

1 General

These general conditions of sale apply to all deliveries and services rendered by Springer GmbH - Press Plant and Body Work Automation (hereinafter referred to as "Springer") to companies, legal persons of public law and public-legal special funds (hereinafter referred to as "customer"); customer's conditions opposed or deviating from these terms and conditions are not recognized by Springer, unless a separate express agreement exists. All future transactions shall be subject to the terms and conditions of Springer, even if their validity has not been expressly mentioned again.

2 Offer and acceptance

- 2.1. Offers by Springer are valid for a period of three months beginning on the date of the offer. A contract is only entered by written acceptance confirmation. An acceptance confirmation equals an order confirmation and the provision of the ordered goods with their message of readiness for shipment.
- 2.2. Agreements entered by Springer and the customer have to be done in writing.

3 Prices and scope of services

- 3.1. Prices are in EURO (€) net plus the applicable legal value added tax rate ex factory (Incoterms „ex works“- EXW). If costs for packaging, transport and insurance are incurred, they will be invoiced separately.
- 3.2. The details contained in catalogues, brochures, circulars, advertisements, photographs and comparable public information on performance, dimensions, weights, prices, and the like are not binding, unless they explicitly are part of the contract.
- 3.3. The documents in conjunction with a quotation such as illustrations, drawings, details on weight and dimensions, performance and other property descriptions are valid only in approximation, unless expressly designated as binding.
- 3.4. Verbal and written information on suitability and application possibilities of the goods supplied by Springer as well as consultancy and recommendations by staff from Springer are done to the best of knowledge. These are not binding and do neither justify a contractual legal relationship nor a secondary obligation arising from the purchase contract. In particular, the customer is not released from his obligation to convince himself by an examination of the suitability of the goods for its intended use.

4 Delivery

- 4.1. Stated delivery times and dates are not binding. Fixed businesses are not concluded and are subject to an express agreement.
- 4.2. Springer is entitled at any time to delivery and to carrying out partial deliveries. Partial deliveries may be invoiced immediately.
- 4.3. The delivery deadline is met if the goods are provided before its expiry, and their readiness for shipment has been notified to the customer.
- 4.4. Keeping delivery times and dates requires the timely receipt of all required customer documentation, necessary approvals and clearances, especially plans, and compliance with the agreed terms of payment and other preliminary obligations by the customer. If these prerequisites are not met, the delivery time will be extended accordingly, except in case that Springer is responsible for the delay.
- 4.5. In case of delivery delays due to force majeure or due to other events that make delivery significantly more difficult or impossible to Springer (including especially natural disasters, strikes, lockouts, official orders, etc.), even if these happen at Springer's suppliers or subcontractors, Springer is not responsible for bindingly agreed deadlines and dates. Such delays entitle Springer to delay the supply or service for the duration of the impediment plus a reasonable start-up time.

- 4.6. In case of a delay of performance in terms of paragraph 4.5 of more than 6 months, both parties are only entitled to rescind the agreement with regard to the outstanding delivery.
- 4.7. If the delivery time according to paragraph 4.5 is extended, or if Springer is released from the obligation under paragraph 4.6, the customer cannot deduce entitlement to indemnity. Springer can refer to this only if the customer is notified immediately.
- 4.8. Upon failure to comply with delivery times or dates for other reasons than those specified in paragraph 4.5, the customer is entitled to grant Springer in writing a reasonable period of grace. If Springer cannot provide the delivery until the expiry of the grace period the customer has the right to rescind the agreement with regard to the delayed delivery.
- 4.9. If Springer is behind schedule in delivery according to paragraph 4.8, indemnity entitlements are limited to the amount of the foreseeable damage. This does not apply if Springer caused the delivery delay grossly negligently or intentionally, or has agreed a fixed business.
- 4.10. In case of unavailability of the promised delivery that could not be identified when concluding the contract, Springer is entitled to rescind the contract. Springer is obliged to inform the customer immediately about the unavailability and to reimburse the customer immediately for payments.

5 Passing of risk

- 5.1. Delivery "ex factory" is agreed, Incoterm "EXW" in its latest version applies.
- 5.2. Should Springer arrange shipment of the goods upon the wish of the customer, this is done for and on behalf of the customer. As far as a shipping method is not agreed, the choice of the shipping method is at the discretion of Springer. A liability for the most cost-effective shipment is not taken on by Springer. During transport the goods are insured only upon request of the customer and on his own account against breakage, fire, water or transportation risks.
- 5.3. Delivered goods have to be accepted by the customer without prejudice to the rights conferred by paragraph 8.

