

General Terms and Conditions

Validity and conclusion of contract

I Quotations and placing of orders

1. By placing an order with us, in whatever form this takes place, the buyer accepts the validity of our conditions of sale, delivery and payment for the duration of the entire business relationship.
2. Conditions of sale and/or payment of the buyer shall only apply to us after we have acknowledged them in writing.
3. Our offers shall be subject to change. The contract is not concluded until we confirm it in writing. The scope of services will be determined by our written order confirmation.
4. These General Terms and Conditions are not intended for the use towards consumers pursuant to Sec. 13 BGB (German Civil Code) (end consumers).

II Pricing

1. The prices stated by us only apply to an individual order; repeat orders are considered new orders.
2. Any prices offered only apply in the case of ordering all services offered.
3. In the event of any unforeseeable increases in salaries and cost of materials before the execution of the order, we reserve the right to adjust our prices accordingly within the framework of an individually negotiated arrangement.
4. Our prices are ex works, excluding packaging and VAT.
5. For services rendered within the European Union, the customer shall communicate his VAT ID in due time before the contractually agreed date of delivery, in order to prove his exemption from VAT. Should the customer fail to communicate his VAT ID in due time and completely, we reserve the right to invoice the applicable VAT.
6. For services rendered outside the European Union, we shall be entitled to subsequently invoice the applicable VAT if the customer fails to provide us with his proof of exportation within one month after dispatch.
7. Assemblies, repairs and other services require contractual commissioning. Insofar as no express price arrangement is agreed upon, the legal regulation, according to which the compensation that is customary in the relevant place and trade is owed, shall apply.

III Terms of payment

1. Invoices are due within 30 days net from date of invoice. We grant a 2% discount for payments made within 14 days from date of invoice.
2. In all cases, payments shall only be made directly to our company; they may only be made to any other persons upon presentation of a special authority to collect and against receipt. In case of non-compliance with this regulation, the buyer shall be responsible for any disadvantages resulting thereby.
3. Partial payments will only be accepted in exceptional cases and upon our written confirmation. In case of a delayed payment exceeding 14 days from the due date, the full balance will become automatically due for payment without any reminder.
4. In case of delayed payment and subject to the assertion of any further claim for a concretely verifiable damage caused by delay, we shall be entitled to charge interest in the amount of 8% above the current discount rate of the Deutsche Bundesbank or the current base rate of the European Central Bank, respectively.
5. The customer shall only be entitled to exercise a right of retention or offset against counterclaims that are undisputed in terms of nature and amount or that have been recognized by declaratory judgment.

6. The customer shall only be entitled to payment by check or bill of exchange if this has been previously and specifically agreed with us. Bills of exchange and checks will only be accepted on account of performance. Collection costs and discount charges shall be borne by the customer.
7. If any substantial deterioration of the buyer's financial situation becomes known after conclusion of the contract or if circumstances become known to us after the conclusion of the contract which may reduce the buyer's creditworthiness, all our claims will be due for payment immediately. In this case, we shall also be entitled to effect any outstanding deliveries only against prepayment or provision of securities, and we shall be entitled to withdraw from such contracts if the buyer has not reciprocated or not provided sufficient security within a reasonable period set by us.

