

Terms and Conditions – Lehmann-UMT GmbH

I. Scope

These General Terms and Conditions (GTC) are applicable to all our offers and quotations, contracts, deliveries and other services including consultancy services, information, etc., unless they are amended or excluded upon our express written consent. These Terms and Conditions are considered as accepted on the signing of the delivery note at the latest. The buyer's conditions shall not bind us even if they are not opposed again by us upon receipt. All the following terms and conditions are based on the General Terms and Conditions Act. In case of doubt the Incoterms of 2010 shall prevail regarding the construction of commercial terms.

II. General provisions

1. Our offers are subject to confirmation. Agreements, particularly oral collateral agreements and undertakings made by our sales staff, shall become binding upon our written confirmation only.
2. Unless being expressly referred to as binding in the acknowledgment of the order, any information, drawings, figures, technical data, and descriptions regarding weight, dimensions and performances in brochures, catalogues, circulars, advertisements, price lists or other documents forming part of the offer or quotation are without obligation.
3. We reserve the title to and copyright of estimates of costs, drawings and other documents; their disclosure to any third party is subject to our consent.
4. If goods made according to drawings or other information provided by the customer infringe third party property rights, the customer shall indemnify the supplier from any claims.

III. Prices and terms of payment

1. Our prices are net ex works or warehouse and excluding packing. We reserve to charge the current prices. As a rule, the goods are transported for the account and at the risk of the buyer

unless otherwise agreed. Any supplementary fees, public levies and any new taxes, freights or their increase directly or indirectly affecting the delivery and raising its price shall be borne by the buyer unless this conflicts with any imperative legal provisions.

2. Unless otherwise agreed, our invoices are payable net within two weeks.
3. Withholding a payment or set-off for any kind of claims by the buyer are excluded unless the claims are uncontested or have become res judicata. If the customer fails to pay as agreed we will, aside from any further claims, be entitled to charge default interest in accordance with bank practices from receipt of the first reminder. Should the customer fail to pay after receiving the second reminder we shall avail ourselves of the applicable legal provisions and apply to the court for issuing a payment order, if necessary.

IV. Reservation of ownership

1. We will retain title to all the goods delivered by us until satisfaction of all claims including additional claims, claims for damages and the cashing of cheques and bills of exchange, and including any future or contingent claims, even from contracts concluded at the same time or later. With current account the retained title is used to secure our balance claim.
2. The buyer is entitled to process and sell the goods considering the following provisions:
 - a) The buyer's powers to process reserved property goods in proper business transactions shall end with the buyer's cessation of payments or upon the petition for or institution of bankruptcy or composition proceedings.
 - b) The buyer does not acquire ownership in the new thing according to § 950 of the (German) Civil Code by processing the reserved property goods. Processing is carried out for the seller without causing him any obligations. If the goods are processed or mixed with other things the seller acquires co-ownership in the new thing in accordance with the proportional value his reserved property goods represent with regard to the total value of the goods.
 - c) The buyer hereby assigns to the seller the claims along with all ancillary rights from the resale of the reserved property goods and does so proportionally in so far as the goods have been processed or mixed and the seller has acquired co-ownership in them to the amount of his invoice value. In the latter case, the fraction of the relevant purchase price representing the

invoice value of his reserved property goods in relation to the invoice value of the object is due to the seller from this assignment. If the buyer has sold the claim by genuine factoring he assigns the claim superseding it against the factor to the seller. The seller shall accept such assignment.

The seller shall not collect the assigned claims as long as the buyer meets his obligation to pay. The direct debit authorization shall expire if the buyer fails to pay on due date or fails to pay at all. In this case, the buyer authorizes the seller to notify the customers of the assignment and to collect the claims himself. The buyer undertakes to make available to the seller at the seller's request a detailed list of claims due to the seller indicating the customers' names and addresses, the amount of

d) individual claims, invoice date, etc. and to provide the seller with all the information required for asserting the assigned claims and to allow this information to be examined. As long as he is not otherwise instructed by the seller, the buyer shall be entitled to collect the claims himself.

