

General Terms and Conditions of Business

(Conditions of sale, delivery and payment)

1. Validity

1. These General Terms and Conditions of Business shall apply to all purchasing and work delivery agreements in respect of all products which have been manufactured or marketed by Maus GmbH (hereinafter: seller) as well as in respect of services. There shall be corresponding application to work agreements insofar as the application is not in conflict with the nature of the work agreement. This shall apply also to all future business relationships, even if validity has not again been expressly agreed.
2. Divergent provisions on the part of the purchaser are hereby opposed. Divergent provisions shall apply only if they have been recognized by us in writing.
3. Divergent agreements and confirmations of order shall take precedence over these General Terms and Conditions of Business.

2. Concluding agreements

1. The seller may accept an order which is to be qualified as an offer for concluding an agreement within two weeks by sending a confirmation of order.
2. Offers shall be without obligation in respect of price and delivery dates. The seller shall be obliged to inform the customer without delay in respect of the non-availability of the product or service and to refund already made considerations on the part of the customer without delay.
3. An order shall be deemed to be legally binding only if it has been confirmed by the seller in writing or by electronic means. All agreements between seller and purchaser are to be laid down in writing.
4. The seller's sales employees shall not be authorized to make subsidiary agreements by word of mouth or to make guarantees by word of mouth which go beyond the contents of the written agreement.
5. The offer shall be based on the purchaser's data, drawings, pictures, samples and other specifications. The purchaser has to compare the offer without delay after receiving it for conformity with the data which the seller has made available. Complaints on the part of the purchaser which are not received with the acceptance of the offer shall lead to a separate claim for remuneration in respect of necessary modifications. The purchaser shall be liable for the correctness of the documents which are to be delivered by him.

3. Prices/conditions of payment

1. The seller shall be held bound to the prices which are included in his offer for 30 days as of its date of compilation. The prices which are stated in the confirmation of order shall be decisive.
2. The prices shall apply ex works without costs for packaging and freight, plus statutory Sales Tax. The Sales Tax at the statutory rate shall be identified separately in the invoice.
3. Invoices shall be due for payment immediately after receipt without deduction.
4. Invoicing shall be carried out in the case of moulds as follows
 1. 1/3 when the order is issued
 2. 2/3 when the order is delivered
5. In the event of default, interest shall be owed to the sum of 8 % above the respective basic interest rate insofar as the seller does not demonstrate a higher interest loss.
6. Counterbalancing on the part of the purchaser is possible only with uncontested claims which have been recognized by the seller, are legally binding or ready for judgement. The purchaser shall be authorized to practice a right of retention only if his claim is based on the same contractual relationship.
7. The seller shall be authorized to offset payments in spite of provisions on the part of the purchaser to the contrary. Insofar as there are costs and interest, the seller shall be entitled to offset payments initially against the accrued costs and interest and finally against the primary obligation.
8. Cheques and bills of exchange shall, insofar as agreed on a case-to-case basis, be accepted only with a view to performance. The acceptance of bills of exchange shall require agreement in the individual case and shall be performed on the condition of discount ability with a life of max. 90 days. Costs and expenses shall be borne by the purchaser.
9. If a major deterioration occurs in the purchaser's financial circumstances or if the seller subsequently becomes aware of such a deterioration and payment conditions are not complied with, all claims on the part of the seller shall become due immediately insofar as the amounts are covered by expenditures on the part of the seller which are in accordance with the order. The same shall apply to costs incurred for services as well as for goods which are in progress and for goods which have been completed but not yet delivered. In these cases, the seller shall be entitled to execute outstanding deliveries and performances only in return for prepayment of provision of security.

4. Dispatch/packaging

1. Packaging and transportation costs shall be borne by the purchaser.
2. Loading and shipment shall be carried out ex works. At the latest when the goods leaves the works, the risk of accidental loss of the goods shall be transferred to the purchaser even if transportation is carried out by the seller's vehicles.
3. In respect of dispatch and type of dispatch, it shall be attempted to meet the wishes and interests of the purchaser. Additional costs which arise thereby – also in the case of carriage-paid delivery – shall be borne by the purchaser.
4. Transportation and other packaging in accordance with the packaging regulation shall not be taken back. The purchaser has to ensure waste disposal at his own expense.
5. If dispatch is delayed at the request of the purchaser or on the grounds of a fault on the part of the purchaser's part, the seller shall store the goods at the expense and at the risk of the purchaser. In this case, notification of readiness to dispatch shall be the equivalent of dispatch.

