

GENERAL SALES CONDITIONS OF COLLIN Lab & Pilot Solutions GmbH
Version 5.0, as at December 11th, 2018

1. SCOPE OF APPLICATION

1.1 All deliveries and services of COLLIN Lab & Pilot Solutions GmbH, Gewerbestrasse 11, 83558 Maitenbeth, Germany („COLLIN“) to a customer („CUSTOMER“), with regard to a product resp. line offered by COLLIN (both hereinafter called „PRODUCT“), also future deliveries and services, shall be subject to these general sales conditions („GSC“) in the current version, regardless of whether reference is made to them in any specific case.

1.2 For the delivery of PRODUCTS, only these GSC shall exclusively apply. Terms and conditions of the CUSTOMER, which deviate from the present GSC, conflict with them or amend them will only be part of the contract and only then if COLLIN does explicitly agree with their validity. Silence, reference to such terms and conditions and/or acts of performance by COLLIN shall not be deemed to constitute consent.

1.3 Additional or diverging agreements, subsidiary agreements and/or warranties resp. amendments of these GSC as well as any other explanations relevant to the issue require, for their legal validity in each individual case, the explicit, prior written and signed confirmation of COLLIN.

2. OFFERS, ORDERS AND CONTRACT CONCLUSION

2.1. Unless otherwise provided by the offer, this offer is subject to change without notice and not binding.

2.2 Orders of the CUSTOMER will only be effective and binding if COLLIN provides the CUSTOMER with a written order confirmation (letter form, fax or email), at the latest however upon delivery of the goods or rendering of service. On delivery of the goods resp. rendering of service, a liability only begins by a corresponding degree, even if a corresponding order and/or order confirmation should contain additional delivery of the goods or rendering of service.

The CUSTOMER will immediately check an order confirmation. In the absence of anything to the contrary, no later than 10 days after the receipt of the goods, the order confirmation is accepted as correct and complete. Especially in the absence of anything to the contrary, also demands of the necessary infrastructure at the customer, system environment with regard to software included, are confirmed as binding.

2.3 Information in offers and /or order confirmations of COLLIN which is based on an obvious error, namely typos or calculation errors, an incorrect term or a comparable error, does not oblige COLLIN. Rather, the obvious intention will apply.

2.4 Unless not otherwise provided in the order confirmation, the prices indicated shall apply „ex works“ (EXW Incoterms 2010), packaging costs for the PRODUCT included. The prices do not include the statutory VAT; the VAT is stated in the invoice separately at the applicable rate at the date of invoice. Provided that no fixed price has expressly been agreed, the delivery, service and PRODUCT prices of COLLIN valid on the date of delivery shall apply.

2.5 The CUSTOMER is not entitled to offset claims of COLLIN resp. to the right of retention with regard to any claims against COLLIN, unless the CUSTOMER'S counterclaims are undisputed or legally established.

2.6 COLLIN expressly reserves the right to subcontract sub-suppliers.

2.7 In the event that between dispatch of the order confirmation and delivery, according to Article 5.5, there is a period of more than six (6) months, COLLIN reserves the right to pass on price increases to the CUSTOMER. COLLIN will inform the CUSTOMER about price increases.

2.8 If COLLIN submits an offer and this offer does not result in an order, COLLIN reserves the right to charge the offer, estimates and/or accompanying documents (e. g. plans) to the CUSTOMER'S account.

3. PRODUCTS, SCOPE OF DELIVERY

3.1 The PRODUCTS correspond to the expressly referenced and relevant product descriptions, brochures, assembly plans, order confirmations etc. in the description/offer or information about characteristics of prototypes (as capacity, dimensions, material etc.) as far as they are provided by COLLIN and as far as COLLIN has explicitly confirmed them, in the relevant and confirmed scope. Moreover, information regarding the PRODUCT are only roughly applicable.

3.2 In any case, the replacement by equivalent components, differences which are customary in the trade, which are the result of legal provisions or which represent technical improvements is acceptable and remains reserved, as long as the usability of the contractually intended purpose is not impaired.

3.3 Orders have to describe the PRODUCT in detail; unclear information in the order documents must not be at the expense of COLLIN.

3.4 Unless otherwise specified in an individual agreement in written form, the liability of COLLIN only includes the expressly described PRODUCTS up to the corresponding specified interface to the infrastructure resp. the services of the CUSTOMER and does not include the duty to interface adaptation, integration resp. connection. COLLIN is not obliged to consider the infrastructure provided by the customer. Insofar as not otherwise expressly agreed resp. in Article 11.4 specified to the contrary, transport and/or installation of the PRODUCTS are not part of the service and must be organised by the CUSTOMER. Furthermore, the CUSTOMER is responsible for obtaining any necessary approvals.

3.5 Unless otherwise explicitly confirmed by COLLIN, lines from COLLIN are designed for a connection to a customer's power supply system: 400 Volt, 50 Hz. TN-S-net according to IEC 364-4-41 (L1, L2, L3, N, PE; N loaded; max. $\pm 10\%$ mains fluctuations. The paint of the product is in RAL 1007 and RAL 9002, the labelling is in German.

