

General terms and conditions of sales and delivery for INFRASOLID® GmbH

(translation from German, legally not binding)

§1 Scope

1. The following conditions apply to all deliveries and services of INFRASOLID® GmbH (hereinafter referred to as „INFRASOLID“, „we“ or „us“) and shall apply to the legal relationship between us and corporations / businesspersons that employ our services. Any conflicting purchase terms and conditions of our customers are not binding for us, unless we had expressly confirmed in writing.
2. Our terms of sale apply only with respect to entrepreneurs, legal persons of the public law or public assets within the meaning of § 310 (1) of BGB.
3. The fulfilment of any contract is subject to our approval and compliance (including any required approval) of any export and import regulations. The customer has on our request to provide the required documents.

§2 Quotations, documents and contracts

1. Quotations are valid, as far as the offer does not state otherwise, for a period of 4 weeks. Intersales is reserved. A delivery obligation is only justified by an explicit order confirmation letter from us. § 148 BGB applies accordingly.
2. The establishment of a contract is a written order confirmation required by us.
3. All documents made available by us shall remain our property; they may not be given or made accessible to any third parties without our prior written approval and must be returned immediately including all copies if the contract is not awarded to us.
4. Brochure and advertising claims, of whatever type, is informational and does not make any offers.
5. We retain the right at any time to make technical changes to the technical progress of our products and services.
6. Drawings, designs and contributions, that will be designed in the context of the contract negotiations or consultancy services, are non-binding. Any claims whatsoever from such documents or services can not be used against us and our employees, unless they have acted intentionally or with gross negligence.

§3 Prices and terms of payment

1. The valid prices are those at the time of our order confirmation. They apply plus the respective applicable value-added tax at the time of invoicing. Pricing and calculation shall be made in euro and are ex our factory (EXW)net including packaging. In the absence of written agreement additional costs, in particular transport packaging, postage, freight, insurance, and delivery fees are not included. We reserve the right, at an agreed delivery time of more than three months, to increase the prices according to the increase in costs or due to increase of collective agreements. If the increase is more than 5% of the agreed price, our contractual partner is entitled to withdraw from the contract.
2. Unless otherwise agreed, all invoices are due for payment within 30 days after the invoice date without any deduction. For new customers we reserve the right, in derogation of sentence 1 to deliver after prepayment.
3. A payment is considered only when we can dispose of the amount.
4. Our contractual partners have not the right to refuse payments or rights of retention, unless the counterclaim of our contractual partner is legally established or has been expressly declared as indisputable by us. Each order shall be seen as separate contractual relationship, also at current business connexions. Summation by Buyer is only admissible as far as its counterclaims have been expressly declared for undisputable.
5. The contracting party comes into delay, if the contracting party fails to pay after the due date following demand for payment. With an obligation to pay it comes into delay at the latest 45 days after the due date and inflow of the invoice or request for payment. Default interest shall become due in the amount of 8% p.a. above base rate at each case in force according to §1 Discount Rate Transition Law. We reserve the evidence of a higher damage caused by delay including a higher interest.
6. If a purchaser, after demand for payment with adequate respite, fails to pay the claim and we find out about physical circumstances, which let us infer in all likelihood missing creditworthiness of contracting party we are entitled to execute outstanding deliveries only against prepayment or deposit. If we were misled by indicating misstatements about creditworthiness by the contracting party we are furthermore entitled to withdraw from the contract and to seek damages for non-performance. In so far as a damage of across the board 25% of the net order value agreed, whereas in individual cases the contracting party shall be at a liberty to demonstrate a lower damage. In case of particularly high damages, e.g. in case of custom-made products, the seller reserves the right to claim a proven higher damage instead of the lump-sum compensation.

7. Costs for bank guarantees or letter of credit are to be borne by the purchaser.

§4 Time of delivery and performance

1. The delivery period begins with the day of our written confirmation of order, unless the customer would be obliged to inputs. In that case expects the delivery time from the receipt of the performance of the customer with us.
2. The delivery time is met, if the delivery item has left the factory or the readiness for dispatch has been notified.
3. All claims of the customer for failure or delay in performance, in particular claims for delayed fulfilment are excluded in the absence of other written agreements, as far as intention or gross negligence is not demonstrated to us.
4. If the agreed delivery time will be delayed by circumstances, the buyer has represented, so we are entitled to charge storage costs. It is due to the fact that the buyer has to represent, it is not possible, no later than ten weeks after the agreed delivery date to deliver from, we are entitled to withdraw from the contract and claim damages.

§5 Transition of risk

1. The risk passes to the buyer as soon as the consignment to the person performing transportation has been handed over for dispatch or has left our warehouse. This applies even if partial deliveries take place or if other services, e.g. forwarding costs, delivery and others have taken place. If the dispatch on the request of the purchaser or for other reasons will be delayed or impossible without our fault, the risk with the notification of dispatch will pass to the buyer.
2. The dispatch takes place at the expense and risk of the customer, even then, if the shipment is carried out with our own cars.
3. Partial deliveries are permitted.

