

## General Terms and Conditions

Fa. Uwe Weller Feinwerktechnik GmbH  
Am Leitz-Park 3  
D-35578 Wetzlar



version 09/12

### Section 1 General

Our General Terms and Conditions (hereinafter also referred to as "Ts&Cs") apply to all business relationships with our customers (hereinafter referred to as "Client"), if the Client is a business person in terms of Section 14 German Civil Code [BGB].

All orders are exclusively accepted and performed based on the Uwe Weller Feinwerktechnik GmbH Ts&Cs below. These Ts&Cs also apply to future agreements with the same customer (hereinafter referred to as "Client") as amended, without reference to their applicability being required in each individual case.

We do not recognize conflicting or deviating terms and conditions of the Client, unless we expressly agreed to their applicability in writing. Our General Terms and Conditions also apply, if we have knowledge of the Client's conflicting or deviating terms and conditions and provide our services without any reservations. The Client accepts these Ts&Cs by placing an order. Modifications to these Ts&Cs require a written agreement.

### Section 2 Offers and Conclusion of Agreement

Our offers are without any obligation and non-binding, unless our offers are expressly designated to be binding or our offers contain a specific acceptance period. The above provision also applies, if we provide the Client with catalogs, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), other product descriptions or documents - including electronic form.

The agreement comes into existence through the acceptance of the Client's offer (order) within two (2) weeks from receipt of the Client's offer or if the Client receives the ordered goods (hereinafter also referred to as "Delivery Items") within this period. In the event our order confirmation (acceptance) differs from the Client's offer, such order confirmation is deemed to be a new offer.

The legal relationships between us and the Client are exclusively governed by the agreement concluded between us and the Client in writing, including these Ts&Cs. Such agreement between us and the Client contains all arrangements between the contracting parties concerning the subject matter of the agreement. Verbal promises or assurances given by us prior to the conclusion of this agreement are legally non-binding and any verbal arrangements between the contracting parties are replaced by the written agreement, unless verbal arrangements between the contracting parties are expressly formulated such that they are intended to remain effective even after the conclusion of the agreement.

Our information regarding the Ordered Products or Services (e.g. weight, dimensions, operating values, capacity, tolerances and technical data), as well as our illustrations of Delivery Items (e.g. drawings and depictions) may vary from the actual products or services and are to be understood as approximations, unless the usability of the Ordered Products or Services for the intended contractual purpose requires precise conformity. Such information and illustrations do not constitute guaranteed characteristics as to quality, but are descriptions or designations of the goods or services to be delivered. Customary deviations and deviations that are applied based on statutory regulations or that represent technical improvements, as well as replacement of components through equivalent parts are permissible, provided such deviations do not negatively affect usability of the Ordered Products or Services for the intended contractual purpose.

We reserve title or copyright to all submitted offers and cost estimates, as well as all drawings, depictions, calculations, prospects, catalogs, models, tools and other documents and aids provided by us to the Client in physical and immaterial form, including in electronic form. The Client is not permitted to make such objects available to any third party, including information as regards the content of such objects, to publish such objects, to use or

Seat of the firm is Wetzlar  
Registered HRB 1577  
Managing Director: Siegbert Zörb

phone +49 (0) 64 41 / 90 19 - 0  
fax +49 (0) 64 41 / 90 19 - 19  
http:// www.weller-feinwerktechnik.de  
e-mail: info@weller-feinwerktechnik.de

reproduce such objects or through third parties. The Client is obligated to return these objects in their entirety at our request and to destroy any created copies, if the Client no longer needs such copies in the ordinary course of business or if negotiations between us and the Client do not result in the conclusion of an agreement.

The INCOTERMS as amended at the conclusion of the agreement are decisive for the interpretation of delivery clauses, unless agreed otherwise between the parties.

### Section 3 Pricing and Payment Terms

Our prices apply to the products and services designated in the order confirmation. Additional or special services are separately invoiced. Our prices are ex works, excluding packaging, loading, freight and insurance plus applicable statutory VAT, unless agreed otherwise. In the case of export deliveries, customs, fees and other public levies are charged additionally.

