

Terms and Conditions of Sale KERSTEN Elektrostatik GmbH

1. Scope

The terms and conditions below apply to all quotations submitted by us and all contracts concluded with us now and in the future, unless agreed otherwise, in particular in general agreements. The terms and conditions of the customer are not accepted.

Our terms of sale shall only apply to registered businesspeople as defined by § 14 BGB (German Civil Code), legal entities as defined by public law or by the public separate estate.

2. Contract conclusion

2.1 A contract shall only come into being upon issuance of our written order confirmation or upon delivery. The content of the contract, particularly the scope of supply, shall be governed exclusively by our order confirmation. Amendments and additions to the contract require our written confirmation.

2.2 We reserve the right to make changes to the illustrations, descriptions, weights and dimensions in our brochures, price lists, catalogues and our quotation to the extent that the product is not materially altered thereby, its quality is improved and the changes are reasonable for the purchaser.

3. Prices and terms of payment

3.1 Unless otherwise agreed, our prices are governed by the price list valid at the time of delivery. Repair and service work will be billed according to expense. If billing is carried out according to time, the time expended will be rounded up to full quarter hours. Waiting times or repeated trips out will be charged as working/travel time, if we are not responsible for the reasons. All prices are exclusive of statutory sales tax. In the case of goods deliveries, the costs of shipment and packaging are extra.

3.2 Invoices are due immediately and shall be paid within 14 days of invoicing net cash. Invoices for services and installation work shall be paid without deduction within 7 days.

3.3 In case of default of payment, we are entitled to claim default interest of 9%. The right to assert a higher damage remains reserved.

3.4 We are entitled to demand reminder fees of € 10.00 for each reminder.

3.5 We reserve the right to carry out deliveries and services on a cash in advance, cash, or cash on delivery basis.

3.6 If due to the financial situation of the customer we deem our claims at risk, we shall have the right to make processing of all orders of the customer subject to advance payment or posting of bond. After unsuccessful expiry of a deadline that we consider appropriate we shall be entitled to withdraw from the contract. However, this does not apply, if the exposure was apparent even prior to concluding the contract. If the customer is more than four weeks in default of paying claims amounting to at least 20 percent of our total claims from the relevant contract with the customer, we may call our total claims immediately. In the above cases we shall furthermore be entitled to make processing of all orders of the customer subject to advance payment or posting of bond.

3.7 The purchaser may only offset our claims against undisputed or legally established counter claims. A right of retention from previous or other transactions in the current business relationship is expressly excluded. Excepted from this is the right of retention due to undisputed or legally established claims.

4. Purchase on approval or for trial

When purchasing on approval or for trial customer shall use the merchandize made available exclusively for the agreed intended use and with due care until the end of the trial period. If customer damages the merchandize we shall be entitled to claim compensation for damages. Unless the parties agree otherwise, customer shall be entitled to test merchandize for four weeks after delivery and undertakes to either approve the merchandize upon expiry of the trial period or to return it to us at his own expense. If customer

does not return the merchandize after expiry of the deadline and does not notify us that he rejects the merchandize, the sale will become effective upon expiry of the deadline

5. Delivery

5.1 Delivery dates shall be governed by the agreements reached in each individual case. A delivery period is deemed as met when the product is sent for transport or readiness for shipment is established and notified. Where an acceptance inspection has to be carried out, the date of the inspection shall apply – except in the event of justified refusal of acceptance – or alternatively the notification of readiness for inspection.

5.2 If the customer fails to meet or is late in meeting his contractual obligation to cooperate, the agreed delivery periods shall be extended accordingly.

5.3 If we are unable to meet an agreed delivery date for reasons beyond our control (operating disruptions, strike, lockout, energy supply difficulties, delays in deliveries to us, etc.), we shall notify the customer without delay. In such a case the customer shall not be entitled to withdraw from the contract.

If in said cases it cannot be foreseen that we will be able to render our service within a reasonable period, or at the latest within three months, both parties shall be entitled to withdraw from the contract. The same shall apply if the reasons for non-delivery still exist after a period of three months after our notification. If the reasons for non-delivery were known to us at the time of contract conclusion, we shall not be entitled to withdraw from the contract.

