

1. Scope of validity

1.1 All offers, orders and deliveries are exclusively subject to the latest version of the terms and conditions of sale, delivery and payment ("General terms and conditions") set out below. All future transactions shall also be subject to the general terms and conditions. These general terms and conditions can be freely accessed at any time on the Internet at <http://www.jacob-gmbh.de/unternehmen/agbs.html> and may be saved in a reproducible format and printed by the purchaser.

1.2 Any conflicting general terms and conditions of the purchaser are not binding on us in any way. We hereby reject any such terms and conditions. This still applies even if the purchaser excludes the validity of our general terms and conditions in his purchase conditions and we do not expressly reject his conditions again.

1.3 Deviations from the general terms and conditions require our express written approval. This still applies even if we make unconditional deliveries despite being aware of any deviating general terms and conditions of the purchaser. Where written approval is granted on conclusion of the contract, this approval shall only apply to the individual case specified therein.

1.4 Our general terms and conditions shall only apply if the purchaser is an entrepreneur (Section 14 German Civil Code), a legal person under public law or a special fund under public law.

2. Conclusion of contract

2.1 Our offers are always non-binding.

2.2 All documentation associated with our offers, such as illustrations and drawings etc., is only provisional, unless we have expressly identified it as binding. Similarly, any information or statements contained within said documentation or within German DIN standards shall not be construed as a guarantee of quality or durability. We reserve title and copyright to all said documentation. The purchaser is not permitted to make said documentation available to third parties without our prior written consent.

2.3 No verbal collateral agreements exist on conclusion of the contract. Individual agreements expressly agreed with us by the purchaser in a specific case (including collateral agreements, additions and changes to these general terms and conditions) shall – insofar as they came into being after conclusion of the contract – always take precedence over these general terms and conditions. As regards the content of any such individual agreements, a written contract or – if none exists – our written confirmation to the purchaser shall be decisive.

2.4 If orders by the purchaser can be classed as offers according to Section 145 of the German Civil Code, we shall be entitled to accept said offers within 4 weeks.

2.5. Acceptance may either be declared in writing by means of our order confirmation (including by fax and e-mail) or by virtue of the goods being delivered to the purchaser. In the case of the latter, the purchaser shall still receive a written order confirmation. Save for any written agreements to the contrary, our written order confirmation shall contain the contractual goods and services.

3. Scope of delivery

3.1 As regards the nature and content of an order placed by the purchaser and the scope of our deliveries, the text of our written order confirmation shall be decisive to the exclusion of all else.

3.2 If no order confirmation as per Clause 3.1 of the general terms and conditions has been issued, but we provided an offer that was valid for a specific period and the purchaser accepted this offer by the prescribed deadline, our offer shall determine the scope of delivery.

4. Prices, price changes

4.1 Unless otherwise agreed, all prices are ex point of sale and are exclusive of VAT at the statutory rate applicable at the relevant time and – under the proviso of Clause 4.2 of the general terms and conditions – are exclusive of all packaging costs.

4.2 In the case of small purchases of less than €100.00 without VAT, we shall levy an extra charge for small quantities (handling fee) of €25.00 unless we consider it possible, at our reasonable discretion, to combine such purchases with other orders. Unless otherwise agreed as part of the contract between us and the purchaser, "ex works" delivery is agreed as per the Incoterms 2010.

4.3 All prices in respect of delivery items shall only apply if complete packaging units are purchased. In the case of partial packaging units, we shall charge €7.50 by way of packaging costs.

4.4 We reserve the right to change our prices within reason whenever, following conclusion of the contract, cost reductions of 5% or cost increases of 5% occur as a result of changes in the prices of the following materials: thermoplastics, elastomers and metals, or as a result of collective agreements. The purchaser shall be provided with proof of these cost changes on request.

5. Prices of brass metal products (metal surcharge to cover price increases)

The prices we specify in our catalogue for our brass metal products are based on the metal quotation for MS 58, which stands at €155.00. Whenever this metal quotation – as published in the daily press – increases (see daily press on day of delivery) by €13.00, a metal surcharge of 5% shall be levied on top of the catalogue price in each case to cover the price increase.

6. Conditions of payment

6.1 Unless otherwise agreed in writing, all our invoices are payable by the purchaser in full and without any deductions on receipt.

