

General Terms and Conditions of Sale by RG Mechatronics GmbH, called here RGM

1 Application, Definitions

1. These General Terms and Conditions apply to all current and future contracts between RGM and a customer (hereinafter: the Customer) relating to the sale of Goods or the rendering of services by RGM to the Customer.
2. These General Terms and Conditions only apply to Entrepreneurs and entities of public law. In particular, they do not apply to Consumers
3. In these General Terms and Conditions the following terms have the meaning as set forth in this paragraph (3)

Entrepreneur: each individual, corporate entity or business partnership acting on behalf of his/her own commercial or professional business.

Consumer: any individual not acting on behalf of his/her own commercial or professional business.

Goods: each thing delivered by us, including any accessories included in the sale such as, e.g., software and instruction manuals.

4. Beside these General Terms and Conditions, only statutory law and individual agreements shall apply. Any other general terms and conditions, whether contrary or supplementary (e.g., purchase conditions of Customer), shall not become part of the contract unless their application is explicitly approved by us in writing. This shall apply even if we accept a Customer's order while being aware of such Customer's contrary or supplementary general term and conditions.

2 Contractual Conclusion, Modifications

1. Our offers shall not be binding. Technical specifications, shape, color and/or weight are subject to reasonable modifications.

3 Prices, Payment

1. All our prices are quoted ex works "Seefeld" (Upper Bavaria), save as otherwise stated in our offer or price list or agreed upon between the Customer and us. If we send Goods to a different place upon Customer's request, the Customer shall bear any costs resulting therefrom, in particular for transport, package and insurance.
2. Our prices exclude any statutory VAT or sales tax, whether domestic or foreign, as well as any customs and similar charges. Such taxes, customs and charges shall be borne and paid by the Customer in addition to the purchase price.
3. Our invoices shall be payable free of any deduction within 14 days from the invoice date.
4. Unless default occurs earlier, the Customer shall be in default with any payments due on him if a period of one month has elapsed after complete delivery of the Goods.

5. If it is agreed that the Customer will instruct his bank (or another bank acceptable to us) to issue a letter of credit, such letter of credit shall be issued in accordance with the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (ICC) as amended from time to time.
6. The Customer shall not be entitled to set off any counterclaims unless such counterclaims are either undisputed or have been accepted by us or have been finally determined by a court of competent jurisdiction.
7. The Customer shall not be entitled to exercise any right of retention against our claims unless such right is based on a counterclaim resulting from the same contractual relationship.

4 Retention of Title

1. We retain full title in the Goods until Customer has fully paid all claims arising from the business relationship.
2. The Customer shall be obliged to treat the Goods with adequate care. He shall notify us without delay in the event of any seizure of the Goods by any third party, as well as in the event of any damage to or destruction of the Goods.
3. The Customer shall have the right to manufacture or to process the Goods within the ordinary course of business. However, the following provisions shall apply in the event of such manufacture or processing, or in the event that the Goods are mixed with other goods, in each case until all claims arising from our business relationship with the Customer have been fully paid:
 - a. The manufacture or processing of the Goods is performed in our name and on our behalf.
 - b. If the Goods are mixed or inseparably linked to or fitted into other goods or otherwise processed, then we shall acquire ownership in the results of such processing jointly with the other owners involved. The percentage of our joint ownership shall correspond to the ratio between the invoice value of our Goods and the invoice value of the other goods involved in the processing.
4. The Customer shall be entitled to resell the Goods and the results of any processing of the Goods in the ordinary course of business.
5. The Customer hereby assigns to us all claims vis-à-vis third parties resulting from any resale of the Goods in the amount of the invoice value (including VAT). We hereby accept such assignment. The first and second sentence of this paragraph shall apply, *mutatis mutandis*, in the event of any resale of results of any processing of the Goods; if, however, there arises a conflict with the assignment of such claims to other suppliers of goods involved in the processing, only such quota of the claim is assigned which corresponds to the ratio between the invoice value of our Goods and the invoice value of the other goods involved in the processing. The Customer shall be authorized to collect the claims assigned to us. If, however, the Customer is in default with any payments to us we reserve the right to withdraw such authorisation and to collect the claims ourselves after prior notice to the Customer. In this event the Customer shall inform us upon our demand of the claims and the debtors, and shall provide us with any other information and documentation that may be necessary for the collection, and shall disclose the assignment to the debtor .

