

I. General - Scope

JAS exclusively performs deliveries and services according to these General Terms and Conditions. These General Terms and Conditions shall also apply to all future transactions between JAS and the customer, without repeated reference to their inclusion. They shall in particular apply in the event that JAS, being aware of contrary or differing terms and conditions of the customer, performs deliveries or services to the customer without reservation. However, they shall not apply to contracts with consumers within the meaning of Sect. 13 BGB (German Civil Code).

II. Offer, Conclusion of Contract, Content of Performance

- Offers submitted by JAS to customers are not binding. The purchase order of the customer shall be regarded as a binding offer. JAS will accept this offer within four weeks by, at its option, either sending an acknowledgement of order or unconditional delivery of the ordered products and/or performance of the services due. Additional agreements and changes require JAS's written confirmation.
- JAS reserves all proprietary rights and copyrights concerning cost estimates, drawings, plans and other documents which shall only be made available to third parties with JAS's prior written consent and, on demand, have to be returned to JAS free of charge.
- All offer-related documentation such as illustrations, drawings, weight and measurement details, service and consumption data as well as technical data and descriptions contained in product information or advertising material are not binding. They neither represent agreed qualities nor quality or durability warranties concerning the goods to be supplied or the services to be rendered by JAS.
- In the event of sales on approval, JAS only guarantees sample conformity but gives no guarantee within the meaning of Sect. 276 Para. 1 BGB (German Civil Code) and no guarantee of quality or durability of the products to be delivered by JAS within the meaning of Sect. 443 BGB (German Civil Code).
- JAS shall be entitled to change the materials of the goods offered to customers or the materials agreed with the customers without the customer's consent unless this change in material results in a significant change of the properties and functionalities of the ordered goods and is unreasonable for the customer.
- If any official permit must be obtained, it shall be the customer's sole responsibility to do so. All costs accruing in this connection shall be borne by the customer.
- If JAS, under the purchase contract, has agreed to also install and setup the supplied product at the customer's site, it shall be the customer's responsibility to create the required workplace conditions on the agreed installation and setup date, to guarantee free access to the instruments as well as to provide sufficient workroom(s) and the necessary additives and aids. Additionally the customer shall be obliged - especially if the delivered product needs to be integrated into an existing working environment - to place at the disposal of JAS a competent contact person and to provide all necessary information concerning operating conditions etc. In the event that the product delivered and to be installed by JAS must be integrated into an existing hardware and software environment, it shall be the responsibility of the customer to see to it that the necessary software and hardware are in working order. The workplace conditions have to comply with the specifications as set by JAS and stated in the operating and/or maintenance instructions of the product concerned.

III. Prices, Terms of Payment, Default in Payment

- Unless a price is expressly determined or if the customer buys at list prices, the prices valid on the day of delivery (according to JAS's price list) shall apply.
- Unless otherwise agreed, the prices are ex stock JAS, including loading by JAS, but excluding packaging and other additional costs. All prices are net prices excluding legal VAT.
- Regarding contracts with an agreed delivery period of more than four months, JAS reserves the right and shall be obliged towards customers to adjust prices in accordance with changes in cost occurred after conclusion of contract and in particular caused by labor agreements, price increases of suppliers or currency fluctuations. On request we will substantiate the reasons for the price adjustment.
- JAS's invoices are payable - unless another credit period has expressly been determined in the invoice - within ten days from the date of invoice without any discount.
- JAS shall be entitled to first set off payments received against previous claims, then against costs and interests of the principal claim and finally against the principal claim itself.
- The customer shall only be entitled to the right of set-off or retention if he has counterclaims which have been declared final and conclusive and which are undisputed and accepted by JAS. Additionally, the customer may only exercise his right of retention insofar as his counterclaim is based on the same contract.
- JAS only accepts cheques and bills of exchange on account of payment and their credit will be subject to their redemption. The discount and bill charges as well as any protest fees shall be paid by the customer.
- If the customer does not pay invoices due or exceeds the period allowed for payment or if after conclusion of contract the customer's financial circumstances worsen or if after conclusion of contract JAS obtains information casting doubt on the customer's solvency or creditworthiness, JAS shall be entitled to declare the whole unpaid balance due and payable and to demand, by changing the previously made agreements, advanced payment or provision of security or, on completion of delivery, immediate payment of all outstanding claims that are based on the same legal relationship.