6.2 The purchaser shall be deemed in default of payment after receiving a reminder from us. No reminder is necessary if a specific date has been scheduled for the payment or if payment is to be made by a certain deadline following a specific event. Even if no reminder is issued, the purchaser shall, at the latest, be deemed in default of payment 30 days after receiving our invoice or, if we are unable to determine when the invoice was received, 30 days after receiving the delivery item.

6.3 As soon as the purchaser defaults, we shall be entitled to claim default interest from the purchaser at a rate of 8% above the respective base interest rate of the European Central Bank. If proof can be provided of a higher level of damage due to default, we shall be entitled to claim for this. For his part, the purchaser shall be entitled to furnish proof of a lower level of damage.

6.4 If paying by bill of exchange or cheque, the purchaser must bear all the costs incurred as a result including, in particular, discount charges, collection charges, any financing costs and any taxes that are due. Said bill of

exchange or cheque shall merely be accepted as an undertaking to pay. Payments by bill of exchange or cheque shall only be deemed honoured once the amount is definitively at our disposal. Aside from that, we are under no obligation to present bills of exchange and cheques on time. The purchaser must ensure that our entire claim or residual claim is settled without delay if a cheque was not cashed or was not cashed on time or if a bill of exchange was not discounted or was not cashed on time. From the outset, it is hereby declared that no cash discount shall apply in the case of payment by bill of exchange.

6.5 If the purchaser is not resident in Germany, we shall be entitled to demand payment from him in the form of an irrevocable confirmed letter of credit, which must be opened for our account by a German bank/savings bank of our choice without our thereby incurring any costs and which must allow us to make partial shipments in respect of the delivery items. A third (1/3) shall be payable on first demand as soon as the letter of credit is opened and the remaining two thirds (2/3) shall become payable on presentation of the documents.

6.6 All payments shall only be deemed honoured once the amount is definitively at our disposal.

7. Right of retention, set-off

7.1 The purchaser is not entitled to retain payments by virtue of any claims whatsoever that the purchaser has against us, unless the right of retention is based on claims by the purchaser that arise from the same contractual relationship with us.

7.2 The purchaser is not permitted to set his own claims off against ours, unless his claims are undisputed or have been legally established as final and absolute.

8. Delivery

8.1 It is not possible to adhere to precise quantities in the case of custom-made products and when shipping loose parts in commercially viable batch sizes. Consequently, we reserve the right to make overdeliveries or underdeliveries of up to 10% in the case of custom-made products. When shipping loose parts, we reserve the right to deviate from the specified quantities by up to 1.5% for quantities of 100 to 1.000 and by 2% for quantities above 1.000.

8.2 We are entitled to make partial deliveries.

8.3 Delivery periods and deadlines are always approximate and are not binding upon us unless a delivery date has been expressly agreed as binding in writing.

8.4 The delivery period shall commence on the date of order confirmation and shall be deemed to have been adhered to if the shipment was made ready for shipping within the period and the purchaser was notified of this accordingly.

8.5 Adherence to delivery periods is contingent upon the timely receipt of all the documentation, necessary authorisations and approvals that are to be provided by the purchaser, in particular plans, and on the purchaser adhering to the general terms and conditions and other obligations. If these prerequisites are not met in a timely fashion, the periods shall be extended within reason; this shall not apply where we are responsible for the delay.

8.6 If, after conclusion of the contract, the purchaser requests changes or additions to the order that make it impossible to adhere to the delivery date, the delivery date shall be postponed in light of the requested changes and additions by a period that is reasonable for making them.

8.7 As far as any further deliveries are concerned, we shall have a right of retention until payment has been received for all previous deliveries. If, after conclusion of the contract, we learn of any circumstances that significantly impair the creditworthiness of the purchaser or if we have any well-founded doubts as to the solvency of the purchaser, we shall be entitled to refuse delivery or only make delivery if the goods are paid for in advance or if security is provided. If the purchaser fails to pay or to provide security within a reasonable period set by us, we shall be entitled to rescind the contract.

