

Business Conditions of the CRE RÖSLER ELECTRONIC GmbH

§ 1 General Conditions – Scope of application

The following business conditions are valid for all present and future business relations of the CRE RÖSLER ELECTRONIC GmbH. Contractor according to the business conditions is an individual or a legal person or an incorporated company, who acts in the exercise of his/her business or independent activity in case of a conclusion of a legal transaction. Customers according to the business conditions are exclusively businessmen.

2. Discrepant, alternative or additional business conditions will not be part of the contract, unless its validity will be specifically agreed in writing.

3. Both partners oblige to transparency of the contractual relationship, giving essential statements of the contract in writing or confirming them in writing.

4. CRE Rösler Electronic reserves all rights on quotations, drawings and other documents. Those documents may only be made accessible to any third party with permission of the CRE Rösler Electronic GmbH.

§ 2 Contract placement

I. Sale

1. The offers of the CRE RÖSLER ELECTRONIC GmbH are insofar not binding, that reasonable technical changes as well as changes in design stay are reserved.

2. With the order of a product the customer bindingly declares, that he wants to purchase the ordered product. The CRE RÖSLER ELECTRONIC GmbH is authorised to accept the quotation being part of the order within two weeks after receipt. The acceptance can be made in writing or with delivery of the goods to the customer.

3. The contract placement is made under reserve of the correct and good delivery through suppliers of the CRE RÖSLER ELECTRONIC GmbH. This is only valid in case that the non-delivery is not chargeable to CRE RÖSLER ELECTRONIC GmbH, especially in case of a congruent hedging transaction with a supplier – i.e. goods with CRE Rösler Electronic GmbH has to buy themselves and sell them unchanged. The customer will be informed of the unavailability straight away. The equivalent will be sent back immediately.

4. Specifications on expected delivery dates are not binding, except where an exact date was expressly promised.

II. Goods and services

With goods and services CRE RÖSLER ELECTRONIC GmbH is allowed to differ from agreed services in detail, that the character of the contract will not be affected and the difference corresponds to the rules of technology. Otherwise difference of the service is allowed, when the service is suitable for its designated utilisation and has a quality, that is common at other factories of the same type and which a customer can expect from factories of that type.

III. Disposal

The disposal of devices sent to us have to be reimbursed.

§ 3 Reservation of title

1. In case of contracts with businessmen CRE Rösler Electronic GmbH reserves the right on ownership of the goods until the complete payment of all claims of the concrete contract.

2. The customer is obliged to treat the goods carefully. If maintenance and inspections are necessary, the customer has to do them at his own cost regularly.

3. The customer is obliged to inform us about a third-party access on our goods, for example in case of a distraint or eventual damages or the destruction of the goods. The customer has to inform us of a change of the goods' ownership and or a change of the business location.

4. The CRE RÖSLER ELECTRONIC GmbH is authorised, in breach of contractual agreements, especially lateness of payment or breach of a duty according to numbers 2 and 3, to cancel the contract and to request the return of the goods. Services of the customer will be refunded, deducting expenses of the CRE RÖSLER ELECTRONIC GmbH. The unlimited right of access to their property will be assured to the CRE RÖSLER ELECTRONIC GmbH until the complete payment is made.

5. The customer is authorised to sell the goods in the ordinary course of business. He hands over all debts in the amount of the invoice to the CRE RÖSLER ELECTRONIC GmbH, that occur when the goods are resold to a third party. The CRE Rösler Electronic GmbH accepts the assignment. After the assignment the customer is authorised to withdraw the claim. The CRE Rösler Electronic GmbH reserves the right to withdraw the claim on its own, if the businessman does not resolve his indebtedness correctly and is experiencing a payment backlog. The businessman will be given the right to demand release of security, if its realisable value exceeds the claims that have to be saved by more than 20%.

6. In case of a connection or processing of the goods, CRE Rösler Electronic GmbH obtains the part ownership of the new product proportionally to the value of its delivered goods and the other processed goods. The customer agrees to that. The same is applicable, when the goods are mixed with other goods that do not belong to us.

§ 4 Payment and delay, compensation and retention

1. The offered price is binding. Part of the price is the sales tax, if shown.

2. According to agreements of service or contracts of manufacture, the remuneration is due with acceptance of the goods by the customer if there is no payment plan. This is also valid for partial acceptance. The CRE Rösler Electronic GmbH may request acceptance of self-contained partial services.

