

General terms and conditions and delivery terms of HAUPA GmbH & Co. KG

1 General/scope

1.1 The general terms and conditions and delivery terms of HAUPA GmbH & Co. KG (hereafter HAUPA) are valid exclusively. Conflicting conditions or sales and delivery conditions of the contractual partner of HAUPA (hereafter orderer) that diverge from these conditions are not recognised unless HAUPA expressly and in writing agrees to the diverging conditions. These general terms and conditions and delivery terms apply even if HAUPA, in full knowledge of conflicting or diverging terms and conditions of the orderer, carries out the delivery to the orderer without reservation.

1.2 The terms and conditions and delivery terms also apply to future transactions with the orderer.

1.3 The terms and conditions and delivery terms only apply to companies.

2 Offer and acceptance

2.1 All HAUPA offers may be subject to change. HAUPA has the right to cancel a product, exclude it from delivery or change the price. The extent of the delivery obligations of HAUPA are dependent on their order conformation or offer. Verbal agreements and those made over the telephone become valid only upon written confirmation.

2.2 If the order is to be qualified in accordance with § 145 BGB, HAUPA can accept this within 4 weeks. The contract comes into effect with the sending of the order confirmation, the sending of the ordered goods or, in the case of a partial delivery, with the sending of the first delivery.

2.3 The documents, drawings, weight specifications and measurements, samples etc. contained in the offers are only approximate and do not constitute necessary properties. HAUPA has the right to deviate from the descriptions contained in the offer if the deviations are not of a fundamental or essential nature and if the contractual purpose is not thus curtailed.

2.4 If HAUPA produces parts according to customer drawings, the drawings made by HAUPA and authorised by the orderer are definitive. Any deviations from the authorised drawings must be agreed upon separately and additional costs may be incurred.

2.5 If the orderer requires individual cost estimates, these incur a charge. In the case of an order, any fees will be invoiced together with the purchase price.

3. Trademark rights

3.1 HAUPA reserves the proprietary and copyrights to all images, drawings, calculations and other documents. This in particular applies to such written documents that are labelled confidential. The orderer may allow third parties access to these documents only upon prior written agreement by HAUPA.

3.2 If deliveries are made according to drawings or other specifications by the orderer and any third party copyrights are thus asserted, the orderer exempts HAUPA from any claims in their internal relationship.

4 Delivery/delayed delivery

4.1 Delivery terms and dates are considered binding only if this is expressly mentioned in the order in writing. HAUPA is not bound to the delivery terms and dates if the orderer does not meet his obligations (advance payments, providing the necessary documents etc.) in time. The plea of the non-fulfilled contract is reserved.

4.2 Delivery terms are valid no earlier than on the day the contract was concluded in writing. The start presupposes the clarification of all technical questions.

4.3 Any subsequent requests for change by the orderer frees HAUPA from having to meet any delivery terms and dates.

4.4 The delivery terms are considered to have been met if by the time of their expiry the delivery item has left the HAUPA factory or HAUPA has communicated readiness for delivery.

4.5 The orderer may not assert any claims regarding delivery delays that are not intentional or due to gross negligence on the part of HAUPA. This in particular applies to delivery delays due to force majeure. The agreed upon delivery date in such a case is delayed by the duration of the delivery obstruction.

4.6 Returns may only be made upon prior express agreement by HAUPA. The returned parts in their original packaging and part of the current product range must be in immaculate condition and fit for sale. The return must be carriage prepaid and at the risk of the sender, deducting a 20% return fee. Any processing fees will be charged in accordance with expenses incurred. These may be the result of conversions, cleaning and repackaging.

4.7 If the orderer is guilty of default of acceptance or if he violates any other obligations to cooperate, HAUPA has the right to

demand reimbursement for the damages sustained including any additional expenditure. HAUPA also has the right to set the orderer an appropriate term of acceptance and, once this has elapsed, to withdraw from the contract and to demand compensation instead of payment.

4.8 In the case of articles produced under special specifications of customers HAUPA reserves the right to over- or under-deliver by 10%.

5 Passing of risk/packaging

5.1 The risk is passed on to the orderer no later than with the dispatch of the goods. This also applies to partial deliveries.

5.2 Deliveries are ex factory. HAUPA will insure the goods for insurable risks only upon express request by the orderer at the orderer's own expense.

5.3 In accordance with the regulation on packaging, transport packaging and any other packaging are not taken back. The orderer must dispose of any packaging at his own expense.

6 Prices/payment conditions

6.1 Unless stated otherwise in the order confirmation, the prices indicated are ex factory and not including packaging; this will be invoiced for separately.

6.2 Prices are net prices and do not include statutory VAT.

6.3 HAUPA may invoice the orderer for any additional expenses that are the result of requests for change.

6.4 Invoices must be paid without deduction within 30 days from the date of invoice. Any discounts only apply with prior express written confirmation by HAUPA.