5.4 Part-deliveries are allowed where this is reasonable for the customer.

6. Shipment and passage of risk

The customer shall bear the costs and risks of transportation (EXW). This applies irrespective of whether shipment is made from the place of performance. If the customer is in default of acceptance, the passage of risk shall take place upon notification of readiness for shipment.

7. Special provisions for repairs and service work

We reserve the right to transport the equipment to a different place for repair. If we replace damaged parts, we shall acquire title in the replaced parts. We shall remedy all defects we identify unless the purchaser requests a partial repair.

8. Retention of title

8.1 All products delivered by us shall remain our property until such time as all our claims from the entire business relationship with the purchaser are settled in full. Pledging and collateral assignments are not allowed.

8.2 In the event of seizure of retained-title products by third parties, the customer shall notify us without delay. The customer shall bear all costs necessary to remedy the seizure and recover the products delivered by us.

8.3 Customer shall be entitled to sell the retained goods in proper business transactions, if no non-assignment was agreed with the buyer, and shall be entitled to process the retained goods. Even now customer assigns any claims against his customers arising from the resale to us as security. In the case of sale of processed goods customer shall assign claims to the amount attributable to the merchandize we supplied. We grant customer the revocable authorization to collect the claims assigned to us on our account in his own name. We have the right to revoke the authorization to collect, if the customer is at least one week late in paying. Upon our request customer shall, after we revoke the authorization to collect, disclose the assignment and transfer the necessary information and documents for collection of the claim to us.

8.4 If the retained-title products are joined with other items, the retention of title shall be extended to the newly arising item. We shall thereby acquire a share in title in the proportion of the invoice value of the retained-title product to the value of the other joined items. If one of the joined items is to be regarded as the main

item, the customer shall transfer to us the share in title in the proportion of the invoice value of the product delivered by us to the value of the other joined items. The customer shall safeguard the new item free of charge in respect of our share in title.

- 8.5 If the realizable value of the securities given exceeds our claims by more than 10%, we undertake to release the securities in respect of the excess value.

9. Warranty claims

- 9.1 If our performance should prove to be faulty, the warranty claims of the customer shall be in accordance with the legal provisions provided that initially customer may only require remedied performance.
- 9.2 If the remedy fails, the customer shall be entitled to reduce the payment or withdraw from the contract. In addition, the purchaser may demand damages instead of performance subject to the provisions of section 10.
- 9.3 In the case of justified complaints we undertake to bear the labor and material costs necessary to eliminate the defects.
- 9.4 The warranty period for defects of the goods that we supply is 12 months upon delivery – or, if acceptance is required, starting from acceptance and transfer of risk. Claims for damages shall remain unaffected according to item 10.

10. Liability

- 10.1 We accept liability in accordance with the statutory regulations for culpable infringement of our material contractual obligations. Unless we are guilty of gross or willful negligence, we shall however only accept liability for typically occurring, foreseeable losses.
- 10.2 In all other cases we shall accept liability if the loss is caused through willful or gross negligence by one of our legal representatives or a senior vicarious agent, in case of gross negligence our liability shall be limited to damages that typically occur and are reasonably predictable.
- 10.3 In the case of assumption of a guarantee and in respect of damages from injury to life, body or health, we accept liability in accordance with the statutory regulations. Liability under the Product Liability Law remains unaffected.
- 10.4 In all other respects, damage claims against us for breaches of obligations are excluded.

11. Data protection, copyright

- 11.1 We will store the personal data of our business partners necessary for business purposes in accordance with the statutory provisions.
- 11.2 The customer may only pass on, or make known, to third parties the drawings, plans, illustrations, calculations, designs and technical documents submitted by us and the know-how made available to him if we have provided our prior approval for this in writing. We expressly reserve the right to any copyrights.

12. Final provisions

- 12.1 This agreement shall be governed by German law to the exclusion of the UN convention on the international sale of goods.
- 12.2 If the customer is a registered businessperson, legal entity under public law or by the public separate estate, place of fulfillment and venue for any litigations under this contract or arising thereof will be Freiburg i.Br., Germany. In addition we reserve the right to file action against the customer at his registered business domicile.
- 12.3 Should any provision of this agreement be or become invalid, this shall not affect the validity of the agreement or the remaining provisions. The invalid provision shall be replaced – unless dispositive law is applied – by a provision which comes closest in its economic content to the invalid provision. The same shall apply in the event of a gap in the provisions.

