

General Terms and Conditions of Purchase Siebenwurst CAD CAM Solutions S. de R.L. de C.V.

1. General

1.1. The following Terms and Conditions apply exclusively for all orders and all current and future legal relations between Siebenwurst CAD CAM Solution S. de R.L. de C.V. and the contractual partner. Any terms and conditions of the contractual partner that conflict in whole or in part with those of Siebenwurst CAD CAM Solution S. de R.L. de C.V. or legal regulations are hereby expressly excluded. They will also not become contractually binding if Siebenwurst CAD CAM Solution S. de R.L. de C.V. accepts the goods or services even if the existence of conflicting terms and conditions is acknowledged. If the Siebenwurst CAD CAM Solution S. de R.L. de C.V. Terms and Conditions are not received when the order is placed or at another time, they will still be applied provided the contractual partner was aware of or had to acknowledge these from previous business relations.

Orders are binding for Siebenwurst CAD CAM Solution S. de R.L. de C.V. only if they have been placed in writing. No verbal agreements exist.

Any agreements, verbal or telephone orders, amendments or additions made on a case-by-case basis that deviate from these Terms and Conditions are binding only if they are confirmed immediately in writing by Siebenwurst CAD CAM Solution S. de R.L. de C.V. This applies in particular to agreements and statements made by an agent of Siebenwurst CAD CAM Solution S. de R.L. de C.V. German law applies exclusively to the contractual relationships.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

2. Order volume and prices

2.1 Siebenwurst CAD CAM Solution S. de R.L. de C.V. reserves the right and is authorized to reduce or increase the order volume and to request changes to the type of machines and equipment, in particular due to new technical realizations, provided Siebenwurst CAD CAM Solution S. de R.L. de C.V. considers such changes to be an improvement, as well as to request the time and location of delivery or installation without our contractual partner being entitled to any claims against us as a result. Reasonable compensation must be negotiated should actual cost increases and/or delivery delays result.

2.2 The prices specified in the order are maximum prices and remain binding even if prices are raised in the meantime. However, discounts must be passed on to us if the contractual partner lowers his prices prior to the delivery date.

3. Deliveries /Terms of delivery

3.1 The delivery date specified by Siebenwurst CAD CAM Solution S. de R.L. de C.V. is to be considered the arrival and/or completion date. Agreed delivery dates are binding with the exception of cases of force majeure.

3.2 Should the supplier not comply with the agreed delivery date for moveable property or should the production, installation and commissioning of immovable property such as firmly integrated machines, complete machine and assembly systems or other equipment not take place at the contractually agreed time, our contractual partner hereby agrees to pay a contractual penalty in the amount of at least 2% of the net order value (max. 10% of the order value) for every week the deadline is missed. In addition, our contractual partner is liable for any damage arising as a result of the missed deadline due to production bottlenecks, order rejections and loss of pay at our business. Moreover, we are entitled to immediately withdraw from the contract in the event of a missed deadline.

4. Shipping and risk assumption

4.1 The goods must be delivered to the address specified in the order.

4.2 The contractual partner is responsible for compliance with the shipping instructions as they are given to him. Siebenwurst CAD CAM Solution S. de R.L. de C.V. is entitled to refuse the acceptance of shipments if proper shipping documents are not available on the day of receipt. This does not constitute delay of acceptance/inspection on our part. Our contractual partner bears the cost of justified refusal of acceptance.

4.3 The contractual partner assumes the risk of accidental loss or accidental deterioration up to the point of transfer to Siebenwurst CAD CAM Solution S. de R.L. de C.V. or up to the point of acceptance. This also applies if delivery ex works is agreed in individual cases or if Siebenwurst CAD CAM Solution S. de R.L. de C.V. handles shipping on its own account on a case-by-case basis.

4.4 All services are carriage paid to the specified shipping address including packaging if not agreed otherwise in writing in individual cases. Siebenwurst CAD CAM Solution S. de R.L. de C.V. will return packaging materials and assume packaging costs only if this has been declared expressly in writing or is required by law.

4.5 The contractual partner has fulfilled his delivery obligation only after completion of the transfer or acceptance of the goods and/or services by Siebenwurst CAD CAM Solution S. de R.L. de C.V. unless otherwise agreed in writing. The values determined by our respective plant are decisive for the quantities and weights.

4.6 In the event of verifiable operational disturbances, operational restrictions or other disturbances due to force majeure at our plants receiving deliveries, we shall be relieved from our duty to accept and pay for the ordered goods and/or services for the duration of the disturbance, without our contractual partner being entitled to any claims against us as a result.

