

## § 1 Ranges of Application

1.1 Our terms and conditions of sale and delivery apply exclusively. Any terms of the buyer that are in conflict with or differ from our vending or delivery terms are not recognized by us, unless we have agreed to their validity in writing. Our terms and conditions of sale and delivery are also valid if we carry out the delivery to the buyer without reservations and if we are aware of any contradictory or deviating conditions of the buyer.

1.2 All agreements made between us and the buyer for the purpose of the execution of this contract must be made in writing in this contract.

1.3 Our terms and conditions of sale also apply for all future transactions with the buyer.

## § 2 Quotation and Order

2.1 Our quotations are subject to change. Binding contracts of delivery will only be concluded through our confirmation of order unless a written contract has been concluded. If the order is to be qualified as a quotation according to § 145 of the German Civil Code [BGB], we can accept it within four weeks. All additional agreements and promises will not be effective unless included in the confirmation of order and/or confirmed in writing. Should the value added tax not be separately identified in the quotations, the price quoted shall be plus legal value added tax.

2.2 Orders which are to be carried out on the same working day on which they arrive at Nanotec, they must have arrived at Nanotec by 11 a.m. at the latest. Nanotec retains the right to adequately extend the delivery period of large orders for individual products.

2.3 Written orders which repeat a previous telephone order without expressly pointing out the repetition are considered to be a further order.

2.4 In case of writing, printing and calculation errors in the catalog, quotation, on the Internet or inadequate creditworthiness of the buyer, Nanotec retains the right to withdraw from the contract. In such cases, the buyer has no claim for damages.

2.5 All photographs, drawings, weight, measurement, performance or other constructional data in the catalog, quotation and on the Internet are only binding insofar as it has been expressly agreed upon. Nanotec retains the right of changes and deviations. The customer is solely responsible for the use intended by him for the ordered items.

2.6 Nanotec retains the right to agree the delivery period of large quantities separately.

## § 3 Prices and Terms and Conditions of Payment

3.1 All prices are quoted in Euro. Unless otherwise agreed, the prices are ex works plus dispatch and packing costs and plus sales tax in the currently valid legal amount.

3.2 Nanotec retains the right to increase catalog, quotation or Internet prices adequately if, after publication of the catalog, quotation and Internet, price increases occur, in particular due to collective wage agreements, an increase in material prices or currency fluctuations. These increases will be verified to the buyer on demand.

3.3 Unless agreed otherwise, the purchase price is to be paid net (without any deductions) within thirty days from the date of invoice or within ten days with 2% cash discount. If the buyer is in delay with payment, Nanotec shall be entitled to claim interest on the amount in arrears at the rate of 4% above the respective base rate of the Deutsche Bundesbank p.a. If Nanotec verifiably incurs higher costs, Nanotec will be entitled to claim these.

3.4 The retention of payments or the setting off of any counterclaims of the buyer disputed by Nanotec are not admissible.

3.5 If after the conclusion of the contract a considerable deterioration of the financial circumstances of the buyer occurs or if Nanotec is informed of a previous deterioration of the financial circumstances after the conclusion of the contract, Nanotec will be entitled to demand either payment in advance or a security payment at its discretion. In case of new customers, Nanotec retains the right of delivery against cash on delivery or payment in advance.

## § 4 Delivery

4.1 Unless agreed otherwise, delivery is ex warehouse Landsham. The risk will be transferred to the buyer as soon as the consignment leaves the works of Nanotec, also in the case of partial deliveries.

4.2 Information on the period of delivery is non-binding, unless the date of delivery has been bindingly agreed. § 2.1 of these terms and conditions of sale and delivery remains unaffected.

4.3 If the buyer grants Nanotec an adequate extension with threat of rejection after Nanotec has already been in delay, the buyer will be entitled to withdraw from the contract after the futile expiry of this extension. The buyer will only be entitled to claims for damages due to non-fulfillment up to the amount of the predictable damage if the delay is due to intent or gross negligence. Moreover, the liability for damage is restricted to 50 % of the damage incurred.

4.4 If Nanotec is in delay with delivery for reasons for which Nanotec is responsible, the buyer will be entitled to demand a generalized compensation for delay to the amount of 0.5 % of the net good value for each complete week of delay, to a maximum of 5 % of the net value of the goods.

## § 5 Outline Supply Contracts

5.1 If an outline supply agreement has been concluded, the buyer's period of acceptance is 12 months from the day of confirmation of the order unless any written agreement deviating from this has been made. The outline supply agreement is accordingly scheduled for a period of 12 months from acceptance of the first partial delivery based on the partial quantities resulting from this. After the expiry of the period of acceptance, Nanotec will be entitled to invoice the remaining goods at their discretion or to claim damages for the delay of acceptance. The amount of the damages generally amounts to 25% of the order value unless the buyer can prove a lower damage amount or Nanotec a higher damage amount.

5.2 Unless agreed otherwise, Nanotec will be entitled to pass on increases in material and wage costs to the buyer if the outline supply agreement exceeds a handling period of 12 months. 5.3 If the buyer states a binding date of delivery to Nanotec, he has to adhere to this date. If the buyer defers the stated binding date more than once, Nanotec has to be compensated for the resulting additional expenses at 50.- Euro flat per deferral.

## § 6 Retention of Title

6.1 The goods delivered remain the property of Nanotec until the buyer has paid all outstanding amounts which Nanotec has now or in future.