8.8 If, at the purchaser's request, shipping or delivery is delayed by more than one month after notice has been given that the goods are ready for shipping, the purchaser can be charged a storage fee for each full or partial calendar week that is equivalent to 0.5 % of the price of the delivery items, up to a maximum total of 5%. The contracting parties are free to provide proof of higher or lower storage costs. However, if after setting a reasonable period for the purchaser to take delivery of the delivery item, the period expires without his having done so, we shall be entitled to dispose of the delivery item in some other way and to make delivery to the purchaser on expiry of a reasonably extended period.

9. Force majeure

9.1 The delivery date shall be postponed and the delivery period shall be extended by a reasonable amount in the event of action being taken in the context of industrial disputes, in particular strikes and lock-outs, as well as in the event of other unforeseen events for which we are not responsible, insofar as such hindrances have an impact on completion or on the delivery of the delivery items. We shall not be held responsible for the aforementioned circumstances even if they occur during an existing delay. We shall notify the purchaser of the start and end of such hindrances within three working days.

9.2 Where unforeseen events as per Clause 9.1 of the general terms and conditions significantly alter the commercial significance or the content of the delivery or have a significant impact on our operations, the contract shall be reasonably adapted in good faith. If this is not commercially viable, we shall be entitled to rescind the contract. If we wish to exercise this right to rescind the contract, we must notify the purchaser without delay as soon as we become aware of the scope of the event, even if the delivery period was initially extended with the agreement of the purchaser.

10. Delay and impossibility of performance

10.1 If we delay in delivery, the purchaser may – provided he can substantiate the fact that he has incurred damage as a result – claim compensation equivalent to 0.5% of the price of the portion of the deliveries that could not be effected properly as a result of the delay for each full week of the delay, up to a maximum total of 5%. The purchaser is free to provide proof of a higher level of damage due to the delay and we are entitled to provide proof of a lower level of damage.

10.2 Claims for damages by the purchaser due to delayed delivery and claims for damages in lieu of performance that exceed the limits specified in Clause 10.1 of the general terms and conditions shall be inadmissible in all cases of delayed delivery, even if any deadline for delivery imposed on us has expired. This shall not apply if we are liable under Clause 16 of the general terms and conditions.

10.3 Irrespective of any right of rescission on the part of the purchaser in the case of defects (Clause 14 of these general terms and conditions), in the event of impossibility of performance or a delay, the purchaser shall only be

permitted to exercise his right of rescission if we are responsible for a breach of obligations.

10.4 Rescission or damages in lieu of performance in the event of a delay are, moreover, contingent upon the purchaser having granted us a reasonable deadline of at least 4 weeks in writing and having expressly made clear at the same time that he would rescind the contract and/or claim damages if we failed to adhere to the deadline. On expiry of this deadline, the purchaser is required, at our request, to declare whether he continues to insist on delivery or is claiming damages or is rescinding the contract. If the purchaser fails to provide said declaration by the time the reasonable deadline we have set expires, the purchaser shall no longer be entitled to refuse delivery and can no longer rescind the contract or claim damages in lieu of performance.

10.5 It is not necessary to set a deadline as specified in Clause 10.4. of these general terms and conditions if we earnestly and definitively refuse to provide the contractual goods and services or if exceptional circumstances exist which, after weighing up the interests of both parties, justify immediate rescission.

10.6 The purchaser is not entitled to rescind the contract before the goods and services become due or in the event of a breach of obligations on our part that is only minor. Finally, rescission is not permitted if the purchaser is solely or predominantly responsible for the circumstances that would normally justify the rescission or if circumstances beyond our control arise while the purchaser is in default of acceptance.

10.7 Claims for damages are subject to Clause 16 of these general terms and conditions. The above provisions do not entail a shift in the burden of proof to the detriment of the purchaser.

11. Shipping and passing of risk

11.1 The costs of shipping and of transport insurance must be borne by the purchaser, unless otherwise expressly agreed in writing. The choice of shipping route and method shall be at our full discretion.

11.2 The risk of accidental loss or deterioration of the delivery item shall pass to the purchaser as soon as the goods leave our premises. This shall even apply where carriage paid delivery has been agreed. We assume no liability for damage, breakage or loss of the goods during transport.

11.3 Where a delivery item only shows minor deviations from the agreed quality or the use thereof is only impaired to a minor extent., the purchaser is required to take delivery of it.

