I. Formation of contract
1. All sales are made exclusively upon the following terms and conditions and we hereby reject any differing terms or conditions contained in or on any order form or other document submitted by Buyer.
2. The product referred to in the contract are limited to the production of Aerotech, insofar as complementing quantities purchased from other sources have not been agreed to or are not contained in a commercial practice.
3. Our quotations are subject to change without notice.
4. All orders must be promptly accepted by us in writing in order to be deemed accepted. Silence cannot act as an acceptance. This also applies to electronically transmitted commercial confirmation letters unless the mutual transmission of electronic correspondence has been agreed to and the recipient is aware of that at the time of entering into the agreement or contract.
5. All contract related documents must be in writing; however, a qualified electronic signature is not required unless it is agreed to with the Buyer.

II. Terms and conditions of payment
1. If the loading or forwarding of the merchandise is delayed for any reason for which Buyer is responsible to a specific use or a specific purpose will only be undertaken to the extent that this is expressly agreed to; otherwise the Buyer exclusively carries the risk of suitability for a particular use or purpose. We are not responsible for deterioration, loss or inappropriate handling of the merchandise after passing of risk.
2. The contents of the agreed to specifications and a general agreed to use do not form a guarantee; the undertaking of a guarantee requires an express written agreement.
3. Payment shall be made without any deduction of discounts, in such a manner that we have the sum at our disposal on the date on which payment falls due. Buyer may only offset claims that are undisputed and certain, has a right of retention only insofar as such right is based on the same contractual relationship.
4. If the time allowed for payment is exceeded, interest at the rate of 5% above the respective base rate will be charged.
5. To the extent that our right to payment is endangered by subsequent events yielding a significant deterioration in financial condition, we have the right to decline due to the apparent risk of insolvency or due to the exchange rate basis of maturity.
6. In the case of No. 5, we can require advance payments for deliveries still outstanding.
7. Buyer can avoid the legal consequences stated in No. 5 by offering security in the amount of our considered risk of damage. Should the Buyer fail to provide advance payment or acceptable security within a reasonable period of time, we have the right to cancel the contract without liability to the Buyer for any delay.
8. The statutory provisions concerning default of payment shall remain unaffected.
9. In the case of delayed payment relating to a perceptible decline in Buyer’s financial condition, we have the right to cancel the contract without prior notice.

III. Security
We are entitled to the usual security, adequate in kind and extent for our claims, even if such claims arise from a weighted or limited in time.

IV. Reservation of Title
1. We remain owner of the goods until the price and all other sums owing by the Buyer to us are paid in full.
2. The Buyer shall immediately notify us of any seizure or other interference with our rights by third parties.
3. If the value of the securities provided exceeds the security claims by more than 10% in all, we shall be obliged, at the Buyer’s request to release securities at our option.

B. PERFORMANCE OF DELIVERY
I. Periods and dates for delivery
1. Periods for delivery commence as of the date stated in our order confirmation, but not prior to conclusion of all orders. Dates apply to delivery dates. All delivery periods and dates are approximate, and we shall not be responsible for delays in delivery or performance due to unforeseen causes such as production outages or difficulties in timely obtaining necessary fuels, materials, parts or, to the extent agreed to or common in the trade, complementing quantities.
2. If Buyer fails to fulfill in due time any contractual obligations, including ancillary and secondary obligations, such as the opening of a letter of credit, the procurement of domestic or foreign certificates for an advance payment, or the like, then we are entitled to defer the periods and dates for delivery in accordance with the requirements of our production schedule, without thereby relieving any of our obligations to the Buyer.
3. The date of shipment ex works shall be definitive regarding compliance with the period and date of delivery.
4. In cases of Force Majeure, the delivery periods and dates shall be appropriately extended. Exception: Buyer is responsible for labor disturbances (including those involving the businesses of third parties), delays in transportation, repairs to equipment, inability to perform work due to circumstances not reasonably foreseeable at the time. We reserve the right to adjust the Buyer’s event of Force Majeure without delay. The Buyer is permitted to cancel the contract no earlier than six weeks after receipt of such notification.
5. In the event of late delivery, the Buyer may exercise the rights in §§ 281, 323 BGB only after a reasonable period of time and only after any delay has been notified by the Buyer.
6. The date of shipment ex works shall be definitive regarding compliance with the period and date of delivery.
7. In the case of late delivery, we shall be liable for delay damages established by Buyer pursuant to the conditions and limitations contained in paragraph A II 4. We shall promptly notify the Buyer of the foreseeable length of the delivery delay. After being notified of the length of the delivery delay, the Buyer shall promptly notify us of the amount of the foreseeable delay damages. If the estimated damages for delay exceed 20% of the value of the merchandise subject to the delay, the Buyer is entitled to promptly make a purchase of substitute goods (“cover”), or, as the case may be, to take advantage of the cover possibilities demonstrated by us with cancellation of the contract for the balance of the contract and irrespective of any further claims for damages. The contractual provisions concerning default of payment and the transaction and the proven delay damages for the interim period shall be reimbursed by us. If the Buyer does not fix the damage mitigation obligations according to the previous provision, then our liability for proven delay damages is limited to 50% of the value of the affected merchandise.

II. Dimensions, weight, quality
Deviations from dimensions, weight and quality are admissible within the limits of DIN or the established practice. Weight is determined on our calibrated scales and is definitive for invoicing. Evidence of weight shall be given by presentation of the weighing record. Where it is not customary for weights to be weighed individually, the total weight of the shipment shall be ascertained.

