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§ 1 General Provision, Scope

(1) The following General Terms and Conditions of Delivery and Payment (hereinafter referred to as „GTC“) shall be exclusively applicable to all offers, services and deliveries of goods carried out by UAS Messtechnik GmbH (hereinafter referred to as „seller“). They shall only apply to buyers who are entrepreneurs (section 14 German Civil Code), bodies corporate organized under public law or fund assets under public law. The GTCs shall be part of all contracts referring to deliveries of goods or services offered by the seller, closed between the seller and his contractual partners (hereinafter referred to as „buyer“).

(2) In particular, the GTCs shall apply to contracts of sale and/or delivery of goods and chattels, no matter if the seller itself produces those or buys them from external suppliers (sections 455, 651 German Civil Code). The GTC in their current version shall also apply to future contracts of sale and/or delivery of chattels and goods as a framework agreement, without the seller having to indicate that in each individual case

(3) The GTCs shall be exclusively applicable. Any differing, adverse or additional provisions or any buyer's or third parties' general provisions deviating from these GTCs shall not be acknowledged unless the seller has expressly accepted these other provisions. Even if the Seller refers to a written communication which includes GTCs of a buyer or a third party or refers to such GTCs or carries out a delivery implicitly in awareness of a buyer's or a third parties' GTCs, this shall not be understood as an agreement to such GTCs.

§ 2 Offers and Conclusion of Contract

(1) All offers shall be subject to confirmation and non-binding, as long as they are not explicitly marked as binding or contain a defined term of acceptance. The seller may accept orders within 14 days after receipt.

(2) Additions and modifications to agreements concluded, including these GTCs, as well as declarations and complaints of legal relevance which have to be announced to the seller after conclusion of the contract, must be in written form in order to be effective. This shall also apply to the requirement of the written form itself. Apart from Chief Executive Officers and Officers with statutory authority, no staff member of the seller is authorized to deviate thereof. In order to meet the requirement of the written form a transmission via telefax is sufficient.

(3) Statements of the seller referring to the subject of delivery or services (e.g. weights, measurements, data referring to the usage, capacitance or technical data) as well as illustrations of those (e.g. engineering or technical drawings and images) are for descriptive purpose only, unless the usability as per contract requires a precise compliance. Above mentioned statements are not legally binding but only descriptions or characteristics for the delivery of goods or services. Deviations in accordance with standard commercial practice and deviations made due to legal regulations or that imply technical improvements, as well as the replacement of components with equivalent components are permissible as long as the usability as per contract is not affected.

(4) The seller reserves proprietary rights and copyrights, respectively, on all of his offers and quotations as well as on drawings, images, calculations, brochures, catalogues, models, tools and other documents and utilities which he has made available to the buyer. The buyer shall not make those, as such or in substance, available to third parties, announce them or use them himself or through third parties or duplicate or reproduce them without the seller's explicit agreement. On request of the seller the buyer shall return such objects completely to the seller and destroy copies he made thereof, if they are no longer needed for business procedures or in case negotiations have not led to the conclusion of a contract.

§ 3 Delivery, Transfer of Risk, Acceptance of Performance, Default of Acceptance

(1) Deliveries shall be executed ex-works (EXW); this shall also constitute the place of fulfillment. On request and costs of the buyer the goods may be dispatched to another destination (sale by dispatch). As far as nothing else has been negotiated, the seller shall determine the kind of dispatch (esp. carrier, shipping mode or packaging).

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(2) Goods shall be insured against theft, breakage, transport, fire and water damages or other insurable risks only on explicit request of the buyer.

(3) The risk of accidental loss or accidental deterioration of the goods shall be transferred to the buyer no later than at the handover of the goods. In case of a sale by dispatch the risk of accidental loss or accidental deterioration of the goods as well as the risk of delay shall be transferred to the buyer no later than at the handover of the goods to the carrier or any other third party determined to carry out the delivery. This shall also apply in cases of partial delivery or if the seller has taken on additional services (e.g. the dispatch or installation). If dispatch or handover is delayed due to a circumstance which the buyer is responsible for, the risk shall be transferred to the buyer from that day on, on which the goods are ready for dispatch and the seller has informed the buyer thereof. As far as an acceptance of performance is agreed upon, it shall be applicable for the transfer of risk. For an agreed upon acceptance of performance, as for what remains, the legal regulations of the contract for work and services according to the German Civil Code shall be applicable. Handover and/or acceptance of performance shall be equivalent to the buyer's default of acceptance.