12. Reservation of ownership

12.1 We reserve ownership of all deliveries until we have received full payment in respect of all our claims that existed at the time when the contract was concluded, regardless of legal basis. If, in the interest of the purchaser, we have accepted cheques or bills of exchange by way of conditional payment, we reserve ownership of all deliveries until we are fully released from all such liabilities. Adding individual claims to an open account as well as the striking of a balance and affirmation thereof shall not affect the reservation of ownership.

12.2 The purchaser is entitled to process and convert the delivery items in the course of his ordinary business operations. The purchaser shall process and convert the delivery items on our behalf without this imposing any obligations on us. If the delivery items are converted, combined, mixed or blended with other goods that we have not delivered, we shall acquire a co-ownership share in the new thing that is calculated in accordance with the ratio of the invoice value of the delivery items to that of the other converted goods at the time of conversion, combination, mixing or blending. In the event that the purchaser should acquire sole ownership of the new thing by law, he hereby grants us joint ownership of the new thing in advance in accordance with the ratio described above and undertakes to store said thing on our behalf free of charge.

12.3 In the event that the purchaser should sell the delivery item or the item that is co-owned in accordance with Clause 12.2 of the general terms and conditions, either on its own or together with goods that do not belong to us, the purchaser hereby assigns to us in advance the claims arising from the resale to the value of the delivery items, along with all ancillary rights. We hereby accept the assignment. If we co-own the thing sold, the assignment of the claim shall extend to the amount that corresponds to the value of our co-ownership share. We authorise the purchaser to collect the claims assigned to us while reserving the right to revoke this authorisation. If the purchaser defaults in his obligations towards us, the purchaser must disclose to us the names of all the debtors liable for the assigned claims. Moreover, the purchaser must notify the debtors of the assignment. In such an

event, we are also entitled to disclose the assignment to the debtors ourselves and to exercise our authority to collect what is owed.

12.4 If the purchaser acts in breach of the contract, in particular by defaulting in his payment obligations or breaching his obligation to take good care of the delivery item, we shall be entitled to take back the delivery item and to rescind the contract after issuing a reminder and setting a deadline. In this case, the purchaser is required to surrender the goods. Neither an assertion of reservation of ownership nor the seizure of the delivery item by us in such an event shall constitute rescission of the contract unless we have expressly declared this to be the case. The purchaser hereby declares in advance that he agrees to grant those persons we have commissioned to collect the delivery items access – on foot and by vehicle – to his site for the purpose of collecting the delivery item from where it is located.

12.5 The purchaser shall only be entitled and authorised to resell the delivery item in the ordinary course of regular business and only under the proviso that the claims assigned to us as outlined above are actually transferred to us. The purchaser shall not be entitled to dispose of the delivery items in any other way. He shall, in particular, not be permitted to pledge the delivery item or transfer it by way of security.

12.6 The purchaser must inform us without delay of any measures of execution by third parties against the delivery item that is subject to reservation of ownership – even if we are only co-owners – or against the claims assigned to us and in so doing must hand over the documentation required to protest the measures.

12.7 All the delivery items that are subject to reservation of ownership must be insured by the purchaser at his own expense including, in particular, against fire and theft. With respect to the delivery items that are subject to reservation of ownership, all claims by the purchaser against the respective insurer are hereby assigned to us in advance. We hereby accept this assignment.

12.8 If the purchaser is not resident in Germany, he shall take any action required by law or otherwise to render our reservation of ownership – as provided for by the general terms and conditions – effective in the country to which delivery is being made.

12.9 We undertake to release securities if the value of all the securities granted to us equals or exceeds 150% of the secured claims.

13. Notice of defects

13.1 Apparent defects, i.e. defects of title or material defects, deliveries containing too many or too few items, incorrect deliveries and, where applicable, cases where the delivery or service does not exhibit the quality or durability guaranteed by us (defects) must be asserted in writing without delay and certainly no later than 14 days after receipt of the goods. Defects that cannot be detected in the course of an ordinary incoming inspection must likewise be asserted in writing without delay and certainly no later than 14 days after detection.

13.2. If defects or other complaints are not asserted by the deadlines stipulated above in Clause 13.1 of these general terms and conditions, any warranty claims against us shall be rendered inadmissible.