3. \rightarrow UVgWbW cZUbmchYf U[fYYa Ybh'cb dUma Ybh' hYfa gZ hY W gHca Yf 'Jg'cV][YX 'hc hLY dUma Ybh'cZ hLY Ua ci bhVY]b['jbx]W hYX'cb hLY 'bj c]W' k]h]b '%(XUng' 5Z hYf 'YI d]fmcZ h]g' dYf]cXZ'cf UZHf 'YI d]fmcZ dUma Ybh ghUHX 'j b hLY 'bj c]WZ' hLY W gHca Yf YbhYfdf]gY 'Jg'XY!

a YX'hc'VY']b'XYZJi' h'cZdUma' Ybh'H\i' gZ'cj' YfXi' Y'Z]bYg'
k]''VY'WUf[YX'' H\Y'XYVhc'f'YbhYfdf]gY'\Ug'dUmbch'
cb'mh\Y''cUb' Vi' h'U'gc'Ub']bhYfYghfUhYcZ, i' h\YfYcb''
K Y'fYgYfj' Y'h\Y'fj[\h'hc'dfccZUbX'hc'WU]a' U'\][\Yf'fY!
Z bX'cZdUma' YbhXY'UmW\gfg''''

4. The customer may only have the right for compensation, if his counterclaims have been confirmed by a court of law or are undisputed by the CRE Rösler Electronic GmbH. The customer is allowed to carry out his right for retention only if his counterclaim is based on the same contractual relationship.

§ 5 Transfer of risk

1. If the customer is a businessman, the risk of accidental destruction and accidental worsening of the goods will be transferred to him when accepting the goods, in case of a shipment, when the goods are given to a carrier.
2. The cases of submission and delay in acceptance are treated the same.

§ 6 Warranty

1. If the customer is a businessman, the CRE Rösler Electronic GmbH warrants for faults optionally in improvement or substitute delivery.
2. In case of goods and services the CRE Rösler Electronic GmbH may eliminate faults or manufacture a new product. The CRE Rösler Electronic GmbH may refuse warranty, if it is only possible with disproportionate costs.
3. If warranty goes wrong, the customer is allowed to claim reduction of remuneration (reduction) or cancellation of the contract (cancellation). In case of minor lack of conformity, especially minor defects, there is no right for cancellation.
4. Businessmen have to report obvious defects within two weeks after acceptance of the goods in writing according to business usage; otherwise assertion of warranty is impossible. To maintain the time limit it is only necessary to dispatch the goods in time. The businessman has the full burden of proof for all prerequisites of claim, especially for the defect itself, for the date of assessment and for the puctuality of the complaint.
5. If the customer decides to cancel the contract, because of a legal or material defect after an abortive improvement, he has no additional claim for damages. If the customer wants compensation after an abortive improvement, the goods remain with the customer, if this is reasonable for him. The compensation is limited to the difference between purchase price and value of the defective thing. This is not valid if the CRE Rösler Electronic GmbH has caused the breach of contract in a fraudulent way.
6. For businessmen the period of warranty is one year from delivery of the goods or acceptance of the service. The term of limitation for used things is one year from delivery of the goods.
7. If the customer is a businessman, the product description of the manufacturer is basically agreed as the quality of the goods. Public statements, extolling or advertising of the manufacturer constitute no quality description according to the contract.
8. Legal Warranties that exceed contracted warranties, will only be given by the CRE Rösler Electronic GmbH, if they were specifically assured in writing. Manufacturer warranties remain unaffected by this.

§ 7 Liability Limitations

1. In case of negligent violation of our contractual duty of care the liability is limited to the predictable, contractually typical, direct average damage. This is

also valid for negligent violation of contractual duties of care of the legal representatives or servants of the CRE Rösler Electronic GmbH. If we can be blamed for intention or gross negligence, this liability limitation is not valid. This liability limitation is also not valid if claims are made because of absence of assured characteristics.

We are not legally responsible for negligent violation of insignificant contractual duties. This is not valid if one can blame us for intention or gross negligence. We treat duties as insignificant duties, if they are not necessary for performance of our punctual and defect-free contractual service.

2. The above liability limitations do not concern the claims of the customer regarding the product liability. Furthermore the liability limitations are not valid for wear and tear, injury to health or death of the customer if they are not chargeable to us and they are not based on a negligent or intentional breach of duty by the CRE Rösler Electronic GmbH or one of its legal representatives or servants.
3. Claims for damages because of a defect become statute-barred after one year from delivery of goods or acceptance of service. This is not valid if we can be blamed for gross fault or in case of wear and tear, injury to health or the customer's death.

§ 8 Concluding provisions, existing law, place of jurisdiction, collection of data

1. The law of the Federal Republic of Germany will be applied to the contract. The provisions of the UN purchase law are not applicable.
2. If the customer is a businessman, a legal person of public law or special property under public law, the place of jurisdiction is Itzehoe for all disagreements. The same is applicable, if the customer has no general place of jurisdiction in Germany or if his place of residence is not known at the time the action was filed.
3. If parts of this contract with the customer including these business conditions become ineffective in part or completely, the validity of the remaining provisions will be unaffected. The partial or completely ineffective regulation should be replaced by a regulation, with a preferably close economic success.
4. The CRE Rösler Electronic GmbH files data referring to people for the handling of the business connection with the customer.