

GENERAL DELIVER, SERVICE AND PAYMENT TERMS AND CONDITIONS OF CS INSTRUMENTS GMBH

1. GENERAL

The following terms and conditions shall exclusively apply to all of our – also future – deliveries, services and offers, provided that deviations have not been expressly confirmed by us in writing. Other contractual terms and conditions, particularly GTC or purchasing conditions of the purchaser, shall also not become contents of the contract through acceptance of an order. Our service terms and conditions shall also apply if we fulfil our contractual obligations without reservation in awareness of the purchaser's contradictory or deviating conditions. If we change these service terms and conditions, these shall become contractual contents in the notified new version if they are not objected to by the purchaser within one month.

2. CONTRACT CONCLUSION

Our offers are subject to confirmation. A contract is only formed with our written order confirmation or by sending the goods or performing the service. In the event of a discrepancy between the order and confirmation, a new purchase offer exists, which requires the purchaser's acceptance. Subsequent changes to a concluded contract are only possible by mutual consent, subject to compliance with the written form or text form.

3. PRICES

The prices stated in the order confirmation are deemed as agreed; in case of doubt, the valid prices on the day of the delivery/service shall apply. Unless agreed otherwise, the prices are stated in EUR "ex works" Harrislee. The packaging, as well as other extra and special services shall be charged separately. The value-added tax shall be stated on the invoice in the statutory amount.

4. PAYMENT MODALITIES

Our invoices for domestic deliveries shall fall due for payment within 14 days after the invoice date with a 2% cash discount or within 30 days after the invoice date, without any deductions. Repairs/services shall fall due immediately and without any deductions. The receipt of the payment by us is relevant for meeting this time limit.

Payment default shall occur without any further reminder upon expiration of the payment time limit. If the legal payment time limit is exceeded, we shall charge interest of 8% above the base interest rate, subject to the reservation of asserting further damages.

Payments shall always be netted with our oldest claim against the purchaser.

The submission of bills of exchange shall require our consent. Fees and costs shall be entirely for the purchaser's account and fall due immediately. The purchaser also bears the risk of timely presentation and protest.

In the case of payment default and justified doubts regarding the purchaser's solvency or creditworthiness – notwithstanding our other rights – we shall be authorised to demand security or advance payments for outstanding deliveries and services or only carry out deliveries and services in return for cash on delivery and advance payment. Furthermore, we can immediately accelerate the entire remaining debt in this case and particularly when due payments are omitted.

Only claims that are undisputed and acknowledged by us in writing or legally established shall entitle the purchaser to setoff. The purchaser shall only be entitled to exercise a right of retention if the counterclaim that is undisputed, acknowledged by us in writing or legally established is based on the same contractual relationship.

The purchaser is not permitted to assign claims that against us.

5. DELIVERY AND SERVICE PERIOD

The delivery dates shall be notified for each individual delivery and are only binding if they are explicitly agreed in writing. Other time indications are non-binding and can be exceeded to an adequate extent (approx. 4 weeks).

The delivery period has been met if the product leaves the factory by its expiration. It shall be extended appropriately in the case of force majeure, measures within the context of labour disputes and with the occurrence of other unforeseeable events that are outside of our influence. The compliance with the delivery period is also subject to correct and timely self-delivery. We shall immediately notify any indicated delays.

If the arranged or non-bindingly specified delivery period is exceeded by more than 4 weeks, the purchaser can set a grace period of at least 3 weeks and withdraw from the contract after the fruitless expiration of the grace period. For compensation claims on the basis of delivery default, Number 9 shall apply. The purchaser shall not be entitled to assert further claims over and above the flat-rate compensation.

6. TRANSFER OF RISK

The risk shall transfer to the purchaser no later than upon dispatch of the contractual items. This also applies if partial deliveries occur or we have also taken on other services, e.g. the shipping costs or delivery and setup. The same applies to possible return shipments, provided that the purchaser is not entitled to the return.

If the shipping should be delayed due to circumstances for which we are not responsible, the risk shall transfer to the customer from the date of readiness for shipment.

7. RESERVATION OF OWNERSHIP

We reserve the ownership of the contractual items until all of our claims against the purchaser from the business relationship, including the future claims, also from delivery contracts that are concluded at the same time or later, are settled (goods subject to reservation of ownership). The purchaser shall acquire the ownership for us and store the goods for us.

The reservation of ownership shall also extend to the goods created by processing, combining or connecting our goods up to their full value, whereas we shall be deemed as the manufacturer, without committing ourselves. We shall be entitled to co-ownership of the new item in the proportion of the invoice value of the goods subject to reservation of ownership to the value of the other connected or combined items.

The purchaser shall only be permitted to sell the goods resulting from connecting or combining during the ordinary course of business. As security, our purchase now already assigns the claims

against his customers from the onward sale to us in the amount of our invoice, as a priority and to the full extent. The pledging and security assignment of the goods subject to reservation of ownership is inadmissible. Insofar as the value of the security existing for us exceeds our total claims by more than 20%, we shall release security of our choice upon request by the purchaser.

The purchaser undertakes to immediately notify us about pledges and other access by third parties to our goods or the claims assigned to us. Costs of an intervention shall be borne by the purchaser.

In the event of anti-contractual conduct by the purchaser – particularly with payment default – we shall be entitled to demand that the purchaser releases the goods subject to reservation of ownership, at the purchaser's expense. For this purpose, the purchaser hereby assigns his release claims against third parties to us.

In the assertion of the reservation of ownership and a possible pledge of the contractual items by us, a withdrawal from the contract shall only exist if an appropriate time limit has expired for performance and the purchaser expressly declares the withdrawal.

