supplies and other services, including contracts about planning services, engineering services and consulting services.

We hereby object to any counter confirmation, counter offer or reference by the Buyer to his general terms and conditions. Any dissenting terms and conditions of the Buyer shall only apply if we have confirmed the same expressly in writing.

Our General Terms and Conditions shall apply to any delivery of goods or services provided by our company unconditionally, regardless of our knowledge of differing terms and conditions of the Buyer.

2. Our General Terms and Conditions shall serve as a framework agreement for all subsequent transactions with the same Buyer, for any agreement on the sale or the delivery of goods and products as well as all planning services, engineering services and consulting services provided, without any need of express reference thereto or agreement thereon at the conclusion of such transaction.

3. Our General Terms and Conditions are only obtained for transactions with entrepreneurs (§14 BGB (German Civil Code)), corporate bodies under public law and public law special properties (öffentlich-rechtliche Sondervermögen) in terms of § 310 BGB (German Civil Code).

4. The General Terms and Conditions of Delivery of the electronic wholesale trade, for transactions with non-consumers -version of 2010- of the "Bundesverband des Elektro Großhandels" (VEG e.V., Victoria-Strabe 27, 53173 Bonn, are valid subsidiary to our General Terms and Conditions. In case of conflict, our terms and conditions shall prevail those given by the VEG.

1. Our offers shall not be binding unless otherwise stated in the order confirmation. Inasmuch as an offer is not binding, its underlying documents such as pictures, drawings and references to size, quantity and weight are only roughly defining the offer, unless something else is expressly agreed.

2. All agreements between the Buyer and us concerning the execution of this contract need to be put down in writing. Our employees and our sales agents are not authorised to conclude any collateral agreement or to covenant beyond the coverage of the written contract. Any collateral agreement or covenants needs to be confirmed in written form by our company.

The provisions under sub-section 1 and 2 do not affect the validity of oral statements given by persons who are unlimitedly or unrestrictedly to the outside empowered to act as representatives of our company.

3. We shall retain full title and copyrights of all pictures, drawings, calculations and other documents. They must not be passed on to a third party and nobody but the Buyer shall gain access to these documents. This especially applies to written documents labelled as "confidential"; the Buyer will need our expressly written consent in order to grant a third party access to these documents.

4. In case we take cognisance of any facts, especially default of payment concerning earlier goods and services, which in duty bound judgement suggest that the Buyer may not be able to perform his obligations from the contract and that thus our pecuniary claims may be endangered we shall be entitled, whilst setting a deadline, to demand either concurrent payment or corresponding guarantees from the Buyer. Should the Buyer object to these conditions, we shall have the right to withdraw from the contract while all invoices for former deliveries and all invoices for partial deliveries are due instantly.

1. For all orders without agreements on duration, quantity and delivery time we may request a written confirmation hereof, in which all the relevant details are laid down, at the latest three months after the order has been sent out. If the Buyer does not comply with such request within a time period of three months we may set an additional grace period of two weeks to perform. After the elapsing of the additional grace period our company has the right to either withdraw from the contract or to refuse delivery and to claim damages for non-fulfilment.

2. In case the delivery is delayed or we are in delay in delivery the Buyer may only claim damages deriving from the delay, if we are responsible for the delay due to culpable negligence or intent. The claim of the Buyer is limited to the reasonably predictable damages that would typically occur due to the delay.

3. If the Buyer, after we are in delay in delivery, sets an appropriate grace period for supplementary performance, he has the right to withdraw from the contract, should we fail to perform within that time period. Any claims for damages are limited to the reasonably predictable damages that would typically occur due to the delay and may only arise if we are responsible for the delay due to culpable negligence or intent.

4. Notwithstanding the provisions under sub-section 3 and 4 the liability for damages of life, body and health as well as fundamental breach of contract (obligations that are essentially important to perform the contract in the first place and which the contracting party may assume in good faith) remains. For fundamental breach of contract due to slight negligence, we shall only be liable for the typical and reasonably predictable damages that would occur.