IV Reservation of title

1. The goods will remain our property until all claims resulting from the business relationship have been paid in full, including any incidental claims, and until the bills of exchange or checks presented for such goods have been honored. This also applies if the purchase price for specific delivered goods has been paid. In case of a current account, the reservation of title will serve as collateral for our balance claims.
2. Insofar as the validity of the reservation of title is linked to any special requirements or special formal regulations in the country of destination, the customer shall take care of their fulfillment.
3. In case of the application of the check-bill-of-exchange procedure, the title to our retained goods will - subject to any further rights from our current account reservation - only pass to the buyer if the buyer, as the drawee, has paid the bill of exchange.
4. The buyer shall be entitled to work and process our retained goods in the ordinary course of business. For us as the manufacturers, working and processing takes place within the meaning of Sec. 950 BGB without binding us in any way. We automatically acquire property in any new item resulting from the working or processing. If our retained goods are processed together with other goods that are not our property, we will acquire joint ownership in the new item in the proportion of the invoice value of our retained goods to the invoice value of the other processed goods. If an item delivered by us becomes a significant element of another item, which is the main item, by combining these items, it is agreed that the joint ownership in the main item will pass to us in proportion of the invoice value of our item to the invoice value of the main item or in absence of an invoice value to the time value of the main item. In this respect, the main item shall be stored by the buyer, free of charge and with due care and attention.
5. The buyer shall insure the retained goods adequately for our benefit against loss or damage at his own cost. It is agreed that all insurance claims regarding the retained goods resulting thereby are hereby assigned to us; we accept this assignment.
6. The buyer shall only be permitted to sell the retained goods (Sec. 1) in the ordinary course of business and only as long as he is not in default. If the buyer sells the retained goods, he hereby assigns to us all claims resulting from the resale towards his purchasers together with all ancillary rights until our claims have been repaid in full. He hereby further assigns to us irrevocably as a precaution his claim for surrender from goods subject to retained title. We hereby accept the assignment.
7. If items in which we have joint ownership are sold, the claim of the buyer towards his purchaser shall only be assigned to us in the proportion pursuant to number 3. The buyer shall provide us with the information and documents required for asserting our claims towards such third-party purchasers. We are entitled to inform such purchaser about the assignment. The buyer shall be entitled to collect the claims assigned to us on a trust basis as long as he meets his payment obligations towards us in due form. The buyer shall inform us immediately about any third-party access to the retained goods or to the assigned claims.
8. We undertake to release the collaterals we are entitled to pursuant to the above provisions at our choice insofar as their value exceeds the claims to be secured by 15%.

9. The exercise of any reservation of ownership rights as well as any attachment of our goods by ourselves shall not be considered as a rescission from contract.
10. In case of a conduct contrary to the terms of the contract on the part of the buyer, in particular in case of default, we shall be entitled to reclaim the goods after issuing a warning. The customer shall be obliged to return the goods. Neither the exercise of any reservation of ownership nor the attachment of the delivery item by any third parties shall be considered as a rescission from contract.

V Delivery

1. The compliance with the delivery time communicated in writing requires that all commercial and technical issues have been clarified between the customer and us and that the customer has met all his obligations. If this is not the case, the delivery time will be accordingly extended. This shall not apply if the delay is caused by us.
2. Our compliance with the delivery time shall be subject to the correct and punctual delivery by our own suppliers. We will communicate any delays that become apparent.
3. The performance period shall be deemed complied with if by its expiry readiness for dispatch has been notified. If a final inspection is required, the date of the final inspection, alternatively our notification of our readiness for acceptance, shall be decisive.
4. In case of force majeure, strike, lockout, delays in the receipt of state approvals as well as non-foreseeable disruptions and delays in material deliveries beyond our control, the delivery time will be extended accordingly. However, if we are in default and a period of grace of six weeks has fruitlessly lapsed, the customer shall be entitled to withdraw from the contract. Any claims for damages on the part of the buyer for delay and/or non-compliance due to the delay shall only be admissible if we are in default due to intent or gross negligence.
5. We are entitled to carry out partial deliveries to a reasonable extent; each partial delivery shall be deemed an independent contract.
6. If the delivery or acceptance of the delivery item is delayed for reasons the customer is responsible for, the costs incurred due to the delay will be charged to the customer. We reserve the right to claim further damages.
7. After the fruitless expiry of an adequate period for delivery or, respectively, acceptance, we reserve the right to dispose otherwise of the delivery item and to supply the customer within an adequately extended period.

VI Passing of risk and dispatch

1. The risk of loss and accidental loss shall pass to the buyer at the latest upon dispatch of the delivery. The same applies if we take care of the transport of the goods. The regulations regarding the passing of risk shall also apply in the case of partial deliveries or if other services are to be rendered by us.
2. If dispatch is delayed due to circumstances beyond our control, the risk shall pass to the buyer on the day of readiness for dispatch.
3. We reserve the right to carry out partial deliveries to a reasonable extent.
4. The Incoterms 2000 shall be deemed to be agreed upon. Unless otherwise agreed, deliveries will be carried out ex works (EXW) VS - Schwenningen, excluding packing. Packing will be charged at cost.
5. Notwithstanding his rights pursuant to section VIII, the customer shall not be entitled to refuse acceptance of the goods and services in case of negligible defects and quantity variances.
6. The customer shall not be entitled to return any goods delivered as provided in the contract.

