

Terms and Conditions for the Supply of Goods and Consultancy Services for Exclusively Commercial Utilization

I. General remarks / Scope

1. The present General Terms and Conditions (GTC) apply to all of our business relationships with our customers. The GTC apply only if the customer is a merchant (Sec. 14 BGB [German Civil Code]), a legal entity of public law or a special asset fund under public law.
2. The GTC apply in particular to contracts for the sale and/or the delivery of moving objects ("Goods"), regardless of whether we produce the Goods ourselves or purchase them from suppliers (Sec. 433, 651 BGB). Unless agreed otherwise, the GTC apply in the version valid at the time of the customer's order or in any case, in the version provided to the customer in text form as the master agreement, whilst also to similar future contracts without requiring that we point them out again in each individual case.
3. Our GTC apply exclusively. Deviating, opposing or amending General Terms and Conditions of the customer will only become part of the contract if and insofar as we have expressly agreed to their applicability. This requirement for agreement applies in any case, for example, also when we perform the delivery to the customer without reservation in awareness of its General Terms and Conditions.
4. Any particular agreements concluded in the individual case with the customer (including side agreements, supplements and changes) shall take precedence over these GTC in all cases. With regard to the content of such agreements, subject to evidence proving the contrary, a written contract or our written confirmation thereof shall be decisive.
5. Declarations and notifications of legal relevance, which shall be given by the customer to us following the close of contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) require the written form for validity.

II. Quotation and Acceptance

1. Our quotations do not constitute offers and are not binding. Any statement of acceptance and all purchase orders shall only be binding upon our written or electronic acknowledgement.
2. The order of the Goods by the customer is deemed a binding offer for the close of a contract. Unless stated otherwise in the order, we shall be entitled to accept this offer for the close of contract within two weeks as of its receipt by us.
3. Catalogues, technical documentation, other product descriptions and/or documents (e.g. Drawings, illustrations, dimensions, weights and other specifications) shall only be binding if this has been expressly agreed in writing.

III. Prices and terms of payment

1. The prices we quote are net prices, ex works (Incoterms 2010). Value added tax shall be charged separately at the rate effective on the invoice date. Our prices will only be valid for the respective purchase order and not for any subsequent orders.
2. Packaging, loading, freight and insurance costs as well as installation costs and costs of commissioning will be charged separately. The same shall apply to application software. Any fees and expenses for obtaining and authenticating certificates of origin, consular invoices, approvals and similar items will be charged separately. Likewise, any customs duties, fees, taxes and other public charges shall be borne by the customer. Packaging and freight shall be charged separately at cost. Returnable pallets will remain our property and must be returned with the next delivery in flawless condition. Alternatively, pallets of equal quality and make may be returned. If the return does not occur within one month after our delivery, we will invoice them at cost. The customer may return transport packaging for goods delivered by us to our facility. The packaging must be clean, free of foreign substances and sorted by materials. Lebbing may otherwise charge the customer any additional costs for their disposal.
3. The sale of standard equipment does not include planning services, supplementary work or other engineering services, and these services are not included in the pricing. The documentation will comprise of standard operating manuals and standard flow diagrams. Wiring diagrams and plans for the individual case are not included in our services, neither are feed-ins, activation controls, external controls and interconnections.
4. Once we accept an order, we commit to the prices for four months from acceptance. If we agree to a longer period for any products or services, we may apply a prorated surcharge for any increase in material costs or wage costs on the basis of our original price calculation.
5. Unless deviating agreements are concluded, the price for deliveries or other services shall be paid within 14 days as of the invoicing date and delivery or acceptance of the Goods. However, we are entitled at any time, also within the scope of a current business relationship, to execute a delivery in full or in part only against advance payment. We shall declare a corresponding reservation on the order confirmation at the latest.
6. Bills of exchange and cheques, the acceptance of which is at our discretion, shall be deemed payment only upon credit to our favour. Costs and fees shall be at the customer's expense.
7. By expiration of the payment period specified in para. 5, the customer will enter default on payment. The purchase price shall accrue interest during

the period of default at the respectively valid legal interest rate. We reserve claims to additional default damages. Our claim for a commercial maturity interest rate in relation to merchants (Sec. 353 HGB [German Commercial Code]) remains unaffected.

8. The customer is entitled to rights of offsetting or withholding only to the extent as its claim is undisputed or found valid by final and absolute judgment. In the case of defects in the delivery, the customer's opposing rights, in particular according to Section VI (6) sent. 2 of these GTC remain unaffected.

