

STANDARD DELIVERY-, SALES- AND PURCHASE CONDITIONS

Please note: This version in English language is provided for informational purposes only. It does - to the best of our knowledge - accurately reflect the German language version of our standard terms and conditions, but only the German language version shall constitute the legally binding agreement.

I. Offers and Conditions:

For these standard terms and conditions for offers, sales, deliveries and purchases the following conditions of Lorenz Messtechnik GmbH (hereinafter referred to as we) are exclusively applicable. This also applies if the buyer stipulates other conditions. Deviations are valid only if they are confirmed by us in writing. Oral agreements have no validity.

II. Offer and Delivery:

- 1.) Our offers are not binding and subject to change.
- 2.) The supply contract is finalized only when the order was confirmed by us in writing.
- 3.) If the goods are supplied on call and if they are not released within the agreed time period, we reserve the right to arrange and invoice the delivery.

The performance period for call orders is 12 months from our written confirmation if no other agreements were made.

In case of cancellation or non-performance of a call order, the accrued costs up to this date and/or costs for storage must be settled by the customer in its entirety.

- 4.) The customer agrees to comply with the respective applicable national, European and international anti-terrorism regulations as well as the national (AWG/AWV) and the European (Dual-Use-VO 1334/2000 in relevant version) export control regulations. Furthermore, the customer agrees to comply with the US re-export laws (EAR) and sanctions (OFAC) for goods or technical data which are subject to these US-regulations. If an approval has to be issued by the respective authorities on the basis of the a.m. regulations, the customer shall obtain this permit and notify us thereof.

III. Delivery Time:

If a failure to comply with an appointed delivery date and/or performance time limit is caused by force majeure, industrial action, unpredictable hindrances or other circumstances which can not be inhibited by us, the delivery date and/or performance time limit will be extended adequately. If a delivery date is exceeded by more than 4 weeks, the customer must determine a reasonable grace period. Any liability claims because of default or failure to comply with delivery dates are excluded except for § 276 2 BGB. Partial deliveries are permissible.

IV. Prices:

Due to lack of special agreement, our prices are FCA manufacturing plant Lorenz Messtechnik GmbH (FCA Alfdorf, Free carrier, Incoterms 2000) excluding packing, plus currently valid sales tax. Prices for products which have not been delivered yet can be amended if essential circumstances e.g. changes of debit rates, taxes, inflations or other drastic measures make the delivery unacceptable with the original price. The minimum order value is 100,- EUR. Order less than this value are basically invoiced with an additional charge of 40,- EUR. Errors and/or clerical mistakes in offers, calculations, confirmations and invoices etc. are not binding.

V. Dispatch:

The dispatch occurs on account and danger of the customer and will thus devolve to the customers behalf in each case. The mode of dispatch is determined by us according expediency. Surcharges for express or special deliveries will be invoiced.

VI. Terms of Payment:

Payment must be made within 10 days from invoice date with 2 % discount or within 30 days net. After this time limit, collecting expenses and interest for default will be invoiced. Bills of exchange or cheques are only accepted under proviso of their accordingly cashing. If the customer is in default of payment, we are entitled – without prejudice to other rights – to withhold further deliveries or services.

VII. Retention of Ownership:

We will retain title to all delivered goods until final payment. In case of processing or alterations, the resale of the goods may only take place through an accordingly course of business. The buyer is entitled to process and sell the goods. The buyer may not give the goods in mortgage or deposit the goods for security. If the delivered goods are process with other objects, the buyer already now assigns his ownership or co-ownership as well as claims resulting from processing to third parties to us. The retention of ownership is not affected by down-payment of third parties. In spite of our retention of ownership, the buyer is completely liable for loss, damage and/or deterioration of the delivered goods.

VIII. Liability for Defects:

We warrant that at the point of transfer of risks the goods are free of material faults and/or manufacturing defects. Claims regarding the condition of the consignment or lack of packing must be done in writing within 8 days from receipt of the consignment.

IX. Replacement Delivery:

We can only issue a credit note after unobjectionable determination of duty of replacement through detailed analysis in our company. In case of a justifiable claim we incur the forwarding expenses and we will remedy the deficiencies either by free repair or by replacement delivery. Any further liability, in particular for damages and subsequent damages is excluded.

X. Warranty:

Liability claims and warranty claims as well as absolute liability are excluded. The agreed normal working time is basis for the warranty. Warranty rights (warranty claims) are excluded if the buyer or third parties execute alterations or repairs of any kind or if the goods have been treated improperly. Parts subject to regular wear and tear are excluded from warranty.