14. Material defects

14.1 If a defect exists and notice thereof is provided by the deadline stipulated in Clause 13 of these general terms and conditions, we shall, at our option, remedy (rectify) the defect or make a replacement delivery, provided that the purchaser can prove that the defect already existed at the time of passing of the risk.

14.2 If this cure should fail, the purchaser may, instead of rectification or redelivery, avail himself of the legal remedies of rescission and purchase price reduction that are provided for by the law, as well as claiming damages or reimbursement of expenses, the latter of which must take place in accordance with Clause 16 of these general terms and conditions.

14.3 In the case of third-party products, our liability shall be confined to the assignment of those claims that we have against the supplier of the third-party products. In the event that the purchaser should be unable to assert his warranty rights against the supplier of the third-party product, we shall bear liability in accordance with these general terms and conditions.

14.4 The purchaser must, once he has been consulted, afford us the necessary time and opportunity to rectify the defect or make a replacement delivery.

14.5 Aside from that, we shall not be under any obligation to rectify the defect or make a replacement delivery if this can only be achieved at disproportionate cost. Such costs shall be deemed disproportionate if they exceed 25% of the purchase price of the delivery item.

14.6 Any parts that are replaced under the warranty shall become our property.

14.7 If the notice of defects was unjust, we shall be entitled to claim reimbursement of the expenses incurred from the purchaser, if the purchaser culpably failed to realise that the supposed defect was caused by circumstances for which he was responsible.

14.8 Unless we are – at least in part – to blame for the following circumstances, no claims for defects shall be admissible if the goods only deviate from the agreed quality to a minor extent, if usability is only impaired to a minor extent, in the event of natural wear and tear or in the event of damage that occurs after passing of the risk due to incorrect or careless handling, excessive stress, inappropriate equipment, defective building work, inappropriate building ground or due to exceptional external influences that are not provided for by the contract, as well as in the case of non-reproducible software errors. The same shall apply if modifications or repair work are carried out incorrectly by the purchaser or third parties.

14.9 If the goods have been subsequently transferred to a location other than the purchaser's place of business and this results in higher expenses – particularly transport, transportation infrastructure, labour and material costs – while rectifying the defect or making the replacement delivery, these higher expenses must be borne by the purchaser, unless the process of transferring the goods to another location was part of the intended use of the goods.

14.10 The purchaser shall only have recourse claims against us pursuant to Section 478 of the German Civil Code (Recourse of the entrepreneur) insofar as the purchaser has not made any agreements with his customer that go beyond the scope of the legal claims for defects. The scope of the purchaser's recourse claim against us pursuant to Section 478 Paragraph 2 of the German Civil Code shall, moreover, be subject to Clause 14.9 of the general terms and conditions accordingly.

14.11 Returns always require our written approval and, where applicable, the goods must be returned to the

factory at Gottlieb-Daimler-Straße 11, 71394 Kernen, Germany. If the goods are returned through no fault of our own, we shall, as a matter of principle, only accept them after prior consultation. The handling costs shall be charged on the basis of the time and materials required for inspection, disassembly and putting the goods back into storage.

15. Warranty for defects of title

15.1. We warrant that no third-party rights exist that would conflict with the purchaser's ability to use the delivery items as per the contract in the country of delivery. In the event of defects of title, i.e. where third parties bring legitimate claims against the purchaser due to the infringement of industrial property rights by delivery items that were delivered by us and have been used as per the contract, we warrant that we shall, at our option and provided that notice is given by the deadline in accordance with Clause 13 of these general terms and conditions, either obtain a legally incontestable right of use concerning the delivery items for the benefit of the purchaser or shall modify or exchange the delivery items so that the industrial property right is not being infringed. In this context, we may exchange the affected delivery items for equivalent delivery items that still satisfy the contractual provisions if this is reasonable for the purchaser. If we are unable to do this under reasonable conditions, the purchaser shall be granted the legal rights of rescission or a reduction in the purchase price and shall be entitled to claim damages or reimbursement of expenses. Our obligation to pay damages or reimburse expenses shall be governed by Clause 16 – Damages – of these general terms and conditions.

