

**1. General terms/Validity**

The general conditions are valid for all current and future business relations.

Differing, opposing or additional general terms of business of the purchaser do not become part of the contract unless the supplier agrees to the terms in writing. Fezer's general terms of business are even valid, if Fezer is aware of opposing or differing terms of the purchaser and carries out the delivery without reservations.

**2. Offer/Offer documents**

Offers are subject to alterations. Technical changes or alterations in form, colour and/or weight are reserved within acceptable margins.

If the order can be termed as an offer according to § 145 BGB Fezer can accept this within 4 weeks. The acceptance can be either as written confirmation or by supplying the goods to the purchaser.

Fezer reserves ownership and copyrights for diagrams, drawings, calculations and other documents; they may not be passed on to third parties. This refers in particular to written documents marked as "confidential". To pass on these a written approval of Fezer is required.

**3. Scope of delivery**

The written confirmation of the order by the supplier is the criteria for the scope of supply. This holds true in case of an offer of the supplier with commitment in terms of time and acceptance of the said offer as long as no confirmation of order has been submitted within the given time period. Other contracts and changes need the written confirmation of the supplier.

**4. Prices/Payment conditions**

In the absence of a special contract, all prices are valid ex-works. They are inclusive of loading in the company but are however exclusive of packing. Sales Tax has to be added to the prices within the prevailing authorised limits.

Discounts for cash payments are only valid with written confirmation.

If there is no other indication on the order confirmation/offer the sales price is a net price (without deductions), payable within 30 days of the invoice date. On default of payment Fezer may demand delay interest of 8% more than the basic interest rate of the European Central Bank p.a. If it can be proven that the delay in payment has caused a higher damage, Fezer is allowed to demand compensation. The purchaser himself is allowed to prove that the damage was lower than stated.

The purchaser's right to hold back payment is only valid if his opposing claims were found legally valid and confirmed by Fezer. The purchaser may only hold back payment if his opposing claims refer to the same contract.

**5. Delivery time**

The delivery time indicated by Fezer starts after clarification of all technical questions and punctual fulfillment of the purchaser's obligations.

The delivery deadline is kept if the ordered goods have left the plant or the purchaser was informed that the goods are ready for collection at the end of the confirmed delivery week.

The delivery time extends accordingly in cases of unforeseen obstacles, acts of God, strikes and lock-outs and others which are beyond Fezer's control and influence the production and delivery of the product. This also holds true in case of sub-contractors. Should the forementioned events happen during an already existing delay, the delay period is not further extended.

Is the delivery not accepted by the purchaser or if he violates any other obligations Fezer is entitled to demand compensation for caused damage, including possible extra expenses. In this case the danger of accidental destruction or an accidental worsening of the product becomes the purchaser's liability from the moment he has not accepted the delivery.

If the delivery is delayed because of the purchaser's wish he will be charged for storage with a minimum of 0,5% of the invoice amount per month. Furthermore, Fezer is entitled to withdraw from the contract after an acceptable period of time of which the purchaser was previously, and to dispose of the product as Fezer sees fit while supplying the purchaser with the ordered product at a later date.

If the purchaser withdraws from the contract without reasons Fezer is entitled to charge the purchaser with the actually caused damage, 10% of the sales price for handling costs and lost profit, after having given the purchaser the chance of fulfillment. The purchaser has to prove that the caused damage was lower than stated.

**6. Transfer or risk, Despatch**

If nothing else is indicated the delivery is based on "ex works".

The risk is transferred to the purchases at the moment when the products are placed on the transport vehicle (e.g. lorry). This is even the case, if Fezer agreed to cover transport costs or supply and installation of the products.

Is the delivery delayed due to circumstances caused by the purchaser, the risk is transferred to the purchaser on the day that the delivery would have taken place. The goods will be insured by Fezer only at the behest of the purchaser and at his cost.

Delivered goods are to be accepted even if they show insignificant defects, without any fear of infringing the rights of Article 7.

Partial deliveries are allowed.

**7. Warranty**

The warranty period is 12 months and starts with the transfer of risk.

