



**DTF Technology GmbH**  
Meschwitzstraße 21  
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Germany

#### General Terms and Conditions

##### Preliminary Note

These General Terms and Conditions will be applicable to any and all deliveries provided and services rendered by DTF Technology GmbH ("DTF"). Changes in the GTCs become from their validity also a component of current contracts if Customer does not object despite a special notice to his objection right within a term of one month after communication of the change. General Terms and Conditions of Customers unfold no legal effects.

##### 1. Contract of Sale / Transference of Rights and Duties

1. Customer is bound to the order for a term of ten days. The contract of sale is concluded if DTF has confirmed in writing the acceptance of the order of the purchase object within this term or the delivery has been performed.
2. The transference of rights and duties from the contract of sale needs the prior written approval of the contracting partner.
3. All arrangements are to be made in writing.

##### 2. Prices

The price is stipulated by DTF for every single order on the basis of a respective valid product specification. Price information in a quotation is based on an estimate of the necessary scope of services and is therefore noncommittal. Price increases because of risen personnel expenditure or material purchases are reserved. Fixed price arrangements are possible.

##### 3. Payment / Delay of Payment / Compensation

1. The purchase price, the prices of incidental services and costs following delivery of the purchase object are due in cash not later than thirty days after receipt of either a written delivery invoice or a note of charge.
2. Money orders, checks and bills are accepted only according to a special written agreement and only after calculation of all collection and discount charges.
3. If partial payments are arranged between DTF and Customer, and the latter is a juridical person or the credit is determined after the contents of the contract for his/her already carried out commercial or independent professional activity, the whole rest debt including up to the day of maturity of accumulated stipulated interest due if Customer has been more than three years by 5% of the partial payment price in delay with at least two partial payments following on each other all or part, and at least 10% with a term of the credit contract. The whole rest debt becomes further due if Customer puts his/her payments in general or if about his/her property the settlement proceedings or liquidation proceedings are applied. The identical one counts with a natural person as a Customer if the credit is determined for the admission of a commercial or independent professional activity, and the cash price exceeds EUR 50,000.00. Instead of demanding the rest of the debt DTF, regardless of its right according to Article 4 (2), can grant Customer a written extension of two weeks to the payment of the out-of-date amount with the explanation that he/she rejects the fulfilment of the contract on non-payment within the extension. After abortive expiry of the extension, DTF is entitled to withdraw by written explanation from the contract or to claim damages because of default; the claim to fulfilment is excluded.
4. A arrangement of the partial payments between DTF and the customer, which does not fall under Article 3 (3) allows DTF to give a notice and demand payment of the rest debt, if
  - a) Customer gets behind with at least two partial payments following on each other all or part and the out-of-date amount at least 10%, with a term of the partial payments of more than three years amounts to at least 5% of the partial payment price, and
  - b) DTF has put unsuccessfully to Customer a two-week term for the payment of the out-of-date amount with the explanation that it demands the whole rest debt on non-payment within the term.

Should DTF demand payment of the rest debt, this would decrease around the interest and other term to dependent costs of the partial payments which escape with calculation according to relay to the time after maturity of the rest debt.

Instead of demanding payment of the rest debt, in case of article 3 (4a) regardless of its right by Article 4(2), DTF may give Customer a written extension of two weeks with the explanation that DTF rejects the fulfilment of the contract by the customer on non-payment within the extension, and withdraws from this. After abortive expiry of the extension DTF may withdraw by written explanation from the contract; the claim to fulfilment is excluded.

5. Customer may charge against the claims by DTF only if the counterclaim of Customer is either indisputable or represents a legal title; Customer may assert only a right of retention, as far as it is based on claims from the contract of sale.
6. Interests on arrears are calculated with 5% p.a. above the bank rate of the German Central Bank. They are charged at a higher or lower rate if DTF has demanded a higher interest rate whereas Customer has submitted evidence of availability of lower interest rate, respectively.

##### 4. Delivery and Delay of Delivery

1. The date of delivery - binding or non binding - have to be contracted in written form. The date of delivery starts with conclusion of the contract. If later changes in the contract are made on agreement of both parties in written form, a new date of delivery can be given.
2. DTF can withdraw from the contract, if suppliers of DTF do not deliver on time to DTF and no congruent transaction can be made. The same applies, if the acquisition of raw material or the fabrication or the sending of the goods is not possible because of reasons of force majeure.
3. The Customer is responsible and liable for all damage, which is caused by dangerous properties of materials which are provided by the Customer to DTF. The customer is responsible to provide DTF with all information to properties, risks, handling processes, safety precautions, special descriptions and advices to materials delivered to DTF.