Payments are to be effected without any deductions within thirty (30) days from the invoice date. We reserve the right to demand advance payments on a case by case basis, in particular in the case of custom-made products. In the event the Client does not affect payment when due, the amounts payable will bear interest at a rate of 5% p.a. from the due date; the right to assert higher interest rates, e.g. from default, and additional damages in the case of default in payment remains unaffected.

Should the Client fail to promptly meet its payment obligations when due, we are entitled to

- demand immediate payment of all outstanding payments;
- retain products and/or services from not yet fulfilled agreements;
- assert our rights based on the agreed retention of title according to Section 9;
- cancel the agreement after the expiry of a reasonable grace period and assert damages.

The Client may only set-off against our claims with counterclaims that are uncontested or recognized by declaratory judgment. The Client is also entitled to set-off against our claims, if the Client asserts claims for defects or counterclaims based on the same agreement. The Client may only assert a right of retention, if the counterclaim is based on the same agreement. We are entitled to avoid the exercise of a right of retention through the provision of security - also through the provision of a guarantee.

We are entitled to perform delivery or provide services for outstanding deliveries or services only against advance payment, if we become aware of facts or circumstances after the conclusion of the agreement that negatively affect the Client's creditworthiness and through which payment of our outstanding claims arising from the respective agreement (including from other individual orders based on the same framework agreement) by the Client is at risk. In the case of agreements for the production of unreasonable items (one-off production), we are authorized to immediately withdraw from the agreement. The statutory provisions regarding the lack of a need for setting a time limit remain unaffected.

### Section 4 Delivery and Delivery Period

Deliveries are ex works (EXW). Place of performance is ex works. The Delivery Items are shipped to another destination at the request and expense of the Client (sale by delivery to a place other than the place of performance).

Deadlines and dates for the delivery of products or the provision of services provided by us are to be understood as approximations, unless firm deadlines and dates are expressly committed or agreed. In the event shipment is agreed, delivery deadlines and dates refer to the point in time goods are transferred to the shipper,

Sparkasse Wetzlar  
BLZ 515 500 35  
bank account No. 10 462

## General Terms and Conditions

Fa. Uwe Weller Feinwerktechnik GmbH  
Am Leitz-Park 3

D-35578 Wetzlar

carrier or another third party contracted for transport.

Compliance with the committed or agreed delivery deadline and date requires that the order is completely cleared, all approvals are provided and we received all documents, payments and collaterals the Client is obligated to provide or effect on schedule. Notwithstanding the Client's rights arising from default, the delivery deadline is reasonably extended, if the above requirements are not met in due time.

We are not liable for the impossibility of or delay in delivery, if such impossibility of delay is caused by force majeure or by other events that could not be foreseen at the conclusion of the agreement (e.g. disruption of operation of any kind, difficulty to procure material or energy, transportation delays, strikes, lawful lock-outs, lack of manpower, energy or raw materials or missing, incorrect or delayed deliveries from suppliers) provided we are not at fault for such events. We may withdraw from the agreement, if such events render the delivery of products or the performance of services more difficult to a significant extent or make the performance of services or deliveries impossible and the duration of the impairment is not merely temporary in nature. If the duration of the impairment is merely temporary in nature, delivery or performance periods / dates are extended or postponed by the period such impairment continues plus a reasonable start-up period. Should it be unreasonable for the Client to accept the delivery or service due to the delay, the Client may withdraw from the agreement by notifying us in writing without undue delay.

Framework agreements must be fulfilled in full within one (1) year from the order date, unless agreed otherwise between the parties. In the event we are forced - e.g. due to minimum purchase requirements of our suppliers - to purchase more raw materials than the framework agreement comprises, we reserve the right to charge the Client according to our delivered costs.

We may perform partial deliveries, under-deliveries and over-deliveries of up to 10%, if and to the extent this is acceptable to the Client.

In the event we are in default with the performance of a delivery or service or the performance of a delivery or service becomes impossible for us, for any reason whatsoever, our liability is limited to damages pursuant to Section 7 of these General Terms and Conditions.

