

This Prospectus is dated 21 March 2014



Dürr Aktiengesellschaft
(Stuttgart, Federal Republic of Germany)

EUR [●] [●] per cent fixed rate notes due 2021, issue price: [●] per cent

Dürr Aktiengesellschaft, Carl-Benz-Strasse 34, 74321 Bietigheim-Bissingen, Germany (the "Issuer" or "Dürr AG"), will issue on or about 3 April 2014 (the "Issue Date") EUR [●] [●] per cent fixed rate notes in bearer form due 2021 (the "Notes") with a denomination of EUR 1,000. The Notes will be governed by the laws of the Federal Republic of Germany ("Germany").

This prospectus (the "Prospectus") constitutes a prospectus within the meaning of Article 5.3 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended, inter alia, by Directive 2010/73/EU) (the "Prospectus Directive"). This Prospectus will be published in electronic form together with all documents incorporated by reference herein on the website of the Luxembourg Stock Exchange (www.bourse.lu).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the "CSSF") in its capacity as competent authority under the Luxembourg law relating to prospectuses for securities (*Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières*), as amended, (the "Luxembourg Prospectus Law"), which implements the Prospectus Directive into Luxembourg law. Pursuant to Article 7(7) of the Luxembourg Prospectus Law, by approving this Prospectus, the CSSF gives no undertaking as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer. The Issuer has requested the CSSF to provide the competent authorities in Germany, Austria and The Netherlands and may request to provide competent authorities in additional host Member States within the European Economic Area with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Luxembourg Prospectus Law (the "Notification").

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be admitted to the official list of the Luxembourg Stock Exchange (the "Official List"). The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, as amended.

The final issue price, the aggregate principal amount of Notes to be issued, the interest rate, the issue proceeds and the yield will be included in the Pricing Notice (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" below) which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.

The Notes have been assigned the following securities codes:
ISIN XS1048589458, Common Code 104858945, WKN A1YC44.

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act") and the Notes are in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States of America ("United States") or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act ("Regulation S")).

Investing in the Notes involves certain risks. See "Risk Factors" beginning on page 37.

Joint Lead Managers

Deutsche Bank

HSBC

Co-Managers

Commerzbank

Landesbank Baden-Württemberg

UniCredit Bank

RESPONSIBILITY STATEMENT

Dürr Aktiengesellschaft (the "**Issuer**" or "**Dürr AG**" and together with its consolidated subsidiaries the "**Group**" or the "**Dürr Group**") accepts responsibility for the information contained in this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect its import.

The Issuer further confirms that (i) this Prospectus contains all information with respect to the Issuer, the Dürr Group and the Notes which is material in the context of the issue and offering of the Notes, including all information which, according to the particular nature of the Issuer and of the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Dürr Group and of the rights attached to the Notes; (ii) the information contained in this Prospectus relating to the Issuer, the Dürr Group and the Notes is accurate and complete in all material respects and not misleading; (iii) that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; (iv) there are no other facts in relation to the Issuer, the Dürr Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading; and (v) reasonable enquiries have been made by the Issuer to ascertain all such facts for the purposes aforesaid.

NOTICE

No person is authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer or the Managers (as defined in "*SUBSCRIPTION, SALE AND OFFER OF THE NOTES*"). Neither the delivery of this Prospectus nor any offering, sale or delivery of any Notes made hereunder shall, under any circumstances, create any implication (i) that the information in this Prospectus is correct as of any time subsequent to the date hereof or, as the case may be, subsequent to the date on which this Prospectus has been most recently supplemented, or (ii) that there has been no adverse change in the financial situation of the Issuer which is material in the context of the issue and sale of the Notes since the date of this Prospectus or, as the case may be, the date on which this Prospectus has been most recently supplemented, or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Prospectus by reference or (iii) that any other information supplied in connection with the issue of the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

This Prospectus contains certain forward-looking statements, including statements using the words "believes", "anticipates" "intends", "expects" or other similar terms. This applies in particular to statements under the caption "*DESCRIPTION OF THE ISSUER – Business Overview*" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer, to be materially different from or worse than those expressed or implied by these forward-looking statements. The Issuer does not assume

any obligation to update such forward-looking statements and to adapt them to future events or developments.

Certain numerical figures set out in this Prospectus, including financial data presented in millions or thousands and percentages, have been subject to rounding adjustments and, as a result, the totals of the data in this Prospectus may vary slightly from the actual arithmetic totals of such information.

Furthermore, this Prospectus contains industry related data taken or derived from industry and market research reports published by third parties ("**External Data**"). Commercial publications generally state that the information they contain originated from sources assumed to be reliable, but that the accuracy and completeness of such information is not guaranteed and that the calculations contained therein are based on a series of assumptions. The External Data have not been independently verified by the Issuer.

The External Data was reproduced accurately by the Issuer in the Prospectus, and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted that would render the reproduced External Data inaccurate or misleading. The Issuer does not have access to the underlying facts and assumptions of numerical and market data and other information contained in publicly available sources. Consequently, such numerical and market data or other information cannot be verified by the Issuer.

This Prospectus should be read and understood in conjunction with any supplement hereto and with any documents incorporated herein by reference. The final issue price, the aggregate principal amount of Notes to be issued, the interest rate, the issue proceeds and the yield of the issue will be included in the Pricing Notice (as defined in "*SUBSCRIPTION, SALE AND OFFER OF THE NOTES*" below) which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.

Neither the Managers nor any other person mentioned in this Prospectus, except for the Issuer, is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Managers to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Managers to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The offer, sale and delivery of the Notes and the distribution of this Prospectus in certain jurisdictions is restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Managers to inform themselves about and to observe any such restrictions. In particular, the Notes have not been, and will not be, registered under the

United States Securities Act of 1933, as amended (the "**Securities Act**"), and are subject to special U.S. tax law requirements where held by U.S. persons (TEFRA D rules). Subject to certain limited exceptions, the Notes may not be offered, sold or delivered within the United States of America ("**United States**") or to U.S. persons.

For a further description of certain restrictions on offerings and sales of the Notes and distribution of this Prospectus (or of any part thereof) see "*SUBSCRIPTION, SALE AND OFFER OF THE NOTES – Selling Restrictions.*"

The legally binding language of this Prospectus is English. Any part of the Prospectus in German language constitutes a translation, except for the terms and conditions of the Notes (the "**Terms and Conditions**") in respect of which German is the legally binding language.

In this Prospectus, unless otherwise specified, all references to "€", "**EUR**" or "**Euro**" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended, references to "**USD**" refer to the legal currency of the United States of America.

IN CONNECTION WITH THE ISSUE OF THE NOTES, DEUTSCHE BANK AG, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT DEUTSCHE BANK AG, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN AT ANY TIME AFTER THE ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE DATE OF THE RECEIPT OF THE PROCEEDS OF THE ISSUE BY THE ISSUER AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. SUCH STABILISING SHALL BE IN COMPLIANCE WITH ALL LAWS, DIRECTIVES, REGULATIONS AND RULES OF ANY RELEVANT JURISDICTION.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

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SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".

Section A – Introduction and warnings

Element	Description of Element	Disclosure requirement
A.1	Warnings	<p>This summary should be read as an introduction to this Prospectus.</p> <p>Any decision to invest in the Notes should be based on consideration of this Prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of its member state to the Agreement on the European Economic Area (EEA), have to bear the costs of translating this Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only if this summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</p>
A.2	Consent to the use of the prospectus	<p>Each of Deutsche Bank AG, London Branch and HSBC Bank plc (each a "Joint Lead Manager" and together the "Joint Lead Managers") and Commerzbank Aktiengesellschaft, Landesbank Baden-Württemberg and UniCredit Bank AG (each a "Co-Manager" and together the "Co-Managers" and the Co-Managers together with the Joint Lead Managers the "Managers") and each further financial intermediary subsequently reselling or finally placing the Notes is entitled to use the Prospectus in Austria, Germany, The Netherlands and Luxembourg for the subsequent resale or final placement of the Notes during the period from and including 24 March 2014 to and including 7 April 2014, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended, inter alia, by Directive 2010/73/EU of the European Parliament and of the</p>

		<p>Council of 24 November 2010) (the "Luxembourg Prospectus Law").</p> <p>The Prospectus may only be delivered to potential investors together with all supplements in accordance with Art. 13 of the Luxembourg Prospectus Law published before such delivery. Any supplement to the Prospectus in accordance with Art. 13 of the Luxembourg Prospectus Law will be available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).</p> <p>When using the Prospectus, each relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.</p> <p>In the event of an offer being made by a further financial intermediary, the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.</p>
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Section B – Issuer

