

**A. General**

(1) Our conditions of sale and delivery are valid exclusively. The customer's conditions of delivery and payment and/or general terms and conditions do not apply to us and should be considered as rejected, even if we do not expressly contradict them. Our conditions of sale and delivery are also valid if we deliver to the customer without reservations, knowing that the customer's conditions contradict or deviate from our conditions of sale and delivery.

(2) Unless otherwise agreed, these conditions form part of all sales and deliveries to the customer. Our conditions of sale and delivery only apply to purchasers.

**B. Quotations and Acceptance of Orders**

(1) Our quotations are subject to change without notice, unless they contain a written statement to the contrary. Associated documentation, such as brochures, diagrams, drawings, etc., are only approximate in terms of design, dimensions, weights, etc, unless we indicate that they are binding. We reserve the right of ownership and copyright for this documentation.

(2) Orders will only be accepted in writing (including fax with confirmation).

(3) Custom made products cannot be returned.

**III. Prices and Payment**

(1) Our prices are subject to change without notice, F.O.B. works Bloomfield Hills, Michigan, including packaging, excluding freight and insurance plus sales tax where applicable. Freight (as well as insurance if requested by customer), are listed separately on the invoice.

Our invoices are payable:

Within 30 days of date of invoice, net terms only.

Advance payments are due immediately net terms only, even if the customer's terms state otherwise and have not been expressly contradicted.

Once an order has been confirmed, if requested by the customer, any modifications made to technical details will be charged additionally to the customer. This includes the cost of design drawings, project development plans and plant layouts.

(2) The acceptance of bills of exchange and checks is at our discretion and is only on account of payment. If the payment schedule is not met, and based on the date we receive payment, we are entitled to an interest rate of 24%, without having to give special notice of default. In addition we will charge a onetime late fee in the amount of \$ 35.00. Any collection charges are payable by the customer.

(3) Payments received are allocated to the oldest outstanding account.

(4) If a customer fails to meet the terms of payment or if circumstances become known, which could adversely affect the credit-worthiness of the customer, we reserve the right to demand immediate full payment of our account, without reference to the agreed terms of payment.

We can also demand payment of any account, for which we have accepted bills of exchange on account of payment, regardless of whether the bills of exchange are still in our possession or have been passed on for discount or withdrawal, provided that it can be proven that the bill of exchange has not yet been cashed by the drawer. We may then choose to only dispatch remaining deliveries, especially part deliveries, if payment is made in advance or, if the customer subject to immediate payment has defaulted on payment, to cancel the supply agreement or to demand payment of damages for non-performance.

(5) The customer is entitled to offset rights if his counterclaims are found to be legally enforceable, are undisputed or are recognized by us. Furthermore, he is authorized to exercise his right of retention only insofar as his counterclaim is based on the same contractual relationship.

**C. Dispatch and Passage of Risk**

(1) On dispatch of the goods, the risk is passed to the customer on loading the works in Munich, even if freight prepaid delivery has been agreed.

(2) If not specified in writing by the customer, the choice of shipping route and transportation is without special agreement at our discretion, and we are not liable for any damages.

(3) If dispatch is delayed through the fault of the customer, the risk is still passed to the customer on notification that goods are ready for shipment. We are entitled to store and to have the goods insured against damage at customer's risk and expense.

**D. Delivery Schedules/Delay**

(1) The delivery schedules agreed with us only begin once the technical and commercial details of an order have been completely settled. The delivery schedule begins with the forwarding of the order confirmation, but not before the provision of documentation, permits and approvals by the customer. Subsequent modifications to the details of an order will lead to corresponding delays in the delivery schedule, without requiring the express agreement of the customer.

(2) The delivery schedule will be delayed accordingly by the consequences of industrial disputes, especially strikes and lockouts, and in the event of unforeseen difficulties, such as manufacturing problems or a lack of raw materials, which are outside our control. This also applies if these circumstances affect our suppliers. In critical cases, we will inform the customer as soon as possible of the beginning and end of such difficulties. If the delay caused by these difficulties exceeds six weeks, then both contractual partners have the right to cancel the agreement for the affected scope of performance, whereby the only consequence is that any advance payments made will be reimbursed. No other claims can be made.

(3) The delivery schedule is met if the notification that goods are ready for shipment has been sent or the goods have left the works before this period expires.

(4) We only default on performance after the customer has set us a period of grace of at least 20 days and this period has elapsed.

(5) If the delivery schedule, including the appropriate period of grace, is not met, then claims for damages can be put forward. In this case, we are only liable for the invoice value of those goods that were not delivered on schedule. We are not liable for damages in the event of ordinary negligence. The customer is only entitled to damages for nonperformance at the level of foreseeable damage if the delay is caused by intention or gross negligence; otherwise the claim for damages is limited to 50% of the incurred damage. We are not liable for economic loss.

