

General Business Terms and Conditions of the Topas GmbH

1. General / Scope

- 1.1. All our deliveries and services are rendered exclusively on the basis of our General Business Terms and Conditions.
- 1.2. Our customers' purchase terms and other business terms and conditions are only insofar valid for our contractual relationship as we have expressly assented to them in writing.
- 1.3. Verbal agreements need our written confirmation to be effective.

2. Offers / Order documentation

- 2.1. Our offers, in particular the services and prices quoted, are not binding.
- 2.2. Our written acknowledgement of an order is decisive for the extent of delivery, so also is a binding offer submitted by us and accepted within the prescribed time limit.
- 2.3. After accepting the offer, the customer is committed to the order.

3. Terms of payment

- 3.1. Unless otherwise agreed, our invoices are due and payable in full after 20 days following the date of invoice. Payment is only considered to have been effected if the amount paid is at our disposal without recourse (receipt of payment).
- 3.2. Discount deductions have to be previously agreed.
- 3.3. Bills of exchange and cheques are only accepted on account of performance and will not be regarded as payment unless credited without reservation. All charges arising in this connection, in particular discounting and collecting charges, are borne by the customer.
- 3.4. Our rights as formulated in subclause 7.2. remain unaffected. This also applies to the right that in bilateral commercial transactions we can charge from the date of maturity a special 3 per cent p.a. maturity interest above the basic interest rate, i.e. altogether at least 5 per cent p.a.
- 3.5. If the terms of payment are not adhered to or if there are reasonable doubts about the credit worthiness of the customer, the supplier can ask for payment in advance as well as payment of all unsettled invoices, including invoices not yet due to be paid. Goods not yet delivered may be withheld, unpaid deliveries returned to the supplier at the customer's expense, or the contract rescinded without notice.
- 3.6. All prices are in EURO and are applicable from Dresden, inclusive of packaging but exclusive of customs duties, value and transport insurance as well as of the legally required percentage of turnover tax (VAT). For goods worth less than 50 EUR (net) we charge the cost incurred by us for freight and forwarding. The goods are forwarded at the customer's risk.

4. Set-off / Retention

- 4.1. The customer may not set off any other than undisputed or legally established claims.
- 4.2. The assertion of a right of retention against our claims for payment is not permissible.

5. Delivery / Shipment

- 5.1. Agreed delivery periods begin when the acknowledgement of the order has been posted, but not before the customer has submitted the required documents, permits and releases and fully answered the relevant technical questions.

- 5.2. In order to enable us to adhere to the delivery period, the customer's obligations have to be discharged in due time and as required.
- 5.3. The delivery period is considered adhered to when a consignment leaves our company.
- 5.4. Delivery terms are construed in accordance with the ICC Incoterms.
- 5.5. Part shipments and part performances are permissible to a reasonable extent. Every part shipment may be separately invoiced.
- 5.6. The delivery periods are extended as required – even within a delay – in cases of force majeure and any unforeseeable impediments occurring after conclusion of the contract, for which we are not solely responsible. This also applies if a previous supplier is affected by these circumstances. We shall notify the customer as soon as possible about the start and the end of such impediments.

6. Warranty and damages

- 6.1. We warrant the correct functioning of the devices and plant delivered by us. The warranty period is 12 months from the day of arrival of the consignment at the place of destination.
- 6.2. The customer is committed to examining the consignment within 6 workdays of its arrival at the place of destination and to immediately reporting any defects in writing.
- 6.3. In case of a justified complaint, our obligation under warranty is restricted to supplying a functional replacement or remedying the defect. Any rights of the customer to rescind the contract or reduce the price are ruled out. If, however, the replacement is again defective or the defect cannot be remedied within a reasonable period of time, the customer is entitled to claim cancellation of the contract. For this it is required that the customer has stipulated in writing a reasonable period of time for remedying the defect or for the replacement delivery, pointing out that after this deadline the cancellation of the contract would be claimed.
- 6.4. Claims for damages on account of culpable impossibility of delivery, positive breach of an obligation, negligence of duties in negotiating the contract and illicit acts are ruled out unless they are based on intent or gross negligence on the part of the supplier, the supplier's legal representatives or employees. This holds for direct as well as indirect damage (consequential damage).
- 6.5. Claims for damages for consequential harm caused to persons or property by a defect outside the delivery item (compensation for indirect damage) are ruled out on principle.

7. Reservation of ownership

- 7.1. The delivered goods remain our property until all our claims for the purchase price, including incidental claims, have been paid in full.
- 7.2. If in spite of our repeated admonitions a customer does not discharge his or her obligation to pay, we can claim restoration of all objects belonging to us at the customer's expense (cf. sub-clause 3.5.)
- 7.3. Place of performance and legal venue for all claims arising from the contract (including legal action based on cheques and dishonoured bills of exchange) is Dresden.

8. Binding character of the contract

Even if individual contractual stipulations or conditions turn out to be inoperative, the contract will still be binding in its remaining parts.