§6 Retention of title

1. All goods supplied by us remain our property until all liabilities of the customers from the business relationship with us are met.
2. The withdrawal of the goods by us shall not be deemed a withdrawal from the contract, unless the resignation will be declared by us in writing or text.
3. We are immediately to be informed in writing about any seizure and other third parties outgoing hazards with all information, which we need for a third-party proceedings. As far as we suffer loss, because any third party to be reimbursed judicial costs of such an action, the customer is liable. Moreover, we reserve the right of the advanced reservation of ownership also against third parties.
4. Processing and transformation of our goods subject to retention of title by the buyer is expressly carried out for us. In case of processing with other goods not belonging to us, we are a co-ownership of the new thing in proportion of the invoice value of the reserved goods to the purchase price of the other processed goods at the time of processing. This rules also apply for the new thing in addition to the reserved goods.
5. The customer is entitled to resell our conditional goods. The customer cedes in advance herewith all resultant outstanding debts against third parties to us amounting to the invoice value. The customer is entitled for collecting outstanding debts. He is bound to keep amounts collected and to pay at maturity. This applies accordingly for the resale of courses originated by processing or converting of conditional goods.
6. We commit ourselves when required by the Buyer to release securities, which he provided to us according to this contract as far as they are not only momentarily not required for outstanding debts protection in particular as far as they exceed the value of our to be secured and to be amortised outstanding debts more than 10%.

§7 Warranty

1. The warranty rights of the customer requires a properly inspection as well as processes for the notice of defects (German trade law 377 HGB).
2. We guarantee within the legal regulations that all goods delivered by us are faultless. We do not adopt the warranty for materials delivered by customer. Guaranteed attributes by us occur solely in written form. The addendum of product descriptions, appliance documentations, data sheets or suchlike does not represent basically a guaranteed attribute. The warranty period starts with the transition of risk and is 12 months. We accept delivery costs for repair or replace by an authorised garage within our duty of warranty. This does not apply for transportation and storage costs as far as these are higher than delivery costs for repair or replace resulting by our side. Are goods part of customer's system then the period of warranty starts with beginning

of operation of the system, but not later than three months after transfer of perils.

3. In order to carry out the warranty, we reserve the right, at our discretion, either to repair the defective delivery item or to deliver a replacement. The buyer shall grant us the time and opportunity required at our reasonable discretion to remedy the defect. If he refuses to do so or if he delays this unreasonably, we are released from the liability for defects. If we allow a reasonable period of time set for us to remedy the defect to elapse without remedying the defect, the purchaser may withdraw from the contract or demand a reduction in price.
4. The warranty period for rectification of defects and replacement deliveries is 12 months. It runs at least until the expiry of the original warranty period for the delivery item.
5. The period for liability for defects shall be extended by the duration of the interruption of operations which occurs due to the fact that rectification, replacement delivery or replacement service is carried out.
6. Excluded from warranty are damages caused by natural wear and tear, faulty, negligent, improper or unsuitable handling, use or installation, by contractually not presupposed special stress or by unsuitable operating materials or environmental conditions. Minor deviations in quality, presentation or colour that are customary in the trade or are technical or due to raw materials shall not be deemed defects. In all other respects, our current specified permissible limit values apply, which can be viewed online in our data sheets.
7. Further claims of the customer, in particular a claim for compensation for damages which have not occurred to the delivery item itself, are excluded. This exclusion of liability shall not apply if we are guilty of intent or gross negligence or in the event of culpable violation of essential contractual obligations as well as in the event of the absence of expressly warranted characteristics or if the warranty was specifically intended to protect the customer against damage that did not occur to the delivery item itself. In case of culpable violation of essential contractual obligations, we shall only be liable for the reasonably foreseeable damage typical for the contract, unless intent or gross negligence is involved.
8. Items 1 to 6 shall apply accordingly to such claims of the buyer which have arisen as a result of suggestions or advice given within the framework of the contract or as a result of a breach of secondary contractual obligations.

§8 Copy wrights, commercial legal protection

We are always absolute entitled to the copyrights of all plans, drawings and all other written technical preparations, analyses, estimates of costs etc. delivered by us, without the need for a special note. All documents and writs of that kind remain our property. Unless otherwise expressly and in written form agreed remain all rights of inventions, experience and knowledge, in particular industrial power rights and registrations of trade mark rights, with us, without that we are bound, due to the given orders, for cession of such rights to our customer, be it for usage or otherwise.

§9 Place for performance, jurisdiction and applicable law

1. The contractual relationship shall be governed by German law to the extent legally permissible.
2. Exclusive place of payment and performance is Dresden (Germany).
3. Place of jurisdiction for all disputes arising from this contractual relationship is Dresden /Germany.
4. The invalidity of any provision of these terms and conditions of sale and delivery shall not affect the validity of the remaining provisions. The legal relations between ourselves and the purchaser are subject solely to the laws of Germany.