

# General Terms and Conditions of Sale and Delivery of the Company LaVision GmbH

## Effective as of 01.05.2010

### 1. General Terms and Conditions

- 1.1 Our terms and conditions of sale and delivery apply to all offers, sales, deliveries, repairs and other services.
- 1.2 The respectively effective version of our terms and conditions of sale and delivery forms the basis of all contracts to be concluded in the future.
- 1.3 Deviations from these terms and conditions of sale and delivery are only effective, if these are stipulated in writing.
- 1.4 Contrary contract conditions of the customer – provided that these are not expressly stipulated in writing– are invalid.

### 2. Offers, Conclusion of the Contract

- 2.1 Our offers are always subject to change without notice and without obligation. Contracts require our written confirmation in order to become effective.
- 2.2 The customer is aware that the equipment we supply is subject to export control by the Federal Office of Economics and Export Control. The customer is obliged to observe the provisions of the Federal Office of Economics and Export Control in the event of re-export of the equipment supplied by us.

### 3. Prices and Payment

- 3.1 Our prices do not include statutory value added tax, which is charged separately on the invoice issued to the customer according to the respective rate applicable by law.
- 3.2 Delivery is effected ex works Göttingen, unless otherwise agreed.
- 3.3 The purchase price and the consideration for ancillary services is payable strictly net on transfer of the delivery item.
- 3.4 Default interest is calculated at a rate of 8 percentage points p.a. above the respectively valid base rate of the European Central Bank (ECB), yet a higher rate must be applied if we account for a higher interest rate being charged.
- 3.5 Offsetting and retention due to counterclaims of the customer is excluded, unless we have beyond dispute determined final and conclusive the respective counterclaim on which the right to refuse performance or offsetting is based.

### 4. Delivery Period

- 4.1 Delivery dates and periods must be stipulated in writing.
- 4.2 The delivery period commences on dispatch of the order confirmation, however neither before submission of the documents, permits and releases to be furnished by the customer, nor before receipt of an agreed down payment.
- 4.3 The delivery period shall be deemed adhered to, if notice of readiness for dispatch has been given or the delivery item has left the factory prior to expiry of the delivery period.
- 4.4 The delivery period is extended in the event of measures within the scope of industrial conflicts, particularly strikes and lockouts as well as in case of occurrence of unforeseen hindrances beyond our control, e.g. operational disruption, delays in delivery of essential materials, as far as it is demonstrable that such hindrances considerably influence delivery of the delivery item. This also applies if the circumstances affect subcontractors. The delivery period is extended according to the duration of the respective measure and/or hindrance.  
The aforementioned circumstances are also beyond our control, if they arise during an already existing delay in performance. In important cases, we will inform the customer of the beginning and end of such obstructions.
- 4.5 Partial deliveries are permissible within the specified delivery periods.
- 4.6 In the event of failure to meet the delivery date, the customer is entitled to withdraw from the contract after written appointment of a final deadline of six weeks for delivery of the delivery item.

### 5. Acceptance and Transfer of Risk

- 5.1 The customer is obliged to accept the delivery item. The customer is entitled to examine the delivery item within 14 days at the place of transfer. The customer is obliged to accept the delivery item within the same term, unless acceptance is temporarily rendered impossible owing to circumstances for which he/she bears no responsibility.
- 5.2 If the customer remains behind schedule with acceptance of the delivery item for longer than 14 days as a result of intent or gross negligence, we are entitled to withdraw from the contract or demand damages for non-performance after appointment of a final deadline of further 14 days. Appointment of a final deadline is not required, if the customer seriously or ultimately refuses acceptance or is obviously unable to pay the purchase price within this period of time.
- 5.3 The risk is transferred to the customer on dispatch ex works Göttingen. If carriage paid delivery has been agreed, the risk is transferred at the place of delivery. If the customer declares non-acceptance of the delivery item, the risk of accidental loss or deterioration of the delivery item is transferred to the customer at the time of refusal.

