



# Terms and Conditions of Delivery and Payment

## § 1 General/Scope

1. All commercial relationships with national and international purchasers shall be governed irrevocably by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The general terms and conditions set forth below shall apply in the version which is valid on the contract conclusion date.

2. Acceptance of our order confirmation shall be regarded as acknowledgement of our terms and conditions of delivery and payment. Different arrangements and subsidiary agreements shall be valid only if confirmed in writing by ASTRO. Verbal agreements shall not be legally binding.

Differing purchasing conditions of individual purchasers shall apply only if they have been expressly acknowledged in writing by ASTRO.

The "Grüne Lieferbedingungen" ("Green Terms of Delivery") of the ZVEI [German Electrical and Electronic Manufacturers' Association] shall apply to all procedures which are not defined in these conditions and by written agreement.

3. Our products may not be exported without our approval.

ASTRO Strobel Kommunikationssysteme GmbH delivers its goods and services in accordance with the quality assurance system certified to DIN ISO 9001, corresponding to EN 29001.

## § 2 Contract conclusion

1. The terms and conditions for our goods are non-binding and subject to confirmation. Presentation of our goods on the Internet does not constitute an offer, but rather a non-binding invitation to the client to place an order. We reserve the right to make technical or other modifications within reasonable limits.

2. The purchaser is bound by placed orders for two weeks; such orders shall not be valid without our written confirmation.

3. The contract may not be performed or may only be performed in part if the purchaser fails to fulfill its own responsibilities duly and correctly. This shall only apply in cases where we cannot be held responsible for the non-delivery. Unforeseen force majeure events, strike, shortage of raw materials, accidents, transport, manufacturing or operational disruptions in our own company or in supplier companies and other circumstances beyond our control shall entitle ASTRO to delay delivery or withdraw from the contract.

If the order is placed electronically, the contract text will be stored by us and e-mailed to the client along with the legally incorporated General Terms and Conditions following the conclusion of the contract.

The contract is subject to design modifications and to prior sale. We retain the right of ownership in respect of cost estimates, drawings and other documentation which may not be made accessible to third parties. Infringements may result in criminal proceedings.

## § 3 Scope of the delivery obligation/Leadtimes

1. The scope of the delivery is determined by our written order confirmations. Increases or reductions of up to 5% may be applied to customized goods and services. The original packaging unit represents the minimum purchase.

We may withdraw from the contract or, notwithstanding agreed terms of payment, demand payment prior to delivery if unfavorable credit information relating to the purchaser becomes known following the contract conclusion.

2. To ensure that delivery deadlines are met, the purchaser must provide all the necessary documentation and approvals, particularly plans, in a timely manner, and must fulfill the agreed terms of payment and other obligations. If these requirements are not met in good time, the deadlines shall be extended accordingly; this shall not apply if ASTRO is responsible for the delay.

3. If the failure to meet deadlines is due to force majeure, e.g. mobilization, war, unrest or similar events, the deadlines shall be extended accordingly.

4. If ASTRO delays a delivery, the purchaser may, insofar as it can prove that it has incurred a loss as a result, demand compensation, for each full week of delay, of 0.5%, but not exceeding 5% in total, of the price for the part of the delivery which could not be put into effective operation due to the delay. Further claims for compensation shall be excluded, unless ASTRO is responsible for the delay, at least through gross negligence.

## § 4 Prices

1. All prices are binding and are to be understood as ex works/ex stock, plus statutory VAT and packaging.

If a delivery is delayed for more than four months for reasons beyond our control, the price applicable on the delivery date shall be charged.

2. If the item is collected by the purchaser in another country, the statutory VAT must be charged and will be reimbursed on presentation of the corresponding customs documentation. Any VAT due in the purchaser's country shall be paid by the purchaser.