6 Terms of Payment

- 6.1. Payments have to be done without costs and charges for Springer and are due latest 14 days after date of invoice with 2% discount or 30 days net cash, unless the customer has not paid all past due claims within the required deadline.
- 6.2. A Payment is considered as being delayed latest 31 days after the date of invoice, no matter if a prior notice was sent.
- 6.3. Balancing with claims from Springer is permitted only with undisputed or legally valid counter claims. The same applies to the assertion of a right to retain.
- 6.4. The acceptance of the payment (in particular check payment), to which Springer is not obliged, does not signify fulfillment or postponement of the claim. Credit for checks are subject to receipt and with value date on the day on which the amount has been credited Springer's account and / or Springer can dispose about its equivalent. The cost of custody and redemption, especially discount charges, are at the expense of the customer.
- 6.5. If a deferral is agreed with the customer, the entire claim by Springer shall be due without regard to this agreement and the duration of it if the customer delays the agreed payments or the redemption of means of payment fail due to customer's reasons, the financial situation of the customer worsens considerably, the customer denies Springer's claim or is otherwise jeopardized.
- 6.6. In case of asset deterioration Springer is entitled to make benefits not provided yet depend on the prior payment of the purchase price or the provision of securities. If the customer cannot comply with the pre-payment obligation due to asset deterioration, Springer can, after setting a reasonable grace period, cancel the contract or claim damages for non-performance.

7 Reservation of property rights

- 7.1. Springer retains the ownership of the goods delivered until full payment of all claims arising from the ongoing business relationship. For open accounts, the property reservation serves as a security for each balance claim.
- 7.2. If the goods are combined or mixed with other goods and thereby the ownership of Springer to the reserved goods is cancelled (§ § 947, 948 German Civil Code), it is herewith agreed that Springer acquires partial ownership with the single product or the mixed stock to the extent that the value of goods delivered by Springer is in relation to the joint or mixed products. If the goods are processed with goods that do not belong to Springer, it is agreed that Springer acquires ownership of the new object in accordance with the above said. The products received through connection, mixing or processing are reserved goods in the sense of these provisions.
- 7.3. If the resale to third parties is part of the ordinary operations of the customer, he is entitled to resell the goods in the ordinary course of business. In addition, the customer is entitled to resell, pledge, transfer by way of security, renting or moving the reserved goods to foreign countries only with the prior written permission of Springer, unless the delivery destination is already abroad.
- 7.4. The customer cedes to Springer all claims and claims for compensation he is entitled to with regard to the reserved goods in case of resale already in this moment in the amount of the invoice value of the reserved goods. If the reserved goods are sold after connection, mixing or processing with other goods that do not belong to Springer, the cession is done only in the amount of the co-ownership of Springer with the sold goods or sold stock. If the customer used the reserved goods to fulfill a contract for work and labour or a contract of work delivery, then the claim from this contract is ceded in the same amount to Springer as determined here above for a claim for purchase price. Springer accepts the cession. The customer is entitled to collection, as long as he meets his payment obligations properly and is not in delay with payment.
- 7.5. When third parties have access to the reserved goods, the customer has to notify the third party immediately about the property by Springer and to send Springer a notice in writing of the seizure attempts or the other access, so that counter measures can be taken. If the cost of any necessary third-party action is not recoverable, the customer has to reimburse these costs to Springer.
- 7.6. When the customer breaches the contract, particularly with payment delay, Springer is entitled – also without adequate notice – to withdraw from the contract, to fetch the reserved goods and to enter to this end the storage or location of the goods. The customer waives the rights conferred on him due to unlawful interference with possession and allows Springer and its authorized representatives the access to the premises in which the reserved goods are located.
- 7.7. Regarding the utilization of the reserved goods, the following applies:
Springer is entitled after rescission from the contract to use the reserved goods to its best judgment, in particular also for free use.
Springer may collect ceded receivables directly from the third party. The customer is obliged to this end, to inform upon Springer's request to cession to the third party and hand Springer the information and documents necessary for the recovery of the claims.
- 7.8. Springer obliges themselves to release the securities they are entitled to under the above provisions insofar as their value and the value of the remaining securities Springer is entitled to, exceed the claims to be secured by 10%. With the full payment of all claims arising from the business relationship, the ownership of all goods delivered and all ceded claims is ceded to the customer, without further conditions.
- 7.9. The customer is, as the purchaser, obliged to insure the reserved goods against all insurable damages. He cedes his claims under the insurance contracts up front to Springer and provides upon their request proof of the conclusion of the contracts.

8 Warranty

- 8.1. If the customer is a merchant in terms of the Commercial Code, he has to check the goods immediately after receipt, as far as this has to be done according to proper business con-

duct. If a shortcoming is apparent, this has to be informed to Springer immediately and accurately. The delay of the complaint shall not exceed 10 days, relevant is the receipt of a written complaint (also by facsimile) by Springer. If the shortcoming is discovered later, it must be notified immediately after its discovery. The warranty rights of the merchant customer do not apply if he does not comply with aforementioned obligations.