The limitation of liability pursuant to sub-section 3 and 4 shall not apply on short sellings (Kaufmännisches Fixgeschäft, §376 HGB (German Code of Commercial Law)); it shall also not apply if the Buyer proves the discontinuance of his interest in performance of the contract due to the delay we are responsible for.

Any compliance with our delivery time and time of performance presupposes that the Buyer fulfils all his obligations timely and duly.

6. In case of default of acceptance or failure to fulfil obligations to co-operate by the Buyer we are entitled to claim the damages as well as any additional expenses that occurred.

In such case the perils of accidental loss or accidental impairment transfer to the Buyer by the time he falls in default of acceptance.

7. The delivery time shall be extended –even in case of a primary delay in delivery– in case of occurrence and for the duration of the following events, namely force majeure and other unforeseen incidents and hindrance arising after the conclusion of the agreement yet outside our responsibility, including particularly disturbance of business operations, strike, lock out, blockage of road transport infrastructure, insofar as these hindrance are proven to be relevant for the delivery. This shall also apply if the named hindrance occurs to our suppliers or sub-suppliers. We shall inform the Buyer immediately about the occurrence and the end of such hindrance. The Buyer may request us to declare whether we choose to withdraw from the contract or to deliver within an appropriate time period. If we do not instantly declare our will to deliver, the Buyer may withdraw from the contract. Any claims for damages are excluded in this case.

The foregoing provision may also apply in concern of the Buyer, if such hindrances occur on his side. The Buyers statutory rights of withdrawal, which might have arisen at an earlier point in time, e.g. from doctrine of frustration (Wegfall der Geschäftsgrundlage) or impossibility of performance, shall not be affected at any time.

If the Buyer demands any testing or inspections (such as for material, functioning or measuring values) before accepting the delivery or performance, extent and manner of these inspections may be agreed upon separately. The costs of these inspections shall be at the expense of the Buyer.

1. The delivery is carried out ex works, thus the place of performance is our factory. On demand and on the cost of the Buyer the goods may be sent to a different place, sale of delivery to a place other than the place of performance (Versendungskauf, §447 BGB (German Civil Code)). Unless otherwise agreed we may choose the manner of consignment (especially carrier, dispatch route and packaging). The perils transfers to the Buyer by the time he receives the goods (deliveries without assembling and installation), even if delivery free of carriage charges is stipulated.

2. The perils of accidental loss or accidental impairment shall transfer to the Buyer at the latest by the time the goods are handed out to the Buyer. In case of sale of delivery to a place other than the place of performance the peril of accidental loss or accidental impairment as well as the peril of delay of delivery shall transfer to the Buyer as the goods are handed out to the carrier, hauler or any other person or institution assigned for the dispatching. As far as acceptance is agreed or our company is obliged to carry out assembling and installation not only as supplementary obligation, the acceptance shall be decisive for the transfer of perils. Default of acceptance may have the same effect as delivery to the Buyer or acceptance.

3. If the Buyer fails to accept in time (default of acceptance) or neglects any obligations to co-operate or if our delivery is delayed due to other circumstances for which the Buyer is responsible, our company is entitled to claim damages resulting from the delay as well as compensation for all additional expenses (e.g. storage costs).

1. In case of delivery our prices are advertised "ex-works" excluding packaging, unless otherwise stated in the order confirmation. The packaging shall be invoiced separately.

2. Our prices shall exclude any statutory VAT; these shall be stated on the invoice bill separately on the day of issuance of invoice.

3. Any allowance or cash discount needs to be stipulated and agreed upon expressly.

4. For contracts with a delivery or performance time of more than four months we reserve the right to adjust our prices (wages) to any cost increase, especially due to collective labour agreements or an increase of material costs. On demand we shall proof the existence of these circumstances to the Buyer.

A Buyer who is not a registered merchant (in terms of the HGB) may withdraw from the contract in case the price increase accounts for more than 5% of the original price.

5. In case the Buyer is in default of payment our company may claim damages due to default and other damages that have occurred, according to the laws and regulations.

6. The Buyer shall not be entitled to set-off unless his counterclaims are established as final and absolute or are indisputable.