### Section 5 Shipment / Packaging, Passing of Risk, Acceptance

If the Client includes shipment of the products or services with its order, shipment is performed at the risk and expense of the Client. We determine shipment mode, shipment route and packaging at our discretion under exclusion of any liability for the selection of the cheapest and fastest shipping mode.

The risk of loss, damage and thereby delivery delays passes to the Client at the latest upon the transfer of the Delivery Items (the point in time loading begins is decisive) to the shipper, carrier or another third party contracted for transport. This provision also applies in the case of partial deliveries or if we have assumed other, additional, services (e.g. shipment or installation).

We only insure Delivery Items against damages caused by theft, breakage, transport, fire and water or against other insurable risks at the Client's express demand and expense.

Should the Client be in default of acceptance or shipment or transfer of the Delivery Items is delayed as a result of circumstances caused by the Client, the risk passes to the Client as of the date the Delivery Items are ready for shipment and we have notified the Client accordingly (readiness for shipment notification). In this case, we are authorized to store and insure the Delivery Items at the Client's risk and demand reimbursement of the arising cost. If we store the Delivery Items, storage costs at a rate of 0.25% of the invoice

Seat of the firm is Wetzlar  
Registered HRB 1577  
Managing Director: Siegbert Zörb

phone +49 (0) 64 41 / 90 19 - 0  
fax +49 (0) 64 41 / 90 19 - 19  
http:// www.weller-feinwerktechnik.de  
e-mail: info@weller-feinwerktechnik.de

version 09/12

amount for the stored Delivery Items will be charged for each full week of storage. The right to claim and furnish proof of additional or smaller storage costs remains unaffected.

If acceptance is expressly agreed in individual cases, acceptance is to be performed in our plant without undue delay upon readiness for shipment notification. Acceptance is declared, if the Client does not raise any justified objections upon the completion of the inspection of Delivery Items. If the Client waives an agreed acceptance inspection or acceptance does not take place in spite of a reasonably set grace period, the Delivery Items are deemed accepted upon the expiry of the grace period and we are authorized to ship the Delivery Items or to store the Delivery Items at the Client's risk and expense.

### Section 6 Notice of Defects and Claims for Defects

The delivered goods are to be inspected without undue delay upon delivery at the Client's site or at a third party's site designated by the Client. Delivery is deemed to be accepted, if we do not receive notice of defects in writing regarding obvious defects or other defects that would be identifiable within the scope of an immediate, careful inspection within ten (10) working days from goods delivery or otherwise within ten (10) working days from the identification of the defect or any other earlier point in time at which the Client could identify the defect within the course of customary use of the goods without performing a specific inspection.

At our demand, the Client is obligated to return defective goods to us carriage paid. We will reimburse the expenses for the most favorable transport route from the place of performance to our business seat, if the notice of defects is justified.

Claims for defects apply only if the goods are used under customary operational and climatic conditions. If it is intended to use the goods under specific conditions and the Client did not inform us respectively so that the use of the goods under specific conditions is not a subject matter of the agreement, claims for defects are excluded for these specific conditions. Claims for defects are forfeited for such defects, where third parties attempted to rectify such defects and the Client did not provide us with a reasonable opportunity to remedy such defects prior to the involvement of a third party.

Surface treatment is subject to the following provisions: Galvanic treatment is only applied to the outer surfaces of hollow parts, unless cavity treatment is agreed in specific cases. If corrosion starts immediately on the untreated surfaces, this does not constitute any claims for defects. Materials whose surfaces are subject to [chemical] treatment are at risk of being damaged through moisture and fretting corrosion. Such materials are to be properly packaged, stored and transported.

In the case of a defect, we are obligated and entitled to first rectify the defect or deliver a replacement. We are obligated to decide within a reasonable period, which remedy option will be performed. The Client does not have a claim to subsequent performance or to a specific form of subsequent performance. We may demand that the Client pays the applicable remuneration prior to the fulfillment of our obligation to provide subsequent performance. The Client is, however, entitled to retain a share of the remuneration that is reasonable in relation to the defect.