VII 1. Default of acceptance by the customer

- a) If the customer does not accept the ordered goods in due time, we shall be entitled to either set an adequate period of grace and to dispose otherwise after its expiry or to immediately invoice the goods to his account and to store them at the customer's risk. Our rights to withdraw from the contract pursuant to Sec. 326 BGB (final deadline with threat of refusal) or

to claim damages for non-compliance shall remain unaffected thereby. If we claim damages for non-compliance, we are entitled to claim 20% of the agreed payment as compensation without any proof, if the customer does not prove that the incurred damage was considerably lower.

- b) We reserve the right to assert a higher actual damage.

2. Acceptance

- a) Our goods and services are deemed to be accepted two weeks after our notification of readiness for acceptance, unless the customer notifies any existing material defects in writing within this period of time.
- b) The customer shall only be entitled to refuse acceptance if the defect nullifies or considerably reduces the usual and/or contractual presumed use of the items and/or their value. Insofar as the item shows any defects that do not qualify for a refusal of acceptance, the acceptance shall take place subject to the removal of defects.
- c) Refusals of acceptance or reservations concerning the acceptance shall be made immediately in writing, stating and describing the notified defect.
- d) The use of the delivery item by the customer will be deemed as an acceptance of the goods.

VIII Supplementary performance, warranty

Any claims based on defects by the customer require that he has duly fulfilled the examination and notification obligations owed by him pursuant to Sec. 377 HGB (German Commercial Code). We warrant material defects and defects of title regarding the delivery subject to the liability provisions below under number IX, excluding any further claims:

Material defects

1. Any parts which prove to be defective due to a circumstance that occurred before the transfer of risk shall be corrected or redelivered at our choice free of charge. We must be immediately informed in writing if such defects are found. Any replaced parts shall become our property.
2. After consultation with us, the customer shall grant us the required time and opportunity for making all repairs which we deem necessary, otherwise we shall be exempt from any liability for the consequences resulting therefrom. Only in urgent cases where the operational safety is threatened or when disproportionately high damage is to be prevented - we have to be informed immediately should this happen - shall the customer be allowed to repair the defect or have it repaired by a third party and request reimbursement of the required expenses from us.
3. Out of the direct costs incurring by the repairs or the supplementary performance, respectively - insofar as the complaint turns out to be justified - we shall bear the costs of the replacement part including shipping free border as well as reasonable cost of installation and removal, and - within the Federal Republic of Germany -, if this can be reasonably expected on an individual basis, the costs of the required personnel. All other costs shall be borne by the buyer. Any replaced parts shall become our property.
4. The buyer has the right to withdraw from the contract within the framework of the statutory provisions if we fail to comply with a deadline stipulated for us for the rectification or any subsequent performance of a material defect, taking account of the statutory exceptional cases. In case of minor defects, the buyer shall only be entitled to reduce the contractually agreed price. In all other cases, a reduction of the contractually agreed price shall be excluded.
5. In particular in the following cases, no warranty shall be assumed: inappropriate or improper use, incorrect assembly or putting into operation by the buyer or any third parties, wear and tear, incorrect or negligent treatment, improper maintenance, chemical, electrochemical or electric influences, insofar as these are not our responsibility.
6. If a buyer or any third party carries out any repairs, no responsibility will be assumed for any consequences thereby. The same shall apply to any changes made to the delivery item without our prior consent.

7. If our scope of services includes software for computer systems, the following shall also apply:
- a) We guarantee that the software provided does not contain any reproducible defects. However, preconditional to the warranty is the use of the products in accordance with the contract.
 - b) The buyer shall inform us immediately of any program errors.
 - c) We shall correct any defects that have been brought to our attention. If the correction of a defect turns out to be impossible, we will develop an alternative solution.
 - d) If we are unable to meet our obligations pursuant to c) above, the buyer shall be entitled to reasonably reduce the agreed compensation (also for devices the use of which is not only insignificantly affected due to the program errors) or to request termination of contract.
 - e) We do not warrant that the software provided corresponds to the specific requirements of the buyer.
 - f) The buyer may only make one copy of the software, which may only be used for backup purposes (backup copy). In other respects, the buyer may only copy the software within the framework of a multi-user licence.
 - g) With the exception of the cases provided for in Sec. 69c UrhG (German Copyright Act) (decompilation) as well as for the purpose of correcting program errors, the buyer shall not be entitled to change, reset or translate the software or extract parts of it.

