

1. Scope

- 1.1 Solely the following conditions of delivery and payment are valid for all transactions and orders with our customers.
- 1.2 Unless we explicitly consent to them, customer's conditions differing from or conflicting with our conditions of delivery and payment are not recognised by us.
- 1.3 Our conditions of delivery and payment also apply to all future transactions with the customer.

2. Offers and Estimates

- 2.1 Our offers and estimates are without obligation and not binding. A contract comes into being only after we have confirmed the order in writing.
- 2.2 We may exceed an estimated price by up to 10%.
- 2.3 Should we be given an order on the basis of a written estimate, we will include any expenses arising from the estimate in the bill for this order.

3. Title and Copyright

We reserve title to and copyright on estimates, drawings, and other documents. Duplication of such documents or provision of such documents to third parties is forbidden without our prior written permission.

4. Delivery Conditions

- 4.1 The delivery period will be agreed upon for each order separately. Delivery periods and delivery dates are binding only upon our written acknowledgement.
- 4.2 The delivery period begins only after all authorisations, releases, information, and documents that are necessary and must be supplied by the customer have been provided by the customer.
- 4.3 In addition, piece counts, designations and values of the goods, and, in particular for previously used goods, all data relevant to the surface processing and treatment of the goods must be provided to us in good time. The goods must correspond to the drawings referred to in the order. Should data be incomplete, wrong, or should a defect not recognizable from the outside become apparent during processing, our delivery period is automatically extended until we can initiate and complete appropriate countermeasures.
- 4.4 The delivery deadline is met when we inform the customer that the goods are ready to ship or the goods to be treated have left our factory before the deadline has expired.
- 4.5 Events that we cannot foresee or that are beyond our control (e.g., acts of God, strikes and lockouts, stoppages, difficulties in obtaining material or energy, delays in transportation, lack of labor, energy or raw materials, actions by administrative bodies, difficulties in obtaining authorizations, in particular import and export licenses) extend the delivery period for the length of the disturbance and of its effects. This condition also applies when the difficulties affect our suppliers or arise during an existing delivery delay.
- 4.6 Should the circumstances in Item 4.5 make it impossible to perform the services agreed upon or make their performance economically unacceptable, we are not obligated to perform the services.
- 4.7 Should the delay in delivery due to the circumstances in Item 4.5 last longer than 6 weeks, the customer has the right to withdraw from the contract.
- 4.8 However, the customer has no claims to damages against us because of a temporary delay in performance or because the obligation to perform is no longer applicable because of the circumstances listed in Item 4.5. This condition is also valid after withdrawal from the contract by the customer.

- 4.9 Should we be responsible for a delay in performance due to ordinary negligence, the customer may demand damages. These damages amount to at most 0.5% of the amount of the order resulting from the (partial) performance that cannot be performed by us in time or in accord with the contract per completed week of delay. The absolute maximum of damages is 5% of the amount of the order.

- 4.10 Should shipment[of the goods] be delayed due to circumstances beyond our control,
- the customer assumes risk as soon as we have notified the customer that the goods are ready to ship,
 - we store the goods at the customer's expense,
 - we charge the customer at least 1% of the invoice amount for the stored goods per month for storage on our premises,
 - after setting an appropriate grace period and the expiration of this period without action, we have the right to withdraw from the contract, and, if the delay is the customer's fault, to demand damages instead of performance

- 4.11 We may demand 15% of the net delivery price as damages instead of performance. The customer has the right to show that no damage occurred or that the damage was less than this amount. We may prove that the damages are greater than the lump sum.

- 4.12 The customer assumes risk as soon as we ship the goods to be treated. This assumption of risk also applies to partial shipments or when we perform additional services such as delivery or when we assume shipping costs.

5. Conditions of Payment

- 5.1 Our prices are in € (EUR) ex works and include neither the VAT/sales tax applicable at the time of delivery nor expenses for any necessary packaging.
- 5.2 We accept discountable bills or authorized bills of exchange only upon written agreement. Checks and bills of exchange are credited to the customer on the day upon which they are credited to our account and at the net value (credited value minus fees) at which they are credited to our account.
- 5.3 Our invoices must be paid immediately after receipt and without any deductions.
- 5.4 Should the customer be in delay of payment, he must pay an interest of 8% above the basic interest rate on the amount due. We have the right to show greater damages due to the delay in payment.
- 5.5 The customer may exercise his right of retention or offset claims only when his counterclaims are undisputed, legally binding, or recognised by us.

