

## 1. Scope:

- 1.1. The following conditions of sale and delivery of Feichtner Maschinenbau apply to all contracts, deliveries and services.
- 1.2. The terms of sale and delivery of Feichtner Maschinenbau apply exclusively. Conditions deviating from these conditions of the contracting party are not valid.

## 2. Conclusion and content of the contract

- 2.1. For the scope of delivery, the written order confirmation of the company Feichtner Maschinenbau shall prevail, in the case of an offer of the company Feichtner Maschinenbau with time commitment and timely acceptance of the offer, if no timely order confirmation is present.
- 2.2. Design or design changes that are due to the improvement of technology or to demands of the legislature, remain reserved during the delivery time, provided that the subject of the delivery is not significantly changed and the changes are reasonable for the purchaser.
- 2.3. The information contained in brochures, catalogs, circulars, advertisements, price lists or in the offer or order confirmation documents, drawings, illustrations, technical data, weight, measurement and performance specifications, in which the company Feichtner Maschinenbau hereby reserves the right of ownership and copyright are non-binding, unless they are expressly designated as binding in the order confirmation.

## 3. Prices and terms of payment

- 3.1. The price of the subject of the contract is understood to be a special agreement ex factory plus any transfer costs (purchase price). Additional services such as postage, packaging and insurance will be charged additionally.
- 3.2. The purchase price and the fees for additional services are due for payment upon delivery of the delivery item.
- 3.3. Feichtner Maschinenbau reserves the right to increase the prices for contracts with an agreed delivery period of more than four months from the conclusion of the contract in accordance with the cost increases due to collective labour agreements, material price increases or sales tax increases. If the increase is more than 5 percent of the agreed price, the customer has a right of termination. In the event that the customer is a merchant, a legal entity under public law or a special fund under public law, the prices are shown net; In this case, VAT is added in the respective statutory amount, without the purchaser being entitled to a right of termination in accordance with sentence 2.
- 3.4. Checks and bills of exchange are only valid after redemption as payment. The bill acceptance always requires a prior written agreement with the company Feichtner Maschinenbau. When accepting bills, the bank-related discount and collection charges are calculated. These charges are to be paid immediately in cash.
- 3.5. Preferential interest rates are 4 % p.a. calculated over the respective discount rate of the German Federal Bank. They are to be set higher or lower, if the company Feichtner Maschinenbau proves a burden with a higher interest rate or if the purchaser proves a lower burden.
- 3.6. The customer is only entitled to set-off rights if his counterclaims are legally established, undisputed or recognized by Feichtner Maschinenbau.
- 3.7. In the event that the purchaser is a merchant, a legal entity under public law or a special fund under public law, the withholding of payments due to any counterclaims of the purchaser denied by the company Feichtner Maschinenbau is not permitted. Likewise, an orderer who is a merchant, a legal entity under public law or a special fund under public law, does not have the right to raise a deficiency so that even in the case of deficiency the purchase price is fully within 3.2. payment period is due.

## 4. Delivery time

- 4.1. Delivery periods, which become an integral part of the contract, are non-binding, unless their liability is expressly agreed. The following provisions apply to binding and non-binding delivery times, whereby the purchaser can not derive any rights in case of exceeding of non-binding delivery times.
- 4.2. The delivery period begins with the dispatch of the order confirmation, but not before the provision of any information, documents, permits, releases required by the purchaser, as well as before re-

ceipt of an agreed down payment. If changes to the contract are subsequently agreed, a delivery date or a delivery period must be agreed again at the same time.

- 4.3. The delivery period is adhered to if the readiness for shipment has been notified by the time the delivery has expired or the delivery item has left the factory.
- 4.4. The delivery period is extended for measures in the context of labor disputes, in particular strike and lockout as well as the entry of unforeseen handicaps, which lie outside of the will of the company Feichtner Maschinenbau, f. e., breakdowns, delays in the delivery of essential materials, as far as such handicaps are proven, that the delivery of the delivery item are of considerable influence. This also applies if the circumstances occur with subcontractors. The delivery period is extended according to the duration of such measures and obstacles. The aforementioned circumstances are not responsible for the company Feichtner Maschinenbau, if they arise during an already existing default. The company Feichtner Maschinenbau announces the beginning and end of such obstacles in important cases to the customer as soon as possible.
- 4.5. Partial deliveries are permitted within the delivery periods specified by the company Feichtner Maschinenbau, insofar as there are no disadvantages for the use thereof.
- 4.6. If Feichtner Maschinenbau is in default, its liability for damages in case of slight negligence is limited to 30 % of the foreseeable damage. In the event that the purchaser is a merchant, a legal entity under public law or a special fund under public law, the liability for damages of the company Feichtner Maschinenbau in case of slight negligence is excluded. Further claims for damages exist only if the delay is based on intent or gross negligence.
- 4.7. If the shipment is delayed at the request of the purchaser, the costs incurred by the storage, starting one month after notification of readiness for shipment, will be at least 1/2 of a hundred of the invoice amount when stored at the factory of Feichtner Maschinenbau. However, Feichtner Maschinenbau is entitled to dispose otherwise of the delivery item according to the articles of association and the expiry of a reasonable period of time and to supply the provider with a reasonably extended period.
- 4.8. The observance of the delivery period presupposes the orderly and timely fulfillment of the contractual obligations of the customer.