3.6 The scope of delivery corresponds to the valid regulations of the German authorities as well as the supervisory boards referring to:

- the Accident Prevention Regulations (the Employer's Liability Insurance Association and Medical Authority relevant for the employer) and the technical regulations valid at the time of quotation process,
 - the VDE regulations and
 - the equipment safety law (9.GPSGV),
- if and so far as they apply to the scope of delivery.

The scope of delivery is considered as machine according to the machine directive 2006/42/EG – EMV directive 2014/30/EU. When delivery is realised, an EC declaration of conformity is presented. The line has the CE label. Exceptions are components, which will be installed in an entire system by the CUSTOMER. Here, the CUSTOMER, as system integrator, is responsible for the compliance with the EC machinery directive.

3.7 The CUSTOMER is obliged to immediately check the offer of COLLIN, in particular if all necessary data for the adaptation of any interfaces to the infrastructure, which has to be made by the CUSTOMER, are contained in the offer. Moreover, the CUSTOMER will check if the offered PRODUCT is suitable with regard to the CUSTOMER'S infrastructure, especially e. g. regarding dimensions, weight etc. and if any safety related equipment has been considered. At the latest when placing the order, COLLIN must be informed about any modifications of the specifications as well as requests for additional information. If modifications are necessary, COLLIN will check them for their realisability. If they are realisable, but would result in a modification of the scope of delivery, COLLIN reserves the right to modify the offer, price included. At any case, later information, which result in a modification of the scope of supply resp. of the costs shall be deemed to be a request for modification subject to a charge.

3.8 The indicated price includes a documentation of the line according to the valid machine directive referred to in paragraph 11.11 of these GSC. However, if documentations are required according to special requirements of the CUSTOMER, e. g. technical specifications combined with requirement and functional specification required by the CUSTOMER, COLLIN reserves the right to charge these additional expenses. If these additional expenses were not clear during the preparation of the offer, COLLIN will estimate the costs after having taken note. The settlement is effected with the last rate according to paragraph 4.1 of these GSC.

4. TERMS OF PAYMENT

4.1 Unless in a particular case otherwise agreed, payments have to be made in advance and in EURO either by effective bank transfer or – with prior written agreement by COLLIN – via irrevocable letter of credit. COLLIN reserves the right to grant its approval only after the offered letter of credit has been confirmed by a bank accepted by COLLIN. The due date is the not-binding delivery date resp. at the latest the day of delivery of the PRODUCTS to the CUSTOMER according to EXW (Incoterms 2010), works COLLIN, as stipulated in the order confirmation.

Unless otherwise agreed, the following terms of payment shall apply:

- 30% on receipt of the order confirmation by COLLIN
- 60% upon notification of readiness for dispatch and before transfer to transport
- 10% after installation and start-up, but at the latest 60 days after products have been ready for pick-up

4.2 In case of partial delivery, due payment has proportionately to be made. In case of late payment of just one single instalment, payment target shall be deemed to have been missed and the entire residual amount will become due immediately.

4.3 If the CUSTOMER, after prior written agreement by COLLIN, pays in another freely convertible currency other than the invoice currency, the CUSTOMER bears the foreign exchange risks and all currency translation differences resulting from the payment obligation; especially, he does not have the right to refund of any currency exchange rate advantages. Bank charges shall be borne by the CUSTOMER.

4.4 COLLIN is entitled to withhold the corresponding service until the corresponding payment has been made in full. Payment shall be deemed to have been effected if COLLIN has free disposal of the amount agreed upon at the COLLIN head office.

4.5 Furthermore, COLLIN reserves the right to only perform against advance payment resp. payment bond if, after having signed the contract (Article 2.2), COLLIN becomes aware of circumstances which are of a nature to considerably reduce the CUSTOMER'S credit worthiness and on account of which the payment of outstanding demands from the corresponding order is put at risk. For lack of payment of the advance payment or provision of security within 14 days after request, COLLIN is entitled to withdraw from the contract without any other time limits. Any further claims remain unaffected.

4.6 From the due date and in accordance with § 247 BGB, the CUSTOMER acknowledges the obligation to pay default interest of 9% over the current basis rate of interest.

4.7 Only any undisputed or established as final and absolute claims, counterclaims or royalty claims by the CUSTOMER do entitle to charge and postpone due payments beyond their due date.

5. DELIVERY

5.1. Unless otherwise agreed in advance in writing, all deliveries are effected according to INDOTERMS as amended from time to time, EXW Maitenbeth; place of fulfilment is the plant of COLLIN in Maitenbeth. The CUSTOMER organises the dispatch and bears the corresponding costs. The CUSTOMER is responsible if he wants to insure the dispatch. Should COLLIN organise the dispatch, the date of transfer of risk remains the same.

5.2 Deliveries are executed by COLLIN in accordance with the operational possibilities and within a delivery time of approx. 6 months after placing the order and after clarification of all commercial and technical details as well as demands on safety equipment (cf. Article 3.5 above). The delivery date can exactly and bindingly be fixed in the order confirmation resp. in another, separate document. In any case, the delivery period will not start prior to (a) the receipt of the stated, finalized details countersigned by COLLIN as well as demands by an order confirmation, (b) the performance of all obligations by the CUSTOMER especially not prior to COLLIN'S receipt of all information, documents, approvals provided by the CUSTOMER as well as (c) due down payment according to Article 4.1. COLLIN will provide the PRODUCT in appropriate packaging for pick up.