5. Delivery dates and conditions of delivery

1. Delivery dates or set periods which are subject to binding or non-binding agreements must be in writing. Delivery times shall be binding only if they are expressly designated as binding in the offer or in the confirmation of order.
2. Set periods for delivery shall begin with the date of the confirmation of order, but not before all details have been clarified. This shall apply in particular to the receipt of all necessary documents, approvals, releases and the receipt of the deposit payment. The time of sending shall be decisive for complying with set periods for delivery and delivery dates. In the event of delays for sending goods for which the purchaser is responsible, the set periods for delivery and delivery dates shall be deemed to be complied with as of notification of readiness to dispatch.
3. The seller shall be obliged to notify the purchaser without delay in respect of extensions of the time of performance and delivery period as well as the circumstances which give rise to them.
4. Liability on the part of the seller shall be determined in the case of fixed-date purchases (§ 286 Para. 2 No. 4 of the Civil Code (BGB) and § 376 of the Commercial Code (HGB)), in the case of a default of delivery as well as in the case of a culpable violation of a major contractual obligation in accordance with the statutory provisions. In this case, liability shall be restricted to foreseeable, typically occurring loss, insofar as there is no deliberate violation of the agreement for which the seller is responsible.
5. Further liability for a default of delivery for which the seller is responsible shall be excluded. The purchaser's further statutory claims and rights, to which he is entitled in addition to the compensation on the grounds of a claim for compensation for which we are responsible, shall remain in place. Non-compliance with delivery times and delivery dates, which are based on amendments to the purchaser's requests, shall be at his expense. This shall apply also if he does not meet his obligations in supplying data in the agreed form or does not supply them or does not supply them in good time or the supplied data are faulty and have to be revised. The seller shall be entitled to demand compensation for the loss which has arisen and for any possible additional expenditure.
6. Even in the case of bindingly agreed set periods, the seller shall not be responsible for delays in delivery and performance as a result of force majeure and as a result of events which cause considerable difficulty to the seller or make it impossible for him to make delivery, in particular in the event of the failure of machines or the lack of raw material, strikes at his business or at his suppliers, etc. In these cases, the seller shall be entitled to postpone the delivery or performance, plus an appropriate preparatory period, or to withdraw in whole or in part from the agreement because of the part which has not yet been fulfilled.
7. If the delay is greater than three months, the purchaser shall be entitled, in respect of the part which has not yet been fulfilled, to withdraw from the agreement after setting an appropriate subsequent period. He may withdraw from the entire agreement if he has no interest in the partial delivery. The purchaser may withdraw earlier if the delay in delivery is unreasonable for him.

6. Liability for title and quality

1. The purchaser has to examine the goods without delay. Any faults shall be subject to complaint in writing without delay, at the latest 14 days after they have been received at the place of destination. Concealed faults shall be subject to complaint without delay after they have been ascertained, at the latest, however, 14 days after they have been ascertained.
2. The seller shall be provided the opportunity to check the faults which are complained of on the spot. The check which he makes has to take place without delay.
3. In the case of justified complaints, the seller has the obligation to make subsequent fulfillment, whereby the purchaser's rights to withdraw or to make a reduced payment are excluded. This shall not apply insofar as the seller is entitled to refuse to make subsequent fulfillment on the grounds of the statutory regulation.
4. Subsequent fulfillment may be achieved by remedying the fault or delivering new goods, as the seller chooses. The seller shall bear the necessary expenditures for subsequent fulfillment insofar as these are not increased as a result of the object of the agreement being located at a place other than the place of fulfillment.
5. Minor, reasonable discrepancies in the dimensions and designs, in particular in the case of follow-on orders, shall not entitle the purchaser to make complaint. Technical improvements as well as necessary technical modifications shall be deemed to be in accordance with the agreement insofar as they do not represent deterioration in quality.
6. If the purchaser specifies the use of a certain material or if he makes the material to be used available, the seller is not liable for faults and losses which arise from this or in connection with this and which lead to faults in the product which are to be manufactured.
7. The purchaser's warranty claims shall be restricted to 1 year after the goods have been accepted or transferred. This shall not apply in the case of fraudulent concealment of the fault. The statutory regulations shall apply in this case.
8. Warranty claims shall expire if the purchaser himself makes modifications to or interferes with the product or has third parties make modifications to or interfere with the product without our written approval.