(6) We reserve the right to make part deliveries. These are considered as partial performance of the agreement. In this respect, the customer does not have a right to withdraw the agreement.

**E. Reservation of Ownership/Assignment of Outstanding Accounts/Right Removal**

(1) Our deliveries are subject to the reservation of ownership. The goods remain our property until all outstanding accounts associated with our business relations with the customer have been paid in full. On an open account, the reservation of ownership acts as security for the balance owed to us.

(2) If the conditional commodity is connected to or mixed with other objects, we are owners or co-owners of the new object or mixed stock.

If the conditional commodity is processed to form a new item, it remains our property in all stages of production. Processing is always for our benefit. The processed goods are our security to the value of the conditional commodity. In the event of processing by the customer with other goods that do not belong to us, we are co-owners of the new item. Our ownership share is proportional to the value of the conditional commodity in relation to the other materials used. The new item resulting from the processing is considered to be the conditional commodity in the sense of these conditions.

(3) The customer has a duty to keep the conditional commodity for us with due commercial care. We are entitled to insure the goods at his expense.

(4) The customer must not pledge the conditional commodity or assign it as security. He must notify us immediately of any attachments and other encroachments on our rights by third parties.

(5) The customer is entitled to sell the conditional commodity within the framework of a proper business transaction, but must transfer the reservation of ownership in the proportion determined by us.

(6) The accounts receivable from third parties due to the resale are now transferred to us by the customer, either in full or to the level of our co-ownership, in the form of security.

(7) Provided the customer fulfils his duties of payment, he is entitled to collect the accounts transferred to us from the resale. The revenue owed to us must be forwarded to us as soon as it is received. At our request, the customer must provide us with the name of the debtor for the transferred account and inform him of the transfer. We are also entitled to inform the buyer of the transfer in his name.

(8) The reservation of ownership is immediately transferred to the customer as soon as our accounts have been paid in full. If the value of the securities owed to us exceeds the total account payable by the customer by more than 20%, then we have a duty to release them as we see fit at the customer's request.

(9) When accounts are due or payment has been demanded (cf. III, 4) we reserve the right to take immediate possession of the goods supplied by us if previous requests to surrender possession, including in the form of self-help, have proved unsuccessful. If the customer does not exercise his right to refuse entry to his property, we reserve the right to involve at least one neutral witness when taking possession of the goods and to inform the customer of this act immediately in writing in the presence of the witness.

(10) Repossession based on the reservation of ownership or when exercising the legal right of removal is not considered as withdrawal from the agreement.

**F. Guarantee / Warranty**

(1) Seller guarantee's a full functional product based on all measurements and tolerances as shown in seller's product catalog. Warranty is excluded after delivery of goods to the customer. The goods cannot be returned to the seller without written agreement. Seller takes no responsibility for damages occurred due to non-observance of technical applications as stated in sellers product catalog.

(2) We reserve the right to check deliveries that are subject to complaints. Goods that are subject to complaints cannot be returned due to natural wear, improper handling, overload, or incorrect selection of material by the customer in terms of resistance to chemicals etc., or if the buyer makes changes, or allows changes to be made.

(3) In case of defect goods, we can choose to rectify the fault, replace the original delivered object free of charge, or issue a credit note for the value of the object (subject to its return). Freight charges are payable by the customer.

(4) We are not liable for damage, which did not occur on the delivered object itself, nor are we liable for consequential damage caused by defects. Furthermore, we are not liable for lost earnings or other economic loss incurred by the customer.

(5) This warranty disclaimer does not apply if the damage is caused by intention or gross negligence. However, the obligation to pay damages is limited to foreseeable damage. It does not apply if the customer puts forward a claim for damages for nonperformance due to the absence of a product property agreed in the contract.

(6) Our liability is limited to the provisions laid out in paragraphs (4) and (5), as far as this is permitted by law. Insofar as our liability for damages is excluded or limited, this also applies for all claims for violation of confidence in the preparation of a contract, violation of subsidiary duties, in particular for claims based on product liability.

(7) Insofar as our liability is excluded or limited, this also applies for the personal liability of all persons employed by us in any capacity.

(8) For third-party products delivered by us and built-in parts not manufactured by us, the warranty period is extended or reduced in terms of time and content according to the claims that we are entitled to make to upstream suppliers and are able to enforce without argument. We reserve the right to transfer our claims against upstream suppliers to the customer in order to fulfill the conditions of this warranty. In this case, the customer has a duty to put forward these transferred claims against our suppliers of third-party products and to legally enforce them before he puts forward claims against us.

**G. Place of Performance and Court of Jurisdiction**

The place of performance and court of jurisdiction is Oakland County, Michigan. If we so choose, the court of jurisdiction may also be the customer's domicile.

**H. Invalidity**

The invalidity of individual parts of these general terms and conditions does not render the remaining parts or the sales agreement itself invalid. This applies in particular in the event of a contradiction of the law governing General Standard Terms and Conditions or the resulting court decisions.