

The following General Terms and Conditions of Sale shall apply to all sale relationships – also future ones – including all services associated therewith. No general terms of purchaser shall apply, even if ESK Schultze does not again explicitly reject those terms upon receiving them.

**Offers** | ESK Schultze's offers are non-binding and subject to change unless they have been labeled as binding through a written acknowledgement containing the notice of acceptance. ESK Schultze reserves the right to prior sale. Any agreements, especially oral covenants and verbal agreements done by our sales agents, only become binding through a written acknowledgement.

All product descriptions, documents, and data (such as images and illustrations, drawings, technical data or references to engineer standards), as well as information on means of advertisement shall not constitute guaranteed compositions of the product, unless ESK Schultze provides for them an explicit declaration in writing.

All deviations of the delivered product from offers, samples, trial orders, or pre-deliveries shall be permitted unless they interfere with respective DIN-/EN standards or other significant technical standards.

**Cancellation of Orders** | ESK-Schultze regards every placed order as fulfillment of demand and will therefore by no means accept any unconditional cancellation of orders.

**Delivery Execution** | By handing over the product to a forwarding agent or freight carrier or, at the latest, upon the product's leaving the stock, all risks of business (also including franco and post-free deliveries) shall be borne by purchaser.

ESK Schultze shall be entitled to select the road and means of transport and, unless especially instructed by the recipient, will choose with most discretion the least expensive shipment method, without bearing any liability. Responsibility and costs of the unloading shall pass to purchaser. ESK Schultze can conduct partial delivery to a reasonable extend. In case of custom-made products, an over- or under supply is allowed up to 10% of the contracted quantity.

ESK Schultze is entitled to produce (or arrange for the production of) the whole quantity of on-call orders as one order unit. Any request for changes cannot be taken into account after placement of order.

On-call dates and quantities can, unless fixed arrangements have been made, only be met within ESK Schultze's supply or production capacities. In case those products are not released, ESK Schultze is entitled to regard those products as delivered after an appropriate post-period.

**Delivery Periods** | Delivery periods and dates are understood as being met if, before expiration, the product to be delivered has left ESK Schultze's plant. If the production or delivery of the contractual product is demonstrably hindered by force majeure, strike, lockouts, or other unforeseeable circumstances beyond ESK Schultze's or its pre-suppliers' control, delivery times shall be appropriately extended. In this case, purchaser will be notified promptly.

If the execution of the contract becomes unacceptable for one of the parties, the party can insofar withdraw from the contract. It is not possible to make any claims to compensation.

**Retention of Title** | ESK-Schultze reserves the title in products sold until – regardless on what legal grounds – receipt of full payment of all current, future, and restricted receivables under the current business relationship between ESK-Schultze and purchaser.

**Liability for Defects** | In case of legitimate immediate notice for defects, ESK Schultze takes back defective products and, in return, will supply purchaser with non-defective ones. Under appropriate consideration of the interests of purchaser, ESK Schultze, however, reserves the right to perform rectification of defect(s).

Upon failure of rectification or replacement supply, purchaser shall be entitled to withdraw from the contract or ask for price reduction. However, purchaser must give ESK Schultze the opportunity to be convinced of the defect or deficiency in question and, especially upon request, must place the noticed good or samples at ESK Schultze's disposal. Otherwise, purchaser cannot refer to defects of those products.

All claims are subject to the general legal limitation periods – especially if purchaser's claim against ESK Schultze is a matter of compensation for damages not directly occurring at the product itself (defect-related consequential loss.) In case of defective partial delivery, purchaser cannot claim any rights with regard to remaining parts of the order.

**Exclusions and Limitations of Liability** | Due to violations of contractual and extra-contractual obligations, especially concerning impossibility, delay, faulty contracting, and illegal action, ESK Schultze – including its managing directors as well as all other employees involved in the realization process of the contract – shall only be held liable in cases of gross intention and gross negligence, limited to foreseeable damages (at the point of contract conclusion) typical for the respective contract. This exclusion neither applies to claims related to faulty violations against

fundamental contract duties (when putting the contract fulfillment at risk) or in cases of omission of guaranteed characteristics, nor to claims under the German Product Liability Act. Mandatory provisions of law shall remain unaffected hereof.