15.2. The purchaser must inform us in writing without delay if third parties assert industrial property rights (e.g. copyright or patent rights) in respect of the delivery items. The purchaser grants us authority to manage the disagreement with the third party on our own. At our option and in consultation with the purchaser, we shall either ward off or settle the claims. While we are exercising said authority, the purchaser is not, for his part, permitted to recognise the claims of the third party without our approval; we shall ward off the claims of the third party at our own expense and shall indemnify the purchaser against all the costs associated with warding off these claims, unless they are attributable to the purchaser having acted in breach of his obligations (e.g. using the delivery items contrary to the contract). If the purchaser should cease using the delivery items with a view to

mitigating the damage or for other important reasons, he is required to inform the third party that the cessation of use in no way implies any acknowledgement that industrial property rights have been infringed.

15.3. Claims by the purchaser shall be inadmissible if and insofar as he is responsible for the infringement of industrial property rights. They shall also be inadmissible if the infringement of industrial property rights only came about because of special requirements imposed by the purchaser, a type of application that we could not have envisaged or if, for example, they are due to the fact that the delivery items were modified by the purchaser or used together with products that we did not deliver.

15.4. Any more extensive claims due to a defect of title shall be inadmissible.

16. Claims for damages

16.1. Unless otherwise agreed in these terms, all claims by the purchaser for damages of any kind whatsoever – including claims for the reimbursement of expenses and indirect damage, such as lost profit – shall be inadmissible. This shall apply, in particular, to claims based on any breaches of obligations associated with the contractual relationship and with a tortious act. The exclusion of liability shall still apply even if we have made use of performing or vicarious agents.

16.2. By derogation from Clause 16.1 of these general terms and conditions, we shall be liable, regardless of the legal basis, only – and this even applies where we have relied on executive staff or performing and vicarious agents – if:

- (a) we are guilty of gross negligence or of acting with intent,
- (b) we fraudulently conceal a defect or have provided a guarantee of quality in respect of the delivery items,
- (c) we have culpably caused injury to life, health or limb; and if
- (d) we have breached what are known as cardinal obligations, i.e.
 - (aa) fundamental breaches of obligations that could potentially jeopardise the purpose of the contract, or
 - (bb) breaches of obligations that have to be fulfilled in order for proper performance of the contract to be possible in the first place and on the fulfilment of which the purchaser routinely relies or is entitled to rely ("cardinal obligations").

16.3. In the case of Clause 16.2. (d) of these general terms and conditions - Breach of cardinal obligations - our liability when only slight negligence applies shall, however, be limited to the level of compensation required to cover the foreseeable damage that would typically occur.

16.4. The exclusion of liability does not apply in relation to claims based on the German Product Liability Act. The above provisions do not entail a shift in the burden of proof to the detriment of the purchaser.

17. Limitation period

Claims for defects shall expire by limitation after 12 months. This does not apply if longer periods are stipulated by the legislation under Section 438 Paragraph 1 No. 2 (buildings and things for buildings), Section 479 Paragraph 1 (recourse claims) and Section 634 a Paragraph 1 No. 2 (construction defects) of the German Civil Code, in cases of injury to life, health or limb, in the case of an intentional or grossly negligent breach of obligations on our part and in the case of the fraudulent concealment of a defect. The legal provisions concerning suspension of expiry, suspension and recommencement of the periods shall remain unaffected.

18. Cancellation fee

If the purchaser rescinds an order that he has placed without actually having a contractual or legal right of rescission, we may – without prejudice to our ability to assert a higher level of damage, claim 10% of the sales price to cover the costs incurred as a result of processing the order and lost profit. The purchaser shall remain free to provide proof of a lower level of damage.

19. Measurements

We reserve the right to make technical changes to the products offered in the catalogue, in particular changes to measurements and erroneous measurements.

20. Place of performance and legal venue

20.1 The place of performance for all reciprocal obligations, in particular payment by the purchaser and delivery by us, is the location of our head office, namely Kernen (Rems-Murr district).

20.2 If the purchaser has merchant status under German law, the sole legal venue for all disputes arising directly or indirectly from the contractual relationship shall be the

location of our head office. However, we shall also be entitled to take action at the location of the purchaser's registered office or at any other legal venue.

21. Applicable law

The general terms and conditions and all legal relationships between us and the purchaser are exclusively subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.