Element	Description of Element	Disclosure requirement
B.1	Legal and commercial name	Dürr Aktiengesellschaft is the legal and Dürr AG the commercial name of the Issuer.
B.2	Domicile, legal form, legislation, country of incorporation	Dürr Aktiengesellschaft (" Dürr AG ") is a German stock corporation (<i>Aktiengesellschaft</i>) incorporated and operating under the laws of the Federal Republic of Germany and domiciled in the Federal Republic of Germany.
B.4b	Known trends affecting the Issuer and the industries in which it operates	The Dürr Group estimates that automotive manufacturers are planning numerous investment projects. The automobile industry is expected to continue to grow, as indicated by public production growth forecasts, by 6% in 2014 and 7% in 2015. The Dürr Group expects the construction of new automobile production plants to occur primarily in the emerging markets, where increased production capacity is required. In addition, the Dürr Group expects an increasing demand for maintenance and modernization investments in existing plants, particularly in the established markets, because many automobile production plants are outdated. On this basis, and in view of the high number of orders on hand as well in view of the growth potential in the service business, the Dürr Group considers the visibility of its course of business for 2014 and 2015 as good.
B.5	Description of the Group and the Issuer's	Dürr AG acts as the holding company for the Dürr Group and performs group-wide functions as a management holding company. These include, for example, financing, group controlling and

	position within the Group	<p>accounting, as well as legal affairs, internal auditing, corporate communication, and human resources management. Group-wide information technology is managed by Dürr AG's subsidiary Dürr IT Service GmbH.</p> <p>The Dürr Group's operating activities are organized into the four divisions Paint and Assembly Systems, Application Technology, Measuring and Process Systems and Clean Technology Systems, which also form reporting segments as defined by the International Financial Reporting Standards as adopted by the European Union ("IFRS").</p>																											
B.9	Profit forecast or estimate	Not applicable. No profit forecasts or estimates are made.																											
B.10	Nature of any qualifications in the audit report on historical financial information	Not applicable. The auditor has issued unqualified audit opinions on the IFRS consolidated financial statements of Dürr AG for the fiscal years ended 31 December 2012 and 31 December 2013.																											
B.12	Selected historical key financial information	The following table sets out selected financial information relating to the Dürr Group. The information marked as "audited" has been extracted from the audited IFRS consolidated financial statements of Dürr AG for the fiscal year ended 31 December 2012 and for the fiscal year ended 31 December 2013, as well as from the audited group management report of Dürr AG's Annual Report 2012 and from the audited group management report of Dürr AG's Annual Report 2013.																											
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	<p>(1) Extracted from the audited group management report of Dürr AG's Annual Report 2013 and from the audited group management report of Dürr AG's Annual Report 2012.</p> <p>(2) "EBITDA" is defined as earnings before investment income, interest, income taxes, depreciation and amortization (including impairment losses and reversals, excluding amortization taken into account in the interest result). EBITDA is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.</p> <p>(3) "EBIT" is defined as earnings before investment income, interest and income taxes. EBIT is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.</p> <p>(4) "Free cash flow" is defined as cash flow from operating activities less capital expenditure (purchase of intangible assets plus purchase of property, plant and equipment) and interest paid, plus interest received. Free cash flow is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.</p> <p>(5) "Net financial status" is defined as liquid funds (cash and cash equivalents plus time deposits and other short-term securities plus held-to-maturity-securities and other loans) minus financial liabilities (bond plus liabilities to banks). Net financial status is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardised, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.</p> <p>(6) "ROCE" is defined as EBIT as a percentage of capital employed. "Capital employed" is defined as total non-current and current assets minus liabilities (excluding interest-bearing assets and liabilities respectively). ROCE is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.</p> <p>(7) "Gearing ratio" is defined as negative net financial status as a percentage of equity minus net financial status. Gearing ratio is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.</p>	
	Material adverse change in the prospects of the Issuer	There has been no material adverse change in the prospects of Dürr AG since 31 December 2013.
	Significant change in the financial or trading position	<p>As of 1 March 2014, employer's pension liability insurance with a fair value of EUR 13.7 million was acquired at German entities of the Dürr Group to reduce interest and longevity risks of further significant benefit obligations.</p> <p>Other than this, there have been no significant changes in the financial or trading position of the Issuer since 31 December 2013.</p>
B.13	Recent Events	Not applicable: There are no recent events since the date of the last published audited financial statements (31 December 2013) particular to the Issuer which are to a material extent relevant to the evaluation of the solvency of the Issuer.
B.14	Statement on dependency upon other	<p>Please refer to Element B.5 above.</p> <p>Not applicable. The Issuer is the holding company of Dürr Group. It is</p>

	entities within the Group	not dependent upon other entities within Dürr Group.
B.15	Principal activities	<p>Dürr AG is the holding company of the Dürr Group, which is, according to its own estimates, one of the world's leading suppliers of products, systems, and services, mainly for automobile manufacturing. The Dürr Group's range of products and services covers important stages of vehicle production. As a systems supplier, the Dürr Group plans and builds complete paint shops and final assembly facilities. In addition to constructing complete plants, the Dürr Group also supplies individual products and assembly sections for paint shops and assembly facilities. These include, for example, painting robots, car body drying ovens and paint booths, together with testing, filling and assembly stations for final vehicle assembly. The Dürr Group also delivers cleaning systems and balancing systems that are mainly used in powertrain production. The Dürr Group's offering in environmental technology comprises exhaust air purification systems and systems to increase the energy efficiency of production processes.</p> <p>The Dürr Group consists of four divisions: Paint and Assembly Systems, Application Technology, Measuring and Process Systems and Clean Technology Systems. The four divisions are further organized into a total of six business units, which operate 50 sites in 24 countries.</p> <p><i>Paint and Assembly Systems</i></p> <p>The Paint and Assembly Systems division is part of the Dürr Group's plant engineering operations. Within the division, the Paint and Final Assembly Systems business unit is responsible for the planning and construction of turnkey paint shops and final assembly lines for the automotive industry. As a systems partner, the business unit takes on all project execution tasks, from layout and detailed planning to plant commissioning. With reference to paint shop technology, Paint and Final Assembly Systems supplies hardware and software solutions for all process stages. The second, significantly smaller mainstay of the Paint and Assembly Systems division is its aircraft production technology operations. These activities are handled by the Aircraft and Technology Systems business unit. Aircraft and Technology Systems supplies systems for the assembly and painting of aircrafts. In addition to painting technology, its core competence is the development and construction of turnkey plants for positioning and joining preassembled aircraft components.</p> <p><i>Application Technology</i></p> <p>The Application Technology division mainly operates in the mechanical engineering sector. The division also acts as a business unit called Application Technology. Application Technology operates in three fields: paint application technology, sealing technology and gluing technology. In technological terms the three fields have a</p>

		<p>common basis, i.e. the precisely metered application of liquids of varying viscosity.</p> <p><i>Measuring and Process Systems</i></p> <p>The Measuring and Process Systems division operates in the mechanical engineering field. Through its Balancing and Assembly Products business unit Measuring and Process Systems offers balancing and diagnostic systems as well as assembly, test and filling technology products. The Cleaning and Surface Processing business unit, which is also part of the Measuring and Process Systems division, offers industrial cleaning technology. Its main business sector is the automotive industry, yet companies from other metalworking sectors also use Dürr Ecoclean und UCM cleaning systems.</p> <p><i>Clean Technology Systems</i></p> <p>The Clean Technology Systems division is involved in plant engineering on behalf of the Dürr Group. It includes a business unit of the same name, Clean Technology Systems. Clean Technology Systems supplies environmental technology systems for removing pollutants from the exhaust air of industrial production processes. The business unit originally specialized in exhaust air purification in automotive paint shops, but it now achieves around 80% of its sales in other sectors, particularly the chemical and pharmaceutical industries, but also in wood processing and carbon fibre production. The range of products supplied covers all the common processes for exhaust air purification. In the business field of energy efficiency the Dürr Group offers a broad range of products relating to the efficient use of heat, cold and electricity.</p>												
B.16	Controlling Persons	<p>Not applicable: Dürr AG is to its knowledge not controlled.</p> <p>The following shareholders have notified Dürr AG in accordance with Sections 21 et seq. of the German Securities Trading Act (<i>Wertpapierhandelsgesetz, WpHG</i>) that at least 3% of the voting rights in Dürr AG are either held directly by them or are attributed to them:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Total share</th> <th>Reference date of latest notice</th> </tr> </thead> <tbody> <tr> <td>Heinz Dürr GmbH</td> <td>25.10%</td> <td>31 December 2013</td> </tr> <tr> <td>Heinz und Heide Dürr Stiftung</td> <td>3.50%</td> <td>31 December 2013</td> </tr> <tr> <td>BlackRock Inc.</td> <td>3.04%</td> <td>22 March 2013</td> </tr> </tbody> </table>	Name	Total share	Reference date of latest notice	Heinz Dürr GmbH	25.10%	31 December 2013	Heinz und Heide Dürr Stiftung	3.50%	31 December 2013	BlackRock Inc.	3.04%	22 March 2013
Name	Total share	Reference date of latest notice												
Heinz Dürr GmbH	25.10%	31 December 2013												
Heinz und Heide Dürr Stiftung	3.50%	31 December 2013												
BlackRock Inc.	3.04%	22 March 2013												
B.17	Credit ratings of the Issuer or its debt securities	Not applicable. Neither the Issuer nor the Notes are rated.												

Section C – Securities

Element	Description of Element	Disclosure requirement
C.1	Type and class of securities being offered including any security identification number	<p>The Issuer issues unsecured and unsubordinated notes bearing fixed interest (the "Notes").</p> <p>The security identification numbers of the Notes are: ISIN: XS1048589458; Common Code: 104858945; and WKN: A1YC44.</p>
C.2	Currency of the securities issue	Euro
C.5	Restrictions on free transferability of the securities.	Not applicable: The Notes are freely transferable. However, the offer and the sale of the Notes and the distribution of offering materials are subject to specific restrictions that vary depending on the jurisdiction where the Notes are offered or sold or the offering materials are distributed.
C.8	Rights attached to the Notes, ranking of the Notes, limitations of the rights attached to the Notes	<p><i>Negative Pledge:</i> The terms and conditions of the Notes contain a negative pledge provision.</p> <p><i>Taxation:</i> All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes or duties of whatever nature imposed or levied by way of withholding or deduction by the Issuer on behalf of the Federal Republic of Germany, or on behalf of any political subdivision or authority therein having power to tax, unless such deduction or withholding is required by law. In such event, the Issuer will, subject to certain exceptions, pay such additional amounts as shall result in receipt by the holders of the Notes of such amounts as would have been received by them had no such withholding or deduction been required.</p> <p><i>Events of Default:</i> The terms and conditions of the Notes provide for events of default entitling holders to demand immediate redemption of the Notes.</p> <p><i>Cross Default:</i> The terms and conditions of the Notes include a cross default provision.</p> <p><i>Change of Control:</i> The terms and conditions of the Notes provide for a change of control provision. Each holder is entitled to request the Issuer to redeem the Notes of each such requesting holder at their principal amount together with accrued interest upon the occurrence of a</p>