##### 5. Acceptance

1. Customer has the right to check the purchase object at the arranged place of delivery within eight days after receipt of the delivery notice, and the duty to collect the purchase object within this term.
2. If Customer intentionally or negligently delays the collection of the purchase object more than eight days from the date of receipt of the delivery notice, DTF can give Customer in writing an extension of eight days with the explanation that he/she rejects a delivery at the end of this term. After abortive expiry of the extension, DTF is entitled to withdraw by written explanation from the contract of sale or to claim damages because of non-fulfilment. Granting an extension is not required if Customer refuses seriously and definitely the collection or is evidently unable within the extension to do the payment of the purchase price.
3. The amount of the damages claimed by DTF is 15% of the arranged purchase price. The loss amount is estimated to be higher or lower if DTF proves a higher amount of damages or Customer provides evidence of lower damages, respectively.

##### 6. Retention of Title

1. The purchase object remains a property of DTF according to the contract of sale up to the settlement of the claim by DTF. The retention of title remains also in effect for all claims made by DTF against Customer in connection with the purchase object afterwards. If Customer is a juridical person of the public right, or a businessperson, the retention of title also extends to include the claims, which DTF from its running business relations has made on Customer. By request from Customer, DTF is obliged to announce renunciation of the retention of title if Customer has fulfilled all demands related to the purchase object, and has provided adequate assurance for the remaining demands of the current business relation.
2. DTF can demand the purchase object, if
  - a) the Customer is in delay of payment according to Article 3 (3) or
  - b) the Customer is in delay of payment according to Article 3 (4) or the Customer has delivered the assurance in lieu of an oath or
  - c) Customer did not fulfil his/her obligation according to following article 6 (3). Customers' rights of retention, which are not based on the contract of sale, are excluded.Should DTF take back the purchase object again, then Customer and DTF agree about the fact that DTF compensates to the customer for the usual market value of the purchase object at the time of the taking back. Upon request from Customer, which can be expressed only promptly after taking back of the purchase object, a publicly ordered expert will determine after Customer's choice the usual market value. DTF can give Customer once more in writing an adequate term to the fulfilment of his/her obligation and announce that if Customer fulfils the requirements within this term, DTF will offer return of the purchase object taking into account the paid usual market value.
3. Except in the case of Article 3(4) Customer incurs all costs of the taking back and the utilization of the purchase object. The utilization costs amount to 5% of the utilization proceed without proof. They are higher or lower if DTF proves higher costs or Customer submits evidence of lower costs.
4. As long as the retention title exists, a sale is allowed only with previous written approval from DTF of pledge, protection conveyance, renting and alike, the protection of DTF interfering with surrender or change of the purchase object.

##### 7. Guarantee

1. The purchase object is sold under exclusion of every guarantee. With absence of assured qualities a claim to damages because of non-fulfilment will remain unaffected.
2. Following defective delivery, DTF can offer at its own discretion subsequent amendments or substitute delivery. If the amendments or the substitute delivery do not lead to a fulfilment of the contract, Customer may demand a price reduction or cancellation of the contract.

##### 8. Liability

1. DTF is liable, in accordance with the following regulations, for damages - equally from which legal argument - if DTF, its lawful representative or its fulfilment assistant has culpably caused them.
2. Independently of a fault from DTF, any liability according to the product liability law remains unaffected. Within the scope of the valid product liability law, claims of third parties towards DTF are excluded.
3. Claims of Customer against DTF because of absence of assured qualities remain unaffected.
4. The personal liability of the lawful representatives, fulfilment assistant and employee of DTF for damages caused by them as a result of light negligence is excluded.

##### 9. Court of Jurisdiction

1. For all current and future claims arising from the business connection including change and check demands, the exclusive court of jurisdiction is the seat of DTF.
2. The same counts if Customer has no general legal inland venue or after conclusion of a contract Customer's residence or usual place of residence has been moved, or his/her residence or usual place of residence at the time of the complaint is not known.

Dresden, 3<sup>rd</sup> March 2009