(4) As far as an acceptance of performance must take place, the goods shall be deemed as accepted, if

- the delivery of the goods and their installation - to the extent that the seller has taken on the installation - is completed,
- the seller has informed the buyer considering the implied acceptance according to section 3 of this GTCs and has requested the buyer to perform acceptance,
- 12 days have passed since delivery or installation of the goods; or if the buyer has started using the goods (e.g. the delivered installment has been brought into service) and, in this case, six days have passed since delivery or installation, and
- the buyer has failed to perform acceptance due to other reasons than a complaint because of a defect reported to the seller, which makes the goods impossible to use or essentially affects their usage.

(5) If a buyer defaults acceptance, omits his duties to collaborate or the delivery is delayed due to other reasons which the buyer is responsible for, the seller shall claim compensation for damages resulting thereof including additional costs (e.g. for warehousing). For this purpose the seller is entitled of charging a lump-sum of 5 % on the price of the goods per each calendar week, starting with the set delivery date; in case, no delivery date was set, starting with the notification of the buyer that the goods are ready for dispatch. The evidence of a higher amount of damage and the claims of the seller (esp. compensation of additional costs, appropriate compensation and termination) according to German Civil Code will remain unaffected. The lump-sum may be credited against further claims. The buyer may provide evidence that the seller has had no or a considerably lower damage than the above mentioned lump-sum.

§ 4 Delivery Time, Delayed Delivery

(1) Prospective terms and dates for the delivery of goods or services announced by the seller shall be understood as approximations, unless fixed terms or dates have been negotiated or were confirmed explicitly. As far as a dispatch sale has been agreed upon, the terms and dates for delivery refer to the time of handing over the goods to the carrier or any other third party entrusted with the transport of the goods.

(2) As far as the seller cannot meet the fixed terms or dates of delivery due to reasons he is not responsible for (non-availability of the service), he shall immediately give notice thereof to the buyer and inform him about the new prospective delivery time. In case the service or goods are not available within the new delivery period, the seller is entitled to withdraw from the contract partly or completely. Any payments already made by the buyer shall be refunded immediately. It shall be deemed as a case of non-availability of services or goods if self-delivery from a supplier will not take place on time, if a congruent covering transaction had been closed. The seller's right to withdraw from a contract and the right of termination as well as the legal regulations referring to the processing of contracts excluding the exemption from the duty to perform according to German Civil Code (e.g. impossibility or unacceptability of performance and/or supplementary performance) remain unaffected. The buyer's right to withdraw from a contract and the right of termination as per section 7 of these GTCs also remain unaffected.

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(3) The occurrence of delayed delivery shall be defined as according to the legal regulations of the German Civil Code. But in any such case a reminder by the buyer is necessary.

§ 5 Prices and Terms of Payment

(1) Prices shall be understood in EUR ex-works (EXW) plus costs for packaging and/or transport, the statutory VAT as applicable from time to time and, in case of export deliveries, plus customs duties and fees as well as other public charges, if required.

(2) All payments must be settled within 7 days after delivery and acceptance of the goods, due net. If the buyer does not settle payments in due time, this shall lead to a default of payment automatically, without a reminder being necessary (section 286 para. 2 no. 2 German Civil Code). For each reminder after occurrence of default of payment the seller may charge a fee of 3.00 €.

(3) The buyer shall only have the right to set off or retain due payments, if his counterclaims are undisputed or legally established.

(4) The seller reserves the right to deliver goods or services only against payment in advance or by way of security.

§ 6 Liability for defects

(1) The buyer shall not be entitled to claims for defects, unless he complied with his obligation to inspect the goods immediately upon receipt and made a complaint about any possible defect immediately after its detection. The seller shall be notified immediately of any defect in writing. Such notification shall be only deemed as immediate, if it is sent to the seller within a 2 weeks period, a posting in due time is sufficient to ensure the time allowed. Irrespective of the buyer's obligation to inspect the goods and services and to make a complaint, he shall notify the seller of any obvious defects in writing within 2 weeks after delivery (including wrong or short deliveries). A posting in due time is sufficient to ensure the time allowed. The seller shall not be held liable for defects, if the buyer omitted the inspection or complaint.

(2) If a complaint is legitimate, the seller shall correct the defect by means of his own choice, either by subsequent improvement or replacement. In such case the seller shall bear all costs for the purpose of inspection and subsequent improvement, especially the costs for transport, labor and material. If a buyer's complaint proves to be not legitimate, the seller shall claim the costs arising thereof from the buyer.