IV. Delivery Time, Delay in Performance, Partial Deliveries

- Agreed delivery periods shall only apply approximately unless a fixed date has expressly been agreed in writing. Specially agreed delivery periods start with the dispatch of JAS's acknowledgement of order. The deadline shall be deemed met if prior to this time limit the delivery item has left the factory or JAS has informed the customer about readiness for dispatch.
- The fulfilment of JAS's duty to deliver and to perform requires timely and proper fulfilment of the customer's obligations and duties. In the event that an advance payment has been agreed or - to enable JAS to deliver and/or perform services - documents, approvals, clearances or parts to be provided must be obtained by the

customer or details regarding execution still need to be clarified, the term of delivery will not start before all of the aforementioned requirements have been met. JAS reserves the right to enter a plea of non-performance.

- JAS shall only be deemed in default after expiration of an adequate additional period for performance, set by the customer. In case of force majeure and other unpredictable unusual circumstances that are beyond JAS's control such as operational disturbances by fire, water and similar circumstances, breakdown of production plants and machinery, failure to meet the delivery deadline or non-delivery by JAS's suppliers as well as interruptions of business as a result of lack of raw materials, energy or workforce, strike, lock-out, difficulties in procuring means of transportation, disruption of traffic, official interferences, war and embargo, JAS shall be entitled - insofar as JAS, because of the aforementioned circumstances, is faultlessly hindered from fulfilling its duty to deliver and perform in due time - to postpone delivery or performance of service for the duration of the hindrance, plus an adequate start-up period. If delivery or performance of service is delayed for more than one (1) month, both JAS and the customer shall be entitled, excluding any claims for damages, to rescind the contract with regard to the quantity affected by the delivery disruption.
- Excluding any further claims and rights of the customer, JAS shall be liable, in case of a culpable delay in delivery, for the damage caused by delay only within the scope of a lump-sum compensation of 0.5% of the purchase price for each full week of delay, however, up to a maximum of 5% of the agreed purchase price of the delayed part of the complete delivery if and inasmuch as the customer has suffered damage to such an extent at least. Apart from that, in each case of delay, JAS's liability for damages shall be limited according to the provisions of Section VIII.
- If, for reasons for which the customer is responsible, delivery is delayed for more than one week from announcement of the readiness for dispatch, JAS may store the ordered goods at its own discretion with the customer bearing the costs and the risk. As compensation for the expenditure caused by the storage, JAS may charge at least 0.5% of the contract price of the stored goods per month. Additionally JAS shall be entitled, after fruitless expiration of an adequate additional time period, to use the stored goods for a different purpose and then effect re-delivery to the customer within an adequately extended time period.
- JAS shall be entitled to effect partial deliveries and render partial services within the agreed delivery period if this is reasonable for the customer.

V. Passing of Risk, Transport and Packaging, Acceptance

- Unless otherwise expressly agreed in writing between JAS and the customer, delivery will take place ex stock. In this case the risk of accidental loss and the risk of deterioration of the contractual delivery items will pass to the customer on receipt of the notice of readiness for collection by the customer. Otherwise, the risk of accidental loss and the risk of deterioration of the delivery items will pass to the customer on surrender of the goods to the carrier. The customer will also bear the risk of accidental loss and the risk of deterioration of the delivery items in the case of partial deliveries or if JAS exceptionally has agreed to render additional services such as transport or installation, except when delivery is effected with JAS's own vehicles or own means of transportation. If dispatch is delayed due to circumstances for which the customer is responsible, the risk will pass to the customer on the day the goods are ready for dispatch. If requested by the customer, JAS will insure the shipment at the customer's expense against theft, breakage, transport, fire and water damage as well as against other insurable risks.
- If dispatch, according to the agreement made with the customer, is to be effected by JAS, JAS will decide on the type of dispatch and the shipping route unless otherwise agreed in writing with the customer. In this case, too, the provisions of Section V. 1. Sentences 3 to 6 shall apply.