The purchaser undertakes to treat the purchased item with care; he is particularly obligated to insure the item against the usual risks at his own expense.

8. WARRANTY

8.1. Material defects

Our deliveries and services must immediately be inspected carefully. Physical and/or legal defects must be notified immediately by the purchaser in writing.

In the event of defective deliveries, we reserve the right to rectify the defect or deliver faultless goods, at our option. The purchaser must give us the opportunity to rectify the defect. We shall be exempt from the warranty obligation as long as he refuses to do so.

If the defect is not rectified within an adequate time limit or if the repair fails or if defective goods are delivered again, the purchase price can be reduced. Provided that the defect is not minor, the purchaser can withdraw from the contract.

The aforementioned claims shall only exist if the defects

- a) result from causes prior to transfer of risk,
- b) were immediately complained about in writing by the purchaser after immediate inspection of the contractual items within the context of the proper course of business – or with non-identifiable defects, after their discovery – and
- c) have not yet expired.

The costs of supplemental performance shall be borne by the purchaser, provided that the supplemental performance takes place at the request or instigation of the purchaser at a location other than the delivery location.

The assignment of warranty rights against us is inadmissible without our written consent.

We shall not be held liable for defects that are based on: Non-observance of the instructions for use, poor maintenance, improper setup, interventions, change or faulty repairs to the goods by the purchaser and his customers. The purchaser is obligated to provide evidence in this regard.

The warranty shall not extend to normal wear and tear. Further claims that could arise from a defect are excluded – subject to Number 9.

With the delivery of software, we guarantee its correspondence to the arranged, mentioned program specifications and only insofar as the software is installed on the equipment systems in accordance with the product specification, which we describe as being compatible and is used by the purchaser in accordance with the contract in the hardware and software environment that we have specified.

8.2. Legal defects

If the use of the contractual items results in a breach of industrial property rights or domestic copyrights, we shall basically obtain the right to further use for the purchaser or modify the contractual item in a reasonable manner for the purchaser, so that the breach of property rights no longer exists.

If this is not possible at commercially appropriate conditions or within an adequate time limit, the purchaser shall be entitled to withdraw from the contract. Under the aforementioned conditions, we shall also have a right to withdraw from the contract. Furthermore, we shall indemnify the purchaser for disputed or legally established claims of the relevant holders of property rights.

The aforementioned obligations are conclusive in the case of a breach of property rights – subject to Number 9.

The only exist if

- a) the purchaser immediately notifies us about asserted property right or copyright breaches,
- b) the purchaser appropriately supports us in defending the asserted claims or makes it possible for us to implement the aforementioned modification measures,
- c) all defensive measures remain reserved for us, including out-of-court settlements,
- d) the legal defects are not based on an instruction by the purchaser
- e) the legal violation has not been caused by the purchaser autonomously modifying the delivery items or using them in a manner that is not in accordance with the contract.

9. LIABILITY

We shall only be liable for damages not caused on the contractual items themselves – regardless of the legal grounds –

- a) with wilful acts
- b) with gross negligence by the owner / the executive bodies or the management staff,

c) with culpable injury to life, limb, health,

d) with defects that he has maliciously concealed or the absence of which he has guaranteed,

e) with defects to the contractual items, provided that liability exists under the product liability act for personal injury or property damage to privately used items.

In the event of culpable breach of significant contractual duties, we shall also be liable for negligence by non-management staff and for slight negligence, however, in the latter case, limited to the typical contractual, reasonably foreseeable loss.

Insofar as we provide technical information or perform advisory functions and this information or advice does belong to the scope of service that is owed by use and contractually agreed, this shall take place free of charge and excluding any liability.

Insofar as it is legally admissible, our obligation to pay damages shall be limited to the invoice value of our quantity of goods that are directly involved in the event causing the loss. Further claims, particularly for loss of production, lost profit, lost usage possibilities or for any other consequential losses or indirect losses are excluded.

10. RIGHTS TO SOFTWARE

Insofar as software is included in the scope of delivery, the purchaser shall receive a non-exclusive right to use the software that is unlimited with regard to time and location. It shall be provided for use on the designated delivery item. If the purchaser does not use the service in accordance with the contract, but delivers it on entirely or as part of another service to a third party (end customer), only the end customer shall be entitled to the rights specified in the clause. The purchaser shall work towards a relevant commitment of the end customer.

The software may only be used to the extent arising from the contractual agreement; any use over and above the contractually agreed measure is an anti-contractual act. The purchaser may only duplicate, revise, translate or convert the object code into the source code to the legally admissible extent (§§ 69 a et seqq. UrhG [German Copyright Act]). The purchaser undertakes not to remove manufacturer information – particularly copyright notices – or modify them without our prior explicit consent. All other rights to the software and the documentation, including the copies, shall remain with us or with the software supplier. It is not admissible to grant sub-licences.

11. EXPIRATION

All claims by the purchaser – regardless of the legal grounds – shall expire in twelve months from delivery. The statutory time limits apply to warranty claims. They also apply to structural defects or for delivery items that were used in their conventional manner for a structure and have caused its defectiveness.

12. FINAL PROVISIONS

German law applies exclusively to all legal relationships between us and the purchaser.

The exclusive legal jurisdiction for all disputes arising indirectly or directly from the contractual relationship is Flensburg or, at our option, the purchaser's general legal jurisdiction.

If individual provisions of these General Terms and Conditions should be fully or partially invalid, the terms and conditions shall otherwise remain fully valid.

D-24955 Harrisee, 1 April 2013