III. Shipment, packing and passing of risk
1. We shall designate the forwarding agent or carrier.
2. In the case of loading at the warehouse of the merchandise is delayed for any reason for which Buyer is responsible, we are entitled, at the expense and risk of Buyer, to store the merchandise at our sole discretion. The Buyer is responsible for the preservation of the merchandise, and to invoice the merchandise as delivered. The same applies if merchandise notified as ready for shipment is not taken to the express or written order of Buyer.
3. Claims for defects or problems can be made only if the Buyer promptly notifies us in writing of the problem or defect; the Buyer must notify us of hidden defects promptly after discovery. After performance of an agreed inspection, which could have discovered any defects, all claims for defects shall be excluded.
4. Promptly after making any complaints, the Buyer must give us the opportunity to inspect the claimed of merchandise; upon request, the complained of merchandise or a sample thereof shall be made available to us at our own expense. With respect to unsubstantiated complaints, we reserve the right to charge the Buyer with any freight and transportation costs, as well as the expenses related to inspection.
5. For any merchandise that has been sold as downgraded material, e.g., so-called B material, Buyer has no rights under warranty regarding defects of which Buyer has been made aware or such defect as would be normal to expect.
6. In case of product defect, BUYER’S EXCLUSIVE REMEDY SHALL BE LIMITED TO OUR REPLACING THE MERCHANDISE THAT DOES NOT CONFORM TO CONTRACT OR, AT OUR OPTION – TAKING ACCOUNT OF THE BUYER’S WISHES – REPAIR OF THE MERCHANDISE. Repair measures will be made by us only in isolated cases. Specifically, the measures must be appropriate to the sales price of the product, in no case over 150% of the sales price. If we do not provide a remedy within a reasonable period of time, the Buyer can establish a reasonable period of time for performance, after which the Buyer may either reduce the purchase price or cancel the contract by further remedies are excluded.

IV. Warranty
1. The merchandise conforms to the contract if, at the time of passing of risk, the merchandise does not substantially deviate from the agreed specifications. Conformance of the merchandise to the contract and absence of defect shall be measured exclusively according to the express agreements concerning quality and quantity of the ordered merchandise. Responsibility for a specific use or a specific purpose will only be undertaken to the extent that this is expressly agreed to; otherwise the Buyer exclusively carries the risk of suitability for a particular use or purpose. We are not responsible for deterioration, loss or inappropriate handling of the merchandise after passing of risk.
2. The contents of the agreed to specifications and a general agreed to use do not form a guarantee; the undertaking of a guarantee requires an express written agreement.
3. Buyer must inspect delivery normal within 10 days after receipt. Claims for defects or problems can be made only if the Buyer promptly notifies us in writing of the problem or defect; the Buyer must notify us of hidden defects promptly after discovery. After performance of an agreed inspection, which could have discovered any defects, all claims for defects shall be excluded.
4. Promptly after making any complaints, the Buyer must give us the opportunity to inspect the complained of merchandise; upon request, the complained of merchandise or a sample thereof shall be made available to us at our own expense. With respect to unsubstantiated complaints, we reserve the right to charge the Buyer with any freight and transportation costs, as well as the expenses related to inspection.
5. For any merchandise that has been sold as downgraded material, e.g., so-called B material, Buyer has no rights under warranty regarding defects of which Buyer has been made aware or such defect as would be normal to expect.
6. In case of product defect, BUYER’S EXCLUSIVE REMEDY SHALL BE LIMITED TO OUR REPLACING THE MERCHANDISE THAT DOES NOT CONFORM TO CONTRACT OR, AT OUR OPTION – TAKING ACCOUNT OF THE BUYER’S WISHES – REPAIR OF THE MERCHANDISE. Repair measures will be made by us only in isolated cases. Specifically, the measures must be appropriate to the sales price of the product, in no case over 150% of the sales price. If we do not provide a remedy within a reasonable period of time, the Buyer can establish a reasonable period of time for performance, after which the Buyer may either reduce the purchase price or cancel the contract by further remedies are excluded.

V. Liability
1. Insofar as these terms and conditions provide no further regulation, we are liable for damages due to breach of contractual or extra-contractual obligations only in cases of specific intent or gross negligence of our legal representatives or our senior executives and in cases of fault in breach of material contractual obligations. In case of fault in breach of material contractual obligations, we are liable only for foreseeable damage. In other cases, such as cases of specific intent or gross negligence of our legal representatives or senior executives. WE SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
2. The statutory limitations period for merchandise that according to its normal use is designated for building construction and has caused such to be defective shall remain unaffected.
3. Buyer’s counterclaims against us arising from contractual obligations are limited to the statutory extent the claims made against Buyer by third parties and require that the Buyer has complied with its notification obligations to us pursuant to § 377 HGB.

G. GENERAL LIMITATIONS ON LIABILITY

I. Proof of Expert
If a Buyer who is resident outside the Federal Republic of Germany (extra-typical Buyer), or Buyer’s representative, collects any merchandise and ships it to a foreign country, Buyer must furnish us with the export certificate that may be required for tax purposes. If such a certificate is not furnished, Buyer shall pay the value added tax on the invoice amount applicable to deliveries made within the Federal Republic of Germany.

II. Applicable Law

III. Place of performance and jurisdiction
Place of performance and jurisdiction for both parties is Peissenberg/Oberbayern. We are also permitted to bring suit against the Buyer in the jurisdiction where Buyer is located.

Amended by:
Terms and Conditions of Sale Aerotech Peissenberg GmbH & Co. KG

(Revision acceptable to the Buyer as of May 2014)