6 Attachment of Property

- 6.1 Due to our claims arising from the transaction, we have a contractual right of lien to the goods treated by us.
- 6.2 The contractual right of lien also extends to claims resulting from previously provided services or from other services, as long as these services are associated with the objects of the present transaction. The contractual right of lien applies to other claims arising from the business relation only to the extent that these claims are undisputed or legally binding.

7 Acceptance

- 7.1 Should a formal acceptance inspection have been agreed upon, this acceptance inspection must take place in our plant.
- 7.2 The date of the formal acceptance inspection will set by mutual agreement among the parties. However, the acceptance inspection must occur no later than 14 days after we have notified the customer that the goods are ready to ship.
- 7.3 The customer bears the costs of a formal acceptance inspection, which we will invoice on the basis of our costs.

8 Warranty and Liability

8.1 We will handle the goods to be treated with the necessary care and appropriate methods according to recognised technical standards. Because of possible differences in structure or durability of the material used, hidden defects, unfavorable shape, defective construction, possible changes occurring during prior treatment, or prior use that has had a negative effect, no warranty will be given for success of the treatment, e.g., for freedom from distortion and cracks, for depth of the hardening, or adhesion of the coating.

8.2 Should our treatment of the goods not be successful because

- a) the customer has provided incomplete or incorrect information that was required according to Item 4.3, or
- b) we did not or could not recognise hidden defects in the goods to be treated before carrying out the work due, or
- c) characteristics of the material used, or of the form or the condition of the delivered goods made a successful treatment impossible and we did not or could not know this, the customer still owes us the fee upon which was agreed.

8.3 The customer can assert claims arising from liability for defects only when he declares reservations concerning possible defects at the time of acceptance. Acceptance must occur without delay, but no later than 7 days after we have completed our work. Should the customer later discover a defect, he must lodge a complaint concerning the defect with us in writing without delay, but no later than 3 days after discovery of the defect, otherwise all claims for damages due to defects lapse.

8.4 We bear the expenses necessary to rectify the defect.

We do not bear additional expenses due to the treated goods having been moved to another location than the customer's main place of business after the goods have been delivered or accepted unless this relocation corresponds to the intended use of the goods to be treated as specified in the contract.

8.5 The customer has the right to undertake correction of defects, to reduce the purchase price, or to withdraw from the contract only after we refuse to rectify the defect, the defect still exists after the expiration of an appropriate grace period, or our attempt to correct the defect is unsuccessful.

Correction of a defect is unsuccessful only after we have made two unsuccessful correction attempts.

8.6 Should our performance be only immaterially defective, the customer may request a reduction in the contractual price.

8.7 We are liable for damages not occurring directly to the goods to be treated only in case of

- a) intent or gross negligence,
- b) violation of important contractual obligations due to ordinary negligence, limited to the customary, foreseeable damages,
- c) culpable bodily injury, impairment of health, or injury leading to death,
- d) malicious silence with regard to a defect or lack of maliciously warranted qualities,
- e) claims arising due to product liability (Produkthaftungsgesetz).

Further claims against us do not exist.

9 Liability Limitation Period for Defects

9.1 The period during which warranty claims can be made against us is twelve months after delivery or acceptance (assumption of risk), however no longer than 12 months after arrival of the goods at the customer's place of business.

9.2 This period also applies to claims for compensation for economic loss not occurring directly to the treated goods, unless we are liable due to tortious acts.

9.3 The statutory limitations apply to claims arising from product liability, bodily injury, impairment of health, or injury leading to death

10 Final Provisions

10.1 This contract is subject to the laws of the German Federal Republic. In particular, it is not subject to the provisions of the CISG (United Nations Convention on Contracts for the International Sale of Goods from April 11, 1980).

10.2 The authentic language is German.

10.3 The place of performance and sole place of jurisdiction for deliveries, payments and disputes arising from this contract is Oerlikon Balzers VST's place of business in 79650 Schopfheim, Baden-Württemberg, Germany. However, we have the right to sue the customer at the place of jurisdiction for his place of business.

10.4 All agreements between us and the customer for the purpose of carrying out this contract must be in writing. Changes, supplements, and subsidiary agreements to this contract must also be in writing. In particular, our employees are required to confirm in writing oral subsidiary agreements or commitments that go beyond the contents of the written contract or that change these General Conditions of Delivery and Payment to our disadvantage.

10.5 The requirement that documents be in writing is also fulfilled by electronic documents with a qualified signature or by text-based transmission (fax and e-mail).

10.6 The above condition does not apply when solely written documents are required by law or when solely written documents have been agreed upon.