

# Terms and Conditions of Sale, Delivery and Payment of QuinTech e.K.

## 1. General Conditions

- 1.1 Our General Business Terms and Conditions of Sale shall be valid exclusively. We do not accept conflicting general business terms, even if we have not expressly rejected them. The customer can refer to additional agreements made before or at the time of conclusion of the contract only if they were immediately confirmed in writing.
- 1.2 Our offers shall be subject to alteration. We reserve the right to make technical improvements to our products. We may store the important details concerning contract implementation in data processing systems.
- 1.3 Place of performance shall be QuinTech e.K. in Goepingen, Germany, court of jurisdiction shall be Goepingen, Germany. German law shall be applicable, the Uniform Law on the International Sale of Goods (CIGS) shall be excluded.

## 2. Risk, dispatch costs, number of items, delivery on call, non-acceptance of delivery

- 2.1 The risk shall be transferred to the customer when the consignment leaves QuinTech e.K., also in case of partial deliveries or if we have agreed to take over further services such as forwarding, exportation or setting up. This shall also apply if delivering to a consignment warehouse at the customer`s premises. The customer shall be in charge of packing, transport and insurance costs from Woburn, MA, USA to the place of delivery.
- 2.2 In case of delay in acceptance, we can, without losing our rights in respect of fulfillment of the contract, have the goods stored in a warehouse at the customer`s expense or sell them, after foregoing warning and setting of a deadline, to someone else on the customer`s account and risk.

## 3. Delivery times, delay

- 3.1 Shipment dates, based on QuinTech`s discretion, are therefore not guaranteed.
- 3.2 Acts of God and strikes, lockouts, operating breakdowns and shortages of raw subject to production limitations and facility schedules, materials or means of production for which we are not responsible, and delayed deliveries or failure to deliver by our suppliers or extra changed services required by the customer, shall extend the delivery period accordingly and shall release us from our obligation to deliver if delivery becomes impossible as a result. Also, we shall not be held responsible for aforementioned circumstances if they should occur when shipments are already delayed.

## 4. Conditions of payment, price alterations, compensation for returned goods

- 4.1 Prices quoted shall be ex-works prices. Charges for packing and freight shall be at the customer`s expense. Invoice shall be paid in full, net, due at the indicated date, free of charges for us in , to our account in the Federal Republic of Germany. We shall accept bills of exchange or cheques only with a view to performance at the customer`s expense. For new customers or customers with which we do not do business regularly, in case of delay in payment regarding a previous delivery or if there are good reasons for doubting the customer`s credit-worthiness, we reserve the right to make each individual delivery dependent on payment in advance or on lodging of security to the invoice amount.
- 4.2 All invoices are due within 10 days of shipping. Finance charges on past due invoices are 5% annually upon the German Basiszins.
- 4.3 In case of delay of payment of an invoice, the total amount of the customers liabilities towards us shall be payable immediately, and we shall be released from our obligations to effect any further delivery resulting from

any current contract of delivery. Any period allowed for payment shall be discontinued and we can make each outstanding delivery dependent on cashpayment in advance. This shall also apply if bills of exchange or cheques are honoured, payments are stopped or the customer goes bankrupt or files any legal statement or action which may delay or prevent the payment of our invoices in full. Payment shall be deemed delayed without sending a written reminder as soon as the date allowed for payment on the invoice has been passed. Payment shall be deemed effected on the day when the amount is credited to our bank account.

## 5. Reservation of proprietary rights, advanced assignment of claims

- 5.1 The delivered goods shall remain our property until they have been fully and unconditionally paid for.

## 6. Warranty, Complaints

- 6.1 Complaints in respect of incomplete or incorrect delivery are to be notified to QuinTech e.K. in writing immediately after delivery, defect immediately after these have been established, at latest, however, 48 hours after delivery, and claims asserted within this time.
- 6.2 Claims under warranty or for damages shall not be admissible if they are based on damages caused by improper handling, maintenance, use or processing by the customer or by third parties, or caused by normal wear and tear or damages caused during transport.
- 6.3 If the goods delivered are destined for the customer`s business, he shall lose any right to claim under warranty or to claim for replacement due to obvious defects or the obvious absence of warranted qualities if he does not check the goods – including the aspect of product safety – immediately on receipt and – at the latest – before processing, consuming, using or installing the goods, and inform us immediately of any complaints. Complaints must be made in writing. All such claims (also as regards nonobvious defects) shall lapse after 6 months from the date of shipment.
- 6.4 In case we are obliged to supply spare parts, this shall be restricted to a period of 5 years from date of delivery. If the spare parts are not produced by us and are no longer available on the market – e.g. electronic parts – or if the material needed for their production is no longer available, our obligation to supply spare parts shall lapse.

In case of development orders, we shall be responsible – according to the above mentioned terms – for the success of the development only if we have expressly promised this in writing.

## 7. Industrial proprietary rights, tools, secrecy

- 7.1 As regards any moulds, samples, diagrams, technical documents, price estimates or offers, we reserve ownership and all industrial proprietary rights and copyrights. It is not allowed to reproduce them without our agreement. The customer may use them only in the agreed way. The contractual goods may not, without our agreement in writing, be produced by the customer or on his behalf.
- 7.2 If we deliver products in accordance with drawings, models or samples provided by the customer, he shall take responsibility on our behalf that in producing and delivering the goods, we shall not be infringing the industrial property rights or other rights of third parties, and shall pay – should the situation arise – any compensation to us for any obligation which may arise from such infringements of rights, including our own efforts.
- 7.3 Any knowledge which is not public knowledge and which the customer has acquired through the business connexion must be kept secret in respect of third parties.