

The Terms and Conditions of Sale and Delivery of GALAB Technologies GmbH - "GALAB" -

1. General / area of application

All offers shall be accepted and executed solely in accordance with the following terms and conditions. If orders are placed with GALAB, these terms shall be regarded as binding for business dealings with GALAB. GALAB shall not recognise any terms of the customer which contradict or deviate from these terms, unless GALAB has expressly agreed to them in writing.

These terms and conditions of sale shall also apply if GALAB should effect delivery to the customer without reservation in the knowledge that the customer has terms which contradict or deviate from these terms. In dealings with consumers in the meaning of s. 13 of the German Civil Code (BGB) these terms and conditions shall only apply to the extent that the law does not provide any more favourable arrangement for the consumer.

2. Offer, binding effect

GALAB's offers are subject to change without notice. If nothing to the contrary is set out in the offer, GALAB shall be bound by the offer for two weeks as from the date that the offer is made. If the customer's order is an offer in the definition of s. 145 of the German Civil Code, GALAB may accept this offer within two weeks in as far as the customer does not expressly state anything to the contrary.

3. Prices, terms of payment

In as far as no price is stated in GALAB's offer, the prices shall be based on GALAB's applicable price list or on GALAB's usual price for the goods. In as far as nothing to the contrary is expressly agreed, the purchase price shall be due for payment within 14 days as from the date of the invoice, with no deductions. If the customer is late in paying the invoice GALAB shall be entitled to demand default interest at the statutory rate. GALAB reserves the right to claim higher damages due to default. If the customer is late in paying the invoice when it becomes due, GALAB shall be entitled to make the execution of orders that have been accepted, but not yet executed, conditional on the customer making advance payment at GALAB's request. The customer shall only have the right to set off claims, if its counterclaims have been recognised by a non-appealable judgment, are undisputed or have been recognised by GALAB. The customer shall also have no right of retention due to contentious counterclaims.

4. Delivery period, passage of risk, packing expenses

GALAB shall supply the products subject to its own deliveries having been effected. The delivery dates stated in the offer, the order or the acknowledgement of the order shall not be binding unless GALAB gives an express assurance in writing that a delivery date is binding. If GALAB cannot comply with a non-binding delivery date, the customer may request GALAB to deliver within a reasonable time three weeks after the non-binding delivery date has been overstepped. GALAB shall be in default on the expiry of this time limit.

In the case of default the customer may set GALAB a reasonable extended deadline pointing out that it will refuse to accept delivery after the expiry of the extended deadline. If the deadline expires to no avail, the customer shall be entitled to rescind the contract or claim damages for typical foreseeable damage due to non-performance. The customer may only claim damages due to non-performance in the case of intent or gross negligence.

In the case of delivery, the customer may only claim compensation for damage due to late delivery if GALAB is at fault, having acted with intent or gross negligence.

As long as nothing to the contrary results from GALAB's offer or acknowledgement of the order, delivery shall be made from the place where GALAB has its principal place of business. Goods that are ordered shall be shipped at the customer's risk, even if GALAB is obliged to deliver carriage paid. On request GALAB shall ship the goods to the customer without any change in the place of performance. If the goods are shipped at the customer's request, GALAB shall ensure that they are properly packed and entrusted to a reliable carrier. GALAB shall only take out transport insurance in as far as this has been expressly requested by the customer. The costs of transport and any insurance requested shall be borne by the customer. GALAB shall pay these costs by way of disbursement and the customer shall reimburse GALAB for these expenses within ten day on receipt of an invoice.

5. Reservation of title

GALAB shall retain full title to all goods that it supplies until all claims due to GALAB on the delivery date have been paid in full. If bills of exchange or cheques are tendered this shall apply until they have been redeemed and irrevocably credited to GALAB. All goods supplied by GALAB may only be sold or worked in the proper course of business, but not pledged or assigned by way of security.

6. Complaints about defects / material defects

The recipient of the goods must check them immediately after they have arrived. Any defects must be immediately reported to GALAB after the receipt of the consignment indicating the order data, the number of the invoice and the despatch number GALAB.

All consignments which prove to have a material defect shall be improved or redelivered gratuitously (at GALAB's choice) if such defects occur within the limitation period, in as far as the defect originates from a time prior to the passage of risk.

Claims against GALAB due to defects shall be come statute-barred in 12 months. This shall not apply in as far as longer limitation periods are prescribed in s. 479 para. 1 of the German Civil Code (right of recourse).

If complaints are made due to defects the customer may only withhold payment to the extent that is reasonable to do so with regard to the actual material defects. If the complaint is unjustified GALAB shall be entitled to demand compensation from the customer for the expenses that it has incurred.

First of all GALAB must always be given the opportunity to render subsequent performance within a reasonable time limit. If the attempt at subsequent performance fails, the customer may rescind the contract or reduce the consideration - without prejudice to any claims for damages set out in clause 7.

Claims for damages in cases of defects shall not be recognised in the case of only a slight deviation from the agreed quality, only a slight impairment of use or if the damage has been caused after the passage of risk as a consequence of improper or negligent handling.

The customer shall only have a legal right of recourse against GALAB in as far as the customer has made no agreements with its own customer that go beyond the statutory claims in cases of defects.

Claims for damages shall be governed by the terms in clause 7 below. The customer shall have no further claims or other claims against us due to a material defect.

7. Other claims for damages

The customer shall have no claims for damages or expenses, neither in contract nor in tort, no matter on what legal grounds.

This shall not apply in as far as liability is imposed by law, e.g. under the Product Liability Act, in cases of intent, gross negligence, death, physical injury or damage to health due to the breach of major contractual obligations. However in the case of a breach of major contractual obligations liability shall be limited to the typical foreseeable damage under the contract, in as far as there has been no case of intentional damage or gross negligence or as long as there is no liability for death, physical injury or damage to health. These provisions do not imply a reversal of the burden of proof to the customer's detriment.

In as far as the customer has claims for damages in accordance with the above terms, these claims shall become statute-barred at the end of the period of limitation applicable to such claims due to material defects, as set out in clause 6.

8. Place of jurisdiction

The place of jurisdiction for all litigation under the contract is Geesthacht, in as far as the other contracting party deals as a business. This contract shall be governed by German law. The UN Sales Convention shall be excluded.