7. The Buyer may not claim a right of retention, unless his underlying counterclaims are established as final and absolute or are indisputable. Our company is able to avert the exercise of the right of retention by a bail. The bail amount may not exceed the owing amount and may be executed by our company (liable as principal) through a perpetual directly enforceable suretyship given by Stadtparkasse Rheine or a German big finance institute. The Buyer may only call upon the Rheine Sparkasse or the German big finance institute out of the suretyship after his counterclaims have been admitted or established as final and absolute.

1. We shall retain full title of the goods that have been delivered until the receipt of the full payment, thus until the Buyer has discharged all claims arising from the business relation (which shall include any future claims as well as claims arising from contracts that were concluded in the meantime or after this contract). In case of a current account relation the retention of title may refer to the account balance acknowledged. In case of claims arising from reverse promissory notes our right of retention of title may not expire before the Buyer pays the note.

2. If the Buyer shall be in breach of contract, especially default of payment we shall have the right to immediately take back all our goods delivered under retention of title, given that the prerequisites for a withdrawal from contract are established. The withdrawal or the garnishment of the delivered goods by our company shall be regarded as an implied withdrawal from the contract itself. After the redemption of the goods our company shall be entitled to the utilisation of the goods; the revenue –appropriate utilisation charges to be deducted– may set off the obligations of the Buyer.

3. In the event of garnishment or any other third party's action against our goods delivered under retention of title, the Buyer is obliged to immediately notify our company in written form about the forthcoming event, so we can take action under the terms of §771 ZPO (German Code of Civil Process). As far as the third party is not able to bear the costs of the legal actions or out of court proceedings in terms of § 771 ZPO (German Code of Civil Process), the Buyer shall, instead of the third party, be liable for all expenses incurred by our company.

4. The Buyer shall be liable for the perils of the goods delivered under retention of title up to the full amount of our receivables (total amount invoiced including VAT), regardless of the fact whether our goods were sold inseparably assembled or mixed with the Buyer's property or not. The assigned claims may also refer to the accepted account balance as well as in the event of bankruptcy of the buyer of the Buyer (sub-purchaser) on the thus casually determined account balance. We accept the assignment of these claims.

The Buyer shall, despite the assignment, be authorised to collect any receivables arising from the resale of the goods.

Our company's right to collect these receivables itself shall thereof remain unaffected. Yet we oblige not to make use of this right as long as the Buyer accomplishes his obligations to pay from the receivables and is not in default of payment and, in particular, does not file for bankruptcy or legal composition proceedings, and no cessation of payment is present. In the events mentioned above we may demand the Buyer to immediately specify to us his debtors in the claims assigned and provide us with all information and documentation necessary for collection and to notify the third party (debtors) of the assignment.

5. Any working or adaptation of the goods delivered shall be regarded as undertaken on behalf of our company.

If the goods in which we retained title shall be assembled with goods that are third party property, we shall acquire co-title in the new goods or the mixed goods in proportion of the invoice value of the goods delivered by us under retention of title and the value of the other goods used at the time of processing. Goods emerged from such processing shall subject to the same provisions as goods delivered under retention of title.

6. If the goods in which we retained title shall be mixed with goods that are third party's property, we shall acquire co-title in the new goods or the mixed goods in proportion of the invoice value of the goods delivered by us under retention of title and the invoice value of other goods. If the proportions suggest that the property of the Buyer has to be accounted as the main component of the good, it is agreed that the Buyer assigns the co-property or co-title in the goods pro rata to our company. In this case the Buyer may keep our property or title, or our property or co-title in the goods safe on behalf of our company.

7. The Buyer furthermore assigns all his claims against a third party arising from the connection of the purchased goods with landed property, as far as this is necessary to secure our claims against the Buyer from the sale of the goods.

8. We oblige to release the securities due to us as far as liquid value of the given securities exceeds the value of our undoubtedly secured claims by 20%, in accordance to our choice.