## 5. Cancellation costs

If the customer withdraws from an order without authorization, the company Feichtner Maschinenbau can demand 10 % of the selling price for the costs incurred by the processing of the order and for lost profit, without prejudice to the possibility of asserting a higher actual claim. The customer retains the right to provide evidence of minor damage.

## 6. Transfer of risk and acceptance

- 6.1. The customer is obliged to accept the delivery item. In the absence of a deviating agreement (delivery by the company Feichtner Maschinenbau), the transfer takes place at the headquarters of Feichtner Maschinenbau. In the case of handover in Traunreut, the risk passes to the purchaser upon acceptance of the delivery item. If the purchaser declares that he will not accept the delivery item, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the purchaser at the time of refusal.
- 6.2. In the event of a delivery agreement by the company Feichtner Maschinenbau, the risk passes to the customer at the latest with the dispatch of the delivery parts, even if partial deliveries are made or the company Feichtner Maschinenbau still other services, f. e. has taken over the shipping costs of delivery and installation. At the request of the purchaser, Feichtner Maschinenbau insures the theft, breakage, transport, fire and water damage as well as other insurable risks at its own expense. If the shipment is delayed as a result of circumstances for which the purchaser is responsible, the risk shall pass to the purchaser from the day of readiness for shipment; however, the company Feichtner Maschinenbau is obliged at the request and expense of the purchaser to effect the insurance, which requires it.
- 6.3. Goods delivered or provided for delivery are, even if they have minor defects, to be accepted by the purchaser, without prejudice to the rights under Section 7, if the purchaser is a merchant, a legal entity under public law or a special fund under public law.

## 7. Warranty and liability

- 7.1. Subject to the regulation in section 7.3. In case of used goods, any warranty is excluded.
- 7.2. The company Feichtner Maschinenbau assumes liability for defects in the delivery items for newly manufactured items in the following manner:
- For a period of six months after taking over the delivery item, the orderer has the right to eliminate errors (rectification). If the company Feichtner Maschinenbau or a workshop commissioned by it can not remedy an error that is subject to its warranty or if further attempts at improvement are unreasonable for the purchaser, the purchaser may demand conversion (cancellation of the contract) or reduction (reduction of the remuneration) instead of rectification. A claim for replacement does not exist.
  - In the event that the purchaser is not a merchant, a legal entity under public law or a special fund under public law, he is obliged in the event of obvious transport damage and defects, the company Feichtner Maschinenbau immediately, at the latest within ten working days after receipt of the goods to notify in writing. For merchants it remains with the legal regulations.
  - Normal wear is excluded in any case from the warranty.
  - The warranty does not cover the elimination of damage caused by
    - buyer has not indicated a defect in accordance with clause b) or has not promptly given the opportunity to rectify the defect, or
    - the object of purchase has been improperly handled or overstressed, f. e. by overpressure on pump, or
    - the object of purchase has previously been repaired, maintained or maintained in a factory not recognized by the manufacturer for the care, or
    - parts have been installed in the object of purchase whose use has not been approved by the manufacturer, or
    - the object of purchase has been altered in a manner not approved by the manufacturer, or
    - the buyer has not complied with the regulations on the treatment, maintenance and care of the purchased item (e.g. operating instructions)
  - Due to further claims and rights, the company Feichtner Maschinenbau is liable only in cases of intent and gross negligence. Moreover, liability is excluded.
- 7.3. The liability of the company Feichtner Maschinenbau for damages for lack of warranted properties according to §§ 463, 480, 638 BGB (German Civil Code) remains unaffected.
- 7.4. Claims for damages arising from delict are excluded, unless the damage was caused intentionally or through gross negligence. This also applies to actions of vicarious agents and vicarious agents as well as the legal representatives of Feichtner Maschinenbau.
- 7.5. The connection or the limitation of the guarantee and the liability according to numbers 7.1. to 7.4. is also valid, if a vehicle or other object of the orderer is with the company Feichtner Maschinenbau, in order to be equipped by this with the contractually agreed achievements, for defects or damage to this object.

