

## 1. Scope of validity

These regulations apply to all transactions between the GDC - Automation GmbH & Co.KG, 33334 Gütersloh and the contractor. They are recognized in principle binding upon conclusion of the contract. Changes of conditions must be confirmed in writing.

These conditions are contrary terms and conditions shall not apply. This applies particularly to the case of conflicting terms and conditions is expressly prohibited.

All agreements made between us and the contractor for the purpose of execution of the contract, require our written confirmation.

## 2. Contract

To all firm orders we hold for 14 days bound. An order confirmation received after this date shall be deemed as a new offer.

The total or partial disclosure of the contract to a third party without our prior written consent.

Orders, delivery schedules and any changes or additions can be made by remote data transmission or machine-readable data carriers.

Visits, preparation of tenders or projects, etc. will not be reimbursed. The same applies to cost estimates. These are also binding.

After contract changes taking place the goods and services are allowed us, if reasonable for the contractor. Any resulting impact on the cost or delivery should be duly considered by both sides.

## 3. Scope of the obligation to deliver / transfer of risk

The nature and scope of the delivery of our order shall prevail.

Unless otherwise agreed, to quality and degree of the ordered goods we determine in accordance with the relevant DIN standards or material specifications. Unless DIN standards or technical data sheets exist, the relevant EURO standards apply, in the absence of such standards of commercial practice.

As far as reference is made to standards, data sheets or work certificates, these properties are considered as assured.

As far as certificates are agreed on materials testing, it is an integral part of the delivery and, together with the delivery to be sent to us.

Die Lieferung erfolgt auf Kosten und Gefahr des Auftragnehmers an die Lieferadresse.

The product is properly packed by the contractor and insure.

Packaging materials by the contractor in Application of § 4 of the Ordinance back free of charge.

Agreed delivery dates are binding. Deviations shall require our written consent. Foreseeable delays are without prejudice to immediately notify us in writing of the foregoing rules.

The unconditional acceptance of late deliveries includes a waiver of any claims for compensation.

Deliveries made before the agreed delivery date can be returned by us at the cost of the contractor. If not returned, we shall store the goods at the expense and risk of the contractor until the agreed delivery date on our site.

Partial deliveries are permitted only after prior written agreement.

## 4. Prices

The agreed prices are fixed prices. Price adjustment clauses, even in continuous supply, not accepted.

Without the express written agreement, house prices are free of duty and subject including packaging.

## 5. Payments

If no special agreement is made, a payment term of 90 days has been agreed. If the payment of the invoice within 14 days, a 3% cash discount is allowed.

## 6. Invoice accounting

The invoice shall contain detailed information, particularly on the quantity, order number and date included. The bill is sent to the person designated in the order billing address and not be attached to the delivery.

## 7. Retention of title

For reservation of ownership title to the delivered goods shall pass with payment to us. Further retention of title are excluded.

Amendment of Article III. (Retention of title) of the Supply of Products and Services of the Electrical Industry is agreed the following simple and extended retention of title:

7.1 The delivery items (reserved goods) shall remain the property of the Supplier until all claims against the Purchaser arising from the business connection has been fulfilled.

If the value of all security interests, the interests of the Supplier, the amount of all secured claims by more than 20 per cent , the Supplier shall, upon request of the purchaser a corresponding part of the security.

7.2 While the retention of title, the Purchaser is a pledge or collateral assignment prohibited and resale shall be possible only for resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that

the property to the customer only goes when it has fulfilled its payment obligations.

7.3a) If the purchaser sells the reserved goods on, he hereby assigns to the Supplier its future receivables from the resale against his customers with all ancillary rights - including any balance claims - by way of security without causing any subsequent special Explanations needed. If the reserved goods are resold together with other goods, without a single price has been agreed for the reservation commodity, as occurs the Purchaser to the Supplier as a priority over other claims to those from part of the total price receivable, which corresponds to the provided by the supplier invoice price of the goods.

7.3b) If a justified interest of the Purchaser shall give the Supplier necessary to assert his rights against the customer, and provide the necessary documents.

7.3c) Until further notice, the purchaser is authorized to collect the assigned claims arising from the resale. Upon good cause, in particular default in payment, payments, opening a Bankruptcy proceedings, exist a protest or if comparable founded evidence to suggest an inability to pay the Purchaser, the Supplier shall be entitled to revoke the authority of the purchaser. Further, the supplier may, after prior warning the disclosure of the assignment or the exploitation of the assigned claims in accordance with a reasonable time to disclose the assignment for security, realize the assigned claims and demand the disclosure of the assignment by the Purchaser to the customer.

7.4a) The purchaser is entitled to process the reserved goods, convert or combine with other items. The processing, transformation or combination place for the supplier. The Buyer shall store the new Matter for the supplier with the diligence of a prudent businessman. The processed, reshaped or related items shall be deemed reserved goods.

7.4b) In case of processing, transformation or combination with other goods not belonging to the supplier ownership of the new object in the amount of the share is entitled to, resulting from the ratio of the value of the processed, transformed or combined reserved goods to the Resulting value of the other processed goods at the time of processing, transformation or combination. If the purchaser acquires sole ownership of the new item, the supplier and the purchaser agree that the Customer informs the Supplier arising from joint ownership of the process, transform or connection new item in proportion of the value of the processed, transformed or combined reserved goods to the other processed, transformed or combined goods at the time of processing, transformation or amalgamating.