### 6. Reservation of Title

- 6.1 We reserve title to delivery items until payment of all receivables resulting from the contract or otherwise from the business connection.
- 6.2 In the event of behaviour contrary to contract on the part of the customer, particularly in case of default in payment, the customer is obliged to return the object of purchase or delivery item after a one-off reminder and expiry of an appropriate time limit.
- 6.3 Assertion of reservation of title as well as seizure of the delivery items on our part does not constitute a withdrawal from the contract, unless we expressly stipulate this in writing.

6.4 The customer is entitled to resell the delivery items in the ordinary course of business, however at this point already assigns to us all accounts receivable arising from the resale, namely to the amount of the purchase price (including value added tax) agreed between us and the customer and independent of whether the delivery items are resold prior to or subsequent to processing. The customer is authorised to collect these receivables upon their assignment. Our authority to collect the receivables ourselves remains unaffected, however we pledge not to collect the receivables as long as the customer properly meets his/her payment obligations and is not in arrears. In this case however, we can request the customer to disclose the assigned receivables and the respective debtor, to provide all information required for collection, to hand over the corresponding documents and to notify the debtors (third parties) of the assignment.

6.5 The customer may neither pledge nor transfer by way of security the delivery items until full payment. The customer must notify us immediately in the event of seizure, sequestration or any other third-party disposal and must provide us with all information and documents necessary to safeguard our rights. Enforcement officers and/or third parties must be advised of our proprietorship.

6.6 We pledge to discharge the securities to which we are entitled at the customer's request, in so far as the value of the securities exceeds the outstanding receivables by more than 20%.

### 7. Warranty

- 7.1 Notification of defects must occur in writing.
- 7.2 Warranty of soundness for defective delivery items takes place via subsequent improvement or replacement delivery, at our discretion. Should subsequent improvement or replacement delivery fail, the customer is entitled to adequate reduction of the purchase price or, alternatively, to withdraw from the contract. The customer is not entitled to damages. The provisions of sub-section 11 remain unaffected.
- 7.3 The period of limitation is twelve months, commencing on acceptance of the purchase or delivery item on the part of the customer.

### 8. Repair and Installation Services

- The following applies to repair and installation services rendered on our part upon expiry of the warranty period:
- 8.1 The customer must make all preparations required for execution of the repair or installation and must do the utmost to support us during execution.
  - 8.2 If a fixed price has not been agreed, repairs and installations are charged to the customer according to the time expenditure, material costs and travel expenditure calculated on the basis of our hourly rates and price lists effective at the time of service provision.

### 9. Software Licences

- 9.1 The customer receives a non-exclusive right of use to our software and the corresponding documents on a computer system or data medium within the scope of his/her business operations. All other rights to the software and documents inclusive of copies and subsequent amendments remain with us. Granting of sublicences on customer's part is not permissible.
- 9.2 The customer must ensure that the software and documents are not accessible to third parties without our prior written consent.

### 10. Place of fulfilment, Legal Venue, Choice of Law

- 10.1 Place of fulfilment is Göttingen.
- 10.2 Legal proceedings for all disputes arising from the contractual relationship must be instituted at the court responsible for our headquarters. We are also entitled to take legal action at the customer's domicile.
- 10.3 German law exclusively applies to the exclusion of laws concerning international purchase of moveable items (CISG) as well as to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, even if the customer is domiciled abroad.

### 11. Liability

- 11.1 Provided that nothing else is prescribed by law, LaVision is fully liable for all damages attributable to intentional or grossly negligent breach of obligations, e.g. culpable loss of life, physical injury or damage to health.
- 11.2 In the event of gross negligence on the part of a non-executive employee, the liability of LaVision for property damage and pecuniary damage is limited to restitution for foreseeable loss, as per standard contract provisions.
- 11.3 In the event of slight negligence, La Vision is only liable for property and pecuniary damage in case of violation of essential contractual obligations. Essential contractual obligations are obligations that must be fulfilled in order to render possible proper implementation of the contract and in which the customer trusts and may trust. Here the liability is also limited to restitution for foreseeable loss, as per standard contract provisions.
- 11.4 Liability for damages that goes beyond the provisions of the preceding sub-sections is excluded – irrespective of the legal nature of the asserted claim. This particularly applies to unlawful acts in accordance with § 823, 831 German Civil Code. Any unlimited liability according to the provisions of the German Product Liability Act remains unaffected.