

## **General Terms and Conditions of Sale**

### **1. General and scope of validity**

#### 1.1

The following terms and conditions of sale apply for all transactions conducted by the company "CAMTEC GmbH" with sales persons, if and as far as it is part of their business, as well as representatives of public law, of public assets or of an estate.

#### 1.2

By placing an order or entering into a contractual agreement, the customer also accepts these terms and conditions for any future business dealings.

Reference to or use of a client's terms and conditions which conflict with our own will not be recognised. A lack of response when confronted with terms and conditions which conflict with our own does not signify agreement therewith. Any deviation from the standard terms and conditions requires written permission. Acceptance of delivery of goods shall be deemed conclusive evidence of the buyer's acceptance of our conditions, even if the client should have his own.

### **2. Governing Law and Place of Jurisdiction.**

#### 2.1

Sole place of jurisdiction for those persons in paragraph 1.1 is the district court in Karlsruhe-Durlach. This also applies to cases involving a bill of exchange or cheque.

#### 2.2

It is expressly agreed that each and every contractual agreement – including those closed with clients from outside Germany – is subject in every respect to German law.

### **3. Place of fulfillment (Erfüllungsort as per German law)**

#### 3.1

Place of fulfillment for the various aspects of the legal transaction shall be the headquarters of CAMTEC GmbH, 76327 Pfinztal, Germany

### **4. Delivery, delivery time and delivery obligations**

#### 4.1

The delivery is at the cost and risk of the client once the goods have left the place of manufacture.

#### 4.2

CAMTEC reserves the right to withdraw from its contractual obligations to manufacture and/or supply goods in the case of delivery failure from its own suppliers or other outside agents for whom it can not be held responsible. CAMTEC GmbH is

under no circumstances to be held responsible for the adherence or otherwise of its suppliers to their contractual obligations. Should such a situation occur, CAMTEC will inform its client immediately and will show him the relevant contract if required. CAMTEC GmbH will, if desired, assign their rights to compensation for a non-delivery to the customer.

#### 4.3

The client is not entitled to compensation from CAMTEC GmbH, should CAMTEC be forced to withdraw from a contract due to its suppliers failing to deliver goods.

#### 4.4

In the case of a force majeure or other unforeseen circumstances which are not the fault of CAMTEC GmbH – particularly electrical failure, boycotts, strikes, computer failure (including computer components) – which should lead to CAMTEC being hindered in fulfilling its contractual obligations, the delivery time will increase by the length of this delay. CAMTEC GmbH will inform the client immediately of any such situation and the estimated length of the delay.

#### 4.5

In the case of a delay of more than 20 working days, the client is permitted to withdraw from the contract. CAMTEC reserves the same right if the fulfillment of the contract becomes either impossible or unreasonable for the reasons above. CAMTEC GmbH is not obliged to compensate the customer following a delay or an inability to deliver products or services.

#### 4.6

In the case of a delay caused by CAMTEC GmbH, compensation is limited to the value of the order, insofar as the delay is not deemed to be due to gross negligence or wilful misconduct on the part of CAMTEC or their senior employees.

### **5**

#### **Terms and Conditions of Payment**

##### 5.1

In the absence of an alternate express agreement, the amount outstanding is to be paid in full within thirty days from the date of invoice. Customers who pay within fourteen days are entitled to a prompt payment discount of 2%.

##### 5.2

An invoice paid by cheque or bill of exchange is only considered to have been settled once the document has been successfully cashed. The discounting, transfer, or prolonging of bills and cheques is not counted as payment. Any costs and fees related to using these forms of payment are the responsibility of the client.

### **6.**

#### **Ownership rights**

##### 6.1

The delivered goods remain the property of CAMTEC GmbH until complete payment of all monies owed, including further charges incurred in the transaction.

## 6.2

Payment by cheque or bill of exchange does not affect CAMTEC's property rights . This also applies, should a bill of exchange be endorsed.

## 6.3

Goods supplied to be sold on or further processed are only to be handled as agreed and in correct business practice.

## 6.4

In the case of goods which are altered or further processed in some way, CAMTEC's ownership is calculated as the value of their components in relation to the new unit. If multiple reserved goods are being worked, CAMTEC's share of property rights is calculated as the invoice value of their components in relation to the invoice value of the other goods being worked.

## 6.5

In the case of resale, the customer is immediately assigned the claim which is carried by CAMTEC's conditional goods. In the case of resale following further processing, the client has the right to a partial claim on CAMTEC as specified in subsection 6.4. of this document.

## 6.6

The client is permitted to take advantage of this assigned claim at all times, until such time as it may be revoked.

## 6.7

Should the client at any time be in arrears of payment, he is obliged to return the goods to CAMTEC or at least to allow CAMTEC to collect the goods.

## 6.8

The client hereby gives his consent to recollection of goods, renouncing any ownership rights which may usually be due to him as owner of the premises in which the goods are kept (*Hausrecht* in German law).

## 6.9

Recollection of goods by the legal owner does not in itself signify the breaking of the contract, rather is merely a precautionary measure.

## 7.

### **Warranty, obligation to check for faults.**

### 7.1

The client is obliged to check all blueprints and documents for mistakes and errors. This includes documents which were created as part of the contract with CAMTEC. The client is to inform CAMTEC immediately in the case of any omissions or errors.

### 7.2

CAMTEC guarantees against defects present when the goods are handed over or collected from the plant under the following restrictions:

(a)

The rectifying of defects by CAMTEC will be through either remedial action or delivery of a replacement item.

(b)

If defects should occur on a product provided by a third party supplier or manufacturer, CAMTEC assigns its claim on that party to the client. The client is to accept this claim. CAMTEC is thereby freed from the rectifying of the defects in so far as the third party is able and willing to do this. Otherwise, CAMTEC is obliged to offer a warranty as specified in subsection 7.2a.

(c)

Should CAMTEC be delayed in meeting a suitable deadline set by the purchaser to rectify the defects and this delay is deemed to be the fault of CAMTEC, or should it prove to be impossible to rectify the fault, the purchaser is entitled to demand an amendment to the contract, or a discount on the product or fees paid. Any further claims to a contractual amendments, discount or compensation are not permitted, assuming CAMTEC is not deemed to have practised gross negligence or wilful misconduct. Claims for damages not directly connected to the plant or the product will also not be recognised. Furthermore, the client has no right to compensation to defects arising from remedial work done by CAMTEC or its partners, assuming that neither is deemed to be guilty of gross negligence or wilful misconduct.

## **8. Damages/ Compensation**

8.1

The customer has no right to damages for delays to the order or non-completion of the order, assuming that CAMTEC is not deemed to be guilty of gross negligence or wilful misconduct.

8.2

Further to the above, the client is also not entitled to compensation for non-contractual liability

8.3

The client also has no right to compensation for work it is unable to complete due to a delay by CAMTEC (287 BGB in German law), assuming neither CAMTEC nor its partners are deemed to be guilty of gross negligence or wilful misconduct.

## **9. Copyright**

9.1

CAMTEC retains all copyright on its products and services, insofar as these are subject to copyright.