IV. Lieferung und Leistung

1. The periods and dates for the supply of goods or services shall only be binding once we confirm them in writing. Otherwise, they shall be deemed non-binding estimates. The time limits for the supply of goods or services have been adhered to if within those time limits we notify the customer that we are ready to ship and/or agree on a date for the performance. To the extent reasonable or customary within the industry, partial deliveries and deviations from ordered quantities are permitted.
2. The agreed delivery period shall start only after the customer has provided to us the complete documentation, required approvals, releases and plans. Delivery times shall be adequately extended if the customer does not comply with the agreed terms of payment or other contractual obligations. This provision does not apply if we are responsible for the delay.
3. If we cannot meet the binding delivery periods for reasons outside of our responsibility (non-availability of the service), we will inform the customer thereof without delay and simultaneously specify the expected new delivery period. If the service is not available even within the new delivery period, we will be entitled to withdraw from the contract in full or in part; in that case, we will directly return any consideration already paid by the customer. A case of non-availability of service in this sense is deemed in particular any belated delivery to us by our supplier if we have exercised a congruent covering transaction, and if neither our supplier nor we are at fault or if we are not obligated for procurement in the particular case.
4. The occurrence of delay in delivery is defined according to the legal regulations. In any case, however, the customer is required to issue a warning. If we are delayed in delivery, the customer may demand a flat sum compensation for its default damage. The flat sum damage compensation shall amount 0.5% of the net price (delivery value) for each completed calendar week of delay, whereas in total maximally 5% of the delivery value of the Goods delivered late. We reserve proof that no damage or damage significantly less than the aforementioned flat sum has been caused to the customer.
5. The customer's rights according to Section VIII of these GTC and our statutory rights, especially in the case the performance obligation is excluded (e.g. due to impossibility or unacceptability of the performance and/or subsequent fulfilment) remain unaffected.
6. If the customer defaults on any payments or the customer's financial circumstances deteriorate not only insignificantly, we are entitled to the right to refuse performance pursuant to legal regulations and – upon setting a deadline if applicable – to withdraw from the contract (Sec. 321 BGB). For contracts on the production of non-resalable objects (special productions), we may declare withdrawal immediately; the legal regulations on the dispensability of setting a deadline remain unaffected. A qualifying deterioration may be assumed, for example, when bills or checks are protested, payment targets are repeatedly exceeded or the limit set forth by a credit insurer has been surpassed or would be surpassed by the respective order.
7. All deliveries are ex works (Incoterms 2010). The risk of loss or deterioration passes to the customer upon delivery to the carrier, and in any case no later than when the shipment leaves the factory. If an acceptance is agreed, the transfer of risk shall be decisive for it. For the rest as well, the regulations of the law on contracts for work and services shall apply accordingly to any agreed acceptance. Transfer or acceptance shall have the same legal effect as if the customer is in delay with the acceptance.
8. If the shipment or delivery of the goods is postponed at the customer's request by more than one month after we notify the customer that we are ready to ship, we may charge storage fees in the amount of 0.5% of the postponed shipment's purchase price for every one-month period at the beginning of every month, up to a maximum of 5%. Proof of a greater damage and our legal claims (in particular for the refund of additional costs, appropriate compensation, cancellation) remain unaffected thereof; however the flat sum shall be deducted from further monetary claims. The customer shall retain the right to prove that no damage at all or only damage significantly less than the aforementioned flat sum has been caused.

V. Reservation of title

1. Until the complete payment of all our current and future claims arising from the respective contract and the current business relationship (secured claims), we reserve the title to the sold Goods and services.
2. The Goods subject to the reservation of title may neither be pledged nor transferred by way of security to third parties before the complete payment of the collateralised claims. The customer shall inform us in writing without delay

when an application for the opening of insolvency proceedings is filed or if third parties have access (e.g. by way of attachments) to the Goods in our property.