(3) If a supplementary performance has failed or the appropriate term that the buyer had to set for such supplementary performance has passed without success, or the setting of such term is legally superfluous, the buyer may withdraw from the contract or reduce the price. However, the buyer shall have no right to withdraw from the contract in case of a negligible defect.

(4) Warranty claims shall terminate, if the buyer or a third party changes the goods delivered without the seller's consent to the effect that a correction of the defect becomes impossible or has been made unacceptably complicated due to that reason. In any case, the buyer shall bear any additional costs of the correction of the defect that arise due to such changing of the goods.

(5) If in individual cases a delivery of used goods has been agreed upon, the buyer shall have no warranty claims at all due to defects or quality. This shall not be applicable if due to a defect as to quality the buyer's life, body or health have been damaged, provided that essential contractual obligations have been violated or the seller has acted grossly negligent or intentionally.

(6) Claims of the buyer for damages and/or for compensation of wasted expenditures shall only exist according to clause 7 of these GTCs and shall be precluded apart from that.

§ 7 General Liability

(1) The seller shall be liable in accordance with statutory provisions for violations of contractual and non-contractual obligations, as far as nothing deviant is stated within these GTCs including the following provisions.

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(2) The seller shall be liable for claims for damages, for whatever legal reason, due to deliberate action and gross negligence. Due to slight negligence the seller shall be liable only

(a) for damages of life, body or health,

(b) for damages resulting from violations of essential contractual obligations (obligations which enable a duly executed contract, and the buyer can regularly trust on the performance of such obligations). In this case, however, liability of the seller is limited to the compensation of foreseeable typically occurring damage.

(3) Limitations of liability arising out of section 7 para. 2 of these GTCs shall not apply, in case the seller has maliciously concealed a defect or has assured a guarantee of quality. The same shall apply to the buyer's claims in accordance with product liability law.

(4) Due to a violation of obligation which is not a defect, the buyer can only withdraw from or terminate the contract if the seller is responsible for the violation of the obligation. A right to free termination of the buyer (esp. according to sections 651, 649 German Civil Code) shall be precluded. Apart from that the statutory prerequisites and legal consequences apply.

(5) Above mentioned exclusions and limitations of liability shall be applicable in their entirety to inure to the benefit of statutory organs, statutory representatives, employees of the seller and other parties employed in performing the contractual obligations.

§ 8 Limitation Period

(1) Different from section 438 para. 1 no. 3 German Civil Code the general period of limitation for defects and titles is one year after delivery or acceptance of performance, if such acceptance is necessary. In case, however, the good is a building or an object that was according to its usual purpose used for a building and has caused its defectiveness (building material) the statute of limitations shall be five years after delivery, according to statutory provision (section 438 para. 1 no. 2 German Civil Code). Separate statutory treatments for third party's claims to surrender in rem (section 438 para. 1 no. 1 German Civil Code) and to fraud by the seller shall also remain unaffected.

(2) Above mentioned periods of limitation according to the law for the sale of goods shall also be applicable to contractual and non-contractual buyer's claims for damages, which result from a defect of the goods unless the application of the regular legal statutes of limitations (sections 195, 199 German Civil Code) would lead to a shorter period of limitations. The periods of limitation according to product liability law remain unaffected. Apart from that, exclusively the legal periods of limitation are applicable for buyer's claims for damages.

(3) Payment claims of the seller shall become time-barred different from section 199 of the German Civil Code within five years. Referring to the starting point of the period of limitation, section 199 German Civil Code shall be applicable.

§ 9 Software

(1) The software and the accompanying documentation are protected by law, especially by copyright law. The buyer shall not gain ownership in the software, he only is granted a nonexclusive, non-sublicensable, timely not limited license to use the software according to the stipulations of the individual contractual agreements and provisions made hereunder.

(2) The buyer shall be entitled to create one copy of the software as a backup copy. This copy must be labeled as such and marked with a copyright indication with regard to the original data storage medium. The buyer shall be prohibited to make any further copies of the software and the accompanying documentation. Unless otherwise expressly specified according to copyright law or any provisions of this contract, the buyer is not allowed to reverse engineer, decompile or disassemble the software or have a third party to do so. The buyer shall not be entitled to modify the software or deactivate its licensing and control functions.