		<p>change of control.</p> <p><i>Status of the Notes, pari passu:</i> The Notes will constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer, save for certain mandatory exceptions by law.</p> <p><i>Early Redemption for Taxation Reasons:</i> Early redemption of the Notes for reasons of taxation will be permitted, if as a result of any change in, or amendment to, the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations) of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer will become obligated to pay additional amounts on the Notes.</p> <p><i>Resolutions of holders:</i> The Notes contain provisions pursuant to which the holders may by resolution consent to amendments of the terms and conditions of the Notes in accordance with the German Act on Debt Securities of 2009 (<i>Schuldverschreibungsgesetz</i> – "SchVG"), and pursuant to which the holders decide upon certain other matters regarding the Notes.</p>
C.9	<p>Interest and Redemption Payments, Yield, Name of holders' representative</p>	<p>Please see C.8.</p> <p><i>Interest and Interest Payment Dates:</i> The Notes will bear interest from and including 3 April 2014 to, but excluding, 3 April 2021 at a rate <i>per annum</i> indicated in the Pricing Notice, payable annually in arrear on 3 April in each year, commencing on 3 April 2015.</p> <p><i>Underlying on which Interest Rate is based:</i> Not applicable. The interest rate is not based on an underlying.</p> <p><i>Maturity Date, Amortization, Repayment Procedures:</i> Unless previously redeemed in whole or in part or repurchased and cancelled, the Notes shall be redeemed at their principal amount together with accrued interest on 3 April 2021. Payment of principal shall be made for on-payment to the clearing system or to its order for credit to the accounts of the respective account holders in the clearing system.</p> <p><i>Indication of yield:</i> The yield of the Notes will be set out in the Pricing Notice.</p> <p><i>Name of holders' representative:</i> Not applicable. A representative of the holders is not initially appointed. The terms and conditions provide that the respective holders may agree by majority resolution to amendments of the Terms and Conditions and appoint a holders' representative</p>

		(gemeinsamer Vertreter) to exercise the holders' rights on behalf of each holder.
C.10	Derivative component in interest payment	Please see C.9. Not applicable. The Notes have no derivative component when paying interest, which could influence the value of the Notes by having an impact on the value of the underlying instrument or several underlying instruments.
C.11	Admission to trading of securities on a regulated market	Application has been made for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange.

Section D – Risks

Element	Description of Element	Disclosure requirement
D.2	Key information on the key risks specific to the Issuer or its industry	<p>The following are risk factors regarding the Issuer and the Dürr Group that may affect the Issuer's ability to fulfil its obligations under the Notes.</p> <ul style="list-style-type: none"> • The Dürr Group's business, in particular the demand for its services and products, depends on the general economic conditions and cyclical fluctuations in the countries and markets in which it operates. • Market developments and the financial crisis in European or non-European countries could adversely affect the Dürr Group's business, financial condition, results of operations and liquidity. • The Dürr Group depends to a high degree on the development of emerging markets. • The Dürr Group is subject to material location and country-specific risks. • The Dürr Group faces risks from changes in the political, social or economic environment. • The Dürr Group might face the risk of increased import duties with a negative effect on competitiveness. • The Dürr Group operates in highly competitive industries that are highly sensitive to technological changes and its results of operations may be adversely affected by competition. • The Dürr Group's results of operations could suffer if the Dürr Group fails to innovate and develop new solutions that meet the increasingly complex demands of the markets in

		<p>which the Dürr Group operates.</p> <ul style="list-style-type: none"> • The Dürr Group depends on a limited number of customers. • The Dürr Group operates in cyclical industries. • The Dürr Group might be adversely affected by cost overruns or additional payment obligations in turnkey projects. • The business of the Dürr Group's operating brands could suffer if their reputation is damaged. • Delayed completion of projects or malfunctioning in systems manufactured by the Dürr Group, or disruption to production lines, may result in service interruptions, production downtime and extensive loss for the Dürr Group's customers. In addition, warranty and product liability claims could be brought against the Dürr Group and may not be fully covered by insurances. • In its production, the Dürr Group must rely on the supply of quality parts, products and services; the dependency on suppliers could adversely affect its business. • The Dürr Group's business is subject to operational and accident risks for which it may not be adequately insured. • The Dürr Group could be unsuccessful in adequately protecting its industrial property rights and technical expertise. • There is a risk that the Dürr Group infringes industrial property rights of third parties. • The Dürr Group is exposed to fluctuations in raw material prices. • The Dürr Group is dependent on energy supply and may face risks from rising energy prices. • Fluctuations in currency exchange rates could have a material adverse effect on the Dürr Group's financial condition and results of operations. • Fluctuations in interest rates could have an adverse effect on the Dürr Group's financial condition and results of operations. • The Dürr Group faces personnel risks. • The Dürr Group might have misjudged or may misjudge risks inherent in past or future corporate acquisitions and therefore not attain the objectives aimed for with such acquisitions. • The integration of companies acquired in the past or future
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		<p>into the Dürr Group may prove more difficult, time-consuming or costlier than expected or even fail.</p> <ul style="list-style-type: none"> • The Dürr Group might be unable to effectively manage its own growth or to develop or raise the resources necessary in order to control or support its growth. • The Dürr Group might experience failures of or other malfunctions in its computer systems. • The Dürr Group might face liquidity risks. • The Dürr Group is exposed to risk arising from pension and leasing obligations. • The Dürr Group might face an increase of tax burden as a result of ongoing and future tax audits and potential changes in applicable tax regulations. • Changes in accounting standards could have a material adverse effect on the Dürr Group's financial condition and result of operations. • The Dürr Group is exposed to risks arising from breach of environmental regulations and environmental damages. • The risk management system of the Dürr Group might turn out to be partially or in its entirety ineffective. • The Dürr Group is exposed to compliance risks. • The Dürr Group is subject to risks from legal and arbitration proceedings. • Dürr AG is a holding company and its ability to serve its payment obligations depends on the receipt of funds from its subsidiaries and participations. <p>The realisation of any of the risks described above may affect the Issuer's ability to fulfil its payment obligations under the Notes and/or lead to a decline in the market price of the Notes.</p>
D.3	<p>Key information on the key risks specific to the securities</p>	<p>An investment in the Notes involves certain risks associated with the characteristics of the Notes which could lead to substantial losses that holders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Those risks include that:</p> <ul style="list-style-type: none"> • The Notes may not be a suitable investment for all investors. • The Notes do not have an established trading market and an active trading market for the Notes may not develop. • The Notes will be structurally subordinated to indebtedness of the subsidiaries of the Issuer. • The Notes will be effectively subordinated to Issuer's debt to the extent such debt is secured by assets or guaranteed by

		<p>subsidiaries of the Issuer that are not also securing the Notes.</p> <ul style="list-style-type: none"> • The Notes are subject to a risk of early redemption. • Although the occurrence of specific change of control events will permit the holders to require redemption or repurchase of the Notes, the Issuer may not be able to redeem or repurchase such Notes. • The Terms and Conditions of the Notes including the terms of payment of principal and interest, can be amended by a holders' resolution and any such resolution will be binding for all holders. Any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding. • In case of certain events of default, the Notes will only be redeemable if holders of at least 10 per cent of the aggregate principal amount of the Notes then outstanding declare the Notes due and payable. Such declaration of acceleration might be rescinded by majority resolution of the holders. • Since no holders' representative will be appointed as from the issue date of the Notes, it will be more difficult for holders to take collective action with respect to the Notes. • It is possible that a holder may be deprived in its individual right to pursue and enforce its rights under the Terms and Conditions if such right was passed on a holders' representative. • The market value of the Notes could decrease if the creditworthiness of the Issuer worsens or is perceived to worsen. • The Notes bear specific risks typical for fixed rate notes. • The trading market for debt securities may be volatile and may be adversely impacted by many events. • No assurance can be given as to the impact of any possible judicial decision or change of laws or administrative practices after the date of this Prospectus. • The Notes are subject to exchange rate risks and exchange controls. • Investors are subject to tax risks. • The Notes are subject to inflation risks. • The Notes are subject to transaction costs and charges. • Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have
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		<p>to rely on their procedures for transfer, payment and communication with the Issuer.</p> <p>The realisation of any of the risks described above may lead to a decline in the market price of the Notes.</p>
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Section E – Offer

Element	Description of Element	Disclosure requirement
E.2b	Reasons for the offer and use of proceeds	The Issuer intends to use the net proceeds for general corporate purposes including the repayment of existing debt.
E.3	Terms and conditions of the offer	<p><i>Offering of the Notes:</i></p> <p>The Notes will be offered to institutional investors and retail investors in compliance with applicable public offer restrictions by the Managers during an offer period which will commence on 24 March 2014 and will be open until and including 3 April 2014 subject to a shortening or extension agreed by the Issuer and the Joint Lead Managers. Should the Issuer and the Joint Lead Managers determine any shortening or extension of the offer period (e.g. due to changing market conditions), such changes will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).</p> <p>The Notes may be offered to the public in each of Germany, Luxembourg, Austria and The Netherlands following the effectiveness of the notification of the Prospectus by the CSSF according to Article 18 of the Prospectus Directive.</p> <p><i>Pricing Notice:</i></p> <p>The final issue price, the aggregate principal amount of the Notes to be issued, the interest rate, the issue proceeds and the yield for the Notes will be included in a pricing notice (the "Pricing Notice") which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.</p> <p><i>Conditions of the offer:</i></p> <p>There are no conditions to which the offer is subject.</p> <p><i>Technical details of the offer:</i></p> <p>During the offer period investors may submit offers to purchase Notes to the Managers and using the information system Bloomberg or any other commonly used information systems. In the case of an order prior to the determination of the pricing details, the investors shall specify at which price they would be prepared to purchase which amount of Notes. Following determination and notification of the pricing details the Managers will offer the Notes upon request in</p>

