

Standard Terms for Sales and Deliveries

§ 1 (Offer)

- (1) The English translation of the ficonTEC Standard Terms for Sales and Deliveries is provided for the convenience of our non-German-speaking customers. Regardless of this, only the original German language version is legally binding.
- (2) Except where our written offer or our order confirmation expressly provides differently any offer from our side shall remain unbinding.
- (3) We reserve the right to property and copyright with regard to any and all pictures, drawings, calculations, and other documentation. They shall not be made available to third parties. The above shall particularly but without limitation apply to any and all documents marked "secret", "confidential" or analogical. Our prior written consent shall be required before such documents are handed out to third parties.

§ 2 (General - Application)

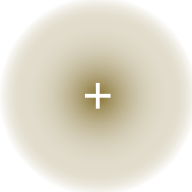
- (1) Our Standard Terms for Sales and Deliveries shall apply exclusively. Except where expressly confirmed by us in writing we shall not accept any conflicting terms and conditions of the customer. Our Standard Terms for Sales and Deliveries shall apply exclusively even where despite of positive knowledge of such conflicting terms and conditions of the customer we did not expressly object to them.
- (2) This agreement contains the entire agreements of the parties regarding the performance hereof. The entire agreement is made in writing.

Bremer Landesbank
Konto: 1051644002
BLZ: 290 500 00
Swift Code BRLade22
IBAN DE09290500001051644002

Amtsgericht Bremen
HRB 25725
Firmensitz Achim
Steuernummer 71 564 05323
USt-ID-Nr DE266625433

Desmastraße 3-5
28832 Achim
T +49 (0)4202.51160-0
F +49 (0)4202.51160-90
E-Mail info@ficontec.com

Geschäftsführer
Dipl.-Ing. Torsten Vahrenkamp
Matthias Trinker

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- (3) Our Standard Terms for Sales and Deliveries shall only apply as towards public corporations, public special estates, and enterprises within the meaning of section 310 para 1 German Civil Code ("Bürgerliches Gesetzbuch, BGB").
 - (4) Our Standard Terms for Sales and Deliveries shall also apply for any and all future transactions with the customer.

§ 3 (Prices, Payment)

- (1) Except where our order confirmation states differently our prices shall be "ex works" (EXW Incoterms). We reserve the right to change our prices accordingly if after the entering into this agreement cost reduction or cost increases particularly but without limitation based on collective wage agreements or raw material prices occur. We will prove such price changes to the customer upon request.
- (2) All prices quoted are exclusive of VAT. VAT shall be added in the statutory amount as of the date of the day of invoicing and shall be quoted separately on the invoice.
- (3) The deduction of discounts shall only be allowed where expressly agreed in writing.
- (4) Except where expressly stated differently in the order confirmation the purchase price shall become due for payment without deduction within 10 days after the dispatch of the invoice (date of the invoice). Where the customer fails to pay within this time he shall be in delay of payment ("Verzug"). Where the customer is in delay of payment we shall be entitled to claim interest in an amount of 8 % above the statutory base rate per annum (Basiszinssatz, § 247 BGB). We shall furthermore be entitled to claim any higher damage caused by customer's default.
- (5) Payments shall be made free our office. Except where expressly stated differently in the order confirmation payments shall be fulfilled in EURO. The customer bears all costs and disagio which are caused by payments in another currency.



§ 4 (Passing of the Risk - Packaging Costs)

- (1) Where the order confirmation does not state differently the delivery shall be “ex works” (EXW Incoterms).
- (2) Except for pallets transportation packaging and all other packing material as defined in the German Verpackungsverordnung shall not be taken back. The customer undertakes to provide for disposal of such materials at its own expense.
- (3) If the customers so requests we will cover the delivery by a transport insurance. The costs for such insurance shall be born by the customer.

§ 5 (Delivery Time)

- (1) The indicated delivery time shall not begin until and unless any and all technical questions have been agreed upon.
- (2) The fulfilment and adherence to our delivery obligation shall depend upon the correct and timely pre-supply to us.
- (3) Where delivery becomes impossible subject to circumstances for which we are not responsible the delivery time shall be extended for the time of impossibility. A shortage in raw materials, inability for which we are not responsible and other cases of Force Majeur shall relieve us from the delivery time. In such cases we shall be entitled to withdraw from the agreement partly or completely.
- (4) Where the customer is in delay of acceptance or where the customer is in breach of any other obligation to co-operate we shall be entitled to claim restitution for any damages incurred insofar including without limitation additional expenditures on our side. Additional claims remain reserved.