- 8.2. Springer has the right to subsequent performance by remedying the defect or delivery of a new product, when legitimate complaints are filed. Is Springer unwilling or unable to subsequent performance, or this is delayed over adequate time-limits for reasons that Springer has to represent, or the subsequent performance fails in other ways, the customer is entitled, according to his own choice, to request payment reduction (reduction), rescission of the contract (withdrawal), damages instead of performance. With only a slight contract breach, especially with minor defects, the customer has no right to rescission. Springer has the right to repeated repair attempt, unless this is not reasonable for the customer.
- 8.3. In case of defective Operation / Assembly instructions, the warranty is first limited to a faultless Operation / Assembly instruction, insofar as a duly assembly / installation was not done. This does not apply if as a result of the defective Operation / Assembly instructions a further damage has already occurred.
- 8.4. The liability of Springer is limited to the invoice value of the product in question. The foregoing limitation shall not apply if Springer can be accused of intention or gross negligence or if damage to life, body or health was incurred.
- 8.5. The warranty claims expire one year after delivery of the goods. This does not apply insofar as § 438 para 1 No. 2 German Civil Code (Buildings and Goods used for Buildings), § 479 para 1 GCC (Right to Regress), § 634a para 1 No. 2 GCC (Building Defects) prescribe longer periods.
- 8.6. The aforementioned limitations of the warranty shall not apply if Springer is accused of deceit or a guarantee for the quality of the goods was granted by Springer.
- 8.7. If a customer is exposed to warranty claims because of goods purchased from Springer, the rights of § 478 GCC will remain unaffected, as far as a warranty is owed by Springer according to the Civil Code. For a compensation claim exceeding the reimbursement of expenses paragraph 8.4. is valid accordingly.
- 8.8. The customer is obliged to participate in the repair in the context of what is reasonable in accordance with the instructions given by Springer in terms of a damage reduction obligation. This applies especially for returning the goods by the customer at the expense of Springer.
- 8.9. The customer bears the cost of error search and error correction if in retrospect it becomes clear that the defect was caused by a lack of equipment or personnel of the purchaser and Springer is not responsible for the defect.

9 Guarantees

- 9.1. The taking on of a guarantee by Springer requires an explicit declaration.
- 9.2. Where a manufacturer provides a guarantee for the quality of goods delivered by Springer or for that the product retains a specific quality for a certain period, then the customer is, without prejudice to the legal rights, entitled to the guarantee rights from the guarantee statement and the conditions stated in the advertising exclusively vis-à-vis the manufacturer.

10 General liability

- 10.1. Further claims of the customer, especially a right to a substitution of damages that were not caused on the delivered item itself, are excluded, unless the cause of the damage is based on intent or gross negligence, a loss of life, body or health attributable to Springer occurred or Springer violated a substantial contractual obligation (cardinal obligation).
- 10.2. As far as Springer basically is liable for misconduct, the liability is limited – except for the case of gross negligence – to the average damage that is foreseeable, contract-typical and

direct, as per the kind of the goods. For light negligence, the liability is limited to the value of the goods.

- 10.3. Damage claims of the customer are time-barred generally after a year, unless Springer is liable for willful intent.
- 10.4. The foregoing limitations of liability do not concern customer's claims from product liability.

11 Property rights

- 11.1. As far as Springer has to deliver products according to drawings, models or samples provided by the customer, the customer accepts vis-à-vis Springer guarantee that by the production and delivery of the goods third party rights are not violated.
- 11.2. As far as Springer is forbidden by a third party under reference to a property right owned by him, the production and delivery of goods, manufactured based on drawings, models or patterns of the customer, Springer is – without being obligated to examine the legal situation – entitled – under exclusion of all claims for damages of customers – to discontinue the production and delivery and to claim the reimbursement costs incurred by him.
- 11.3. The customer undertakes to promptly free Springer from damages claims by third parties. For all direct and indirect damages resulting from the breach and enforcing of property rights at all, the customer has to pay a reasonable advance upon Springer's inducement.

12 Miscellaneous

- 12.1. The law of the Federal Republic Germany is valid.
- 12.2. Place of performance of all mutual rights and obligations and exclusive place of jurisdiction is Bremen, unless the customer is as entrepreneur not a merchant at the same time. Springer, however, is entitled to sue the customer also at his general place of jurisdiction.
- 12.3. Springer retains its unrestricted property and copyrighted exploitation rights with regard to cost estimates, designs, drawings, sketches, plans and calculations (documentation). The documents may be used, copied or made available to third parties only with prior permission of Springer and, if the order was not received by Springer, have to be returned to Springer on request without delay. Sentences 1 and 2 apply mutatis mutandis to documents of the customer; these may, however, be made accessible to such third parties to which Springer rightfully transferred deliveries.
- 12.4. If the customer has sent samples or drawings to Springer, these are returned only upon express wish. If an order does not materialize, then Springer may destroy designs and drawings after keeping these for a period of 3 months from the issuance of the offer.
- 12.5. Springer points out that customer data concerning business are processed in the terms of the law for data protection.
- 12.6. Should one or more provisions wholly or partially be invalid or become ineffective, the validity of the remaining provisions shall not be affected.