## 8. Reservation of proprietary rights

- 8.1. The company Feichtner Maschinenbau reserves the ownership of the delivery item until the receipt of all payments from the supply contract and, in the event that the purchaser is a merchant, a legal entity under public law or a special fund under public law, until the complete payment of all claims arising from the business relationship between the customer and the company Feichtner Maschinenbau.
- 8.2. In the event of breach of contract by the purchaser, in particular default in payment, the company Feichtner Maschinenbau is entitled to take back the goods after a reminder and the purchaser is obliged to surrender them.
- 8.3. The assertion of the retention of title as well as the seizure of the delivery items by the company Feichtner Maschinenbau shall not be deemed withdrawal from the contract, unless the provisions of the Consumer Credit Act apply or this is expressly declared in writing by the company Feichtner Maschinenbau.
- 8.4. The purchaser has the obligation to keep the contractual object in proper condition for the duration of the reservation of title, all

maintenance work and necessary repairs planned by the manufacturer or seller immediately – apart from emergencies – from the seller or one for the care of the contractual object to have it approved by the manufacturer.

- 8.5. The customer may not pledge the delivered items or transfer them for security. In the case of pledging as well as seizure or other dispositions by third parties, the purchaser has to inform the Feichtner Maschinenbau company without delay and provide it with all information and documents necessary to safeguard its rights. Enforcement officials or a third party must be informed of the ownership of Feichtner Maschinenbau.
- At the request of Feichtner Maschinenbau, the customer must hand over the vehicle registration certificate or apply in writing to the registration office for the vehicle registration document to be issued to the company Feichtner Maschinenbau.
- 8.6. In the event that the purchaser is a merchant, a legal entity under public law or a special fund under public law, the purchaser is entitled to resell the delivery items in the ordinary course of business; however, he already assigns to Feichtner Maschinenbau all claims in the amount of the purchase price agreed between Feichtner Maschinenbau and the customer (including value added tax), which accrue to the customer from the resale, regardless of whether the delivery items continue to be sold without or after processing. The purchaser is authorized to collect these claims after their assignment. The power of Feichtner Maschinenbau to collect the claims itself remains unaffected; however, Feichtner Maschinenbau undertakes not to collect the receivables as long as the purchaser duly fulfills his payment obligations and is not in default of payment. However, if this is the case, Feichtner Maschinenbau may require the purchaser to disclose the assigned claims and their debtors, to provide all information necessary for collection, to hand over the associated documents and to notify the debtors (third parties) of the assignment.
- 8.7. The processing or transformation of the goods by the customer is always carried out for the company Feichtner Maschinenbau. If the delivery items are processed with other items not belonging to the company Feichtner Maschinenbau, Feichtner Maschinenbau acquires co-ownership of the new item in proportion of the value of the delivery items to the other processed items at the time of processing.
- 8.8. If the delivery items are inseparably mixed with other items not belonging to Feichtner Maschinenbau, then Feichtner Maschinenbau acquires co-ownership of the new item in proportion of the value of the delivery items to the other mixed items. The customer keeps the co-ownership for the company Feichtner Maschinenbau.
- 8.9. The company Feichtner Maschinenbau undertakes to release the securities to which it is entitled on request of the customer insofar as their value exceeds the claims to be secured by more than 20 %, insofar as these are not settled.

## 9. Fulfillment and jurisdiction

- 9.1. The place of performance is the registered office of the company Feichtner Maschinenbau.
- 9.2. For all disputes arising from the contractual relationship, if the purchaser is a registered trader, a legal entity under public law or a special fund under public law, the claim must be brought before the court that is responsible for the headquarters of the Feichtner Maschinenbau company. Feichtner Maschinenbau is also entitled to sue at the customer's headquarters.

## 10. Others

- 10.1. The customer is not entitled to assign counterclaims against the company Feichtner Maschinenbau or otherwise transfer rights and obligations from the contract concluded with the company Feichtner Maschinenbau, unless the company has previously agreed in writing to Feichtner Maschinenbau.
- 10.2. All contractual relations are subject to the law, thus the law regulations of the Federal Republic of Germany. The application of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.
- 10.3. All agreements, including ancillary agreements and subsequent changes to the contract, must be in writing.
- 10.4. Should a provision not be or become, the validity of the other provisions remains unaffected.