5.3 The delivery time is deemed to be met if COLLIN indicates the readiness for dispatch within the corresponding period.

5.4 The CUSTOMER explicitly complies with partial deliveries reasonable for him. The CUSTOMER will accept them and pay for them according to the payment terms according to Article 4.

5.5 At the latest 14 days in advance, COLLIN will provide the CUSTOMER with the announcement of the readiness to deliver. COLLIN will provide the PRODUCT in appropriate packaging for pick up by the time stipulated.

5.6 If the dispatch resp. provision of PRODUCTS, especially also allowed partial deliveries, which are ready for shipment, is delayed because of reasons caused by the CUSTOMER or if the CUSTOMER unjustifiably refuses to accept delivery (e. g. because of subsequent requests for modification according to Article 3.7) or does not pick up the PRODUCTS or if COLLIN cannot timely dispose of the purchase price due, the transfer of risk is effected by the indication of readiness for dispatch and COLLIN can store the PRODUCTS concerned at the cost and risk of the CUSTOMER and all costs after transfer of risk are charged to the CUSTOMER'S account.

5.7 COLLIN will inform the CUSTOMER as soon as a delay has been detected for whatever reason. The CUSTOMER will grant COLLIN at least two appropriate grace periods, unless it is reasonable for the CUSTOMER.

5.8 Any delays in delivery, which are to be assigned to the CUSTOMER'S sphere, especially e. g. in the case of any modification requests by the CUSTOMER, do not constitute a delay and result in a corresponding prolongation of the delivery period.

5.9 Unforeseeable circumstances and/or circumstances that cannot be influenced by COLLIN, e. g. all cases of force majeure, acts of war, official interference and prohibition, delay in transport and customs clearance, damages in transit, lack of energy as well as labour dispute which prevent COLLIN from providing services do not trigger a delay in delivery. The above mentioned circumstances also entitle to extend the delivery period if they occur at COLLIN'S subcontractors. Furthermore, a delay in delivery resp. non-fulfilment by COLLIN'S subcontractors does not trigger a delay. COLLIN will inform the CUSTOMER about such circumstances as soon as they are known.

5.10 COLLIN can withdraw from the contract if, regarding an event according to Article 5.6 or 5.9, a termination of the respective event is not foreseeable.

5.11 PRODUCTS can differ from their defined specifications (Article 3) without resulting in a delay if only unessential discrepancies arise. Minor discrepancies are especially such discrepancies, which do not stop an intended use of the PRODUCT.

6. TRANSFER OF RISK

However, with the departure from COLLIN'S plant resp. place of dispatch, at the latest upon transfer to the forwarding agent resp. freight carrier, the risk shall pass to the CUSTOMER, irrespective of whether delivery is effected in full or in part or COLLIN has undertaken services exceeding the dispatch of the PRODUCT as e. g. installation of the PRODUCT or conclusion of a transport insurance. In the event of a deviating agreement, the risk shall be transferred to the CUSTOMER at the latest with acceptance of the PRODUCT. In case of events according to Article 5.6 above, the date of transfer of risk mentioned therein is valid.

7. LIABILITY FOR DEFECTS

7.1 The CUSTOMER is only entitled to claims arising from warranty for defects regarding defects, which already exist when risk is transferred. A defect exists if the PRODUCTS do not correspond to the description in expressly referenced and relevant product descriptions, brochures, installation plans, end-user documentations, offers, etc. or information on the properties of prototypes (capacity, dimensions, materials etc.) as far as they are originated from COLLIN and COLLIN has explicitly confirmed them in the extent respectively confirmed. Moreover, no liability is assumed for certain functions, availabilities, suitability for the intended uses of the CUSTOMER and/or and the like, unless otherwise confirmed and accepted by COLLIN in any individual case. This applies correspondingly to any software, which is part of the PRODUCT resp. which will be delivered together with the PRODUCT.

Furthermore, COLLIN guarantees that the PRODUCTS, when risk is transferred, correspond to the relevant, generally applicable, binding technical standards and legal provisions valid at time of ordering in the country of the CUSTOMER'S corporate address. Any further liability is expressly excluded, especially e. g. for plant safety resp. sectoral and/or company specific guidelines or if alleged errors resp. defects are caused by incomplete or incorrect provision of information to COLLIN.

7.2 In any case, COLLIN does not accept any liability for defects for wear parts such as V-belts, heating bands, thermal sensors and filter pads.

7.3 In view of any software, which is part of the PRODUCT resp. which will be delivered together with the PRODUCT, it is expressly stated that this software does not correctly run and/or does not run without interruption. This software is programmed according to the corresponding PRODUCT. Moreover, any warranty is limited to defects, which are verifiable and reproducible by the CUSTOMER.

7.4 The CUSTOMER cannot derive any rights, especially no rights arising from a defect, from such discrepancies of the PRODUCTS against COLLIN, which do not or only unessentially affect the suitability of the PRODUCTS for the recognizable use and/or the value of the PRODUCTS.