**Prices** | ESK Schultze's prices are quoted excluding value-added tax (VAT) and, unless expressly stated otherwise, ex works Velten, Germany. Costs for packaging, insurance, or freight are not included. All prices are subject to change. ESK Schultze also reserves the right to adjust prices previously agreed upon in accordance with changed manufacturing costs.

**Terms and Conditions of Payment** | ESK Schultze's invoices are payable within 30 days net upon date of invoice. If payment is settled with delay, ESK Schultze will (under reservation to asserting further rights) charge overdue fines.

When placing orders from EU-member countries, purchaser must state her VAT identification number. Without this VAT identification number, it is not possible to issue an invoice excluding VAT.

**Returns** | ESK Schultze only accepts returns if they have been announced in advance via telephone and if they are free of charge to the recipient. Purchaser has to ensure correct and adequate packaging. All damage resulting from inadequate packaging must be compensated by purchaser. ESK Schultze refuses to bear any liability for the damaging or loss of return products.

**Goods Return Policy (on goodwill basis)** | This Goods Return Policy applies on a goodwill basis. Hence, the respective redemption of products is only possible after prior consultation with ESK Schultze. As a presupposition, returned products must be originally packed and in mint condition. In addition, all return costs must be fully covered by sender (purchaser).

In general, ESK Schultze charges a discount of 10 percent of the net value of the products but not less than € 50.00 for examining and repacking of the products. The sender (purchaser) also bears all transportation risk, especially for products sent in inappropriate packaging.

**Copyright** | ESK Schultze reserves the right of ownership and copyright on all its cost calculations, drafts, drawings, and other documents. Purchaser is not allowed to give access to them to third parties without ESK Schultze's permission. Drawings belonging or related to offers as well as other documents must be returned on request to ESK-Schultze.

If ESK Schultze has delivered products in accordance to drawings, models, samples, or other documents passed on to ESK Schultze, purchaser bears full liability that protective laws of third parties shall not be violated.

In case a third party, with reference to protective laws, especially forbids production and delivery of those kinds of products, ESK Schultze can – without having to further investigate legal grounds – stop all related work and claim compensation from purchaser on the basis of faulty action.

Furthermore, purchaser is under obligation to immediately release ESK Schultze from all third parties claims connected with that case.

**Limitation Of Liability** | ESK Schultze supplies exclusively at the measure of the details provided by the purchaser. Hence, any details provided by ESK Schultze over the telephone or in writing in connection with the sale solely refer to the typical application and scope of services of the equipment.

ESK Schultze provides no consulting service associated with the conceptual design and the construction of technical equipment and/or constructions. On this account, the purchaser is solely responsible for the correct and sufficient dimensioning and project work of the purchase and its application as well as for the observance of all actual and legal requirements necessary for the application and operation of the purchase.

In no event shall ESK Schultze be liable for damages caused through minor negligence of non-essential contractual obligations by ESK Schultze and its legal representatives or vicarious agents.

This shall apply regardless of the legal nature of the claim asserted, especially including but not limited to claims resulting from delay, other violation of obligations, or tort.

This Limitation of Liability shall not apply to claims based on liability regarding the injury of life, body or health, and on violation of fundamental contractual obligations whose implementation forms the contract and which the purchaser may have confidence in.

**Jurisdiction** | The venue for ESK-Schultze and purchaser in case of any dispute arising directly or indirectly out of or in connection with the contractual relationship shall be Oranienburg, Germany.

**Governing Law** | In all cases, legal relationships between ESK-Schultze and purchaser shall be governed by the laws of the Federal Republic of Germany, excluding all foreign laws. The Convention on Contracts for the International Sale of Goods is excluded.