In the case of a defect, we bear the required expenses for examination and subsequent performance, provided these expenses are not increased, because the Delivery Items are located at another location than the place of performance. If this examination comes to the conclusion that the Client's claim to subsequent performance is not justified, we may demand that the Client reimburses us any incurred costs arising from such examination.

The rectification of the defect is first deemed failed after the second unsuccessful attempt, unless additional attempts to rectify the defect are appropriate and reasonable to the Client due to the nature of the Delivery Item. The Client may first assert damage claims for such

Sparkasse Wetzlar  
BLZ 515 500 35  
bank account No. 10 462

## General Terms and Conditions

Fa. Uwe Weller Feinwerktechnik GmbH  
Am Leitz-Park 3  
D-35578 Wetzlar

defect based on the following conditions, if subsequent performance has failed.

The Client may, at its option, reduce the purchase price (Reduction) or rescind from the agreement, if we seriously and definitely refuse to provide subsequent performance or if subsequent performance has failed or if subsequent performance is unreasonable to the Client or if the Client has set a reasonable grace period for the rectification of the defect without success. The above provision does not apply, if we are entitled to refuse the provision of subsequent performance based on statutory provisions.

To the extent defects are based on materials or components provided by our upstream suppliers and which we cannot remedy for reasons based on license rights or for actual reasons, we will, at our option, enforce such claims for defects against the respective manufacturers or suppliers at the expense of the Client or assign such claims for defects to the Client. In the case of such defects and subject to the other requirements and according to the provisions contained in these Ts&Cs. The Client may only have claims for defects against us, if the enforcement of the aforementioned claims against the upstream supplier was unsuccessful or is futile, e.g. due to insolvency. The limitation period of the Client's respective claims for defects against us is suspended for the duration of litigation.

### Section 7 Liability

Unless provided otherwise in these Ts&Cs, we are liable for contractual and non-contractual obligations according to the applicable relevant statutory provisions.

We process parts and components provided to us according to our best knowledge and skills, we are, however, only liable for damages caused through breakage or for other damages to the material, if such damages are caused through intent or negligence by us and in such case our maximum liability is limited by the agreed processing costs for the respective material, however, we are not liable for the material itself. Our liability for defects is limited by the delivery value of our products and services.

In the event the Client engages us to perform surface treatment exclusively or additionally, the Client is obligated to specify the minimum coating thicknesses at a measurement point agreed between the parties and to prevent chemical and mechanic damage to the surface through suitable measures. We are only liable for gross negligence or intent in the case of damages caused by weather and for damages caused by residue from the treatment process that trickle out of laminations and other inaccessible cavities within the course of time. In the event the Client deems it necessary to apply a hydrogen de-embrittlement procedure, we will only perform such procedure based on an agreement with the Client under exclusion of any liability, except for intent or gross negligence. The above limitations and exclusions of liability do not apply, if we violate the pre-contractual obligations to inform.

Otherwise, we are only liable for damages - based on any legal grounds whatsoever - if we, our corporate bodies, legal representatives, employees or vicarious agents are at fault for intent or gross negligence. In the case of negligence, we are only liable for:

- damages arising from injuries to life, body or health or pursuant to the German Product Liability Act [Produkthaftungsgesetz].
- damages arising from the violation of material contractual obligations (obligations, whose performance is a prerequisite for the proper execution of the agreement and on whose compliance the contracting party routinely relies on and may rely on, in particular, the delivery of objects that are free from material defects, as well as compliance with the duty to consult, the duty to safeguard and the duty to exercise due care, which should enable the Client to use the Delivery Items according to the agreement or which are intended to protect the Client's property from significant damages). In this case, our liability is limited to damages

Seat of the firm is Wetzlar  
Registered HRB 1577  
Managing Director: Siegbert Zörb

phone +49 (0) 64 41 / 90 19 - 0  
fax +49 (0) 64 41 / 90 19 - 19  
http:// www.weller-feinwerktechnik.de  
e-mail: info@weller-feinwerktechnik.de

version 09/12

that are typical and foreseeable for the respective product or service. Indirect and consequential damages, as a consequence of defects of the Delivery Items, are only recoverable, if and to the extent such damages are typically foreseeable damages, if the Delivery Items are used as intended.