7.5 The warranty rights prescribe within 12 months from the point of transfer of risk. The CUSTOMER is liable to legal examination and defect notification obligation § 377 HGB and must respectively examine the PRODUCTS resp. corresponding software and at the latest within ten (10) days, he must censure in writing (registered letter) with a detailed description of the alleged defect, otherwise the PRODUCT is deemed to be approved. For hidden defects which, by its very nature, cannot be recognized resp. ascertained and which cannot be discovered even with careful examination by a prudent entrepreneur, COLLIN also guarantees 12 months beginning with the transfer of risk. Hidden defects must be censured within this 12 months-period and within ten (10) working days after the date the defect has been evidenced; if the CUSTOMER has already recognized the defect during normal usage at an earlier date or the defect should have been recognized, however, this earlier date of recognisability is relevant for the beginning of the notice period. By the fulfilment of a warranty claim, the warranty period does not begin again.

7.6 The correction of a defect in a PRODUCT confirmed by COLLIN is effected at the option of COLLIN by repair/improvement or compensation delivery unless the CUSTOMER can argue that this is not reasonable. Expressly reserved remains the improvement by providing an alternative solution, which is mainly comparable to the defective one. Also with regard to any software, COLLIN expressly reserves the right to make an improvement by workaround resp. an alternative program with the same functions.

7.7 If an improvement or compensation delivery is not reasonable for the CUSTOMER or if the improvement or compensation delivery is not done within the appropriate period of time set by the CUSTOMER resp. if this is refused, the CUSTOMER can withdraw from the contract, enforce a reduction of the purchase price within the extent permitted by law or claim damages under Article 8 below. Furthermore, the CUSTOMER agrees to grant COLLIN an additional possibility for improvement resp. compensation delivery.

7.8 The CUSTOMER will provide COLLIN with a written description of the alleged defect and will describe in detail when and during which activities the defect appears. Within a reasonable period of time, COLLIN will inform the CUSTOMER how to proceed with the part rejected.

7.9 (Partial) Returns of other parts and/or plant components which have not been released in advance by COLLIN lead to the expiration of any warranty claim including any disassembly or transport costs, unless the defect of the component/plant component under guarantee is clearly recognizable.

7.10 If the CUSTOMER makes any modifications, disassembly or other works at the PRODUCT resp. if he reprograms, adapts or modifies the PRODUCT by some means of other and/or integrates it into a total system and/or to entitle a third party to carry out these activities or if the claimed defect originated as the result of improper usage of the PRODUCT, violation of operation and service notes resp. if the defect is caused by any influences/circumstances outside of COLLIN'S control such as a modification of the operational resp. system environment of the CUSTOMER, COLLIN'S liability does not apply for defects insofar as the defects are caused through this.

7.11 Parts replaced become COLLIN'S property. If COLLIN has instructed the CUSTOMER according to Article 7.4 to return the PRODUCT rejected resp. its component, in default of return, within 30 days from receipt of this instruction, COLLIN is entitled to compensation for the PRODUCT resp. the PRODUCT component.

7.12 The CUSTOMER is only entitled to claims on warranty of title regarding existing defects at passage of title as defined as follows. That PRODUCTS are free from copyright and industrial property rights (both hereinafter "property rights") of a third party is only owed at the place of delivery. Moreover, regarding patent or utility models of a third party, COLLIN is only responsible for defects of title if and insofar the PRODUCT itself and in its respective concrete configuration according to the order confirmation does violate an apparatus claim under patent resp. utility model law.

7.13 Should COLLIN, after the previous section, be responsible for a defect of title, COLLIN will, at its option and its own cost (a) modify or exchange the PRODUCT in such a way that any third party rights are no longer infringed, but that the PRODUCT supplied continues to fulfil its contractually agreed functions or (b) deliver an alternative PRODUCT with the same function or (c) procure the right of use for the CUSTOMER by concluding a licence contract. If this does not succeed within a reasonable period of time, the CUSTOMER can withdraw from the contract, demand an adequate reduction of price or compensation instead of performance, whereas the limits of Article 8 below must be observed. The CUSTOMER is not entitled to any further claims against COLLIN resp. its vicarious agents.

7.14 In any case, COLLIN does not assume any liability and is not liable for the case that the manufacturing procedures or any other procedures applied by using the PRODUCTS as well as the results produced by using the PRODUCTS do violate property rights, especially patents or utility models of a third party. In fact, the CUSTOMER itself is responsible that by using its PRODUCTS – especially the applied procedures and the gained results – no property rights of a third party are violated. In case of culpable violation of this obligation by the CUSTOMER and the corresponding claim against COLLIN by a third party because of an infringement of an industrial property due to a delivery of PRODUCTS to resp. due to the use of PRODUCTS by the CUSTOMER resp. due to the resulting end product/result, the CUSTOMER will indemnify COLLIN from all claims of the third party and will make up COLLIN for the damage occurred in this regard.

7.15 In case of other loss of the above mentioned rights, the CUSTOMER will immediately inform COLLIN in writing in the event that claims are made against him due to the infringement of such rights, won't submit any explicit or implicit, direct or indirect declaration of acknowledgement, will leave any action of defence or negotiations to COLLIN and will wait for the instructions from COLLIN.

7.16 Should the third-party components used prove to be defective, COLLIN will assert its warranty claims against the third-party manufacturer for invoices of the CUSTOMER or assign them to the CUSTOMER. In case of such defects of third-party products, the CUSTOMER only has a warranty claim under other conditions and in accordance with these GSC if the legal enforcement of claims against such third-party manufacturers has been unsuccessful or if it will obviously and verifiably not possible within a reasonable time, e. g. because of insolvency of the third-party manufacturer concerned.