		<p>Germany, Luxembourg, Austria and The Netherlands.</p> <p><i>Method of determination of the issue price and the interest rate:</i></p> <p>The rate of interest and the issue price for the Notes will be determined at the time of pricing on the basis of a yield which is determined by adding a credit spread to the level of the midswaps at the time of pricing. The credit spread will be determined on the basis of the orders of the investors which are received by the Managers during the offer period.</p> <p><i>Confirmation of offers placed by, and allotments to, investors:</i></p> <p>Each investor who has submitted an order in relation to the Notes and whose order is accepted by the Managers will receive a confirmation by electronic mail, fax or through commonly used information systems setting out its respective allotment of Notes. Before an investor receives a confirmation from the Managers that its offer to purchase Notes has been accepted, the investor may reduce or withdraw its purchase order.</p> <p><i>Delivery of the Notes to investors:</i></p> <p>Following the determination of the pricing details and confirmation which orders have been accepted and which amounts have been allotted to particular investors, delivery and payment of the Notes will be made within five business days after the date of pricing of the Notes and the confirmation of the allotment to investors. The Notes so purchased will be delivered via book-entry through the clearing systems and their depository banks against payment of the Issue Price.</p>
E.4	A description of any interest that is material to the issue/ offer including conflicting interests.	<p>The Managers or their affiliates have provided from time to time, and expect to provide in the future, banking services to the Issuer and its affiliates, for which the Managers or their affiliates have received or will receive customary fees and commissions.</p> <p>There are no interests of natural and legal persons other than the Issuer and the Managers involved in the issue, including conflicting ones that are material to the issue.</p>
E.7	Estimated expenses charged to the investor by the issuer or the offeror.	<p>Not applicable. The investors will not directly be charged any costs, expenses or taxes. Investors must, however, inform themselves about any costs, expenses or taxes in connection with the Notes which are generally applicable in their respective country of residence, including any charges their own depository banks charge them for purchasing or holding securities.</p>

GERMAN TRANSLATION OF THE SUMMARY (ZUSAMMENFASSUNG)

Zusammenfassungen bestehen aus Informationsblöcken, die als "Angaben" bezeichnet werden. Diese Angaben sind in Abschnitten A-E (A.1 – E.7) nummeriert.

Diese Zusammenfassung enthält alle Angaben, die für eine Zusammenfassung für diese Art von Wertpapier und diese Emittentin erforderlich sind. Da einige Angaben nicht aufgenommen werden müssen, kann die Nummerierung Lücken enthalten.

Auch wenn eine Angabe für diese Art von Wertpapier und diese Emittentin in diese Zusammenfassung aufgenommen werden muss, kann es sein, dass keine relevanten Informationen zur Verfügung stehen. In diesem Fall wird eine kurze Beschreibung der geforderten Angabe mit dem Hinweis "entfällt" in die Zusammenfassung aufgenommen.

Abschnitt A – Einleitung und Warnhinweise

Punkt	Beschreibung	Geforderte Angaben
A.1	Warnhinweise	<p>Die Zusammenfassung sollte als Einleitung zu diesem Prospekt verstanden werden.</p> <p>Ein Anleger sollte sich bei jeder Entscheidung, in die Schuldverschreibungen zu investieren, auf den Prospekt als Ganzes stützen.</p> <p>Ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, muss möglicherweise nach den nationalen Rechtsvorschriften seines Mitgliedstaats zum Vertrag über den Europäischen Wirtschaftsraum (EWR) für die Übersetzung des Prospekts aufkommen, bevor das Verfahren eingeleitet werden kann.</p> <p>Anleger sollten beachten, dass zivilrechtlich nur diejenigen Personen haften, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, oder sie, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, nicht alle erforderlichen Schlüsselinformationen vermittelt, die in Bezug auf Anlagen in die Schuldverschreibungen für die Anleger eine Entscheidungshilfe darstellen.</p>
A.2	Zustimmung zur Verwendung des Prospekts	<p>Deutsche Bank AG, London Branch und HSBC Bank plc (jeweils ein "Gemeinsamer Konsortialführer") und zusammen die "Gemeinsamen Konsortialführer") und Commerzbank Aktiengesellschaft, Landesbank Baden-Württemberg und UniCredit Bank AG (jeweils eine "Co-Konsortialbank" und zusammen die "Co-Konsortialbanken" und die Co-Konsortialbanken zusammen mit den Gemeinsamen Konsortialführern die "Konsortialbanken") und jeder weitere Finanzintermediär, der die emittierten</p>

		<p>Schuldverschreibungen nachfolgend weiter verkauft oder endgültig platziert, ist berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen während des Zeitraums vom 24. März 2014 (einschließlich) bis 7. April 2014 (einschließlich) in Österreich, Deutschland, den Niederlanden und Luxemburg zu verwenden, vorausgesetzt jedoch, dass der Prospekt in Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) (das "Luxemburger Prospektrecht") umsetzt, noch gültig ist.</p> <p>Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen nach Art. 13 des Luxemburger Prospektrechts übergeben werden. Jeder Nachtrag zum Prospekt nach Art. 13 des Luxemburger Prospektrechts kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) eingesehen werden.</p> <p>Bei der Nutzung des Prospektes hat jeder jeweilige weitere Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.</p> <p>Für den Fall, dass ein weiterer Finanzintermediär ein Angebot macht, informiert dieser weitere Finanzintermediär die Anleger zum Zeitpunkt der Angebotsvorlage über die Angebotsbedingungen der Schuldverschreibungen.</p>
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Abschnitt B – Emittent

Punkt	Beschreibung	Geforderte Angaben
B.1	Gesetzliche und kommerzielle Bezeichnung	Dürr Aktiengesellschaft ist die gesetzliche und Dürr AG die kommerzielle Bezeichnung der Emittentin.
B.2	Sitz, Rechtsform, geltendes Recht und Land der Gründung	Dürr Aktiengesellschaft („ Dürr AG “) ist eine nach dem Recht der Bundesrepublik Deutschland gegründete und operierende deutsche Aktiengesellschaft mit Sitz in der Bundesrepublik Deutschland.
B.4b	Bereits bekannte Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	Die Dürr Gruppe erwartet, dass die Automobilhersteller zahlreiche Investitionsvorhaben planen. Es wird damit gerechnet, dass die Automobilindustrie weiterhin eine Wachstumsbranche bleibt, dies unterstreichen die öffentlich prognostizierten Produktionszuwächse von 6% für 2014 beziehungsweise 7% für 2015. Den Bau neuer Automobilwerke erwartet die Dürr Gruppe vor allem in den Emerging Markets, wo

		zusätzliche Produktionskapazitäten benötigt werden. Zudem erwartet die Dürr Gruppe, vor allem in den etablierten Märkten, einen steigenden Bedarf für Erhaltungs- und Modernisierungsinvestitionen, weil viele Automobilfabriken veraltet sind. Vor diesem Hintergrund und mit Blick auf den hohen Auftragsbestand der Dürr Gruppe als auch auf das Wachstumspotential im Service-Geschäft stuft die Dürr Gruppe die Visibilität ihres Geschäftsverlaufs in 2014 und 2015 als gut ein.
B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	<p>Die Dürr AG agiert als Holdinggesellschaft der Dürr Gruppe und nimmt als Management-Holding konzernübergreifende Aufgaben wahr. Hierbei handelt es sich zum Beispiel um Finanzierung, Konzern-Controlling und Konzern-Rechnungswesen sowie Recht, interne Revision, Unternehmenskommunikation und Personalmanagement. Die konzernweite Informationstechnologie wird durch die Tochtergesellschaft Dürr IT Service GmbH gesteuert.</p> <p>Das operative Geschäft der Dürr Gruppe verteilt sich auf die vier Unternehmensbereiche Paint and Assembly Systems, Application Technology, Measuring and Process Systems und Clean Technology Systems, die auch berichtspflichtige Segmente im Sinne der International Financial Reporting Standards, wie sie in der Europäischen Union anzuwenden sind ("IFRS"), bilden.</p>
B.9	Gewinnprognosen oder -schätzungen	Entfällt. Es wird keine Gewinnprognose oder -schätzung getätigt.
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Entfällt. Der Abschlussprüfer hat jeweils einen uneingeschränkten Bestätigungsvermerk zu den IFRS Konzernabschlüssen der Dürr AG für die am 31. Dezember 2012 und am 31. Dezember 2013 endenden Geschäftsjahre erteilt.

