

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Status: January 2008

### 1. Exclusive validity

Our Terms and Conditions of Sale and Delivery are an integral part of all sale and delivery transactions including services connected therewith. References by customers to their own general terms and conditions, in particular terms and conditions of purchase are herewith generally contradicted; no special rejection shall be required. Diverging agreements and undertakings shall only be valid when confirmed by us in writing.

### 2. Quotations and contract

Our quotations are subject to change, other agreements are permitted. Orders shall only be deemed accepted when they have been confirmed by us in writing. In this context, invoices and delivery notes are also deemed written confirmation. Unless the seller expressly states otherwise, the seller shall deliver the tolerances admissible according to the DIN. If there is no DIN, the seller shall deliver within the scope of tolerances to be agreed separately.

### 3. Prices

The prices agreed in the contract shall apply plus value-added tax at the legally valid rate. Unless other agreements are made, our prices are ex works, excluding freight, forwarding charges and packing costs.

We reserve the right to increase our prices accordingly if cost increases arise after the contract is concluded, in particular due to the conclusion of collective agreements or increases in the price of material. These shall be proven to the customer upon request.

Our invoices for manufacturing prices must be paid within 10 days of the invoice date with 2 % discount or after 30 days without deduction if no other written agreements have been made. Discount shall only be granted if there are no older payment obligations.

The precious metal must be paid for immediately unless other agreements have been made. No discount shall be granted on precious metal.

Bills of exchange shall only be accepted when specially agreed and all collection and discount charges calculated shall be debited to the purchaser's account.

If the payment term is not met, we shall calculate default interest as of the due date of 5 % p.a. above the basic interest rate of the European Central Bank.

If we are in a position to prove higher damage incurred by default, we shall be entitled to assert this.

The customer shall only have rights of set off if its counter-claims have become res judicata, are incontestable or have been accepted by us. Furthermore, the customer shall be entitled to exercise its right of retention if its counter-claim is based on the same contractual relationship.

### 4. Delivery, delivery time

Delivery periods and dates indicate only the delivery time ex works. They shall be deemed fulfilled when the goods are dispatched or notification is sent that the goods are ready for dispatch within a time limit.

The start of the agreed delivery period assumes that all documents, information, materials to be submitted by the customer and required for the performance of the contract and all necessary licences and permits have been supplied to the seller in due time with the required content or in the agreed state.

The seller shall not be in default if delivery dates respectively periods are not met due to force majeure and/or other unforeseen obstacles such as riot, material operational breakdowns, strike, lockout etc.

### 5. Retention of title

The supplier shall retain title to all goods delivered until payment in full of the total claim arising from the business connection (goods subject to retention of title). Cheques shall be deemed payment only after they are honoured.

The customer shall be entitled to resell or process the goods subject to retention of title in the ordinary course of business if it fulfils the agreed contractual obligations in due time.

Goods subject to retention of title are processed or transformed by us as manufacturer without binding us. If our retention of title is cancelled by combining or mixing with other goods, the customer herewith transfers to us co-ownership of the uniform object according to the ratio of the invoice amount to the other materials and the manufacturing costs. The uniform object shall also be deemed subject to retention of title.

The customer shall keep the goods subject to retention of title for us carefully and free of charge until their sale.

By way of precaution, the customer herewith assigns to us any claims arising from the resale or other legal ground with respect to the goods subject to retention of title to the full extent

respectively co-ownership in conformity with the above paragraph accordingly on a pro rata basis including all additional rights.

If the customer's claims directed against its purchasers are placed in a current account relationship, all balance claims arising from the current account are assigned herewith up to the amount which corresponds to the original claim for the goods subject to retention of title bound by the current account. We herewith accept the above assignments.

The customer shall be authorised until further notice to collect the claims assigned to us in its own name on our behalf. We can revoke this collection authority if the customer fails to duly meet its payment obligations, its assets disintegrate or it fails to meet other obligations towards us despite having been reminded.

If the customer is in default in payment or its asset relationships have materially deteriorated, we shall also be authorised to request the return of the goods subject to retention of title. Exercise of such rights arising from the retention of title shall not be deemed rescission of the contract.

Furthermore, we can request the customer on the above-mentioned conditions to notify us immediately of the assigned claims and their debtors including the information required for collection.

If the value of the foregoing securities exceeds our claims as a whole by more than 20 %, we shall release securities at our option at the customer's request.

Where third parties attach goods subject to retention of title, the customer shall indicate our right of retention and notify us immediately to allow us to safeguard our rights arising from the retention of title against third parties.

Where the customer is in default in payment and other circumstances become known which seriously cast doubt on its creditworthiness, we shall be authorised to call in for immediate payment all its payment obligations arising from the business connection; the fulfilment of existing delivery obligations can, notwithstanding other rights, be made dependent upon advance payments until settlement of due claims.

Exclusion of liability under these terms and conditions of business shall not apply to claims arising from the Produkthaftungsgesetz [German Product Liability Act].

### 6. Place of performance

Place of performance is the registered office of the seller. Unless otherwise agreed, the seller shall insure the consignment against customary transport risks for its benefit at the customer's expense.

The seller waives any forwarding, logistics and storage insurance (SLVS) at its expense.

### 7. Warranty

If the goods have a defect for which the seller is responsible, the purchaser shall have the right within a time limit of 6 months after delivery of the object to rectification of the defect or replacement. Other warranty claims shall be excluded. The seller shall be entitled to choose between replacement or rectification - in particular with respect to the principle of proportionality. If replacement or rectification fails, the purchaser can request a reduction in the purchase price or rescission of the contract.

Notice of defects must be given in each case in writing. Warranty claims shall lapse if the customer rectifies the goods itself or has the goods rectified by third parties or impairs the fitness of the goods through improper handling. Furthermore, the seller shall not warrant any special properties of the goods/service - unless agreed in writing. Damage claims of whatever nature against the seller, legal representative or vicarious agents, also where damages are not caused to the goods/service itself/themselves such as tort, culpa in contrahendo, violation of contractual accessory obligations, shall be excluded unless intent or gross negligence exists or they cannot be excluded by law.

### 8. Jurisdiction

Any disputes arising from this contractual relationship shall be settled before a competent Chemnitz court of law.

### 9. Other

The customer agrees that data relating to it in connection with order processing and sales statistics are saved and processed and, if necessary, transmitted to credit protection organisations.

Special agreements shall be concluded for maintaining weight accounts for precious metals.

If individual provisions of our foregoing Terms and Conditions of Sale and Delivery are invalid due to other statutory regulations or diverging judicial decisions, it is deemed agreed with the purchaser that this shall not affect the legal validity of the other provisions as a whole.