8. LIABILITY

8.1 COLLIN'S liability for claims or other payment claims, for whatever legal reason, especially due to impossibility, default, defective or incorrect delivery, breach of contract, breach of obligations and/or unauthorised action is limited in accordance with this Article 8. This limitation of liability does correspondingly apply for institutions, legal representatives, employees and/or other agents of COLLIN.

8.2 In case of damages caused in a wilful and grossly negligent way, COLLIN is responsible according to the relevant legal prescriptions.

8.3 The liability for grossly negligent damages but other than damages caused by the violation of essential contractual obligations and except damages caused by injury to life, body or health is limited to typical, foreseeable damages. Essential contractual obligations are obligations, which only enable the proper implementation of the contract and the observance of which the other party relies on and may rely on.

8.4 In case of liability according to Article 8.3 for violations of essential contractual obligations, furthermore, the liability is limited to COLLIN's corresponding and existing liability insurance.

8.5 In case of a slight negligence, the liability of COLLIN is limited to damages arising from the injury to life, body or health as well as damages arising from the violation of essential contractual obligations. If essential contractual obligations are violated, the liability is limited to the indemnity of those damages that are typically expected to occur.

8.6 In case of liability according to Article 8.5 for violations of essential contractual obligations, furthermore, the liability is limited to COLLIN's corresponding and existing liability insurance.

8.7 Any further claims by the CUSTOMER, whether from contract or delict, are excepted, so that COLLIN is not liable for damages to the PRODUCT resp. software and/or damages which exceed any mandatory legal product liability claims including in particular damages caused by defect, consequential damages caused by defect and/or incidental damages, consequential damages, lost profit, business interruption, data loss, indirect damage and financial loss.

8.8 In the context of product liability, COLLIN is only liable for personal injuries and for such property damages suffered by a user. In any case, liability, with regard to a software, only exists for such damages, which verifiably result from reproducible errors.

8.9 Within the above-mentioned framework, COLLIN guarantees that the PRODUCTS correspond to the relevant, generally applicable, binding technical standards and legal provisions valid at the time of ordering in the country of the CUSTOMER'S corporate address. Any further warranty, especially e. g. for plant safety resp. sectoral and/or company specific guidelines, is expressly excluded. Warranty shall be excluded in particular if alleged errors resp. defects are caused by incomplete or incorrect provision of information to COLLIN.

8.10 Should COLLIN provide consulting services, which exceed the contractually agreed scope and/or provide other technical information, this shall be done free of charge and without any liability.

8.11 Modifications of the PRODUCT, the failure to respect operating instructions, improper use, non-compliance with product information, the use of non-original parts of COLLIN, misuse and/or external influences/circumstances outside of COLLIN'S control shall relieve COLLIN from any liability concerning damages, which have arisen through this.

8.12 In any case, excluded claims are claims caused by errors and/or damages which have been caused by malware, computer virus and/or breaking the law by a third party. Also excluded are claims caused by errors and/or damages which result from improper use resp. non-compliance with the suitable care by the CUSTOMER necessary with regard to different types of software resp. with regard to the PRODUCT and in consideration of the technological possibilities. This especially concerns e. g. the use of improper data carriers and/or system components, a missing suitable firewall resp. safety measures which correspond to the state of the art as well as deployment of unqualified personnel.

8.13 COLLIN assume no liability for PRODUCTS and/or services delivered resp. rendered according to the guidelines given by the CUSTOMER and/or by using the materials provided by the CUSTOMER. In case of a resale of the PRODUCT, the CUSTOMER commits himself to transfer this limitation of liability to future customers.

8.14 The liability limitations resp. exclusion of liability defined in this Article 10, shall not apply regarding claims of fraudulent concealment or in case of a guarantee of quality for the PRODUCT concerned. A guarantee of quality shall only be considered issued if a statement is expressly defined as guarantee of quality.

9. RESERVATION OF TITLE

9.1 The right of ownership of the PRODUCT remains with COLLIN until the purchase price has been paid in full by the CUSTOMER. In the event that the CUSTOMER fails to meet its payment obligations, by declaring the withdrawal from the contract, COLLIN can reclaim the PRODUCT and the CUSTOMER has to return it on first request. Intellectual property is never transferred, Article 10 below shall apply.

9.2 Without prior written approval by COLLIN, the CUSTOMER shall not be entitled to pledge, to transfer of title for the purpose of securing a debt or to create similar legal positions. Should the PRODUCTS be subject of distrains, impoundments and/or be the justification of comparable legal positions of a third party, the CUSTOMER will immediately inform COLLIN in writing, including all information.

9.3 A resale is only allowed in a proper course of business. In case of such a resale and until the purchase price has been paid in full, the CUSTOMER assigns the debts caused by the resale of the product – in a separate form or as component of a whole product - to the extent of the value of the PRODUCT to COLLIN. Until cancellation, the CUSTOMER shall be entitled and obligated to collect the debts assigned from its customers; at the same time, COLLIN's rights to collect the assigned book account itself remains unaffected.