B.12	Ausgewählte wesentliche historische Finanzinformationen	Die folgende Tabelle enthält ausgewählte Finanzinformationen über die Dürr Gruppe. Die als "geprüft" gekennzeichneten Informationen entstammen den geprüften IFRS Konzernabschlüssen der Dürr AG für die zum 31. Dezember 2012 und zum 31. Dezember 2013 endenden Geschäftsjahre sowie dem geprüften Konzernlagebericht aus dem Geschäftsbericht 2012 der Dürr AG und dem geprüften Konzernlagebericht aus dem Geschäftsbericht 2013 der Dürr AG.	
		Geschäftsjahr 2013 (geprüft)	Geschäftsjahr 2012 (geprüft)
(EUR in Millionen, soweit nicht anders angegeben)			
Auftragseingang ⁽¹⁾	2.387,1	2.596,8	
Umsatzerlöse	2.406,9	2.399,8	
EBITDA ⁽¹⁾⁽²⁾	230,4	205,4	
EBIT ⁽³⁾	203,0	176,9	
Ergebnis des Dürr Konzerns	140,9	111,4	
Cash-flow aus laufender Geschäftstätigkeit	329,1	117,6	
Free Cashflow ⁽¹⁾⁽⁴⁾	261,9	65,9	
		Zum und für das zum 31. Dezember 2013 endende Geschäftsjahr (geprüft)	Zum und für das zum 31. Dezember 2012 endende Geschäftsjahr (geprüft)
(EUR in Millionen, soweit nicht anders angegeben)			
Summe Aktiva Dürr Konzern	1.991,8	1.807,7	
Summe Eigenkapital (einschließlich nicht beherrschende Anteile)	511,4	432,1	
Nettofinanzstatus ⁽¹⁾⁽⁵⁾	280,5	96,7	
ROCE ⁽¹⁾⁽⁶⁾	66,2%	43,9%	
Gearing Ratio ⁽⁷⁾	-121,5%	-28,8%	
Mitarbeiter	8.142	7.652	
<p>(1) Dem geprüften Konzernlageberichten des Geschäftsberichts 2012 der Dürr AG und dem geprüften Konzernlagebericht des Geschäftsberichts 2013 der Dürr AG entnommen.</p> <p>(2) "EBITDA" ist definiert als: Das Ergebnis vor Beteiligungsergebnis, Zinsergebnis, Ertragsteuern und Abschreibungen von immateriellen Vermögenswerten und Sachanlagen (inkl. außerplanmäßigen Abschreibungen und Zuschreibungen; jedoch ohne die im Zinsergebnis berücksichtigten Abschreibungen). EBITDA ist nicht durch IFRS definiert. Potentielle Investoren sollten bedenken, dass diese Kennzahl nicht in einer konsistenten Weise verwandt wird oder standardisiert ist, ihre Berechnung variieren kann und dass die Kennzahl an sich keine Basis darstellt, verschiedene Gesellschaften zu vergleichen. Zudem ersetzt sie nicht die wesentlichen Finanzzahlen der Konzern-Gewinn- und Verlustrechnung und der Konzern-Kapitalflussrechnung, die in Übereinstimmung mit IFRS ermittelt wurden.</p> <p>(3) "EBIT" ist definiert als Ergebnis vor Beteiligungsergebnis, Zinsergebnis und Ertragssteuern. EBIT ist nicht durch IFRS definiert. Potentielle Investoren sollten bedenken, dass diese Kennzahl nicht in einer konsistenten Weise verwandt wird oder standardisiert ist, ihre Berechnung variieren kann und dass die Kennzahl an sich keine Basis darstellt, verschiedene Gesellschaften zu vergleichen. Zudem ersetzt sie nicht die wesentlichen Finanzzahlen der Konzern-Gewinn- und Verlustrechnung und der Konzern-Kapitalflussrechnung, die in Übereinstimmung mit IFRS ermittelt wurden.</p> <p>(4) "Free Cashflow" ist definiert als: Cashflow aus laufender Geschäftstätigkeit abzüglich Investitionen (Erwerb von immateriellen Vermögenswerten und Erwerb von Sachanlagen) und abzüglich geleistete Zinsausgaben und zuzüglich erhaltene Zinseinnahmen. Free Cashflow ist nicht durch IFRS definiert. Potentielle Investoren sollten bedenken, dass diese Kennzahl nicht in einer konsistenten Weise verwandt wird oder standardisiert ist, ihre Berechnung variieren kann und dass die Kennzahl an sich keine Basis darstellt, verschiedene Gesellschaften zu vergleichen. Zudem ersetzt sie nicht die wesentlichen Finanzzahlen der</p>			

	<p>Konzern-Gewinn- und Verlustrechnung und der Konzern-Kapitalflussrechnung, die in Übereinstimmung mit IFRS ermittelt wurden.</p> <p>(5) "Nettofinanzstatus" ist definiert als: Flüssige Mittel (Zahlungsmittel und Zahlungsmitteläquivalente, Termingelder und sonstige kurzfristige Wertpapiere sowie bis zur Endfälligkeit gehaltene Wertpapiere und sonstige Ausleihungen) abzüglich Finanzverbindlichkeiten (Anleihe zuzüglich Verbindlichkeiten gegenüber Kreditinstituten). Nettofinanzstatus ist nicht durch IFRS definiert. Potentielle Investoren sollten bedenken, dass diese Kennzahl nicht in einer konsistenten Weise verwandt wird oder standardisiert ist, ihre Berechnung variieren kann und dass die Kennzahl an sich keine Basis darstellt, verschiedene Gesellschaften zu vergleichen. Zudem ersetzt sie nicht die wesentlichen Finanzzahlen der Konzern-Gewinn- und Verlustrechnung und der Konzern-Kapitalflussrechnung, die in Übereinstimmung mit IFRS ermittelt wurden.</p> <p>(6) "ROCE" ist definiert als das in Prozent ausgedrückte Verhältnis von EBIT zu Capital Employed. "Capital Employed" ist definiert als Summe der lang- und kurzfristigen Vermögenswerte minus Verbindlichkeiten (ohne zinstragende Positionen). ROCE ist nicht durch IFRS definiert. Potentielle Investoren sollten bedenken, dass diese Kennzahl nicht in einer konsistenten Weise verwandt wird oder standardisiert ist, ihre Berechnung variieren kann und dass die Kennzahl an sich keine Basis darstellt, verschiedene Gesellschaften zu vergleichen. Zudem ersetzt sie nicht die wesentlichen Finanzzahlen der Konzern-Gewinn- und Verlustrechnung und der Konzern-Kapitalflussrechnung, die in Übereinstimmung mit IFRS ermittelt wurden.</p> <p>(7) "Gearing Ratio" ist definiert als das in Prozent ausgedrückte Verhältnis von negativem Nettofinanzstatus zu Eigenkapital abzüglich Nettofinanzstatus. Gearing Ratio ist nicht durch IFRS definiert. Potentielle Investoren sollten bedenken, dass diese Kennzahl nicht in einer konsistenten Weise verwandt wird oder standardisiert ist, ihre Berechnung variieren kann und dass die Kennzahl an sich keine Basis darstellt, verschiedene Gesellschaften zu vergleichen. Zudem ersetzt sie nicht die wesentlichen Finanzzahlen der Konzern-Gewinn- und Verlustrechnung und der Konzern-Kapitalflussrechnung, die in Übereinstimmung mit IFRS ermittelt wurden.</p>
	<p>Wesentliche Verschlechterung der Aussichten der Emittentin</p> <p>Die Aussichten der Dürr AG haben sich seit dem 31. Dezember 2013 nicht wesentlich verschlechtert.</p>
	<p>Signifikante Veränderungen in der Finanz- bzw. Handelsposition</p> <p>Zum 1. März 2014 wurden bei deutschen Dürr-Tochtergesellschaften Rückdeckungsversicherungen mit einem Zeitwert von EUR 13,7 Millionen erworben, um Zins- und Langlebigerisiken weiterer bedeutender Pensionszusagen zu reduzieren.</p> <p>Abgesehen davon gab es seit dem 31. Dezember 2013 keine wesentlichen Änderungen in der Finanzlage oder der Handelsposition der Emittentin.</p>
B.13	<p>Letzte Entwicklungen</p> <p>Entfällt: Es gibt keine Ereignisse aus jüngster Zeit in Bezug auf die Emittentin seit dem letzten veröffentlichten geprüften Jahresabschluss vom 31. Dezember 2013, die für die Bewertung der Zahlungsfähigkeit der Emittentin in hohem Maße relevant sind.</p>
B.14	<p>Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe</p> <p>Siehe B.5</p> <p>Entfällt: Die Emittentin ist die Muttergesellschaft der Dürr Gruppe und nicht von anderen Gesellschaften innerhalb der Dürr Gruppe abhängig.</p>
B.15	<p>Haupttätigkeiten</p> <p>Die Dürr AG ist die Holdinggesellschaft der Dürr Gruppe, der nach eigener Einschätzung einer der weltweit führenden Anbieter von Produkten, Systemen und Dienstleistungen vorwiegend für die Automobilfertigung ist. Das Angebot der Dürr Gruppe umfasst wesentliche Fertigungsstufen eines Fahrzeugs. Als Systemanbieter plant und baut die Dürr Gruppe</p>