e) The seller undertakes to release the securities due to him in so far as their value exceeds the secured claims by more than 20%.

f) Pledging or chattel mortgaging the reserved property goods or the assigned claims are inadmissible. In case of pledgings the seller shall be notified immediately including information about the pledgee.

g) If, owing to the reservation of title, the seller takes back the delivered goods this shall not be deemed a rescission of the contract. The seller can make use of the reserved property goods taken back at his own discretion.

h) The buyer shall keep the reserved property goods free of charge for the seller. He shall insure them against the common risks such as fire, theft and water to the generally usual extent. The buyer hereby assigns to the seller, to the amount of his claim, his claims for compensation which may become due to him for damages of the above-mentioned nature against insurance companies or any other party liable for damages. The seller shall accept such assignment..

i) Until full exemption from contingent liabilities the seller has agreed to in the interest of the buyer, all claims and rights resulting from the reservation of title to any special forms stipulated herein shall continue to exist.

V. Dispatch, periods and terms of delivery

1. The goods are dispatched for the account and at the risk of the customer. This also applies if carriage paid delivery is agreed. According to the contract for work and services the material is deemed delivered in compliance with the terms upon their leaving the premises. The goods kept ready for dispatch at the agreed date shall be called immediately, otherwise or in case it is impossible to send the goods we shall be entitled to store them for the account and at the risk of the buyer and charge for them as delivered ex works invoicing the costs incurred by us.
2. Periods of delivery commence on the day the order is acknowledged and after clarifying all technical details. Acts of God, operational breakdowns, energy and raw material shortages, lockouts, disturbances of traffic and cases of force majeure occurring on our premises or on the premises of our suppliers, shall extend the periods of delivery appropriately. They shall also entitle us to withdraw from the contract any further liability excluded. Partial deliveries shall be admissible. If after accepting the order and after granting an additional period of time of sufficient length we should, contrary to expectation, find it impossible to execute the order we shall be entitled to withdraw from the contract reimbursing any tool costs paid by the customer. The customer shall not be entitled to assert any claims for damages for such withdrawal.
3. Custom-made goods or goods ordered for the customer exclude the rescission of the purchase contract or restitution of the goods.

VI. Warranty

1. The buyer undertakes to check the goods immediately and to give written notice of any obvious defects including the lack of any warranted characteristics within two weeks. Non-obvious defects shall be given notice of immediately after their detection. Unless otherwise agreed, the warranty claim shall be subject to a limitation period of 6 months from delivery.
2. Defects shall be remedied by repair, replacement or an adequate credit exclusively.
3. We can refuse to repair defects as long as the buyer fails to meet his obligation to the legal extent.
4. These provisions shall be without prejudice to the provisions of the Product Liability Act.

VII. Place of performance and jurisdiction

1. The seat of the company is the place of performance. If both parties to the contract are persons as defined by § 24 of the General Terms and Conditions Act, the seat of the company is the place of jurisdiction for both of them as well. This also applies to legal actions regarding bills of exchange and cheques. We are also entitled to bring an action against the buyer at his general place of jurisdiction. The above-mentioned also applies to anybody who is liable for the buyer's obligation.
2. Each and any of the legal relations shall be governed by the national law applicable at the seat of our company.

VIII. General limitation of liability

1. Any claims not expressly granted in these Terms and Conditions, particularly damages for impossibility according to § 325 of the (German) Civil Code, default, violation of contractual accessory obligations, culpa in contrahendo, unlawful action, shall be excluded to the admissible extent ? even if such claims should occur due to any warranty claims of the buyer ? unless they are caused by willful or grossly negligent breach of contract by us or by one of our employees.

IX. Invalidity of individual provisions

In the case that individual of the above provisions are of no effect or cease to be effective, such ineffective provisions shall be superseded by provisions that serve the economic purpose of this contract best adequately safeguarding the interests of either party to the contract.

X. Business transactions with nonmerchants

These Terms and Conditions apply to business transactions with nonmerchants as defined by the General Terms and Conditions Act only unless they conflict with § 10 and § 11 of the General Terms and Conditions Act.