9.4 COLLIN can inform the CUSTOMER'S customer about the assignment at any time and COLLIN shall be entitled to secure the PRODUCT resp. the whole item resp. to apply the customers for direct payment of the corresponding amount to COLLIN if the CUSTOMER does not fulfil its contractual obligations, especially if he is in default with paying the purchase price or if COLLIN becomes aware of circumstances, which are likely to reduce the CUSTOMER's credit worthiness. The performance of returning and securing shall not be deemed to be a withdrawal from the contract and do not abrogate the CUSTOMER'S obligations, especially payment of the purchase price.

9.5 A treatment or processing of the PRODUCT under retention of title is always effected for COLLIN as proprietor. If the PRODUCT is processed, connected or mixed with foreign goods as inseparable part of the resulting item, COLLIN obtains joint ownership of the whole item according to the value ratio of the components. Possible rights, rights to remuneration or claims of the CUSTOMER from such an integration against a third party are assigned to COLLIN by the CUSTOMER already upon integration.

9.6 The CUSTOMER will maintain the PRODUCT and keep it in a correct condition, especially, he will immediately inform COLLIN about repairs which become necessary and maintenance and inspection works and he will have such works carried out and contract appropriate insurance. COLLIN reserves the right to inspect the goods subject to reservation of title at any time.

9.7 In case of a reasonable withdrawal from the contract by COLLIN, COLLIN is entitled to take back the PRODUCT under retention of title, can use it and can allocate the proceeds to the existing claims against the CUSTOMER.

10. INDUSTRIAL PROPERTY RIGHTS

10.1 COLLIN is entitled to all industrial property rights resp. intellectual property rights in connection with the resp. of PRODUCTS and their manufacturing processes, their application and/or the procedure performed as well as of components, software resp. the corresponding source and object code as well as the user documentation, procedures, plans, sketches, descriptions, drawings, manuals, assembly instructions, calculations, offers, cost estimates and other technical documents as well as samples, catalogues of prototypes, brochures, figures and the like – especially patent rights, trademark rights, design rights, copyright and other design rights and/or rights to know how and commercial, technical and operational information and these rights shall remain with COLLIN. With the exception of a single entitlement to designated use of the PRODUCT in its concrete configuration and design by the CUSTOMER and as provided by COLLIN, the CUSTOMER is not entitled to any rights, especially no license rights or rights of use.

Only the CUSTOMER shall be entitled to these rights and these rights are not transferable or sublicensable. Only COLLIN is entitled to use and dispose these rights and to apply property rights and/or to protect its rights elsewhere. The CUSTOMER shall not be entitled to modify the appearance of the PRODUCT in any way; in particular, he must not remove or modify any brands or signs of COLLIN.

10.2. If the CUSTOMER is provided with manuals, end-user documentations or comparable instructions resp. other information, these will only be provided as support for proper operation of the PRODUCT. If the delivery item is a software resp. if the PRODUCT contains a software, the right of use only applies to that PRODUCT for which the software has been purchased resp. with which the software is delivered for the purpose of operation for and only for the period of time of the active use of that PRODUCT and is limited to the period of time of the use of the PRODUCT by the CUSTOMER himself.

The CUSTOMER is not entitled to use these documents resp. software and/or their source resp. object code in any further way than the operational use of the PRODUCT, in particular analyse, copy, disseminate, process resp. modify, provide, send or list them regardless of what form and on which data carrier and regardless whether known or unknown at the time of conclusion of the contract. Excepted from this are only any, mandatory legal accorded rights as part of the use of the software especially such rights according to Directive 2009/24/EG of 23 April 2009, Article 5 and 6, under the conditions and requirements specified therein.

10.3 Should COLLIN, at the CUSTOMER'S request, release the transfer of COLLIN documents to the CUSTOMER'S customers, the CUSTOMER is obligated to inform its customers about the aforementioned rights of COLLIN and oblige them to comply with and to pass on the aforementioned regulations. In case of violations, the CUSTOMER shall be liable for the conduct of its customers as it is for its own.

Any advertising material, including in particular product brochures, catalogues or leaflets, with which the CUSTOMER is provided by COLLIN for passing it on to customers who are end-customers shall be passed on in the form received by COLLIN without prior approval by COLLIN.

10.4 All rights to services, knowledge, developments, inventions etc. which are created as part of service provision by COLLIN are exclusively and overall those of COLLIN, irrespective of whether the CUSTOMER was involved in service provision by some means or other. Any rights created on the CUSTOMER'S side are automatically transferred and passed on to COLLIN with the origination of services, knowledge, developments, inventions etc. and moreover, COLLIN owns the exclusive worldwide user rights. In particular, COLLIN also has the exclusive right to apply for protective rights. With regard to the application for protective rights, the CUSTOMER won't assert any rights, especially also no right of prior use.

10.5 The CUSTOMER is not entitled to modify brands or other signs of COLLIN, to remove them from the PRODUCT, the packaging and/or from accompanying documents and/or to use them if they are removed. Should the CUSTOMER resale a PRODUCT, he may not modify or remove the fitted signs.

11. ACCEPTANCE TEST, INSTALLATION, COMMISSIONING, DOCUMENTATION

11.1 Unless otherwise agreed upon, an acceptance test of the PRODUCT is effected in the COLLIN plant. 4 weeks in advance, COLLIN will inform the CUSTOMER in writing about the completion of the PRODUCT and the expected acceptance date, as soon as the date is foreseeable.