		<p>Lackierereien und Endmontagewerke. Neben dem Bau kompletter Werke liefert die Dürr Gruppe in der Lackier- und Montagetechnik auch einzelne Produkte und Gewerke. Dazu zählen zum Beispiel Lackierroboter, Karosserietrockner und Lackierkabinen sowie Prüf-, Befüll- und Montagestationen für die Fahrzeugendmontage. Die Dürr Gruppe liefert zudem Reinigungsanlagen sowie Auswuchtsysteme für die Produktion von Antriebssträngen. Das Angebot der Dürr Gruppe in Umwelttechnologien besteht aus Abluftreinigungssystemen und Systemen zur Verbesserung der Energieeffizienz von Produktionsprozessen.</p> <p>Die Dürr Gruppe besteht aus vier Unternehmensbereichen: Paint and Assembly Systems, Application Technology, Measuring and Process Systems und Clean Technology Systems. Die vier Unternehmensbereiche sind in sechs Geschäftsbereiche unterteilt, die 50 Standorte in 24 Ländern betreiben.</p> <p><i>Paint and Assembly Systems</i></p> <p>Der Unternehmensbereich Paint and Assembly Systems ist dem Anlagenbaugeschäft der Dürr Gruppe zuzuordnen. Innerhalb des Unternehmensbereichs ist der Geschäftsbereich Paint and Final Assembly Systems für die Planung und den Bau schlüsselfertiger Lackierereien und Endmontagelinien für die Automobilindustrie zuständig. Als Systempartner übernimmt der Geschäftsbereich die komplette Projektabwicklung von der Layout- und Detailplanung bis zur Inbetriebnahme. In der Lackieranlagentechnik bietet Paint and Final Assembly Systems Hard- und Software-Lösungen für alle Prozessstufen. Das zweite, deutlich kleinere Standbein des Unternehmensbereichs Paint and Assembly Systems ist das Geschäft mit Flugzeugproduktionstechnik. Diese Aktivitäten sind dem Geschäftsbereich Aircraft and Technology Systems zugeordnet. Aircraft and Technology Systems bietet Systeme für die Montage und die Lackierung von Flugzeugen. Seine Kernkompetenz ist neben der Lackiertechnik die Entwicklung und der Bau schlüsselfertiger Anlagen zum Positionieren und Fügen vormontierter Flugzeugbauteile.</p> <p><i>Application Technology</i></p> <p>Der Unternehmensbereich Application Technology ist hauptsächlich im Maschinenbau aktiv. Dem Unternehmensbereich ist der gleichnamige Geschäftsbereich Application Technology zugeordnet. Application Technology ist in drei Feldern aktiv: Lackapplikationstechnik, Sealing-Technik und Klebetechnik. Technologisch haben die drei Felder eine gemeinsame Basis, und zwar das exakt dosierte Auftragen von Flüssigkeiten unterschiedlicher Viskosität.</p>
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		<p><i>Measuring and Process Systems</i></p> <p>Bei Measuring and Process Systems handelt es sich um einen Maschinenbau-Unternehmensbereich. Über den Geschäftsbereich Balancing and Assembly Products bietet Measuring and Process Systems Auswucht- und Diagnosetechnik sowie Montage-, Prüf- und Befülltechnikprodukte an. Der ebenfalls dem Unternehmensbereich Measuring and Process Systems zugeordnete Geschäftsbereich Cleaning and Surface Processing bietet industrielle Reinigungstechnik an. Seine wichtigste Absatzbranche ist die Automobilindustrie, aber auch Firmen aus anderen metallverarbeitenden Branchen setzen Reinigungsanlagen der Marken Dürr Ecoclean und UCM ein.</p> <p><i>Clean Technology Systems</i></p> <p>Der Unternehmensbereich Clean Technology Systems ist dem Anlagenbaugeschäft der Dürr Gruppe zuzuordnen. Zu ihm gehört der gleichnamige Geschäftsbereich Clean Technology Systems. Clean Technology Systems bietet umwelttechnische Anlagen zur Beseitigung von Schadstoffen in der Abluft industrieller Fertigungsprozesse. Ursprünglich auf die Abluftreinigung in Automobillackierereien spezialisiert, erwirtschaftet der Geschäftsbereich heute rund 80% seines Umsatzes mit anderen Branchen, vor allem Chemie und Pharma, aber auch Holzverarbeitung und Kohlefaserherstellung. Das Angebotsspektrum umfasst alle gängigen Verfahren zur Abluftreinigung. In der Energieeffizienztechnik bietet die Dürr-Gruppe ein breites Produktspektrum für die effiziente Nutzung von Wärme, Kälte und Strom an.</p>												
B.16	Beteiligung; Beherrschungsverhältnis	<p>Entfällt: die Dürr AG wird ihrer Kenntnis nach nicht von einer anderen Gesellschaft beherrscht.</p> <p>Die folgenden Anteilseigner haben der Dürr AG in Übereinstimmung mit §§ 21 ff. Wertpapierhandelsgesetz (<i>WpHG</i>) mitgeteilt, dass mindestens 3% der Stimmrechte an der Dürr AG entweder unmittelbar von ihnen gehalten werden oder ihnen zugerechnet werden:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Anteil</th> <th>Referenzdatum der letzten Mitteilung</th> </tr> </thead> <tbody> <tr> <td>Heinz Dürr GmbH</td> <td>25,10%</td> <td>31. Dezember 2013</td> </tr> <tr> <td>Heinz und Heide Dürr Stiftung</td> <td>3,50%</td> <td>31. Dezember 2013</td> </tr> <tr> <td>BlackRock Inc.</td> <td>3,04%</td> <td>22. März 2013</td> </tr> </tbody> </table>	Name	Anteil	Referenzdatum der letzten Mitteilung	Heinz Dürr GmbH	25,10%	31. Dezember 2013	Heinz und Heide Dürr Stiftung	3,50%	31. Dezember 2013	BlackRock Inc.	3,04%	22. März 2013
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Heinz und Heide Dürr Stiftung	3,50%	31. Dezember 2013												
BlackRock Inc.	3,04%	22. März 2013												
B.17.	Kreditratings der Emittentin oder ihrer Schuldtitel	Entfällt: Weder für die Emittentin noch für ihre Schuldverschreibungen wurde ein Rating erstellt.												

Abschnitt C – Wertpapiere

Punkt	Beschreibung	Geforderte Angaben
C.1	Gattung und Art der Wertpapiere, einschließlich der Wertpapierkennnummer (WKN)	<p>Die Emittentin begibt unbesicherte und nicht nachrangige festverzinsliche Schuldverschreibungen (die "Schuldverschreibungen").</p> <p>Die Wertpapierkennnummern der Schuldverschreibungen sind: ISIN: XS1048589458; Common Code: 104858945; und WKN: A1YC44.</p>
C.2	Währung der Wertpapieremission	Euro
C.5	Beschränkungen für die freie Übertragbarkeit	Entfällt: Die Schuldverschreibungen sind frei übertragbar. Jedoch unterliegen das Angebot und der Verkauf von Schuldverschreibungen sowie die Verteilung von Angebotsmaterialien regulatorischen Beschränkungen, die abhängig von der jeweiligen Rechtsordnung, in der die Schuldverschreibungen angeboten oder verkauft werden oder die Angebotsmaterialien verteilt werden, variieren.
C.8	Rechte, die mit den Schuldverschreibungen verbunden sind, Rangordnung, Beschränkung der Rechte	<p><i>Negativverpflichtung:</i> Die Anleihebedingungen der Schuldverschreibungen enthalten eine Negativverpflichtung.</p> <p><i>Steuern:</i> Alle in Bezug auf die Schuldverschreibungen zahlbaren Kapital- oder Zinsbeträge werden ohne Einbehalt oder Abzug durch die Emittentin für oder wegen Steuern oder Abgaben gleich welcher Art gezahlt, die von der Bundesrepublik Deutschland, oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde dieses Staates auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In einem solchen Fall wird die Emittentin, vorbehaltlich einiger Ausnahmen, zusätzliche Beträge in der Höhe leisten, die erforderlich sind, damit die den Gläubigern der Schuldverschreibungen zufließenden Beträge jeweils den Beträgen entsprechen, die die Gläubiger der Schuldverschreibungen ohne einen solchen Einbehalt oder Abzug erhalten hätten.</p> <p><i>Kündigungsgründe:</i> In den Anleihebedingungen sind Kündigungsgründe enthalten, die die Gläubiger der Schuldverschreibungen berechtigen, die unverzügliche Rückzahlung der Schuldverschreibungen zu verlangen.</p>

		<p><i>Cross Default:</i> Die Anleihebedingungen enthalten eine Cross-Default-Klausel.</p> <p><i>Kontrollwechsel:</i> Die Anleihebedingungen enthalten eine Kontrollwechsel-Klausel. Jeder Gläubiger der Schuldverschreibungen hat das Recht, die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag zuzüglich aufgelaufener Zinsen zu verlangen, wenn ein Kontrollwechsel eingetreten ist.</p> <p><i>Status der Schuldverschreibungen, pari passu :</i> Die Schuldverschreibungen sind unbesicherte, nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit bestimmte zwingende gesetzliche Bestimmungen nichts anderes vorschreiben.</p> <p><i>Vorzeitige Rückzahlung aus steuerlichen Gründen:</i> Die vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist zulässig, falls als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze oder Vorschriften (einschließlich jeder Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze oder Vorschriften) der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden, die Emittentin zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen verpflichtet ist.</p> <p><i>Gläubigerbeschlüsse:</i> Die Schuldverschreibungen enthalten Bestimmungen, nach denen die Gläubiger der Schuldverschreibungen einer Änderung der Anleihebedingungen in Übereinstimmung mit dem Schuldverschreibungsgesetz 2009 ("SchVG") zustimmen und gewisse sonstige Maßnahmen in Bezug auf die Schuldverschreibungen treffen können.</p>
C.9	Zinssatz und Fälligkeitstermine, Rendite, Name des Gläubigervertreters	<p>Siehe C.8</p> <p><i>Zinssatz und Zinszahlungstage:</i> Die Schuldverschreibungen werden vom 3. April 2014 (einschließlich) bis zum 3. April 2021 (ausschließlich) mit einem in der Pricing Notice angegebenen jährlichen Zinssatz verzinst. Die Zinsen sind nachträglich am 3. April eines jeden Jahres, erstmals am 3. April 2015 zahlbar.</p> <p><i>Basiswert auf dem der Zinssatz basiert:</i> Entfällt. Der Zinssatz basiert auf keinem Basiswert.</p> <p><i>Fälligkeitstag, Tilgung einschließlich Rückzahlungsverfahren:</i> Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder zurückgekauft und entwertet, werden die Schuldverschreibungen zu ihrem Nennbetrag zuzüglich aufgelaufener Zinsen am 3. April 2021 zurückgezahlt. Die Zahlung des Nennbetrags erfolgt an das Clearingsystem oder dessen Order zur Gutschrift für die jeweiligen</p>

		<p>Kontoinhaber des Clearingsystems.</p> <p><i>Rendite:</i> Die Rendite der Schuldverschreibungen wird in der Pricing Notice angegeben.</p> <p><i>Name des Gläubigervertreeters:</i> Entfällt. Ein Gläubigervertreter wird nicht bestellt. Die Anleihebedingungen sehen vor, dass die Gläubiger der Schuldverschreibungen durch Mehrheitsbeschluss Änderungen der Anleihebedingungen zustimmen und zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger der Schuldverschreibungen bestellen können.</p>
C.10	Erläuterung wie der Wert der Anlage beeinflusst wird, falls die Schuldverschreibungen eine derivative Komponente bei der Zinszahlung aufweisen	<p>Siehe C.9</p> <p>Entfällt. Die Schuldverschreibungen haben keine derivative Komponente bei der Zinszahlung, die den Wert der Schuldverschreibungen durch den Wert eines Basisinstruments oder verschiedener Basisinstrumente beeinflussen könnte.</p>
C.11	Einführung in einen regulierten Markt oder einem gleichwertigen Markt	<p>Die Zulassung der Schuldverschreibungen zum Handel am regulierten Markt der Luxemburger Wertpapierbörse wurde beantragt.</p>