For any kind of installation or assembling, unless something else has been expressly stipulated, the following provisions may apply:

- The Buyer may bear the costs for or provide timely:
- a) the number of assistants with tools necessary
- b) all extra works outside our particular section of industry including all building materials and other materials necessary for the installation
- c) operating personnel, water, heating and electric lighting
- d) appropriate facilities for the storage of engine parts etc., as well as rooms for our assembly personnel
- e) Protective clothing and safety devices which are needed because of special circumstances at the installation site and which are not in line with our industry's standards

2. In case of a delay of the assembling, installation or the initial operation due to the Buyer's delay of acceptance, negligence of an obligation to co-operate or other events for which the Buyer is responsible, our company shall have the right to claim damages resulting from the delay including all additional expenses.

3. Our company is not liable for any activities of our installation staff, assembling personnel or other assistants that have no inner factual connection to the functions we assigned to our installation staff, assembling personnel or other assistants. In particular, we are not liable for deeds committed by this group of people on the occasionally during the performance of the contract.

1. Unless otherwise stipulated in the following, the general statutory provisions on claims regarding material defects or defects of title shall apply.

The special provisions on final delivery to a consumer (supplier recourse §§478,479 BGB (German Civil Code)) shall remain unaffected at any time. If the Buyer is a registered merchant in the terms of the HGB (Code of Commercial Law), he is obliged to perform his "duty to inspection and objection" according to §377 HGB (Code of Commercial Law) duly in order to pursue any claims for breach of warranty of quality or title.

2. Should there be a material defect or a defect of title in goods delivered or services performed by us, our company may deliver a good or service free from defects (replacement delivery), create a new work (contract of services) or mend the defect (rectification of defects) according to our choice. The manner of supplementary performance (replacement delivery, remanufacture/recreation, rectification of defect) shall be subject to our reasonable discretion thus we shall account for the kind and defect and the legitimate interests of the Buyer.

3. Our company may call the owed supplementary performance subject to the condition that the Buyer performs his duty of payment. The buyer may however retain an adequate proportion of the payment depending on the type and the extent of the defect until the supplementary performance has been carried out.

4. The Buyer shall grant our company the time and opportunity necessary to perform the owed supplementary performance. In particular the Buyer shall hand over the rejected goods for the purpose of inspection. In case of a replacement delivery the Buyer shall hand back the rejected goods according to the statutory provisions.

5. In the de facto event of a material defect or a defect in title the costs arising from the inspection and supplementary performance, particularly carrier, material costs and labour costs shall be at the expense of our company. Should the claim for removal of defects later turn out to be arbitrary our company may claim compensation to the Buyer for all costs and additional expenses that occurred.

6. In case of failure of the supplementary performance or the elapse of an appropriate respite for the supplementary performance set by the Buyer without remedial being successfully taken the Buyer may withdraw from the contract or abate the price of the good or the service. A petit defect may not cause a right of withdrawal.

7. Claims for damages or additional expenses by the Buyer may only arise according to the provisions under XI. and are, apart from that, excluded.

8. Notwithstanding § 438 sub-section 2, No. 3 BGB (German Civil Code) the limitation period for material defects and defects of title comes to one year after the acceptance of the goods or services. Inasmuch as an acceptance is agreed upon or in the event of a contract for work the limitation of action commences upon acceptance. In case the defective good is a building or a good typically used in the construction of a building (building material), which defectiveness subsequently caused the defect of a building itself, the limitation period comes to five years after delivery according to the statutory provisions (§ 438 I Nr.2 BGB (German Civil Code)). Statutory provisions concerning a third party's actio in rem, deceit committed by our company (§438 I Nr.1) or the supplier recourse in case of final delivery to a consumer (Lieferantenregress §479 BGB (German Civil Code)) shall remain unaffected.

9. The limitation periods mentioned above may also apply on contractual and extra-contractual claims for damages of the Buyer related to a material defect or a defect in title, unless the statutory period of limitation (§§ 195,199 BGB (German Civil Code)), in that particular case, suggests a shorter limitation period. The limitation periods of the Product Liability Act (Produkthaftungsgesetz) remains unaffected at any time. In other respects, all claims for damages of the Buyer shall be subjected to the statutory periods of limitation as determined under XI.