6.5 HAUPA has the right, even in the case of conflicting terms of payment of the orderer, to credit a payment initially to the oldest, not legally enforced payment. If costs or interest have already accrued, HAUPA has the right to credit payments first of all to the costs, then to the interest and finally to the main service rendered.

6.6 HAUPA has the right to relinquish claims within the HAUPA group.

6.7 The orderer has the right to offset payment when and in as far as his counterclaims have been established as legally valid, are beyond dispute or have been recognised by HAUPA in writing. The orderer's right of retention is limited to claims resulting from the contractual relationship.

7 Warranty for defects/liability

7.1 HAUPA is not liable for damages that are the result of improper use, wear and tear, storage or other actions of the orderer or third parties.

7.2 The legal entitlement to damages because of material defects expires 24 months from the handover of the goods. This does not constitute a liability warranty.

Batteries are excluded from this time period. We guarantee a period of six months only from handover in the event of batteries. This does not constitute a guarantee of durability.

7.3 The orderer is obligated to meet his inspection obligation in accordance with § 377 HGB even when reselling the goods.

7.4 HAUPA has the right to choose between rectification of defects and replacement.

7.5 Expenditure for the purposes of tracking are not born by HAUPA if the expenditure is higher because after delivery the goods have been taken to a different place than the orderer's place of business. This does not apply if this was done in accordance with the intended use of the goods.

7.6 The orderer's right of recourse against HAUPA because of such claims arising from warranty for defects from the buyer to the orderer is excluded if the customer did not comply with his inspection obligations or obligation to give notice of defects or if the goods have been modified.

7.7 HAUPA's liability to pay compensation in accordance with the legal regulations is without restrictions if there is a breach of duty on the part of HAUPA that is intentional or due to gross negligence. If the breach of duty on the part of HAUPA is simple negligence and if an important contractual duty has been violated, payment of compensation is limited to the foreseeable damage that would arise in similar cases. Otherwise liability is excluded.

7.8 Liability in accordance with the regulations of the product liability law remains unaffected. Liability of harm to life, body and health also remains unaffected.

8 Reservation of proprietary rights

8.1 HAUPA retains ownership of all delivered parts until all payments specified in the delivery contract have been made. In the case of contract violations, in particular delayed payment, HAUPA has the right to take back the object of sale.

8.2 The orderer is obligated to treat the delivered goods carefully and insure them for the duration of the period of reservation of proprietary rights against any loss of replacement value at his own cost.

8.3 During the period of reservation of proprietary rights, costs for maintenance and inspection must be borne by the orderer, even if these are carried out by HAUPA.

8.4 In the case of distraints or other third party interventions, the orderer must inform HAUPA immediately in writing in order to be able to instigate third party proceedings. If the third party is unable to reimburse the judicial and extra-judicial costs of such proceedings, the orderer is liable for these.

8.5 The orderer has the right to sell on the object of the sale in a regular business transaction. He assigns HAUPA all claims to the amount of the final invoice (including value added tax) that arise from the resale against his buyer or third parties, independent of whether the object of sale was sold without or after modification. The orderer has the right to collect this claim even after delivery. The authorisation by HAUPA of collecting the claim themselves remains unaffected. HAUPA is however obligated not to collect the claim as long as the orderer meets his payment obligations from the sales proceeds, if he does not delay payment and in particular if no insolvency proceedings are applied for and there is no stoppage of payments.

8.6 If the delivered good are inextricably combined with or linked to items not belonging to HAUPA, then HAUPA becomes co-owner of the new or linked to item at the ratio of the value of the delivered item (final invoice amount including value added tax) to the other item(s) at the time the combining or linking takes place. That way, the orderer retains the thus established whole or co-ownership for HAUPA.

8.7 Through the payment of partial costs for tools, the orderer acquires a right to these tools, which remain wholly owned by HAUPA.

9 Transfer prohibition

None of the orderer's entitlements arising from the contractual relationship are transferable.

10 Product liability

10.1 The orderer may use the goods only in accordance with the regulations and must ensure that the goods are resold only to persons familiar with the product's dangers and risks.

10.2 The orderer is obliged, in the case of goods used as basic material and partial product of their own products, to meet their duty to warn when marketing the end product also with regard to the goods delivered by HAUPA. As far as their internal relationship is concerned, the orderer exempts HAUPA from claims made in the case of a violation of this obligation on first request.

11 Miscellaneous/final clauses

11.1 Place of execution is the domicile of HAUPA.

11.2 The place of jurisdiction in the case of any disputes arising from the contract is the head office of HAUPA. HAUPA does however have the right to sue the orderer at the court of law where the orderer has his general place of jurisdiction or where the orderer has a branch office.

11.3 The national law of the country in which HAUPA is based applies exclusively, to the exclusion of the UN sales law.

12 Data protection

12.1 The Client agrees, in accordance with § 4 Bundesdatenschutzgesetz/German Data Protection Laws, that personal data may be processed by the Contractor via the EDP system. They are aware that there will be no transfer of data to third-parties outside the HAUPA group and that this permission may be refused or revoked effective in future.

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