Abschnitt D – Risiken

Punkt	Beschreibung	Geforderte Angaben
D.2	Zentrale Angaben zu den zentralen Risiken, die der Emittentin oder ihrer Branche eigen sind	<p>Es folgen die Risikofaktoren, die sich auf die Fähigkeit der Dürr AG und der Dürr Gruppe auswirken können, ihren Verpflichtungen unter den Schuldverschreibungen nachzukommen.</p> <ul style="list-style-type: none"> • Das Geschäft der Dürr Gruppe, insbesondere die Nachfrage nach ihren Dienstleistungen und Produkten, ist von der allgemeinen Wirtschaftslage und konjunkturellen Schwankungen in den Ländern und Märkten, in denen sie tätig ist, abhängig. • Marktentwicklungen und die Staatsschuldenkrise in europäischen sowie in nicht europäischen Ländern könnten sich nachteilig auf das Geschäft, die Vermögens-, Finanz-

		<p>und Ertragslage und die Liquidität der Dürr Gruppe auswirken.</p> <ul style="list-style-type: none"> • Die Dürr Gruppe ist zu einem hohen Grad von Entwicklungen in den Märkten der Schwellenländer abhängig. • Die Dürr Gruppe ist wesentlichen standorts- und länderspezifischen Risiken ausgesetzt. • Die Dürr Gruppe ist Risiken ausgesetzt, die sich durch Änderungen des politischen, sozialen oder wirtschaftlichen Umfelds ergeben können. • Die Dürr Gruppe könnte steigenden Einfuhrabgaben unterliegen, was sich nachteilig auf die Wettbewerbsfähigkeit der Dürr Gruppe auswirken könnte. • Die Dürr Gruppe ist in sehr wettbewerbsintensiven Branchen tätig, die sehr empfindlich auf technologische Entwicklungen reagieren. Der Wettbewerb könnte sich nachteilig auf die Ertragslage der Dürr Gruppe auswirken. • Die Ertragslage der Dürr Gruppe könnten beeinträchtigt werden, wenn es ihr nicht gelingt, neuartige Lösungen zu entwickeln und einzuführen, die den zunehmend komplexeren Ansprüchen der Märkte, auf denen die Dürr Gruppe tätig ist, gerecht werden. • Die Dürr Gruppe ist von einer begrenzten Anzahl an Kunden abhängig. • Die Dürr Gruppe ist in zyklischen Branchen tätig. • Die Dürr Gruppe könnte durch Mehrkosten oder zusätzliche Zahlungsverpflichtungen in schlüsselfertigen Projekten beeinträchtigt werden. • Das Geschäft der operativen Marken der Dürr Gruppe könnte beeinträchtigt werden, wenn ihr Ruf beschädigt würde. • Die verspätete Fertigstellung von Projekten bzw. Fehlfunktionen in durch die Dürr Gruppe hergestellten Systemen bzw. Unterbrechungen von Produktionslinien könnten zu Betriebsstörungen, Produktionsausfallzeiten und erheblichen Verlusten für die Kunden der Dürr Gruppe führen. Zusätzlich könnten Gewährleistungs- und Produkthaftungsansprüche gegen die Dürr Gruppe geltend gemacht werden, gegen die diese nicht ausreichend versichert sein könnte. • Die Dürr Gruppe ist in ihren Produktionsprozessen von der Lieferung hochwertiger Einzelteile, Produkte und Dienstleistungen abhängig; die Abhängigkeit von
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		<p>Lieferanten könnte sich nachteilig auf das Geschäft der Dürr Gruppe auswirken.</p> <ul style="list-style-type: none"> • Das Geschäft der Dürr Gruppe ist Betriebs- und Unfallrisiken ausgesetzt, gegen die sie unter Umständen nicht ausreichend versichert ist. • Der Dürr Gruppe könnte es nicht gelingen, ihr geistiges Eigentum und technisches Wissen angemessen zu schützen. • Es besteht das Risiko, dass die Dürr Gruppe geistiges Eigentum Dritter verletzen könnte. • Die Dürr Gruppe ist Schwankungen von Rohstoffpreisen ausgesetzt. • Die Dürr Gruppe ist abhängig von Energieversorgung und könnte Risiken durch steigende Energiekosten ausgesetzt sein. • Schwankungen in Währungskursen könnten einen erheblichen nachteiligen Effekt auf die Vermögens-, Finanz- und Ertragslage der Dürr Gruppe haben. • Zinsschwankungen könnten einen nachteiligen Effekt auf die Vermögens-, Finanz- und Ertragslage der Dürr Gruppe haben. • Die Dürr Gruppe ist personellen Risiken ausgesetzt. • Die Dürr Gruppe könnte Risiken im Zusammenhang mit vergangenen oder zukünftigen Unternehmensübernahmen falsch eingeschätzt haben oder zukünftig falsch einschätzen und daher die mit der Übernahme verfolgten Ziele nicht erreichen. • Die Integration von in der Vergangenheit erworbenen oder in der Zukunft zu erwerbenden Unternehmen in die Dürr Gruppe könnte sich als schwieriger, langwieriger oder kostspieliger als erwartet herausstellen oder sogar fehlschlagen. • Die Dürr Gruppe könnte nicht in der Lage sein, das eigene Wachstum wirksam zu bewältigen oder die erforderlichen Mittel zu entwickeln oder bereitzustellen um das Wachstum zu steuern oder zu unterstützen. • Die Dürr Gruppe könnte Ausfälle des Rechenzentrums oder andere Systemfehlfunktionen erleiden. • Die Dürr Gruppe könnte Liquiditätsrisiken ausgesetzt sein. • Die Dürr Gruppe unterliegt Risiken aus Pensions- und Leasingverpflichtungen. • Die Dürr Gruppe könnte infolge laufender oder künftiger
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		<p>Betriebsprüfungen und möglicher Änderungen geltender Steuervorschriften einer höheren Steuerlast unterliegen.</p> <ul style="list-style-type: none"> • Änderungen von Rechnungslegungsgrundsätzen könnten erhebliche nachteilige Auswirkungen auf die Vermögens-, Finanz- und Ertragslage der Dürr Gruppe haben. • Die Dürr Gruppe ist Risiken aus möglichen Verstößen gegen Umweltverordnungen und aus Umweltschäden ausgesetzt. • Das Risikomanagementsystem der Dürr Gruppe könnte sich als teilweise oder insgesamt ineffektiv herausstellen. • Die Dürr Gruppe ist Compliance Risiken ausgesetzt. • Die Dürr Gruppe ist Risiken aus Gerichts- und Schiedsverfahren ausgesetzt. • Die Dürr AG ist eine Holdinggesellschaft, und ihre Fähigkeit zur Erfüllung ihrer Zahlungsverpflichtungen hängt davon ab, dass sie Mittel von ihren Tochtergesellschaften und Beteiligungen erhält. <p>Der Eintritt eines jeden der vorgenannten Risiken kann die Fähigkeit der Emittentin beeinträchtigen, ihren aus den Schuldverschreibungen resultierenden Zahlungsverpflichtungen nachzukommen, und/oder zu einem Wertverlust der Schuldverschreibungen führen.</p>
D.3	<p>Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind</p>	<p>Eine Anlage in die Schuldverschreibungen ist mit bestimmten Risiken im Zusammenhang mit den Merkmalen der Schuldverschreibungen verbunden. Diese Risiken könnten zu erheblichen Verlusten führen, welche die Gläubiger zu tragen hätten, wenn sie ihre Schuldverschreibungen verkaufen oder wenn Verluste im Zusammenhang mit der Zahlung von Zinsen oder der Rückzahlung entstehen. Zu diesen Risiken gehören:</p> <ul style="list-style-type: none"> • Die Schuldverschreibungen sind möglicherweise nicht für alle Anleger geeignet. • Für die Schuldverschreibungen existiert kein etablierter Handelsmarkt, und möglicherweise entwickelt sich kein aktiver Handelsmarkt für die Schuldverschreibungen. • Die Schuldverschreibungen gehen strukturell den Verbindlichkeiten der Tochtergesellschaften der Emittentin im Rang nach. • Die Schuldverschreibungen gehen effektiv den besicherten Verbindlichkeiten der Emittentin nach, soweit diese Verbindlichkeiten mit Vermögenswerten oder Garantien von Tochtergesellschaften der Emittentin besichert sind, die nicht ebenfalls die Schuldverschreibungen besichern.

		<ul style="list-style-type: none"> • Die Schuldverschreibungen unterliegen dem Risiko, vorzeitig zurückgezahlt zu werden. • Auch wenn die Gläubiger nach Eintritt bestimmter Kontrollwechsel-Ereignisse berechtigt sind, die Rückzahlung oder den Rückkauf der Schuldverschreibungen zu verlangen, könnte die Emittentin nicht in der Lage sein, die betreffenden Schuldverschreibungen zurückzuzahlen bzw. zurückzukaufen. • Die Anleihebedingungen, einschließlich der Bestimmungen für die Zahlung von Kapital und Zinsen, können durch einen Beschluss der Gläubiger geändert werden, und ein solcher Beschluss ist für alle Gläubiger verbindlich. Ein solcher Beschluss kann effektiv mit Zustimmung von weniger als der Mehrheit des Gesamtnennbetrages der ausstehenden Schuldverschreibungen gefasst werden. • Bei Eintritt bestimmter Kündigungsgründe werden die Schuldverschreibungen erst zurückgezahlt, wenn die Gläubiger von mindestens 10% des Gesamtnennbetrages der zum jeweiligen Zeitpunkt ausstehenden Schuldverschreibungen kündigen. Eine solche Kündigung könnte durch Mehrheitsbeschluss der Gläubiger aufgehoben werden. • Da ab dem Begebungstag der Schuldverschreibungen kein gemeinsamer Vertreter der Gläubiger bestellt wird, ist es für die Gläubiger schwieriger, gemeinsam Maßnahmen in Bezug auf die Schuldverschreibungen zu treffen. • Einem Gläubiger könnte kein individuelles Recht zur Verfolgung und Geltendmachung seiner Rechte aus den Anleihebedingungen mehr zustehen, wenn dieses Recht auf den gemeinsamen Vertreter der Gläubiger übertragen wurde. • Der Marktwert der Schuldverschreibungen könnte abnehmen, wenn sich die Bonität der Emittentin verschlechtert oder als verschlechtert wahrgenommen wird. • Die Schuldverschreibungen sind mit spezifischen Risiken, die für festverzinsliche Schuldverschreibungen typisch sind, verbunden. • Der Markt für Schuldverschreibungen kann volatil sein und durch verschiedenste Ereignisse negativ beeinflusst werden. • Es kann nicht garantiert werden, welche Auswirkungen mögliche Gerichtsentscheidungen oder Änderungen von Rechtsvorschriften oder der Verwaltungspraxis nach dem Datum dieses Prospekts haben werden.
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		<ul style="list-style-type: none"> • Die Schuldverschreibungen sind Wechselkursrisiken und Wechselkurskontrollen ausgesetzt. • Investoren sind Steuerrisiken ausgesetzt. • Die Schuldverschreibungen sind Inflationsrisiken ausgesetzt. • Die Schuldverschreibungen unterliegen Transaktionskosten und Gebühren. • Da die Globalurkunden von oder für Euroclear und Clearstream, Luxemburg gehalten werden, müssen sich die Gläubiger auf deren Verfahren zur Übertragung, Zahlung und Kommunikation mit der Emittentin verlassen. <p>Der Eintritt eines jeden der vorgenannten Risiken kann zu einem Wertverlust der Schuldverschreibungen führen.</p>
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Abschnitt E – Angebot