The above limitations of liability do not apply, if we fraudulently conceal a defect or provided a guarantee for the quality of the Delivery Item.

In the event we created a product according to the instructions and drawings of the Client, the Client is obligated to indemnify us - hereby waiving its own claims - from and against any third party claims for damages or based on copyright violations, unless we are at fault for intent or gross negligence.

We are not liable for damages arising from technical information or consulting activities, provided such information or activities are not included in the contractually agreed scope of services.

Any additional liability for lost production, interruption of operations, lost profit or other indirect losses is excluded.

We are only liable within the scope of warranty of quality, if defects arise at the Client within the warranty of quality limitation period for claims for defects according to Section 8 and the Client notifies us of such damage without undue delay upon its occurrence.

The above exclusions and limitations of liability apply to the same extent to our corporate bodies, legal representatives, employees and vicarious agents.

In the case of a violation of an obligation other than a defect, the Client may only rescind from or terminate the agreement, if we are at fault for the violation of the obligation. A right to convenience termination by the Client (in particular according to Sections 651, 649 German Civil Code [BGB]) is excluded. Otherwise the statutory regulations and provisions apply.

### Section 8 Statute of Limitations

The general limitation period for claims based on defects as to quality and defects of title is one (1) year from goods delivery or acceptance. This limitation period does not apply to the extent the law does not permit a reduction of the limitation periods stated in Sections 438, 634 a German Civil Code [BGB].

Claims based on Culpa in Contrahendo and other violations of obligations or duties become time-barred after two (2) years at the latest. The limitation period begins on the date the Client gains knowledge of the facts and circumstances on which such claim is based or of which the Client had to gain knowledge, unless the Client exercised gross negligence. Irrespective of such knowledge or lack of knowledge based on gross negligence, such claims become time-barred after five (5) years from their creation, except for claims arising from injuries to life, body, health or liberty. The above provisions do not apply to claims arising from product liability.

In derogation from Section 212 Para 1 No. 1 German Civil Code [BGB], the respective limitation period for the Client's claims based on the aforementioned provisions only begins anew, if we expressly recognize the Client's claims in writing to the Client.

The above provisions concerning limitation periods also apply to claims against our corporate bodies, legal representatives, employees and vicarious agents.

### Section 9 Retention of Title

We retain title to the goods (goods subject to retention of title) delivered by us until all of our current and future claims arising from the business relationship with the Client are paid in full, including all current account credit balances.

Sparkasse Wetzlar  
BLZ 515 500 35  
bank account No. 10 462

## General Terms and Conditions

Fa. Uwe Weller Feinwerktechnik GmbH  
Am Leitz-Park 3  
D-35578 Wetzlar

The Client is obligated to treat goods subject to retention of title with due care. The Client is obligated to insure goods subject to retention of title against damages caused by fire, water and theft such that the replacement value is covered.

The Client is authorized to sell, process and/or mix/integrate the goods in the ordinary course of business, provided the Client meets its obligations arising from the business relationship with us in a timely manner. The Client may not pledge or transfer the goods subject to retention of title by way of security. The Client is obligated to safeguard our rights in the case the Client resells the goods subject to retention of title on a credit basis.

The Client hereby assigns in full as security any payment claims the Client may have against its customers from the resale of the goods subject to retention of title, as well as any claims concerning the goods subject to retention of title that arise from any other legal basis against its customers or third parties (in particular claims arising from tort and claims to insurance benefits), including all current account credit balances. We hereby accept the assignment. The Client is authorized to collect such assigned claims on its own account and in its own name as long as this authorization is not revoked by us. Our right to collect such claims is not affected by the above provision; however, we will not enforce the collection of such claims and will not revoke the authorization as long as the Client properly meets its payment obligations.