3. In case the customer acts in breach of contract, specifically in the case of non-payment of the due price, we shall be entitled to withdraw from the contract according to the legal regulations and/or demand the surrender of the Goods on grounds of the reservation of title. The demand for surrender shall not include the declaration of withdrawal at the same time; instead, we shall be entitled to demand merely the surrender of the Goods and reserve withdrawal. If the customer does not pay the due price, we may claim these rights only if we have previously set an appropriate deadline to the customer without success for the payment or if such setting of a deadline is not required according to the legal regulations.
4. Until revocation according to the provisions below in (c), the customer shall be authorised to resell the Goods that are subject to the reservation of title in the ordinary course of business and/or to process them. In this case, the following provisions shall apply in supplementation.
 - (a) The reservation of title extends to the full value of products created by processing, mixing or combination of our Goods, whereas we shall be deemed the manufacturer of these products. If the property rights of third parties are preserved in the processing, mixing or combining with the products of third parties, we will acquire co-ownership in proportion of the invoice amounts of the processed, mixed or combined goods. Furthermore, the same applies to the created product as to the Goods having been delivered subject to the reservation of title.
 - (b) The customer shall assign the claims against third parties arising from the resale of the Goods or the product to us at the present time already in their total amount, respectively the amount of our potential co-ownership therein in accordance with the foregoing paragraph. We hereby accept the assignment. The customer's duties stated in para. 2 shall also apply in respect of the assigned claims.
 - (c) The customer shall remain authorised alongside with us to collect the claim. We undertake not to collect the claim for as long, as the customer fulfils its payment obligations to us and for as long, as its capacity to pay is not impaired and we do not claim the reservation of title by exercise of a right according to para. 3. If this is the case, however, we may demand that the customer disclose the assigned claims and their debtor to us, that it provides all information required for collection, surrenders the related documents and informs the debtors (third parties) of the assignment. Furthermore, we will be entitled in that case to revoke the customer's authorisation for a further sale and processing of the Goods that are subject to the reservation of title.
5. We commit to release at the customer's request, at our sole discretion, any collateral to which we are entitled under the above terms and conditions, provided that the realisable value exceeds the secured debt by more than 10%.

VI. Claims of property defects

1. Regarding the rights of the customer concerning property defects (including false or short delivery as well as inappropriate assembly or deficient assembly instructions), the legal regulations shall apply, unless determined otherwise in the following. The special legal regulations for the final delivery of Goods to a consumer remain unaffected in all cases (supplier recourse according to Sec. 478, 479 BGB).
2. The products will be delivered free of manufacturing defects and faults in the material; any warranty claims must be asserted within one year from the delivery of the products. Insofar as an acceptance was agreed upon, the limitation period shall start as of the acceptance.
3. If operating or maintenance instructions are not followed, the products are modified (e.g., software changes regarding the SPS program), parts are exchanged or consumables are used that do not comply with the product specifications, any warranty claims for defective products shall be void, if the customer does not refute the substantiated claim that one of the aforementioned circumstances resulted in the defect.
4. The customer's claims of defects require that it has fulfilled its legal obligations for inspection and notification of complaints (Sec. 377, 381 HGB). If a defect is discovered in the inspection or at a later time, this shall be notified in writing without delay. Deemed without delay is a notification given within two weeks, whereas sending the notification on time shall be sufficient for meeting the deadline. Independent of this obligation for investigation and notification of complaints, the customer shall notify obvious defects (including false and short delivery) within two weeks as of delivery, whereas here as well the sending the notification within due time is sufficient for meeting the deadline. If the customer fails to perform a proper investigation and/or notify of the defect, our liability for the defect not notified of will be precluded.
5. If the delivered good is defective, we shall first have the choice of whether we will perform subsequent fulfilment by repair of the defect (reworking) or fulfil performance by delivery of a good free from defects (replacement delivery) Our right to refuse subsequent fulfilment under statutory conditions remains unaffected.
6. We are entitled to make the owed subsequent fulfilment dependent on the customer paying the due purchase price. The customer however is entitled

to withhold an appropriate part of the purchase price that is proportionate to the defect.

7. The customer shall provide us the time and opportunity required for the owed subsequent fulfilment and in particular hand over the complained Goods for the purposes of inspection. In the event of a replacement delivery, the customer shall return the defective object to us according to the legal regulations. The subsequent fulfilment includes neither the deinstallation of the defective object nor the reinstallation if we were not obligated originally for the installation.
8. The expenses necessary for the purposes of inspection and subsequent fulfilment, especially the costs of transport, travel, work and material (not: deinstallation and installation costs) will be assumed by us if in fact a defect is present. Otherwise, we can demand compensation from the customer for the costs having arisen unjustified claims of the repair of defects (in particular costs for testing and transport), unless the absent deficiency was not recognisable to the customer.
9. In urgent cases, e.g. if operative safety is risked or for prevention of disproportionate damage, the customer has the right to personally remove the defect and demand compensation of the expenses objectively required for this purpose. We shall be informed immediately of this kind of self-remedy, and in advance if possible. The right to self-remedy is not established if we were entitled to refuse a corresponding subsequent fulfilment in accordance with the legal regulations.
10. If the subsequent fulfilment has failed or if an appropriate period to be set by the customer for the subsequent fulfilment has expired idly if such is dispensable according to the legal regulations, the customer may withdraw from the purchase contract or reduce the purchase price. In contrast, no right to withdrawal is established for insignificant damages.
11. Any liability for normal wear and tear shall be excluded.
12. Only our immediate customers may assert warranty claims and none such rights or claims may be assigned.
13. The customer's claims to damage compensation or refund of useless expenses shall be established only according to the provision in Section VIII, also with regard to any defects, and such shall be precluded for the rest.
14. The warranty is excluded for used products, unless the parties agree otherwise. This warranty exclusion does not apply to cases of wilfulness or gross negligence or if liability is mandated by law.