11.2 The CUSTOMER is obliged to realise the acceptance test at the CUSTOMER's expense and to ensure the presence of a person, who has the knowledge necessary for the acceptance test and who has been provided with a power of representation that this person can decide with binding force for the CUSTOMER whether the acceptance test was successful or not according to the following provisions.

11.3 If COLLIN refuses resp. delays the acceptance test without any reason after notification of the readiness for dispatch for the purposes of Article 5.1 resp. 5.5, by way of derogation from Article 4.1, the last instalment of 10% does not become due but the 60-day time limit is postponed in such a way that this time limit does not start before notification of readiness for acceptance. If an acceptance test fails due to fault of COLLIN, the 60-day time limit will be interrupted until the acceptance test has been successful.

11.4 If the CUSTOMER prevents the scheduled and timely acceptance test by delaying the scheduled acceptance date by more than one week for whatever reason and/or does not send a person resp. such a person to the acceptance test, who does not have the required power of representation (paragraph 11.2), the delay will be taken into account for the payment deadline in favour of COLLIN by keeping running the payment deadline continuously. Damages, delays and/or other circumstances during the acceptance test, which are caused by the person sent by the CUSTOMER, will be charged to the CUSTOMER and entitle COLLIN to demand a possible fair compensation from the CUSTOMER.

11.5 The acceptance test is effected according to the criteria agreed upon in each individual case. Unless otherwise agreed upon, the PRODUCT is ready for acceptance if it corresponds to the scope of supply defined in an order confirmation. If the offer contains specific specifications which are expressly confirmed/accepted by COLLIN in writing, these specification must also be fulfilled. Irrelevant deviations from the corresponding acceptance test criteria – those which do not prevent the proper operation resp. the use agreed of the corresponding PRODUCT – do not preclude an acceptance test. The burden of proof

for the existence of essential defects lies with the CUSTOMER. If essential defects cannot be remedied with an effort which is reasonable for the corresponding defect, COLLIN will carry out the remedy at its own expense.

11.6 A report on the acceptance test is created. If the CUSTOMER is present during the acceptance test, he has to sign the acceptance test report. At any forfeiture of a corresponding right, any malfunction resp. functional defects have to be stated resp. described in the acceptance test report.

11.7 Transport and installation of the product in the CUSTOMER'S plant have to be organised by the latter at its own expense. Also any transport and/or installation insurance has to be contracted by the CUSTOMER who has to bear the corresponding costs. The CUSTOMER is not responsible for the organisation of the installation if setup and installation of the PRODUCT is realised by COLLIN.

11.8 The setup and installation in the CUSTOMER'S plant is effected without the presence of any COLLIN employees if the PRODUCT is one or more single standard equipment(s). Upon the CUSTOMER'S wish and at the CUSTOMER'S expense, COLLIN can submit a separate offer for installation service or installation advisory service. If the PRODUCT is a complete line, installation is effected by COLLIN according to the general installation conditions in the respectively applicable version and the prices mentioned therein.

11.9 If the acceptance test or another acceptance test is effected in the CUSTOMER'S plant, the following shall apply. Any damages to the PRODUCT caused by the delivery to the CUSTOMER'S plant by the CUSTOMER do not result in a delay with which COLLIN is reproached resp. in a failure to achieve the acceptance test. If a delay is caused in the course of an installation which has to be realised by COLLIN, the conditions separately agreed upon shall apply. The burden of proof lies with the CUSTOMER.

11.10 In any case and irrespective of the other circumstances, the CUSTOMER is not entitled to put the PRODUCT into operation prior to a successful acceptance test. In the case of a breach, all still outstanding payments become immediately due, also in the event that the acceptance test has failed for reasons for which COLLIN is responsible. Regarding damages and other consequences in conjunction with a start-up of a successful acceptance test, COLLIN assume no liability.

11.11 With each PRODUCT, COLLIN will provide the CUSTOMER with a documentation which contains a technical description of the PRODUCT and its operation including onefold in German language in the format DIN A4 (assembly drawings larger) and 1 x electronic on a CD. If the CUSTOMER requires versions in another language, the CUSTOMER has to bear the costs for the translation.

12. CONFIDENTIALITY

12.1 In connection with the provision of services with regard to the PRODUCT, COLLIN will provide the CUSTOMER with various confidential information ("secret information") resp. the CUSTOMER can otherwise obtain secret information. At the latest upon acceptance of this secret information which particularly include the information and items mentioned in Article 10.1 as well as other drawings, sketches, photos, descriptions, calculations, formulas, test results, knowledge and know how, concepts, data on electronic data carriers, samples, prototypes, items etc. whether in oral, written, graphic, electronic or other form, the CUSTOMER accepts COLLIN'S rights thereon and the obligation to observe the absolute confidentiality of the secret information. Secret information include in particular also the information resulted and created in connection with the project as e. g. according to Article 10.4.

12.2 The CUSTOMER obligates himself not to provide a third party with secret information, neither in total nor in parts, nor in the same or modified form without prior written acceptance by COLLIN and to take all necessary precautions in order to avoid that unauthorized persons have access to this information. In particular offer documents and information, including drawings, calculations, descriptions, and/or samples from COLLIN must not be passed on, published or copied or otherwise handled in a way that third parties get access without prior written approval by COLLIN.