Should the Client violate its obligations, in particular default in payment, we are entitled, after we set the Client a reasonable deadline to meet its obligations and such deadline expired without success, to rescind from the agreement, to retake possession of the respective goods and to enter the Client's property for this purpose; the statutory provisions regarding the lack of a need for setting a time limit remain unaffected. The Client is obligated to return our property. In addition, we may demand that the Client discloses to us the assigned claims and the respective debtors, notifies the debtors of the assignment and delivers to us all associated documents and provides us with all information required for the enforcement of our claims.

The Client performs any adaptation or processing of the goods subject to retention of title on our behalf. In the event the goods subject to retention of title are processed or irreversibly mixed with other objects that are not our property, we will acquire co-ownership of the newly created objects proportionate to the invoice value of the goods subject to retention of title and the other processed or mixed objects at the point in time of processing or mixing. In the event our goods subject to retention of title are integrated or irreversibly mixed with other movable objects so that a new object is created and such other object is deemed to be the main thing, the Client assigns to us the proportionate co-ownership to such main thing, to the extent such main thing is the property of the Client. The Client keeps and safeguards the property or co-ownership on our behalf. Otherwise the same provisions that apply to the goods subject to retention of title apply to the object/thing that is created through processing, integration or mixing.

The Client is obligated to promptly notify us, if execution measures are taken by third parties against the goods subject to retention of title, the claims assigned to us or against other collaterals and providing us with all documents required for an intervention. The same applies to any other encroachments.

To the extent the realizable value of all securities owed to us exceeds the value of all of our claims by more than twenty (20%) percent, we will, at our option and upon the Client's request, release the respective portion of such securities.

If the retention of title is not effective in the above form according to the laws of the country of destination, the Client is obligated to cooperate in formulating an argumentation for a security interest in our favor that complies with the regulations of the Client's country.

Seat of the firm is Wetzlar  
Registered HRB 1577  
Managing Director: Siegbert Zörb

phone +49 (0) 64 41 / 90 19 - 0  
fax +49 (0) 64 41 / 90 19 - 19  
http:// www.weller-feinwerktechnik.de  
e-mail: info@weller-feinwerktechnik.de

version 09/12

### Section 10 Tools and Specific Operating Supplies

To the extent we charge costs (pro rata) for tools or specific operating supplies for the manufacture of the Delivery Item, such tools or supplies remain our property, also after the invoiced amount is paid; this provision also applies if the Client separately ordered the manufacture of the Delivery Item. We only undertake to use such tools without additional charges for the manufacturing of Delivery Items, if follow-on orders are placed within a reasonable period of time. This provision does not apply, if we expressly undertake to transfer such tools or supplies to the Client after the termination of the business relationship.

### Section 11 Place of Performance and Place of Jurisdiction

Place of performance for delivery and payment is Wetzlar.

Place of jurisdiction for all disputes arising from this business relationship between us and the Client is Wetzlar. We are, however, entitled to sue the Client at any competent court. In this case, the Client is obligated to reimburse us any incurred costs of bringing an action or execution, including expenses and fees for retained attorneys even in the case that such costs, expenses or fees would not be reimbursed according to the applicable regulations of that jurisdiction. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected from this provision.

The relationships between us and the Client are exclusively governed by the laws of the Federal Republic of Germany. The Hague Convention relating to a Uniform Law on the International Sale of Goods dated July 1, 1964 and the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 do not apply.

### Section 12 Severability Clause

Should this agreement or these Ts&Cs have failed to address certain matters, such legally effective provisions are deemed agreed to address such matters, which the parties to this agreement would have agreed upon according to the economic objectives of this agreement, if they would have known that they had failed to address such matter.

#### Note:

The Client takes note that we store the data arising from this contractual relationship according to Section 28 German Federal Data Protection Act [Bundesdatenschutzgesetz] for data processing purposes and that we reserve the right to transmit such data to third parties (e.g. insurances) to the extent required for the performance of this agreement.

Sparkasse Wetzlar  
BLZ 515 500 35  
bank account No. 10 462