VI. Reservation of Title

- The delivered products shall remain property of JAS until complete payment of the purchase price and all other current or future claims on the customer that JAS is entitled to. The inclusion of a purchase-money claim into an open account and the recognition of a balance shall not affect the reservation of title.
- In the case of distraints or other interferences by third parties the customer shall be obliged to immediately inform JAS in writing to enable JAS to file a suit according to Sect. 771 ZPO (German Code of Civil Procedure).
- Adaptation, processing or remodeling performed by the customer of products delivered under reservation of title will always be performed for JAS, without any commitments arising therefrom for JAS. If the products are processed with other items not belonging to JAS, JAS shall acquire co-ownership of the new goods in proportion of the value of the products (total amount invoiced incl. VAT) to the other processed items at the time of processing. For the goods resulting from processing, the same shall apply as for the goods delivered under reservation of title. If the products delivered by JAS under reservation of title are inseparably mixed with other items not belonging to JAS, JAS shall acquire co-ownership of the new goods in proportion of the value of the products (total amount invoiced incl. VAT) to the other mixed items at the time of mixing. If mixing is done such that the item of the customer has to be regarded as the main part, it is understood that the customer proportionately transfers co-ownership to JAS. The customer shall keep the sole ownership or co-ownership thus created for JAS. Within the scope of regular business operations, the customer shall be entitled to use the new goods resulting from adaptation, processing, remodeling, mixing or combination as long as he meets his obligations from the business relationship with JAS on time. However, the customer shall not be entitled to resell or otherwise realise - making a non-assignment agreement with his purchaser - to pledge or assign as security the new goods. The customer hereby already assigns to JAS, as security, his claims resulting from the sale of the new goods, to which JAS has a title, to the extent of JAS's proprietary interest in the sold goods. Should the customer combine or mix the delivered products with a main item, the customer hereby already assigns his claims against third parties, up to the value of JAS's products, to JAS. JAS hereby accepts the assignment of claims as described in the two preceding sentences.
- JAS undertakes to release, on the customer's request, the securities to which JAS is entitled insofar as the realisable value of those securities exceeds JAS's claims against the customer by more than 10%; the selection of the securities to be released shall be made by JAS.

5. If the customer behaves contrary to the contract, especially in the case of overdue payment of more than 10% of the invoiced amount for a not insignificant period of time, JAS shall be entitled - irrespective of further claims (for damages) to which JAS is entitled - to rescind the contract and to demand the delivered products back. After taking back the products JAS shall be entitled to realise them. The realisation proceeds shall be credited against JAS's claims on the customer, net of reasonable realisation costs.

6. The customer shall be obliged to treat the products carefully; he shall in particular be obliged to take out a replacement value insurance at his own expense in order to sufficiently insure the products against loss, damage and destruction by e.g. fire, water and theft. As security, the customer hereby already assigns his claims resulting from the insurance contracts to JAS. JAS accepts this assignment of claims.

VII. Rights of the Customer in Case of Defects

1. The customer shall only be entitled to warranty claims if he has properly met the requirement to examine and to give notice of defects (Sect. 377 HGB (German Commercial Code)). The customer, in writing, shall notify JAS of apparent defects immediately, however, not later than within 7 workdays from delivery of the goods. Hidden defects need to be advised immediately in writing, however, not later than within 7 workdays after detection. JAS shall not be responsible for defects in the products delivered if they are attributable to the fact that the customer did not perform or did not contract the required maintenance work. In these cases the customer shall not be entitled to warranty claims against JAS. The customer shall not be entitled to warranty claims against JAS either if the defects in the products have been caused by the use of unsuitable materials or parts, especially from third parties, or if the workplace conditions do not correspond to the conditions as specified by JAS or do not comply with the specifications as stated in the operating or maintenance instructions of the product concerned. Upon conclusion of the delivery contract, JAS assumes that the customer will perform operation and maintenance of the instruments and software as described in the product-specific documentation that comes with the product. Especially all routine maintenance must be performed in prescribed intervals.