3. In the event of bankruptcy or composition proceedings, any special rebates, bonuses or discounts shall lapse.

## § 5 Place of fulfillment, shipping and packaging, transfer of risk

1. The place of fulfillment is Bergisch Gladbach.

2. The risk of accidental destruction and accidental deterioration of the goods shall be transferred to the purchaser on handover or, in the case of consignment purchase, on delivery of the goods to the shipping agent, haulage contractor or other person

or body appointed to carry out the shipment. In the case of goods designated for collection, the transfer of risk shall take place when the goods are duly packed and made available. Delay on the part of the client in accepting the goods shall be deemed equivalent to handover.

If data are downloaded and sent via the Internet, the risk of destruction and modification of the data transfers to the client when the data pass through the network interface.

3. Additional costs for requested express shipment, urgent and timed deliveries, and also non-standard packaging costs shall be paid by the purchaser.

4. For orders relating to full delivery with a value of € 500 or more, i.e. net goods value as per our invoice, we shall pay the packaging and shipment costs to the destination (in the case of export, free German border). For orders below € 500 net goods value as per our invoice, we shall charge a flat-rate handling, packaging and shipment fee of € 10 per shipment. Transfer of risk shall remain ex-works.

## § 6 Regulation on the avoidance of packaging waste

In accordance with the regulation on packaging (Verpackungsverordnung - VO) applicable within Germany, our deliveries use environmentally friendly packaging, which bears the "RESY" mark or the "Intensiroh" logo.

ASTRO packaging is recovered in Germany if the returning party sorts and pallets it according to wood, plastic, polystyrene and cardboard.

The purchaser shall pay the costs incurred in returning packaging. If the purchaser disposes of packaging in situ, the supplier shall not reimburse any costs.

## § 7 Terms of payment

Payment of the purchase price must be made without deduction no later than 30 days following the invoice date. At the end of the payment period, the purchaser shall be in payment default and shall be obliged to reimburse all reminder and collection costs. In the case of cash on delivery, prepayment or payment within 14 days, the purchaser shall be entitled to deduct 3% discount, unless otherwise agreed.

If the purchaser is a company, it shall add interest to the monetary debt in the sum of 8% above the basic interest rate during the default period. We reserve the right to prove and claim for a higher loss as a result of the delay.

Bills of exchange of any type will only be accepted by special arrangement by way of payment and subject to the applicability of discounts. Exchange costs must be paid immediately by the purchaser. In the case of collection of your own or third-party bills of exchange, we shall not be liable for the timely submission and recharging of exchange costs.

If facts become known which cast doubt on the creditworthiness of the purchaser, all sums receivable, including bills of exchange, shall be payable immediately regardless of the payment period. Any outstanding deliveries shall only be made with advance payment.

The purchaser shall have a right of offset only if its counterclaims have been legally established or have been acknowledged by us. Subject to these conditions, the purchaser may also exercise a payment retention right on the grounds of a counterclaim from the same delivery.

## § 8 Reservation of ownership

1. We reserve ownership of the goods until the settlement in full of all accounts receivable from an ongoing business relationship. If the value of the reserved goods exceeds the sums receivable to be secured from the ongoing business relationship by more than 20%, we shall be obliged to release the excess value of the reserved goods at the purchaser's request.

Assignment of the right conferring prospective entitlement shall be excluded.

The purchaser may neither pledge the delivery item nor assign it as security to third-party creditors.

2. The purchaser must inform us immediately in writing of any access to the goods by third parties, in particular compulsory enforcement measures, and of any damage to or destruction of the goods. The purchaser must inform us immediately of any change in ownership of the goods or any change to its own address.

The purchaser shall reimburse us for all losses and costs resulting from a breach of these obligations and from required intervention measures to prevent third-party access to the goods.

3. In the event of any contractual breach by the purchaser, we shall be entitled to withdraw from the contract and demand the return of the goods.

4. The purchaser shall be entitled to resell the goods in the ordinary course of business. The purchaser shall hereby assign to us all accounts receivable by the purchaser from a third party through the resale, in the sum of the invoice amount. We accept the assignment. Following the assignment, the company shall be authorized to collect the account receivable. We reserve the right to collect the accounts receivable ourselves as soon as the company fails to duly fulfill its payment obligations and is thereby in payment default.

