

General Sales Terms and Conditions

General

By submitting a purchase order to PFEIFFER electronic engineering GmbH (hereinafter known as PFEIFFER) the company purchasing products from PFEIFFER (hereinafter known as Buyer) accepts the terms and conditions of sale and supply set forth below. These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing. These terms and conditions of sale shall only apply vis á vis entrepreneurs, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code). To be binding, all mutual agreements must be confirmed in writing.

Offers

Offers are, unless otherwise stated, binding for 30 days from date of issue.

Conclusion of contract

The contract is concluded when PFEIFFER has confirmed acceptance of the order in writing. Cancellation of or changes to a purchase order contract by Buyer may result in financial compensation by Buyer to PFEIFFER.

Documents and drawings

Documents and drawings remain PFEIFFER's property and may not be made available to third persons without PFEIFFER's written permission. Violations of this condition commit the Buyer to full indemnification for damages. Copyright is expressly reserved.

Pricing

Unless otherwise noted and agreed, all prices are ex works (EXW terms - Incoterms 2010) and, if not otherwise stated, do not include VAT, transport, packing, insurance, assembly, installation and later application support. In the case of fluctuations in exchange rates or other changes in import-export costs we reserve the right to adjust our prices accordingly.

Payment conditions

Unless otherwise noted and agreed, payment terms shall be 30 days net without any discount reduction - payable in Euro. From the due date default interest in the amount of 9 % above the respective base interest rate p. a. shall accrue. PFEIFFER reserve all rights to claim further damages for delay.

Delivery conditions

Delivery is conditioned upon timely and proper performance of all duties of Buyer. Defences based on non-performance of the contract are reserved.

Unless otherwise expressly agreed in writing, any indicated time of delivery or unloading shall be non-binding.

Any inability to supply as a result of force majeure or other unforeseen incidents outside our responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities and our reservation of timely supply from on own supplies in accordance with subsection above shall, for their duration and

in accordance with their impact, relieve PFEIFFER from the obligation to comply with any agreed time for delivery and unloading. They shall entitle PFEIFFER to also withdraw from the Agreement which shall not result in any compensation claims of the Buyer.

If any agreed time of delivery or unloading shall be exceeded and there shall be no incident referred to in subsection above, then the Buyer must specify to us a reasonable cure period of minimum two weeks. If we shall fail to meet such deadline also, then the Buyer shall have the right to rescind the Agreement but shall have no right to seek compensation for breach of contract or default unless in cases of wilful misconduct or gross negligence on PFEIFFER part.

In case of default in acceptance or other breach of duties to cooperate by the Buyer PFEIFFER are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the Buyer at the time of such default or breach of duty to cooperate.

Transfer of Title and Risk

Title transfer of purchased goods is according to EXW terms (Incoterms 2010). Unless otherwise noted and agreed, the Buyer must determine and pay for transport from PFEIFFER's dock.

Warranty

Precondition for any warranty claim of the Buyer is the Buyer's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).

Warranty claims shall be time-barred after 12 months of the passage of risk.

In case of non-conformity of the goods PFEIFFER is entitled to alternative performance in the form of subsequent improvement or delivery of conforming goods. If such alternative performance has failed, the Buyer is entitled to reduce the purchase price or to withdraw from the contract.

Support over and above the warranty service is charged at the currently applicable hourly rate of PFEIFFER.

Liability

In case of intent or gross negligence on part PFEIFFER or by his agents or assistants in performance PFEIFFER are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally liability of PFEIFFER for damages shall be limited to the typically predictable damage.

PFEIFFER liability for culpable damage to life, body or health as well as liability under the Product Liability Act shall remain unaffected.

Any liability not expressly provided for above shall be disclaimed.

Installation, first level support and after-sales handling

Unless otherwise noted and agreed, it is the Buyers

responsibility to maintain first level support for purchased goods. This applies also within the warranty period. Further the Buyer shall be solely responsible for obtaining and carrying out any necessary installation- and/or operation qualification (IQ, OQ) upon handing over the goods to third parties. Should the Buyer not fulfil its obligations to take care of after sales service, the Buyer will hand over an appropriate list of third parties, especially parties in possession of investment goods to PFEIFFER.

Retention of property

PFEIFFER retain title to the goods until receipt of all payments in full. In case of breach of contract by the Buyer including, without limitation, default in payment, PFEIFFER are entitled to take possession of the goods.

The Buyer shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.

As long as the purchase price has not been completely paid, the Buyer shall immediately inform PFEIFFER in writing if the goods become subject to rights of third persons or other encumbrances.

The Buyer may resell goods subject to the above retention of title only in the course of his regular business. For this case, the Buyer hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to PFEIFFER. Notwithstanding right from PFEIFFER to claim direct payment the Buyer shall be entitled to receive the payment on the assigned claims. To this end, PFEIFFER agree to not demand payment on the assigned claims to the extent the Buyer complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

Insofar as the above securities exceed the secured claim by more than 10 %, PFEIFFER are obligated, upon his election, to release such securities upon the Buyer's request.

Compliance with EU directives

All PFEIFFER products are designed, manufactured and marked in accordance with the EU directives 2002/96/EC (WEEE) and 2011/65/EC (RoHS). It is the Buyers responsibility to make sure, that the products are disposed at the end of their life-cycle in accordance to the WEEE directive.

PFEIFFER provides the User Manual English. For all other Languages it is the responsibility of the Buyer to have all equipment use documents translated into the local language and to make them available to the end user.

Law and legal domicile

This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Lahnau.