Apart from that the warranty and guaranty is restricted to post-fulfillment either by repair or replacement. If the post-fulfillment fails, the purchaser has the right to withdraw from the contract. In case of minor differences in the contract, especially insignificant defects, the purchaser has no right to withdraw. The right of the purchaser to a price reduction is excluded.

Should the purchaser choose to withdraw from the contract after failed post-fulfillment he has no right to claim further damages.

Should the purchaser choose to claim damages after post-fulfillment, the goods remain with the purchaser if this is acceptable. The damages payable are limited to the difference between the sales price and the value of the faulty goods. This is not the case if Fezer has caused a deceitful violation of contract.

The product description can only be considered as characteristics. Public statements, praises or advertisements are not considered as contractual characteristics. Product descriptions of manufacturers, whom Fezer may use, are only meant as characteristics.

Should the purchaser receive faulty installation instructions leaflet, Fezer is only obliged to supply a new leaflet without faults and this only if the fault has bearing on an accurate installation.

The purchaser can only claim damages for non-fulfillment or withdraw from the contract if Fezer has not repaired or replaced the item within the given period or if it is not reasonable to repair or exchange the item.

Warranty rights require that the purchaser informs Fezer on obvious faults within two weeks of receipt of the goods and hidden faults within two weeks of discovering the fault in writing.

**8. Limitation of liability**

The liability of Fezer is limited to negligent violation of duties on the anticipated, contract-typical, actual average damages. This also refers to negligent violation of duties of employees and representatives of Fezer.

On slightly negligent violation of minor contractual duties all liability is excluded.

If nothing else results, further claims of the purchaser - no matter based on which laws - are excluded. Fezer is not liable for damages that were not caused on the delivered good itself, in particular Fezer is not liable for lost profit or damages on other properties of the purchaser. This is not valid for injuries of life, body or health or - if the damage results from negligence or intention or if Fezer violates a so-called cardinal duty of the contract. It is also not valid if the purchaser is allowed to claim damages due to a written warranty acceptance of non-fulfillment by Fezer. If Fezer violates a contractual duty unintentionally the damages are limited to the amount covered by the product liability insurance. Fezer will let the purchaser examine the insurance policy on demand.

For purchaser's claims according to §§ 1 and 4 of product liability law the fore-mentioned liability limitations are not valid.

**9. Reservation of ownership**

Until all claims of the supplier against the purchaser, including all future claims, have been settled Fezer are granted the following securities which they can choose to use once their value extend the demands by more than 20%.

The goods are the property of Fezer until full payment of all secured demands has been made. Works done on the goods or re-modeling are always carried out for Fezer, but without any obligations for them. Should the property of the seller become invalid due to a joining of various components, it is already agreed now that the property of the purchaser of the unity passes on in worth of the invoice amount to Fezer. The purchaser stores Fezer's property free of charge. Goods, for which Fezer have a right of property, are designated as reserved goods.

The purchases if allowed to work on the reserved goods or sell them in the course of business as long as he is not on default. Mortgaging or turning in the goods for security reasons are not allowed. Demands created from selling or some other legal reason in connection with the reserved goods are already now fully handed over to Fezer for security reasons. Fezer revocably empowers the purchaser, to collect the demands handed over to Fezer to collect on their behalf. This collection authorization is only revocable if the purchaser does not fulfill his payment obligations.

Should third parties want to get hold of the reserved goods the purchaser will inform them on the property of Fezer and contact the latter in due course.

Should the purchaser act against the contract - especially by delay of payment - Fezer is authorized to withdraw from the contract and demand the reserved goods back.

**10. Installation**

Fezer is only obliged to installation if an installation contract independent on the obligation of delivery exists. Warranty, Guaranty and Limitations of liability are in accordance with the fore-mentioned general terms of business if no other agreements have been made.

**11. Final clauses**

The law of the Federal Republic of Germany applies. The regulations of the UN buyer's law do not apply.

**12. Legal jurisdiction**

The contract is to be fulfilled in Esslingen a. N. on supplier's contracts. Legal jurisdiction has either Esslingen or Stuttgart.

Should single regulations of these general terms of business be invalid or become invalid this does not influence the validity of the remaining regulations.