Defects of title

8. If the use of the delivery item entails a violation of industrial property rights or copyrights, we shall, at our expenses, generally procure the right of further use for the buyer or, as far as this is reasonably acceptable for the buyer, modify the delivery item in such a way that the violation of property rights no longer exists. If this is not possible under economically adequate conditions or within an adequate period of time, the buyer shall be entitled to withdraw from the contract. Under such circumstances, we shall also be entitled to withdraw from the contract. Furthermore, we shall indemnify the buyer from and against any claims raised by the holders of the property rights in question if these claims are uncontested or final and conclusive on the basis of a court order. Subject to the following liability provisions, our obligations pursuant to number 8 are final and conclusive in the event of any property rights or copyright infringement. They shall apply only if
- the buyer informs us immediately of any asserted property rights or copyright infringements,
 - the buyer supports us reasonably in the defense against the asserted claims or enables us to carry out the modification measures pursuant to number 8,
 - we have the right to choose the measures for defense, including extra-judicial settlements,
 - the defect of title is not based on an instruction by the buyer and
 - the defect of title has not been caused by the buyer's independent change of the delivery item or use in a non-contractual way.

IX Liability

1. If the delivery item cannot be used by the buyer according to contract because of our failure to implement or carry out correctly suggestions and consultations made prior to or after the conclusion of the contract or due to a violation of other secondary contractual obligations - in particular instructions for use and maintenance of the delivery item - the provisions of number VIII and subsequently number 2 shall apply accordingly, excluding any further claims of the buyer.
2. For damage that has not occurred on the delivery item itself, we shall be liable - irrespective of the legal cause - only in case of
 - ◆ deliberate action
 - ◆ gross negligence on the part of the owner, the bodies or executives of the company,
 - ◆ culpable injury to life, body, health, in case of defects in the delivery item, insofar as the seller is liable for personal injury or damage to property for private use under the Product Liability Act. In case of willful violation of essential

contractual obligations, we shall also be liable for gross negligence on the part of non-executive employees or for ordinary negligence; in the latter case, our liability shall be restricted to the typical damage that can be reasonably foreseen. Any further claims shall be excluded.

X Limitation

Any claims raised by the buyer - irrespective of their legal cause - shall be time-barred after 12 months. In case of deliberate or willful action as well as for claims under the Product Liability Act, the statutory periods of limitation shall apply.

XI Assembly, repairs and other services

For assemblies, repairs and other services, the following provisions shall additionally apply:

1. The customer shall inform our personnel at his own cost about any existing security regulations and risks and he shall take all measures required to protect people and property at the workplace.
2. The customer shall support our personnel at his own cost in the execution of the work to the required extent and shall render any required assistance, such as the preparation of the site, provision of tools, cranes and elevators, provision of electricity.
3. The assistance of the customer shall ensure that our work can be started immediately after the arrival of our personnel and may be executed without any delays until the final inspection.
4. If a service may not be rendered for reasons beyond our control, services that have already been rendered by us as well as incurred expenses shall be paid by the customer.
5. Any replaced parts shall become our property. We reserve the right to dispense with our ownership in the replaced parts at the customer's expense.
6. If, through no fault of ours, goods or services are lost before the final inspection, the customer shall reimburse the price less any saved expenses.
7. Deadlines for repair shall only be binding if they have been confirmed in writing by us.

XII Copyright

Our designs, samples, models and the like are deemed our intellectual property and may not be copied nor used for replication in any other way, even though no specific proprietary rights exist in this regard. Any infringement will render the buyer liable to pay damages.

XIII Final Provisions

1. The buyer shall only be entitled to assign his rights under this contract to third parties with our prior written consent.
2. The place of performance for all deliveries, services and payments is Villingen-Schwenningen.
3. As far as legally permissible, Villingen-Schwenningen shall be deemed agreed as legal venue. We shall also be entitled to institute legal action at the place of business of the buyer.
4. These General Terms and Conditions are exclusively governed by German law, unless it conflicts with any mandatory statutory provisions. The application of the uniform laws on the international sale of goods, the United Nations Convention on Contracts for the International Sale of Goods or any other conventions regarding the right of purchasing goods is excluded.

5. If any provision of these conditions of sale, delivery and payment should be or become ineffective, the effectiveness of the remaining provisions shall remain unaffected thereby. In such a case, an effective provision which comes closest to the economic purpose of the ineffective provision shall be deemed agreed.

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