

# TERMS AND CONDITIONS

## GENERAL

1. We only sell and deliver on the basis of the following conditions. These apply to all our offers, consultations and other commercial endeavors. Conditions outlined by the Purchaser for which we do not expressly acknowledge acceptance of in writing, are not binding for us. This also applies to any verbal agreements which require our written confirmation of acceptance before taking effect.
2. Our quotations are without obligation to supply and therefore without any binding effect. A contract to supply does not come into force and become binding on our part until our order acknowledgement is issued.
3. All molds, tooling and fixtures manufactured at our request for production of a Purchaser's product remain our property even if the Purchaser has paid tooling on a prorated basis. Purchasers will have ownership rights to the tools for which they commission and fully pay.
4. Seller reserves the right and Purchaser agrees to accept a production underrun or overrun of any quantity up to and including 10% of the quantity ordered by the Purchaser.
5. Unless otherwise agreed, we deliver F.O.B. warehouse Berlin, NJ. The risk of shipment always passes to the Purchaser - also on cartage-paid delivery terms - when the object to be delivered is handed over at our warehouse to the forwarder. Unless directed by the Purchaser, we do not insure the shipment(s).

## DELIVERY AND TERMS FOR DELIVERY

1. Times for delivery are estimated only, unless they have been expressly confirmed as fixed. Times of delivery begin with the date of our written order acknowledgement, but not before all details of the contract are completely clarified.
2. Seller's delivery obligations are subject to being supplied with the goods correctly and in time from our production facilities. Partial deliveries are permissible unless otherwise stated in the Purchaser's purchase order (PO).
3. The terms of delivery shall be extended for the period of the hindrance in case of force majeure, labor disputes, in particular, strikes and lockouts, and other unforeseeable occurrences outside of our control. If such occurrences delay the production of the goods, we cannot be held liable for any breach of contract based on the aforementioned events, even if such events occur while we are in default of delivery.
4. Orders cancelled by the Purchaser within quoted delivery times are subject to a raw material charge and/or any applicable fees driven by the level of completeness of the order at our production facilities, including unreimbursed and unamortized research costs, capital equipment, and unique supplies connected to this order.
5. If the Purchaser suffers damages because of a delay in delivery for which we can be held liable, the Purchaser is not entitled to claim compensation. The exclusion of the compensation for damages caused by delay shall not apply in cases of intention or gross negligence by us or in other cases in which the liability cannot be excluded In General Conditions.

## PAYMENT CONDITIONS

1. Unless otherwise agreed in writing, our invoices are payable within 30 days from the invoice date in USD. Ownership of the goods is considered transferred and complete upon satisfactory payment of the goods.
2. If payment has not fully been paid within the set limit of 30 days from the Invoice date, the Purchaser must pay interest at the rate of 1.5% per month (18% per annum). Seller shall have the right, to set off, terminate, or suspend further deliveries in the event the Purchaser fails to make any payment when due. This does not affect our right to claim additional damages from the Purchaser for the latter's default.

3. The Purchaser shall not be entitled to withhold payment of or set off against any amount payable unless his counter claim is undisputed or has been decided in his favor by a court.

## GENERAL LIABILITY

1. Seller warrants to Purchaser that the products will conform to Seller's specifications, and be free from defects in workmanship and material. In the event of defective product the Seller will undertake corrective action to amend the issue.
2. Claims for damage or loss for reasons whatsoever against us or our representatives in particular, a claim for damages not arising from the goods themselves are excluded. This shall not apply in cases of intentional acts and omissions, negligence or in other cases in which the exclusion of liability in General Conditions is not permissible by the laws of the State of New Jersey.
3. In specific cases, where the liability cannot be excluded but be limited in the amount - this applies in all cases of limitation of liability in these Conditions - the liability is limited to the damages proved but in maximum to our sales price of the goods the delivery or non-delivery of which caused the claims.

## LIABILITY FOR DEFECTS

1. Our technical consultations and quotations are worked out with utmost diligence taking into consideration the parameters and the circumstances known to us. All our recommendations for the use of the products are given with our best knowledge. However we cannot give any guarantee for the suitability of the product for a specific application because of the variety of such applications, the different requirements, and the individual conditions of the applications. This shall not apply in cases where we expressly guarantee, in writing, the suitability of the products. In any case, the Purchaser is obliged to scrutinize the suitability of the products for his proposed application. Technical modifications to improve the products are permissible.
2. We shall be liable for defects including failure to achieve guaranteed quality standards as provided hereunder: The Purchaser has to inspect the goods within 5 business days after arrival at the place of destination. Claims on account of deficiencies and defects apparent on inspection can only be recognized by us when they are reported to us within 5 business days after arrival. Hidden defects are to be reported immediately, but within five business days after being discovered. Complaints are excluded after processing or incorporation of the goods, unless the defect only became recognizable by the processing or the incorporation. In case of alleged defects, the Purchaser must, at our discretion, allow us to have the goods inspected by an independent expert. The Purchaser must give us or our subcontractor the opportunity to inspect the identity of the goods in question and the alleged defects and immediately provide us with samples upon our request.
  - a) Purchaser may not return products without Seller's prior written approval in the form of a Return Material Authorization (RMA).
  - b) Claims are excluded if the processing of the goods or a mixture of the goods with goods of another origin is not immediately terminated after discovery of the defects.
  - c) We shall replace such parts free of charge where the goods have become unserviceable or materially impaired in their serviceability.
3. Further claims by the Purchaser against us are excluded, in particular a claim for damages not arising from the goods themselves. This shall not apply in case of intention or gross negligence or in other cases in which an exclusion of liability in General Conditions is not permissible.

## PLACE OF PERFORMANCE, PLACE OF JURISDICTION, LAW APPLICABLE

1. Place of performance for delivery and payment is Berlin, NJ, USA.
2. The contract between us and the Purchaser shall be governed by the laws of the State of New Jersey.
3. None or more of the above mentioned conditions shall prove inapplicable or legally invalid, the application and the validity of the contract as a whole and of all other conditions are not affected.