XI. Miscellaneous Claims for Damage:

Claims for damage particularly because of counseling or contractual secondary obligation violation, positive contractual violation, Illegitimate act and fault on contract conclusion are excluded. If the customer is a merchant we are not liable if the damage was caused grossly negligent or premeditatedly by vicarious agents or personnel who are not executives or legal agents of Lorenz Messtechnik GmbH, unless the damage was caused by the violation of a substantial contractual obligation. Agreements with our sales representatives and outdoor staff must be confirmed by us in written form, explicitly.

XII. Indemnity from von Product Liability Claims

The customer is obligated to indemnify us from claims of third parties which are made due to damage which was caused by one of our devices severally or together with other devices built into the end-product. If the price of our products is in inappropriate proportion to the claim we are indemnified from product liability claims. The adequacy is exceeded when the claim exceeds the double sales price. Principally the warranty is according to the order value.

XIII: Place of Performance and Place of Jurisdiction

Place of performance is Alfdorf. Place of jurisdiction is the suppliers premises, thus Lorenz Messtechnik GmbH, if the customer is a general merchant.

- 1) The law of the Federal Republic of Germany and the European Union as far as it is part of the law of the Federal Republic of Germany shall be governed.
- 2) If a contractual clause or a clause of these sales conditions shall be completely or partially invalid, or become ineffectual by new laws, the validity of this contract and its conditions shall not be affected. The same applies if the contract or the sales conditions are fragmentary.

Withdrawal of Electric (used) Appliances

The withdrawal and disposal of electric (old) appliances is at our expense, provided that the appliances are delivered free of forwarding costs. For direct deliveries we provide a disposal container at our premises.

STANDARD PURCHASE CONDITIONS

I. General

The following purchase conditions shall be applicable for our orders and transactions. Differing sales conditions of the supplier are only accepted if they were confirmed by us in written form. Receipt of a delivery and/or service is not an acceptance of the suppliers sales conditions.

II. Ordering

If the supplier does not accept the order within 1 week from entry we are entitled to revoke the order. Orders, transactions and delivery schedules as well as alterations and amendments must be in written form. The quality assurance guidelines according ISO 9000 et seq. are integral part of this contract.

III. Delivery

Confirmed dates and deadlines are binding. If confirmed dates are not held, we are entitled to withdraw from the contract after an adequate respite, without prejudice to advanced legal regulations. We are entitled to reimbursement of all additional costs due to belated deliveries or services caused by the supplier. If it is predictable that a scheduled delivery can not be effected in time, the supplier must immediately notify us in written form.

IV. Invoices

The invoices must be issued in duplicate for each order. The invoices may not be added to the parcel.

D-73553 Alfdorf / Württ.
Obere Schloßstraße 131
Tel. +49 (7172) 93730-0
Fax. +49 (7172) 93730-22
Internet: www.lorenz-messtechnik.de
www.lorenz-sensors.com
E-Mail: info@lorenz-messtechnik.de
info@lorenz-sensors.com

V. Transfer of Risk

The supplier shall bound to the risk of accidental loss, destruction or deterioration until we receive the goods.

VI. Payment

Payment is effected within 15 days from receipt of invoice with 3 % discount or 30 days net.

VII. Warranty

The supplier warrants for material and execution of the goods delivered to us, even without on time notice of defect. If the payment was effected before the determination of defects it does not represent acceptance of the goods being free of defects and/or the delivery according to regulations. If the receiving inspection is exceeding the common scope due to insufficient delivery, the supplier will bear the costs. If remediation of a defect is necessary by us, this will automatically reduce the sales price. If remediation of a defect is not possible, we are entitled to call for a free replacement delivery.

VIII. Production Damages

If our customers or third parties claim product liability, the supplier is bound to indemnify us from such claims as far as the damage was caused by the supplier, in other words his products. In these cases the supplier shall also bear for the costs of a possible prosecution and/or recall campaign to the full extent.

IX. Legal Protection of Copyright

If we provide our supplier with sketches, illustrations or software for the execution of our orders, we reserve all copyrights. These types of documents/software remain property of Lorenz Messtechnik GmbH in principle and must be returned after execution of the contract. Duplicating or forwarding to third parties requires our express written consent and will be legally avenged in case of non-compliance.

X. Place of Performance

Place of performance is Alfdorf, premises of Lorenz Messtechnik GmbH

XI. Patent Infringement

The supplier shall be liable for the breach of patent and/or copyright of third parties.