VII. Claims of legal defects

1. We will be responsible as mandated by law for legal defects of supplied products. Unless the parties agree otherwise, we only warrant the non-infringement of intellectual property rights and trademarks of third parties under the laws of Germany. We may not be held liable for any infringement of proprietary rights that is due to instructions given by the customer, if the infringement is caused by any unauthorized modifications of the products, or due to any use by the customer which deviates from the contractually stipulated or anticipated use.
2. The buyer shall promptly notify us if a third party claims an infringement of proprietary rights. Claims of defects shall be excluded if such information is not supplied promptly.
3. The warranty period shall be as set forth in Section VI. para. 2.
4. If a legitimate third party claim is asserted during the warranty period, we may either obtain a right of use for the affected products at our expense or alter the products in accordance with the contractual specifications that proprietary rights are no longer violated, or supply comparable non-infringing products.
5. A claim of defect from the customer shall be excluded if the customer conducts directly negotiations with the third party or enters into agreements without our consent.

VIII. Other liability

1. Unless stated otherwise in these GTC including the following provisions, we shall be liable for a breach of contractual and non-contractual duties in accordance with legal regulations.
2. We shall be liable for damage compensation – regardless of the legal reason – within the scope of liability for fault in cases of intent or gross negligence. In cases of simple negligence, we shall be liable according to legal regulations (e.g. for diligence in internal matters), subject to a milder liability standard exclusively for
 - a) damages arising from the injury to life, body or health;
 - b) damages arising from a not insignificant breach of an essential contractual duty (obligation whose fulfilment makes the proper implementation of the contract possible from the outset and the fulfilment of which the contract partner may and should ordinarily rely upon); whilst in such a case, however, our liability will be limited to the compensation of the predictable damage typically occurring.
3. The liability limitations resulting from para. 2 shall also apply to breaches of duty committed by or in the favour of persons the fault of whom is outside of our responsibility pursuant to legal regulations. They do not apply insofar as we maliciously conceal a defect or have given an assurance of the characteristics of the Goods and neither to the customer's claims under the Product Liability Act.
4. The customer may only withdraw from the contract or declare its cancellation on grounds of a breach of duty that is not constituted in a defect if the breach of duty is within our responsibility. A discretionary right of the customer to

cancellation (in particular pursuant to Sec. 651, 649 BGB) is excluded. For the rest, the legal requirements and legal consequences apply.

IX. Proprietary Rights

1. For all documents, objects and similar items that the customer provides to us for the supply of goods or services, the customer warrants the non-infringement of the proprietary rights of third parties. We will indicate to the customer any third-party rights of which we are aware. The customer shall indemnify us from any third party claim and compensate us for any resulting damages. If any third party informs us that our performance, production or supply infringes the third party's proprietary rights, we may discontinue our services without examining the legitimacy of the claim and demand compensation from the customer for our expenses.
Any documents, objects and similar items that we receive in connection with a project that did not result in an order will be returned at the customer's request and expense. We may otherwise destroy such items within three months after we submit our quote.
2. We reserve the rights to all all samples, models, drawings, cost estimates, calculations and similar information of a tangible or intangible nature - including electronic versions. Such information may not be disclosed to third parties. If a prospective customer is provided such information in connection with a potential order, the prospective customer shall return the information at no cost to us if the contract is not concluded. Any information that we expressly designate as confidential may not be made available to any third party without our express written consent.

3. Insofar as software is incorporated in our products, the customer shall have the non-exclusive right to use it in unmodified form in the products supplied. The terms and conditions of any separate agreement will prevail.

X. Miscellaneous

1. These Terms and Conditions and all legal relationships between us and the customer shall be governed by German law. The UN Convention on the International Sale of Goods shall not apply.
2. If the customer is a merchant in the definition of the Commercial Code, a legal entity of public law or a special asset fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the place of our registered office in Bocholt. The same applies if the customer is an entrepreneur in the definition of Sec. 14 BGB. However, in all cases, we shall be entitled to file suit at the place of fulfilment for the delivery obligation according to these GTC and respectively according to an individual agreement taking precedence or at the customer's general place of jurisdiction. Legal regulations taking precedence, in particular regarding exclusive jurisdictions, remain unaffected.
3. Bocholt (Germany) shall be the place of performance and payment for all obligations resulting from the legal relationship with the customer.
4. The information required for processing business transactions is stored at a central location.
5. Should any of the provisions of these Terms and Conditions or a provision under any other agreement be or become invalid, the validity of the remaining provisions or agreements shall not be affected thereby.

Dated: 14. Juli 2016