5. Patents and industrial property rights

5.1 The contractual partner assures that the supplied objects do not infringe any third-party patent or other industrial property rights.

5.2 The contractual partner indemnifies Siebenwurst CAD CAM Solution S. de R.L. de C.V. against any commitments, liabilities, losses, claims including costs and expenses resulting from claims or legal disputes concerning patent or industrial property right infringements. In the event such claims are made against us, the contractual partner shall be responsible for our legal defense at his own expense and shall indemnify Siebenwurst CAD CAM Solution S. de R.L. de C.V. internally against

all third-party claims of any kind. We will immediately notify our contractual partner in writing should such claims be made against us and provide any necessary information at his own expense.

6. Drawings and models

6.1 Drawings, models, documents, etc. provided or paid for by Siebenwurst CAD CAM Solution S. de R.L. de C.V. for the execution of an order shall remain or become the property of Siebenwurst CAD CAM Solution S. de R.L. de C.V. Our contractual partner shall be liable for their loss or damage and/or misuse until their proper and complete return.

6.2 The above items must be returned to us without any special request after completion of the order.

6.3 If tools are required for special parts, these may only be used for the order placed by Siebenwurst CAD CAM Solution S. de R.L. de C.V. This also applies to tools Siebenwurst CAD CAM Solution S. de R.L. de C.V. has paid the contractual partner to make.

6.4 Our contractual partner may only assign claims against us to third parties with our written consent; this also applies to assignment under a factoring agreement. Any assignment made without our consent entitles us to withdraw from the contract. The same applies if insolvency proceedings against our contractual partner have been opened or requested. The contractual partner must insure the tools against loss and damage.

7. Assignment and set-off

7.1 Our contractual partner is not authorized to make set-offs against our claims, unless we do not dispute the counterclaims against us or they have been legally determined.

8. Warranty

8.1 Our contractual partner warrants that the objects of the contract correspond to the contractually agreed quality. The objects of the contract must also comply with the statutory accident prevention regulations, the Product Safety Act ("*Gerätesicherheitsgesetz*") and the legislation of the European Union that is applicable in the Federal Republic of Germany, Mexican official standards NOM-050-SCFI-1994 and other regulations established by Mexican legislation applicable to the objects and purpose of the present legal instrument. The objects of the contract must be delivered or installed in perfect working order and free of any fees or charges, rights of lien or other encumbrances, and must also not exceed the specified consumption and must deliver the agreed performance.

8.2 In addition, the contractual partner explicitly confirms to know and understand statutory accident prevention regulations, the Product Safety Act ("*Gerätesicherheitsgesetz*") and the legislation of the European Union that is applicable in the Federal Republic of Germany, Mexican official standards NOM-050-SCFI-1994 and other regulations established by Mexican legislation applicable to the

objects and purpose of the present legal instrument which are occasionally refurbished and are an integral part of this contract.

8.3 Furthermore, the contractual partner expressly undertakes through this clause to comply with the statutory accident prevention regulations, the Product Safety Act ("Gerätesicherheitsgesetz") and the European Union legislation which is applicable in the Federal Republic of Germany the Mexican Official Standard NOM- 050- SCFI - 1994 and other provisions established by the Mexican legislation applicable to objects purpose of this instrument, which are occasionally refurbished and are integral part of this contract.

8.4 The contractual partner warrants that any machine, device or complete plant that is produced and/or assembled according to a separately agreed plan or special request meets the purpose intended by us.

8.5 In case of delivery of raw and auxiliary materials, the contractual partner warrants that the delivered goods comply with the contractually agreed quality and usability as well as the relevant DIN standards and the statutory and regulatory provisions for their sale and use, and that they do not infringe third-party rights.

8.6 Our contractual partner's warranty also covers parts and supplies produced by his sub-suppliers.

8.7 Our obligation with regard to the examination of goods received and notification of defects for moveable property and raw or auxiliary materials begins first when the delivered goods, machine, etc. have been received at our plant and/or set up and handed over ready for operation. The examination and complaint period is at least one month beginning from this point.

8.8 Immovable property such as permanently installed machines and equipment must be inspected and accepted by us. In this case, our obligation begins when the machine or equipment is properly installed, set up and operational.

8.9 Any changes made by our contractual partner with regard to the information, figures, dimensions, designs, processing, material and technical features he has provided for the delivery we ordered represent a delivery or production that does not comply with the agreed object of the contract. We are not subject to authorization and/or approval requirements in such cases.