(3) Adaptions and modifications of the software may be implemented by the seller after separate contractual consent. Any further modification of the software requires the prior written consent of the seller. On principle, safety-related software which is subject to

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licensing and/or requires special certification must be adapted or modified by the seller only. As a rule, licensing and certification processes must be gone through another time.

(4) The seller shall not be liable for damages as far as those have been caused by unauthorized modification of the software by the user.

(5) The right of use for the software encircles the usage of the buyer for his purposes. The buyer shall not be entitled to make available the software to a third party in whole or in part.

(6) Insofar as the software delivered by the seller is third party software, additional license agreements of the respective software producer apply and must be observed by the buyer.

§ 10 Retention of title

(1) The following agreed upon retention of title serves for the protection of all currently existing and future receivables of the seller against the buyer arising out of the existing business relationship between the contracting parties.

(2) The goods delivered to the buyer remain in the ownership of the seller until all currently existing and future receivables arising out of the contract and the ongoing business relationship (secured receivables) are settled completely. Hereinafter, such goods will be called retained goods.

(3) The buyer shall store retained goods free of charge for the seller.

(4) Until the seller withdraws from the contract (para. (9)) the buyer shall process and/or resell the retained goods as usual in a day-to-day business. The pledge of retained goods and transfers by way of security are illegitimate.

(5) In case, the retained goods are processed by the buyer, it shall be agreed upon that the processing will be accomplished in the name and on account of the seller as being the producer. In such case, it shall also be agreed upon that the seller gains the direct ownership, or in case the processing consists of objects belonging to various owners or the value of the processed object is higher than the value of the retained goods, gains co-ownership (severalty) in the created object in proportion to the value of the retained goods and the value of the created object. In case, the seller does not gain such ownership, the buyer shall already transfer his future ownership or, as per above mentioned proportion, his co-ownership on the created object to the seller, as a security. If retained goods are processed together with other objects into one homogeneous object or compounded inseparably and one of the other objects is to be deemed the main object, the buyer shall, as far as the main object belongs to him, transfer the proportional co-ownership of the homogeneous object to the seller as per above mentioned proportion.

(6) In case of a resale of the retained goods, the buyer already transfers receivables against the purchaser which are arising thereof to the seller as a security. Such transfer shall occur proportionally, according to above mentioned proportion, if the seller holds co- ownership in the retained goods. This shall also apply to other receivables that replace the retained goods or arise otherwise in reference to the retained goods, as e.g. insurance claims or claims in tort at loss or destruction. The seller legitimates the buyer precariously to collect the transferred receivables in his own name. The seller shall only revoke this direct debit authority in case of a withdrawal from the contract.

(7) In case third parties have access to the retained goods, especially in cases of levy of execution, the buyer shall inform them immediately about the seller's ownership and at the same time inform the seller thereof in order to enable him to take legal action to protect his property rights. In case such third party is not able to compensate for the expenditures due to that, the buyer shall be liable for such expenditures.

(8) On request of the buyer the seller shall release securities of his own choice, in case the liquidable value of the securities exceeds the receivables of the seller by more than 10 %.

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(9) The seller shall be entitled to reclaim the retained goods, if he withdraws from the contract due to a violation of the contract by the buyer, especially due to delay of payment.

§ 11 Choice of Law and Jurisdiction

(1) If the buyer is entrepreneur according to German Code of Commercial Law, body corporate organized according to public law or a separate asset under public law, exclusive (and international) place of jurisdiction will be the headquarters of the seller in Viechtach, Bavaria. This shall apply to all direct or indirect disputes arising out of the contractual relationship. Even if the buyer has no place of general jurisdiction within Germany, Viechtach, Bavaria shall be exclusive place of jurisdiction. The seller is, however, entitled to take legal action against the buyer at the buyer's place of general jurisdiction.

(2) To all legal relations of the contracting parties as well as to these GTCs solely German law shall be applicable, under exclusion of all international and supranational (contract-) laws, especially, the UN Convention on Contracts for the International Sale of Goods of April 11th, 1980 (CISG) shall not apply. Conditions and effects of the retention of title as per clause 10 of these GTCs shall be subject to the very law valid at the location of the goods or objects, as far as the stated choice of law in favor of the German law is illegitimate or ineffective.

(3) If any provision of the contract with the buyer or these GTCs should be or become ineffective or void in part or as a whole, any other provisions shall remain unaffected. The contractual parties agree to substitute an ineffective or void provision with a provision that comes closest to the economic success of the ineffective or void provision.

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