6.2 The buyer is entitled to resell the purchased goods in the regular business process; he now, however, surrenders all claims to Nanotec in the amount of the final invoice total (including VAT) that arise to him from the resale against his acceptor or third party and, as such, is independent of whether the purchased goods have been resold with or without processing. The buyer will remain entitled to collect the outstanding amount after the assignment. Nanotec's right to collect the account receivable themselves remains unaffected by this. However, Nanotec undertakes not to collect the account receivable as long as the buyer fulfils his obligations to pay from the proceeds received, is not in delay of payment and, in particular, there has been no application for a bankruptcy order or settlement proceedings or inability to pay exists. However, if this is the case, Nanotec may demand from the buyer to be informed about the assigned accounts receivable and their debtors, to provide all information required for collection, to submit the necessary documents and to inform the debtor (third party) about the assignment.

6.3 The processing or restructuring of the purchased goods by the buyer is always effected on behalf of Nanotec. If the purchased good are processed with another object which is not the property of Nanotec, Nanotec acquires the co-ownership of the new items in relation to the value of the purchased good to the other processed goods at the time of processing.

6.4 In the case of assertion of the retention of title, the buyer already declares the toleration of the entry of the business premises now for the retrieval of the retained goods.

## § 7 Guarantee

7.1 The warranty rights of the buyer require that the buyer has duly fulfilled his examination and complaint obligations pursuant to §§ 377 HGB.

7.2 In the case of sampled stepper, servo, linear and gear motors tested by the buyer before acceptance, any warranty is excluded unless they have been sufficiently tested in relation to performance, quiet running, life and operational conditions.

7.3 If the purchased good has a deficiency for which Nanotec is responsible, Nanotec is entitled to remedy the deficiency or supply a replacement at its own discretion. If Nanotec is not prepared to remove the deficiency/ supply a replacement or is not in a position to do so or if this is delayed for reasons for which Nanotec is responsible or if the removal of the deficiency or the supply of replacement fails in any other way, the buyer is entitled at his discretion to withdraw from the contract or to demand a corresponding decrease of the purchase price.

7.4 Unless agreed otherwise, any further claims of the buyer – for whatever legal reasons – are not admissible. Nanotec does not therefore accept liability for damages that do not occur to the article of sale itself, in particular Nanotec accepts no liability for loss of profits or for other financial losses of the buyer.

7.5 The above exemption from liability does not apply if the cause of the damage is based on intent or gross negligence. It is also not applicable if the buyer claims damages due to non-fulfillment of a guaranteed property according to §§ 463, 460 Para 2 BGB [German Civil Code].

7.6 If Nanotec negligently violates a contractual duty, Nanotec's obligation for compensation for damage to property or physical injury is restricted to the liability insured by Nanotec's products liability insurance. Nanotec is prepared to present the policy to the buyer on demand.

7.7 The warranty period is twelve months counted from the transfer of risk.

7.8 Nanotec is not the manufacturer of all products included in the scope of supply. The customer himself is responsible for the application of the products.

## § 8 Wrong Orders

8.1 The buyer is only entitled to return goods to Nanotec if he sends them back to Nanotec in the original condition and the original packaging and Nanotec has accepted the return consignment in advance in writing. In the case of a fault of the buyer (wrong order, double order, packaging unit not observed etc.), Nanotec is entitled to invoice the buyer for the contractual costs.

## § 9 Overall Liability

9.1 Any further liability for damage as provided by §§ 7.5 to 7.7 is excluded – irrespective of the legal nature of the claim made.

9.2 The stipulations according to Paragraph 1 do not apply for claims according to §§ 1, 4 of the Product Liability Act. The same applies for initial inability or impossibility.

9.3 Insofar as Nanotec's liability is excluded or restricted, this will also apply to the personal liability of Nanotec's employees, staff, representatives and vicarious agents.

## § 10 Export Control

10.1 In recognition of the American and other applicable (in particular, German) export control regulations, the buyer undertakes to obtain all required export licenses or other documents at his own cost before the export of the products or technical information, which he received from Nanotec.

10.2 The buyer undertakes not to sell, export, re-export, supply or pass on in any other way such products or technical information either directly or indirectly to persons, companies or countries if this violates any American or other (in particular German) laws or regulations. The buyer undertakes to inform the receiver of these products or technical information on the necessity to adhere these laws and regulations. The buyer is responsible for acquiring all licenses and export and import documents, which are required for the application of the products at his own cost. The rejection of an export license does not entitle the buyer to withdraw from the contract or claim for damages.

## § 11 Invalid Clauses

11.1 Should any individual clause(s) be or become invalid, this will not affect the validity of the other clauses in case of doubt. The General Terms and Conditions of Nanotec will continue to exist in all other aspects and the invalid clause will be replaced by an admissible clause which is as close as possible to the purposes of the contract.

## § 12 Place of Fulfillment, Legal Venue

12.1 If the buyer is a businessman, Nanotec's registered office is its legal domicile; Nanotec is also entitled to sue at the buyer's location.

12.2 Unless agreed otherwise in the confirmation of order, the registered office of Nanotec is Feldkirchen.

12.3 The application of the general UN purchase right (CISG) is excluded.

12.4 Any assignment of claims which the buyer incurs from its business relationship with Nanotec is excluded.  
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