1. Software that is sold to the Buyer as part of another good (switch gears, control modules) shall be subject to these General Terms and Conditions, unless something else results from the following:

2. The transfer and surrender of the software follows the terms of §§ 69a ff. UrHG (German Copyright Act). Unless otherwise expressly stipulated we do not grant to the Buyer any rights of usage and exploitation that exceed the ordinary use of the software for the purchased switch gear or control modules. The Buyer has the right of unlimited use of the existent functions of the software provided and may adjust it to his operational concern. All rights involving exploitation methods that would exceed the licensing in terms of §§ 69a ff. UrHG (German Copyright Act), or any kind of programming (as for example the customisation to the operational concern of the Buyer) or further development enhancement of the software are reserved to the creator of the software only.

3. The Buyer is entitled to resell the software to a third party. In case of single resale he is obliged to delete the software from his hardware. He is obliged to abolish any backup copy as well.

4. The Buyer may not claim the surrender of the source code of the licensed software, unless something else has been expressly stipulated.

5. A license granted for perpetual use (one-time charged, unlimited use) may be revocable at any time until the full price and /or the full license fee has been paid.

The Buyer shall have the right to dispose of the goods delivered by us, including the corresponding software, within the ordinary course of business; in this case the Buyer shall be authorised to grant his customer a license including the same methods and rights of exploitation of the software under the terms of §§ 69a ff. UrHG (German Copyright Act) as granted to the Buyer under the condition of full payment.

The Buyer hereby assigns to us all claims arising from the resale of the software up to the full amount of our receivables (total amount invoiced including VAT), regardless of the fact whether the delivered goods were sold inseparably assembled or mixed with the Buyer's property or not. The Buyer shall, despite the assignment, be authorised to collect any receivables arising from the resale of the goods or the software. Furthermore the provisions under VII shall apply.

6. The Buyer is aware of the fact that software programs can not be issued free from defects and mistakes. Our company does not guarantee that the software will work correctly and uninterrupted in every aspect or that its functions will be compatible with every possible kind of application, as long as these aspects do not hinder the contractually proposed use of the software remarkably. In case of minor defects of the software, the rectification of the defects may be performed by advice and consultation concerning remedial actions or avoidance of further negative effects of the defect. We do not warrant for defects deriving from regular wear-out, outside influences, handling errors or maintenance errors.

7. We are not liable for any kind of damages of the software or other delivered goods or services that result from actions undertaken by the Buyer or by a third party on behalf of the Buyer in order to change or edit the source code.

1. Any further claims for damages or compensation beyond the provisions under III, IX and X shall be excluded, regardless of the legal nature of the claim, especially claims arising from breach of duty, liability in tort and all lost profit claims as well as other claims concerning the assets of the Buyer. This does not apply in cases of warranty or acceptance of exercise risk.

Furthermore this does not apply to cases of liability according to the Product Liability Act, liability for damages of life, body or health and for culpable breach of primary contractual duties (thus obligations which are essential for the performance of the contract and which the contracting party may assume in good faith). In case of culpable breach of primary contractual duties our company is liable –except for cases of intent, gross negligence and stages of life, body or health– only for the reasonably predictable damages that may typically occur. This does not mean a reverse of the burden of proof at the disadvantage of the Buyer.

2. As far as the liability of our company is limited, the limitations may also apply on the liability of our employees, our staff, our personnel and our assistants.

1. Concerning these Terms and Conditions and any agreement between our company and the Buyer, the laws of Germany shall apply. International purchase laws, in particular the UN Convention (CISG) on the International Sale of Goods, shall not apply.

2. If the Buyer is a registered merchant, a corporate body organised under public law or a public law special property for our benefit the courts of Rheine shall have jurisdiction over all (national and international) disputes arising from this agreement. However we may select a different place of jurisdiction, such as the address of record of the Buyer. The same shall apply if, at the point of the commencement of an action, the Buyer does not have an address of record in Germany or if his address of record or permanent residence is in question.

3. Unless otherwise stipulated in the order confirmation place of business/address of record in Rheine shall be place of performance for deliveries.