8.10 In the event of defects, we are entitled to demand at our discretion that our contractual partner repair or replace the defective objects of the contract. We may reject defective objects of the contract prior to transfer. If the object of the contract has already been transferred, we are entitled to immediately make the defective delivery ready for pickup and place it in storage at our contractual partner's expense if we demand that defective objects of the contract be redelivered.

8.11 If repair or replacement cannot be made in a timely manner, if such measures fail or if they are not reasonable due to urgency or for some other important reason, then we are entitled to demand reduction of the value of the goods delivered or their return at our own discretion with the option of making damage claims. We are also entitled to remedy the defects on our own at our contractual partner's expense. If raw and auxiliary materials prove to be defective only after further processing, the contractual partner is liable for any resulting damages.

8.12 The warranty period for deliveries of goods is 24 months, beginning from the time of transfer or acceptance at our plant. If modifications or installations are required for our buildings for the delivery of goods, the warranty period is the same as for construction works, namely 5 years from acceptance.

9. Transfer of ownership

9.1 (1) The transfer of ownership of the tool, tool set or part thereof to Siebenwurst CAD CAM Solution S. de R.L. de C.V. already takes place at production or acquisition through the supplier for all unfinished intermediate stages including the accompanying documentation. Ownership is transferred independent of payment of the tool; Siebenwurst CAD CAM Solution S. de R.L. de C.V. obligation to pay according to the respective production stage remains unaffected. This transfer of ownership under no circumstances represents acceptance of the respective completed intermediate stages or of the tool.

(2) The supplier of the tool and the accompanying documentation for manufacturing parts holds on to the tool for Siebenwurst CAD CAM Solution S. de R.L. de C.V. until Siebenwurst CAD CAM Solution S. de R.L. de C.V. requests the release of the tool according to § 10 of this Agreement (bailment). The supplier must clearly label the tool as property of Siebenwurst CAD CAM Solution S. de R.L. de C.V. no later than its completion, marking it with the corresponding asset number and part number.

9.2 Material that we provide for carrying out our orders remains our property. It must be expressly labelled as our property upon its receipt by our contractual partner and stored separately from same or similar materials. It may only be used as part of the specified production project and not for any other purpose.

9.3 In processing our material, ownership of the new object is transferred to us. If processing takes place with other goods that do not belong to us, we are entitled to co-ownership of the new object according to the value of the reserved goods in relation to other processed goods at the time of processing. If the goods provided by Siebenwurst CAD CAM Solution S. de R.L. de C.V. are mixed or blended with other goods, we acquire co-ownership according to the ratio of the value that the reserved goods had at the time of their combination.

9.4 The contractual partner must immediately notify Siebenwurst CAD CAM Solution S. de R.L. de C.V. if third-party seizure of goods belonging to Siebenwurst CAD CAM Solution S. de R.L. de C.V. is planned, e.g. attachments or any other form of restriction of ownership.

9.5 The contractual partner must insure goods that are the property of Siebenwurst CAD CAM Solution S. de R.L. de C.V. against all risks at his own expense.

9.6 Complaints regarding materials provided by us must be made to the freight carrier immediately upon acquiring the material.

10. Payments

Payments by Siebenwurst CAD CAM Solution S. de R.L. de C.V. are made within 14 days of receipt of the delivery/invoice with a 3% cash discount, within 30 days with a 2% cash discount or within 60 days net.

11. Data processing

Siebenwurst CAD CAM Solution S. de R.L. de C.V. is authorized to process data it receives from our contractual partner as part of business relations in accordance with the provisions of the local law for Data Protection.

12. Other provisions

12.1 Should one or more provisions of these Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions and the provisions of the Agreement shall not be affected. Any invalid provisions shall be replaced by new provisions that have the same economic objectives. The same applies to any contractual omissions, gaps or loopholes.

12.2 If provisions have not become part of the Agreement, the contents of the Agreement shall be governed by legal regulations to the necessary extent.

12.3 Place of performance is the location of Siebenwurst CAD CAM Solution S. de R.L. de C.V. for which the goods or services are intended.

12.4 The courts of the city Santiago de Querétaro, Querétaro, México shall have the jurisdiction in all cases – as well as for all future claims arising from the business transaction including those arising from bills of exchange, cheques and other official documents – if the ordering party is a merchant or has warranted being a merchant in terms of the Commercial Code current in the Mexican United States.

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