The purchaser shall be obliged to provide details of the addresses and the amount of the account receivable from its clients. This shall be done immediately in the event of payment default. If the company is allowed a payment target of more than two months, the client addresses must be provided immediately.

## § 9 Inability to deliver

If ASTRO is responsible for the inability to deliver, the following shall apply:

1. In the case of a breach of obligations through minor negligence, our liability, and the liability of our agents, shall be limited to average, foreseeable, typical, direct contractual losses.

However, the client's claim for compensation shall be limited to 10% of the value of that part of the delivery which cannot be put into effective service due to the inability to deliver. The purchaser may not demand reimbursement of wasted expenditure.

We, and our agents, shall not be liable in the event of a breach of non-essential contractual obligations in cases where the performance of the contract is not jeopardized by the breach of such obligations.

2. Moreover, the client's right to withdraw from the contract shall remain unaffected. Astro's claim to payment shall not lapse if the client is responsible for the inability to deliver.

## § 10 Warranty (liability for material defects)

1. Goods delivered or services provided must be inspected by the client on receipt and any defects must be reported immediately or within four working days at the latest. The same applies even if a defect already present on handover subsequently becomes apparent. If such defects are not reported in a timely manner, warranty claims shall be excluded in pursuance of § 377 HGB [German Commercial Code].

2. We shall, at our own discretion, either remedy defects already present on handover of the goods delivered or service provided, or shall deliver new goods or provide a new service (remedial action).

3. We must always be given the initial opportunity to eliminate the defect (remedial action) within an appropriate period of time.

If the remedial action fails, the purchaser may, at its own discretion, either withdraw from the contract or reduce the payment and demand compensation. If the purchaser opts for compensation, the liability restrictions set out in para. 7 shall apply.

4. Defect claims shall not arise in the event of only minor differences compared with the agreed characteristics, only minor impairment of usability, natural wear or damage arising following the transfer of risk as a result of defective or negligent treatment, overuse, unsuitable facilities, defective installation work or through external influences which are not specified in the contract, nor in the event of non-reproducible software errors. In particular, defect claims in the event of failure to follow the instructions for use and the installation specifications shall be excluded. Similarly, if the purchaser or third parties inappropriately carry out modifications or repair work, no defect claims shall arise in respect thereof or in respect of any resulting consequences.

5. Claims made by the purchaser on the grounds of expenditure incurred for the purpose of remedial action, in particular shipment, travel, labor and additional costs, shall be excluded insofar as such expenditure is increased because the delivered item has subsequently been moved to a location other than the purchaser's branch office, unless such relocation corresponds to its intended use. However, no additional expenditure shall be reimbursed if the location of use of the goods is more than 30 km away from the purchaser's branch office.

6. The purchaser shall have a right of recourse against us only in cases where the purchaser and its client have not reached any agreements above and beyond the statutory claims for defects. The provisions of para. 5 shall apply accordingly to the scope of the purchaser's right of recourse against ASTRO. Disproportionate expenditure shall not be reimbursed. The provisions of para. 7 shall otherwise apply to claims for compensation.

7. Claims for compensation made by the purchaser, on whatever legal grounds, in particular due to infringement of contractual obligations and unlawful acts, shall be excluded. This shall not apply in cases where we are subject to mandatory liability pursuant to the product liability law [Produkthaftungsgesetz], in cases of willful intent or gross negligence, due to death, physical injury or damage to health, due to the assurance of the absence of a defect or infringement of essential contractual obligations. Compensation for infringement of essential contractual obligations shall be limited to typical foreseeable contractual losses, unless willful intent or gross negligence applies, or due to death, physical injury or damage to health. The above provisions do not entail a change in the burden of proof to the detriment of the purchaser.

Further claims, or claims other than those specified in this paragraph made by the purchaser against us and our agents due to a material defect shall be excluded.

8. Material defect claims shall expire 24 months following delivery ex works (initial transfer of risk), unless longer periods are required by law.

## § 11 Place of performance and jurisdiction

The place of fulfillment and jurisdiction for both parties, and also for disputes relating to exchange and check transactions shall be Bergisch Gladbach.

Bergisch Gladbach Bensberg, May 2009