2. If the customer asserts warranty claims and the defects detected by JAS are due to the fact that the product was not used according to specifications or that the required maintenance and cleaning work was not performed, and JAS cannot be held responsible for that, the customer shall reimburse to JAS the costs caused by the unjustified complaint.

3. On request the defective products shall be returned to JAS for examination.

4. The customer shall not be entitled to warranty rights if he buys used products or products which have been agreed to be downgraded. The same shall apply to variations, especially in terms of size, thickness, weight, performance or color, which are within the usual tolerances as well as to minor diminutions in value or fitness of the products.

5. In the case of defects in products delivered by JAS, JAS shall only be obliged - at its option - to either repair the product or deliver flawless products (rectification of defects). To perform rectification of defects, JAS has to be enabled to examine the delivered product without limitation under operating conditions. In this case the customer shall immediately provide to JAS all necessary information concerning maintenance and cleaning work performed - even in writing if so requested. If JAS is not prepared or not able to perform rectification of defects, especially if it is delayed beyond reasonable time limits for reasons for which JAS is responsible, or if rectification of defects fails for any other reason, the customer shall be entitled - at his option - to withdraw from the contract or demand a reduction of the purchase price. Remedy shall be seen as failed after the third attempt if nothing to the contrary arises from the kind of the matter or the other circumstances. If the customer has suffered damage or wasted expenditure because of defects in products delivered by JAS, JAS shall be liable according to Section VII. 1.-5., Section VIII. and Section IX.

6. In the event of additional rectification expenses accruing to JAS from the fact that the customer, after conclusion of contract, has taken the delivered product to a place other than the agreed place of delivery, JAS shall be entitled to reimbursement of the additional costs incurred by the change of location.

VIII. General Limitation of Liability

1. JAS shall only be liable for damage or wasted expenditure - regardless of the legal ground - if the damage or wasted expenditure

- has been caused by JAS or one of the persons employed by JAS to perform an obligation by culpably breaching an important contractual obligation or
- is attributable to gross negligence or intention by JAS or one of the persons employed by JAS to perform an obligation.

Contrary to Section VIII.1.a., JAS shall be liable for damage or wasted expenditure caused by advisory and/or information services not to be paid separately, only in case of intentional or grossly negligent breach of obligations insofar as this breach of obligations does not represent a defect of quality of the goods delivered by JAS according to Sect. 434 BGB (German Civil Code).

2. If JAS is liable according to Section VIII.1.a. for the breach of an important contractual obligation, which is not based on gross negligence or intention, JAS's liability for damages shall be limited to the predictable, typically occurring loss. In this case JAS shall particularly not be liable for the customer's lost profit and unpredictable indirect consequential loss. The above limitations of liability according to Sentence 1 and Sentence 2 shall also apply to damage caused by gross negligence or intention of JAS employees or agents unless they are managing directors or key employees.

3. If JAS is liable according to VIII. 1. a) for the breach of an important contractual obligation, which is not based on gross negligence or intention, the liability of JAS shall be limited to EUR 100,000 per case of loss.

4. The above limitations of liability mentioned in Section VIII. 1. to 3. shall not apply insofar as JAS's liability, due to the provisions of the Product Liability Act, is compulsory or if claims arising from an injury to life, body or health are asserted against JAS. If the product delivered by JAS is missing a guaranteed feature, JAS shall only be liable for such damage the absence of which was subject of the guarantee.