6. If the Customer is in default with any payments or in breach of obligations according to paragraph (2) of this section 4, we are entitled to rescind the contract and to demand that the Goods be returned to us.

5 Defective Goods

1. Where Goods are defective, we shall at our own choice either repair the defects or replace the defective Goods. If within reasonable time the defective Goods are neither successfully repaired nor replaced, the Customer shall be entitled to claim at his choice a proportionate reduction of the purchase price or to rescind the contract.
2. Unless a longer period is granted in writing, any claims because of defective Goods stated in paragraph (1) of this Sec. 5 shall be time-barred within a period of limitation of one year as from delivery of such Goods. Any Customers' rights arising from obvious defects may only be claimed if we are notified within a period of two weeks as from delivery of the Goods to the Customer.
3. The provisions of this Sec. 5 shall neither restrict any statutory claims of Customer to damages (see, however, Sec. 6), nor any guarantee granted by us (see, however, section 7).

6 Compensation for Damage

1. Any liability to damages arising from the negligent violation of non-essential contractual obligations shall be excluded unless such violation constitutes gross negligence.
2. To the extent our liability is not excluded, our liability for damages arising from slightly negligent breaches of contractual obligations shall be limited to such damage which was foreseeable for us when we entered into the contract.
3. If and to the extent that a slightly negligent breach of contractual obligations is due to defective Goods, any claims to damages resulting therefrom shall be time-barred within a period of limitation of one year as from delivery of such Goods.
4. The provisions of this Sec. 6 shall neither apply to any of Customer's claims under the German Product Liability Act ("Produkthaftungsgesetz"), nor to any breach of contractual obligations by managing directors or other members of the top management, nor to any damages arising from the violation of life, body or health of individuals. The provisions of this Sec. 6 shall not restrict any rights of Customers under any guarantee granted by us (see, however, section 7).

7 Guarantee

We do not grant any guarantee save to the extent that a separate letter, invoice or other piece of writing or individual agreement contains a guarantee statement.

8 Rights to Software

1. As far as the Goods include Software, the Customer shall be entitled to load, display, run, transfer and save such software provided, however, that this serves the use which the software is intended for or is performed for the purpose of testing, examining or monitoring the software in order to ascertain the underlying ideas und principles.
2. The Customer shall be entitled to make one (1) backup copy of the software.

3. The Customer shall be entitled to pass the software on to a successor. The software may only be passed on together with the delivered hardware as a whole and in its original state. The right to use the software passes on to the successor, who replaces the Customer for the purpose of this section 8, while at the same time the Customer's right to use the software ends; any copies made by the Customer must not be passed on to the successor but shall be erased immediately. The Customer shall be entitled to pass the software on to another user for temporary use; in this case the provisions of this subsection (3) shall apply *mutatis mutandis*.
4. We reserve all further rights to use and exploit the software. In particular, neither the Customer nor his successor nor any temporary user shall be entitled to use the software and/or any amended or processed version thereof without the hardware, or to disseminate or to decompile such software.

9 Proprietary Rights

1. The Goods are protected by patents and other proprietary rights of RGM and its licensors. These rights shall remain unaffected by the contract. In particular, nothing in the contract shall be construed so as to include a transfer or assignment of or licence to such patents and other proprietary rights.
2. Any inventions, improvements and other results achieved by RGM in the context of the Contract are the sole property of RGM, and RGM retains the sole and full right to file for patent and other protection of such results in its own name.
3. As far as the Goods include Software, the Customer shall be entitled to load, display, run, transfer and save such software provided, however, that this serves the use which the software is intended for or is performed for the purpose of testing, examining or monitoring the software in order to ascertain the underlying ideas and principles.
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6. We reserve all further rights to use and exploit the software. In particular, neither the Customer nor his successor nor any temporary user shall be entitled to use the software and/or any amended or processed version thereof without the hardware, or to disseminate or to decompile such software.

10 Applicable Law, Venue

1. The laws of Germany shall apply. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.
2. The courts of "Grafrath" (Upper Bavaria) shall have exclusive jurisdiction over all disputes arising from these General Terms and Conditions or from any contract governed by these General Terms and Conditions.