9. Wear and tear as well as natural deterioration to the usual extent shall not give entitlement to claims on the grounds of faults.
 10. The seller shall be liable in accordance with the statutory regulations for loss of life, physical injury and damage to health, which are based on a negligent or deliberate violation of an obligation on his part, on the part of his statutory representatives or his vicarious agents or for damage which falls under the Product Liability Law. We shall be liable in accordance with the statutory provisions for losses which do not fall under Clause 1 and which are based on deliberate or grossly negligent violations of the agreement or on malice on the part of the seller.
 11. We shall also be liable within the framework of the guarantee to the extent that we have made a quality agreement or a guarantee.
 12. Any further liability shall be excluded without consideration to the legal nature of the enforced claim. This shall apply in particular to tortuous claims or claims for the compensation for unfruitful expenditures instead of performance. This shall apply also to personal liability on the part of our employees, our workers, those working with us, our representatives and servants, except for liability in the event of violation of life, body, health and gross negligence.
- 7. Reservation of title**
1. The seller shall reserve the right to title in respect of personal property until the purchase price has been paid in full (reserved goods). In the case of continuous commercial relations with the purchaser, the seller shall reserve title in respect of personal property until all claims arising from the commercial relationship are fulfilled.
 2. Insofar as the purchaser processes the goods delivered by the seller, the seller shall become the owner of the new manufactured personal property. If the manufactured goods are manufactured not solely from the seller's goods, the seller shall acquire joint title in respect of the manufactured goods; the share of the seller's joint title shall be determined in accordance with the value of his goods as a proportion of the value of the other goods which have been processed in manufacturing the new goods.
 3. If the seller's title expires as a result of interconnection, the purchaser shall now transfer to him the rights of title and of expectancy to which he is entitled in respect of the new condition of the goods to the extent of the value of the joint title. The purchaser shall conserve the goods for the seller without charge.
 4. The purchaser shall be entitled to sell the reserved goods in due form by way of a business transaction. The purchaser shall be prohibited from making other dispositions, pledging and collateral assignments. In the case of a further sale of the objects, the purchaser has to reserve title in respect of his customer. The purchaser cedes to the seller in advance all claims to which the purchaser is entitled arising from the further sale or arising from other legal reasons; the seller hereby accepts the cession. If the reserved goods are sold with an object which does not originate with the seller or if they are used in executing work agreements, the cession shall apply only to the sum of the value of the joint title of the reserved goods.
 5. The purchaser shall be entitled to collect the ceded claims. If the seller demands it, the purchaser has to indicate the cession. The purchaser has to inform us without delay of impending seizures of the reserved goods or of the ceded claims. Authorization on the part of the purchaser to dispose of the reserved goods and to collect the ceded claims shall expire in the event of non-compliance with the conditions of payment as well as in the event of protests of a bill of exchange or of cheque. In this case, the seller shall be entitled, after setting an appropriate period, to take possession of the reserved goods. There shall be withdrawal from the agreement in the event of taking back the goods only if the seller expressly declares this to be the case. The costs which arise from this are borne by the purchaser. The seller shall, moreover, be entitled to revoke the authorization which has been given to the purchaser for collecting the ceded claims and to collect the claims himself. The purchaser shall be obliged to issue the seller with the information and documents which are necessary for collection.
 6. If the value of the existing securities exceeds the secured claims by more than 10 %, the seller shall to that extent be obliged to release the securities of his choice at the request of the purchaser.
- 8. Models and moulds**
1. The purchaser shall deliver to the seller correct data, drawings, samples and other specifications of the parts to be made. Modifications to the draft or instructions shall be communicated to him in writing at the latest with the receipt of the acceptance of our offer. The purchaser shall be liable for the correct design of models and moulds in the data, drawings and other instructions, as well as for the intended use being ensured by means of the specified design.
 2. In coordination with the purchaser, the seller shall be entitled to make modifications to moulds, which are to be confirmed in writing by the purchaser, insofar as this is necessary according to his specialist assessment in respect of the realization of the order.
 3. The purchaser shall be obliged to bear the costs for necessary modifications to models and moulds. Insofar as the purchaser makes models available, these are to be sent to the seller free of charge. The seller shall be entitled to demand that the purchaser takes back the models which have been sent to him. If he does not meet this demand within three months, the models may be sent back at his expense.
 4. Models shall be kept by the seller for two years. The MasterMould which has been made by him to fulfill the order shall remain his property. The MasterMould shall be kept for half a year. It is no longer usable after this period for reasons specific to the material.
 5. Liabilities for the event of loss or deterioration shall be excluded insofar as there is no deliberate or grossly negligent action. The seller shall not be obliged to insure against fire or unforeseeable events.
- 9. Proprietary rights**
1. If proprietary rights of third parties are violated when goods are manufactured in accordance with the purchaser's data, drawings, images, samples or other specifications, the purchaser shall release the seller from claims on the part of the owner of the proprietary rights which result from this. Drawings and documents which have been delivered to the purchaser as well as proposals for an advantageous design of the models and moulds which have been made by the seller may not be passed on to third parties and may be reclaimed by us at any time. They may not be copied, filmed or reproduced in any other way. The seller shall reserve his ownership of title, his copyright and his other proprietary rights. In the event of consequent losses arising in this connection, he shall be entitled to demand compensation.
 2. The purchaser may enforce against the seller claims arising from copyright or commercial proprietary rights in respect of models and manufacturing facilities which have been sent to the seller or which have been manufactured or obtained at his commission only if the purchaser has indicated existing proprietary rights.
- 10. Place of fulfillment and place of jurisdiction**
1. The place of fulfillment and place of jurisdiction for all claims shall be Karlsruhe. The seller shall also be entitled to institute legal proceedings against the purchaser at his place of residence or place of business.
- 11. Final provisions**
1. Solely the law of the Federal Republic of Germany shall be applied to the contractual relationship to the exclusion of the UN law of sale.
 2. Should a provision in these General Terms and Conditions of Business or a provision in our other agreements be ineffective or become ineffective, the effectiveness of all other provisions or agreements shall not hereby be affected. The parties to the agreement shall be obliged to replace any ineffective provision with a provision which is as similar as possible in its effect in terms of its content and economic result.

Karlsruhe, March 2009

MAUS GmbH

Rotationsgiessformen

Am Viehweg 9 76229 Karlsruhe

www.maus-gmbh.de