In principle, the CUSTOMER is allowed to use secret information for intended use of the corresponding PRODUCT in its factory. If the use for intended use of the PRODUCT could result in public knowledge, the prior written approval by COLLIN has to be obtained and all instructions issued by COLLIN have to be followed. Until further instructions by COLLIN, information has to be kept absolutely confidential by the CUSTOMER.

In any case, any use outside the project is not allowed; moreover, it is not allowed to use secret information after termination of the project and/or for the CUSTOMER'S purposes or purposes of third parties, neither in the original nor in a modified or processed form.

12.3 In case of orders which have not been placed, all secret information has to be returned to COLLIN within 3 working days automatically, in case of placed orders upon request at any time. Any copies must be destroyed.

Especially also with termination of the use of the PRODUCT, the CUSTOMER has to return all secret information; any copies, including electronic copies must permanently be deleted resp. must be rendered unusable. The CUSTOMER'S right of retention is expressly excluded for whatever reason.

12.4 The CUSTOMER'S confidentiality agreement also applies to all employees or third parties instructed by the CUSTOMER and without regard to the type and legal structure of the relationship. The CUSTOMER undertakes to impose the corresponding confidentiality agreement on this group of people and to point it out periodically. On request, COLLIN has to be provided with the names of this group of people and the evidence of the imposition of the confidentiality agreement shall be provided.

13. SUPPLEMENTARY PROVISIONS, REPAIRS

13.1 In principle, COLLIN agrees to repair PRODUCTS in accordance with the following mentioned conditions but a concrete repair confirmation only becomes binding with a written confirmation and the conditions mentioned therein, especially performance period resp. service costs. A repair confirmation should under no circumstances be interpreted as acknowledgement of an obligation to repair, neither in the course of a warranty claim nor of any other claim. The performance period defined in a cost estimate is an estimated value; fixed dates cannot be guaranteed.

13.2 Cost estimates are only prepared because of a special enquiry, are only prepared in writing and are only binding in written form, provided that it is expressly described as „binding“. Oral information about expected repair costs and/or lump sum confirmations are without obligation. Any repair work is rendered in accordance with the corresponding conditions included in the offers. In case of doubt, the conditions defined in these GSC shall apply.

14. DATA PROTECTION

The CUSTOMER agrees that its data – also any personal data of the CUSTOMER, its employees or the customers or business partners of the CUSTOMER – which he has passed on to COLLIN in connection with the business relationship may be recorded and processed for the purpose of accounting and customer documentation of COLLIN and/or companies affiliated with COLLIN and also as reference for advertising. The data is used by COLLIN and/or companies affiliated with COLLIN in order to comply with the law, to process payment transactions and for advertising and reference purposes. The CUSTOMER guarantees that he has received approval from its customers and consumers for this data use and will release COLLIN and/or companies affiliated with COLLIN from all relevant claims.

15. ASSIGNMENT OF RIGHTS AND DUTIES

The CUSTOMER may only transfer this rights and duties under these GSC and the order/purchase order to a third party only upon the prior written approval by COLLIN in each individual case. COLLIN is entitled at any time, to transfer its rights and duties under these GSC and order to a company affiliated with COLLIN or to a third party without requiring the agreement or approval of the CUSTOMER.

16. GENERAL

16.1 Should individual or several provisions of these GSC, for whatever reason, be declared void, inadmissible or unenforceable, this will not affect the other provisions whereby these GSC must be interpreted in such a way as if void, inadmissible or unenforceable provisions were not contained herein. The contractual partners are independent partners and furthermore not connected on the basis of this business relationship and are neither contractually connected nor are they connected by the right to represent.

16.2 In the relationship to the consumers, the provisions of this contract only apply to the extent as they do not contradict relevant, statutory provisions, in particular also those of the consumer protection right.

16.3 Non-observance or delay of the enforcement of a right stipulated for the relationship of the contractual partners is not deemed to be a relinquishment on it for this case or future cases. A waiver of rights is only effective if relinquished in writing by the party entitled to the claim.

16.4 Article 7 to 13 remain valid, also after the expiry of this agreement resp. a cooperation between the CUSTOMER and COLLIN, irrespective of the reason for the expiry. With regard to these duties, the CUSTOMER shall ensure that they are transferred to all the other customers of a PRODUCT.

16.5 These GSC apply to any successors of the CUSTOMER and, where necessary, the CUSTOMER will ensure a transfer.

17. COURT OF JURISDICTION, APPLICABLE LAW

German law is applicable to this contract. The application of the provisions of the Vienna Convention on contracts for the international sale of goods and the conflict of law provisions of international private law is expressly excluded.

Exclusive jurisdiction for all civil disputes arising from and/or in connection with the business relationship between the CUSTOMER and COLLIN is Munich, Germany, if the customer has its registered office in an EU Member State, Island, Norway or Switzerland. If the CUSTOMER has its registered office in another country, all civil disputes in accordance with the Rules of Arbitration of the International Chamber of Commerce arising from and/or in connection with the business relationship between the CUSTOMER and COLLIN must be decided by an arbitrator appointed by mutual agreement by the CUSTOMER and COLLIN because of the lack of agreement according to this legal system. Place of arbitration is Zurich, Switzerland. Language of court is German.

Irrespective of the present jurisdiction agreement, COLLIN reserves the right to assert omission claims and/or claims for interim legal protection before any authorities whatsoever, state courts included, irrespective to the legal order.