Rights in case of defects:

1. The seller's obligations in cases of defects are limited to those mentioned in the delivery notes, except in cases of defects on which the buyer is entitled to rescind the contract or demand a reduction. In case of defects, the buyer is entitled to withdraw from the contract upon written notice to the seller. In case of minor defects, the buyer has the right to rescind the contract.

2. The buyer may rescind the contract or demand a reduction of the price if the defects render the performance of the contract non-conformant.

3. The seller is required to either repair or replace the defective goods, or to supply new goods of equivalent quality.

4. The buyer is entitled to recover the expenses incurred in the repair or replacement of the goods, or to recover the purchase price of the goods.

5. The buyer may also demand a reduction of the price if the defects do not affect the essential characteristics of the goods.

6. The buyer is entitled to demand the return of the goods in cases of defects, if the defects are not due to the buyer's fault and if the buyer has notified the seller of the defects within a reasonable time.

7. The seller is entitled to demand the return of the goods if the buyer fails to inform the seller of the defects within a reasonable time.

8. The buyer is entitled to demand the return of the goods if the defects are due to the buyer's fault.

9. The buyer is entitled to demand the return of the goods if the defects are due to the buyer's negligence.

10. The buyer is entitled to demand the return of the goods if the defects are due to the buyer's willful misconduct.
5. The manufacturer's entitlement to be released from his redemption obligations by the customer shall expire no sooner than two years from the definite termination of use of the device. This two-year delay will begin no sooner than the day the manufacturer receives a written notice from the customer confirming the end of use.

**Third-party proprietary rights:**
For objects manufactured in compliance with information provided by the buying/ordering party, the buying/ordering party shall assume liability for the fact that proprietary rights of third parties are not violated by manufacturing and operating any such objects. The buying/ordering party releases us from all claims of third parties based on violation of proprietary rights.

**Liability:**
Apart from the claims granted to the buying/ordering party under these provisions, the buying/ordering party shall have no further rights, and especially no claims to compensation due to violations of obligations as well as tortuous acts. This exclusion of liability shall not apply in instances of intent and/or gross negligence, or violation of an important contractual obligation or occurrence of personal injury that should have been prevented by the violated obligation. For all remaining purposes, liability is limited to foreseeable damages typical for contracts, insofar as these damages are not intentional or caused by gross negligence. This exclusion of liability shall not apply in cases where liability is assumed, under product liability law, for personal injury or property damage at or on privately utilized objects in the event of defects in the delivered good.

**Compensation upon cancellation of contract:**
If an order is cancelled for a reason for which the buying/ordering party is responsible, the order is required to pay us 25 % of the net value of the cancelled order as compensation; notwithstanding the possible assertion of claims for higher actual damages. The buying/ordering party has the right to proof that the value of loss is lower than 25 %.

**Saving clause:**
If any of the provisions of these terms are or become partially or wholly invalid, then this shall not affect the validity of the contract as a whole and the remaining terms of sale, delivery and payment. In this case, the parties are obligated to replace the invalid or infeasible terms or contractual provisions as with agreements that come closest to the intended purpose of the original term or provision being replaced.

**Place of performance, venue of courts and applicable law:**
1. Augsburg/Germany shall constitute the sole venue of courts for all disputes arising directly or indirectly from the contractual relationship, insofar as buying/ordering parties pertain to legal entities under public law or to special funds under public law or to businesses -- except for businessmen whose operations, pursuant to the kind and scope thereof, do not have to be established as a full business operation. The place of performance shall be the site (headquarters or branch office) stated on our order confirmation and shall constitute the place of performance for businessmen or other persons as defined under the first sentence of this paragraph.

2. The contractual relationship is subject to German law in all cases, in particular the German Civil Code (BGB) and the German Commercial Code (HGB), under exclusion of all conflicting laws and the Vienna version of the UN Convention on Contracts for the International Sale of Goods (CISG).

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