7.4c) The purchaser enters the event of the sale of new goods to the Supplier hereby his claim from the resale against the customer with all ancillary rights from without the requirement of any further explanations. However, the assignment shall be valid only up to the amount of questions which the supplier invoice Corresponding value of the processed, transformed or combined conditional goods. The claim assigned to the Supplier is a priority basis. With regard to the collection authorization and the conditions of its revocation number 7.3c) shall apply mutatis mutandis.

7.4d) If the reserved goods are combined by the customer with real estate or movables, the ordering party, without the need for further declarations, including his claim that due to him as payment for the combination, with all

ancillary rights, security at the level of the ratio the value of the associated

Reserved goods to the other connected goods at the time of connection to the supplier.

7.5) In the case of seizure, attachment or other act of intervention by third parties, the Purchaser shall notify the Supplier immediately.

7.6 In the event of culpable violation of the ordering of significant contractual obligations, in particular default in payment, the supplier is entitled after due notice to withdraw. The purchaser is obliged to surrender. In the redemption or Enforcement of reservation or the seizure of the goods by the supplier does not constitute withdrawal from the contract, unless the Supplier so expressly declares. The supplier is entitled, after prior warning, to dispose of the seized reserved goods and to satisfy themselves attributed to the outstanding claims from the proceeds.

## 8. Warranty

The Contractor shall we be responsible for ensuring that its supplies and services conform to the accepted rules of technology and the contractual characteristics and standards as well as safety, occupational safety, accident prevention and other regulations that have warranted characteristics and are not affected by errors, the value or the Impair suitability of the products for the usual or the contractually intended purpose more than a negligible.

The statutory provisions provide otherwise apply to material and legal defects, unless hereinafter regulated is.

If due to faulty deliveries beyond the usual measure of the receiving inspection control of delivery required, the Contractor shall bear the cost of this.

Suppose we manufactured and / or sold goods as a result of defective goods and services of the contractor or withdraw the purchase price was against us so reduced or made against us in any other manner, we reserve the right to recourse against the contractor, where it at for our Warranty rights of an otherwise required notice is not required. The Contractor shall indemnify us against such claims.

If goods are defective or lack warranted qualities, we shall be entitled in addition to the legal rights of our choice and the right to repair or replacement, as well as reimbursement of the necessary expenses to this. If the contractor does not carry out the repair or replacement at its request within a reasonable period of grace or only insufficient, we can eliminate the defects at his own cost, or have it repaired by a third party or make covering purchases.

We are entitled to claim from the contractor for for expenses that we incurred in relation to our clients because of this claim against us for compensation necessary for the purpose of supplementary performance, in particular transport, travel, labor and material costs has.

Apparent within a period of 6 months from the transfer of risk a defect, it shall be presumed that the defect already existed at the risk transfer, unless this presumption is incompatible with the type of delivery and performance, or the lack.

## 9. Liability / Insurance

The Contractor shall be liable in accordance with statutory provisions. As far as the cause was set for a product defect in the sphere of control and / or organization of the contractor and we are taken by a third party for damages in the claim, he shall indemnify us on first demand by the use.

In this framework, the contractor is obliged to compensate any expenses arising out of or in connection with any of our recall action. We will notify the Contractor in advance of the content and scope of the recall, as far as this is possible and reasonable, and no need for urgency.

The Contractor shall insure against all risks of product liability including risk of recall in an appropriate manner and height. If requested, we prove this insurance coverage. The Contractor hereby assigns to us any claims against the insurance to us.

## 10. Tools

The contractor is obliged to use the provided by us or made us tools exclusively for the production of goods and services ordered from us. He is committed to insure our tools at replacement value at his own expense against fire, water and other damages, as well as against theft. on request, he must prove to us that, otherwise we shall be entitled to enter into this insurance at the expense of the contractor.

The Contractor shall carry out any applicable end maintenance and inspection work at his own expense. He incidents immediately in writing.

Tools are us by the contractor at the first request, but no later than the close of the business relationship, return.

## 11. Property rights and confidentiality

The Contractor shall guarantee that third parties are violated by the production, distribution and use of supplies and services not violate rights. If we are held liable by third parties for infringement of industrial property rights, the Moreover, the statutory provisions shall apply

Contractor agrees to indemnify us against such claims including legal costs and other expenses.

The Contractor undertakes to him eventually submitted by us or keep ceded to manufacturing documents confidentially and use without express written consent nor communicated to third parties.

## 12. Governing Law

For the relations between the parties solely by the law applicable in the Federal Republic of Germany apply. With the German legal standing in contradiction foreign or international laws do not apply.

## 13. Place of Performance

Performance for all deliveries, claims and payments is Gütersloh.

## 14. Jurisdiction

Jurisdiction for any disputes arising from this contract for both parties, the district court Gütersloh.

## 15. Severability

Should any part of these Terms and Conditions by law or special agreement eliminated or changed, the validity of the remaining provisions shall not be affected.

### Note:

Data of our business partners be electronically recorded and processed by us, as far as is necessary for the proper performance of the contract.