5. A more extensive liability for damages than that provided for in Section VIII. 1 to 4 shall be excluded - irrespective of the legal nature of the asserted claim. This shall especially apply to claims for damages from negligence in contracting according to

Sect. 311 Para. 3 BGB (German Civil Code), positive breach of contract according to Sect. 280 BGB (German Civil Code) or due to tortious claims according to Sect. 823 BGB (German Civil Code).

6. Insofar as JAS's liability for damages is excluded or limited according to Section VIII. 1. to 5., this shall also apply with regard to the personal liability for damages of JAS employees, staff, agents and persons employed by JAS to perform an obligation.

IX. Forfeiture of Claims through the Statute of Limitations

1. Claims of the customer for defects in products delivered by JAS or for work performed by JAS contrary to duty - including claims for damages and for reimbursement of wasted expenditure - shall become statute-barred within one year from commencement of the legal limitation period insofar as nothing to the contrary arises from the following Section IX. 2. to 4.

2. In the case of new products delivered by JAS, which have been used in a building for the usual purpose and have caused it to be defective, the claims of the customer shall become statute-barred within five years from commencement of the legal limitation period. Contrary to Sentence 1, a limitation period of four years shall apply insofar as the customer has used the products delivered by JAS for the completion of contracts in which Part B of the German Standard Building Contract Terms is incorporated. Barring by limitation according to the preceding sentence will occur no earlier than 2 months after the point in time at which the customer has met his contracting partner's claims from the defectiveness of the building, which was caused by the products delivered by JAS, unless the purchaser could successfully have pleaded the statute of limitations towards his customer/contracting partner. Barring of claims of JAS's customer on JAS because of defective products delivered by JAS will occur as soon as the claims of the contracting partner of JAS's customer against JAS's customer due to defects in the products delivered by JAS to its customer have become statute-barred, however, no later than 5 years after the point in time at which JAS has delivered the product concerned to its customer.

3. If JAS has performed advisory and/or information services - not to be paid separately - contrary to duty, without having delivered products in connection with the advisory or information services or without the advisory or information services rendered contrary to duty representing a defect of quality according to Sect. 434 BGB (German Civil Code) of the products delivered by JAS, the claims arising therefrom against JAS shall become statute-barred within one year from commencement of the legal limitation period. Claims of the customer on JAS from the breach of contractual, pre-contractual or legal obligations, which do not represent a defect of quality according to Sect. 434 BGB (German Civil Code) of the products delivered or to be delivered by JAS, shall also become statute-barred within one year from the beginning of the legal limitation period. Insofar as the above mentioned breaches of obligations represent a defect of quality according to Sect. 434 BGB (German Civil Code) of the products delivered by JAS in connection with the advisory or information services, barring of claims resulting therefrom shall be subject to the provisions of Items 1. to 2. and 4.

4. The provisions of the Sections IX. 1. to IX.3. shall not apply to the limitation of claims for injury to life, body or health and, furthermore, shall not apply to the limitation of claims according to the Product Liability Act and for defects in title of the products delivered by JAS which involve a third party right in rem on the basis of which possession of the products delivered by JAS may be claimed. Additionally, they shall not apply to the limitation of claims of the customer which are based on the fact that JAS has fraudulently concealed defects in products delivered by JAS or has committed an intentional or grossly negligent breach of obligations. In these cases the legal limitation periods shall apply.

X. Place of Performance, Place of Jurisdiction, Applicable Law

1. Place of performance and place of jurisdiction for all claims arising between JAS and merchants, legal entities under public law or special funds under public law shall be the principal place of business of JAS unless there are mandatory legal regulations requiring something different. However, JAS shall be entitled to also institute legal proceedings against a customer at the latter's place of general legal jurisdiction.

2. The legal relationship between JAS and the customer or between JAS and third parties shall exclusively be governed by the law of the Federal Republic of Germany, as applied between German merchants. Application of the Convention on Contracts for the International Sale of Goods (CISG - UN Sales Law) as well as the German International Private Law shall expressly be excluded.

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