Punkt	Beschreibung	Geforderte Angaben
E.2b	Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen	Die Emittentin beabsichtigt, den Nettoemissionserlös aus der Begebung der Schuldverschreibungen für allgemeine Unternehmenszwecke inklusive der Refinanzierung bestehender Verbindlichkeiten zu verwenden.
E.3	Beschreibung der Angebotskonditionen	<p><i>Angebot der Schuldverschreibungen:</i></p> <p>Die Schuldverschreibungen werden institutionellen Anlegern und Privatanlegern von den Konsortialbanken innerhalb einer Angebotsfrist, die ab dem 24. März 2014 beginnt und bis zum 3. April 2014 (einschließlich) dauern wird (vorbehaltlich einer zwischen der Emittentin und den Gemeinsamen Konsortialführern vereinbarten Verkürzung oder Verlängerung), unter Beachtung der für öffentliche Angebote geltenden Beschränkungen angeboten. Sollten die Emittentin und die Gemeinsamen Konsortialführer die Angebotsfrist (z.B. aufgrund veränderter Marktbedingungen) verkürzen oder verlängern, so werden die betreffenden Änderungen auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu) veröffentlicht.</p>

		<p>Die Schuldverschreibungen können nach Wirksamwerden der Notifizierung des Prospekts durch die CSSF gemäß Artikel 18 der Prospektrichtlinie in Deutschland, Luxemburg, Österreich und den Niederlanden öffentlich angeboten werden.</p> <p><i>Preisfestsetzungsmitteilung:</i> Der endgültige Ausgabepreis, der Gesamtnennbetrag der zu begebenden Schuldverschreibungen, der Zinssatz, der Emissionserlös und die Rendite werden in einer Preisfestsetzungsmitteilung (<i>Pricing Notice</i>) (die "Pricing Notice") enthalten sein, die bei der CSSF hinterlegt und am oder vor dem Ausgabebetrag der Schuldverschreibungen auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu) veröffentlicht wird.</p> <p><i>Bedingungen für das Angebot:</i> Das Angebot unterliegt keinen Bedingungen.</p> <p><i>Technische Einzelheiten des Angebots:</i> Innerhalb der Angebotsfrist können Anleger Angebote zum Kauf der Schuldverschreibungen an die Konsortialbanken übermitteln und Angebote über das Informationssystem Bloomberg oder ein anderes üblicherweise verwendetes Informationssystem übermitteln. Anleger, die vor der Festsetzung der Preisdetails ein Angebot abgeben, müssen darin angeben, zu welchem Preis sie zum Kauf welchen Betrages an Schuldverschreibungen bereit wären. Nach der Festsetzung und Bekanntmachung der Preisdetails werden die Konsortialbanken die Schuldverschreibungen auf Anfrage in Deutschland, Luxemburg, Österreich und den Niederlanden anbieten.</p> <p><i>Feststellungsmethode des Ausgabepreises und des Zinssatzes:</i> Der Zinssatz und der Ausgabepreis der Schuldverschreibungen werden bei Preisfestsetzung auf der Basis einer Rendite, die durch Aufschlag eines Credit-Spread auf das Niveau eines Midswaps zur Zeit der Preisfestsetzung, errechnet. Der Credit-Spread wird durch Zugrundelegung der von den Konsortialbanken erhaltenen Angebote der Anleger während der Angebotsperiode bestimmt.</p> <p><i>Bestätigung der von Anlegern abgegebenen Angebote und Zuteilung an Anleger:</i> Jeder Anleger, der ein Angebot bezüglich der Schuldverschreibungen abgegeben hat, das von den Konsortialbanken angenommen wurde, erhält per E-Mail, Fax oder über ein anderes üblicherweise verwendetes Informationssystem eine Bestätigung über den Betrag der Schuldverschreibungen, der ihm zugeteilt wurde. Jeder Anleger ist berechtigt, sein Kaufangebot zu reduzieren oder zu widerrufen, bevor er eine Bestätigung der Konsortialbanken über die Annahme seines Angebots zum Kauf der Schuldverschreibungen erhält.</p>
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		<p><i>Lieferung der Schuldverschreibungen an die Anleger.</i></p> <p>Nach der Festsetzung der Preisdetails und der Bestätigung, welche Angebote angenommen wurden und welche Beträge den einzelnen Anlegern zugeteilt wurden, erfolgt die Lieferung und Zahlung der Schuldverschreibungen innerhalb von fünf Werktagen nach dem Tag der Preisfestsetzung der Schuldverschreibungen und der Bestätigung der Zuteilung an die Anleger. Die in dieser Weise gekauften Schuldverschreibungen werden durch buchmäßige Übertragung über die Clearingsysteme und ihre depotführenden Banken gegen Zahlung des Ausgabepreises geliefert.</p>
E.4	Beschreibung aller für die Emission/ das Angebot wesentlichen, auch kollidierenden Interessen	<p>Die Konsortialbanken sowie mit ihnen verbundene Unternehmen haben bisher Bank-Dienstleistungen gegenüber der Emittentin und den mit ihr verbundenen Unternehmen erbracht und beabsichtigen dies auch in Zukunft zu tun, wofür die Konsortialbanken sowie mit ihnen verbundene Unternehmen marktübliche Gebühren und Kommissionen erhalten haben und erhalten werden.</p> <p>Außer den Interessen der Emittentin und der Konsortialbanken bestehen keinerlei Interessen von natürlichen oder juristischen Personen an der Emission, auch nicht solche Interessen, die im Widerspruch stehen und wesentlich für die Emission sein würden.</p>
E.7	Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden	<p>Entfällt: Den Investoren werden in Verbindung mit den Schuldverschreibungen keine Kosten, Ausgaben oder Steuern direkt in Rechnung gestellt. Die Investoren müssen sich aber über etwaige Kosten, Ausgaben oder Steuern in Verbindung mit den Schuldverschreibungen informieren, die generell in ihrem jeweiligen Herkunftsstaat anfallen, einschließlich etwaiger Gebühren, die ihre eigenen Depotbanken für den Erwerb oder das Halten von Wertpapieren berechnen.</p>

RISK FACTORS

Before deciding to purchase the Notes, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. The occurrence of one or more of the risks described below alone or in combination with other circumstances may have a material adverse effect on the business, cash flows, results of operations and financial conditions of the Issuer and the Dürr Group. Moreover, if any of these risks materialize, the market value of the Notes and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Notes may decrease, in which case the holders of the Notes (the "Holders") could lose all or part of their investments. Investors should note that the risks discussed below may not prove to be exhaustive and, therefore, may not be the only risks to which the Issuer and the Dürr Group are exposed. Additional risks and uncertainties, which are not currently known to the Issuer, or which the Issuer currently believes are immaterial, could likewise impair the business operations of the Issuer or the Dürr Group and have a material adverse effect on business, cash flows, financial condition and results of operations. The order in which the risks are presented does not reflect the likelihood of their occurrence or the magnitude of their potential impact on the business, cash flows, results of operations and financial condition of the Dürr Group.

Words and expressions defined in the section "Terms and Conditions" shall have the same meanings in this section of the Prospectus.

Risk Factors relating to Dürr AG as Issuer and the Dürr Group

The Dürr Group's business, in particular the demand for its services and products, depends on the general economic conditions and cyclical fluctuations in the countries and markets in which it operates.

The Dürr Group is exposed to the general economic conditions in the countries and regions in which it operates. Economic downturns or cyclical fluctuations in these markets can have a distinct impact on consumer confidence, general prosperity, commodity prices and public spending which in turn can considerably decrease demand for the services and products offered by the Dürr Group. For example, the financial and economic crisis starting in 2008 led to a worldwide economic downturn. In particular, automotive sales and production deteriorated substantially, resulting in a decline in demand among original equipment manufacturers ("OEMs"). Although recent years have shown signs of a global economic recovery, the recent economic recovery may not be sustainable, and the demand for the Dürr Group's services and products may be adversely affected. In this case there is a risk that fixed costs, for example operating leasing expenses, which amount to EUR 23.5 million as of 31 December 2013, will be insufficiently covered or that the Dürr Group is unable to timely reduce its personnel expenses.

A prolonged downturn or a worsening macroeconomic environment, in particular a continued weakness in, or a renewed deterioration of, the automotive and other relevant markets in which the Dürr Group operates, could therefore have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

Market developments and the financial crisis in European or non-European countries could adversely affect the Dürr Group's business, financial condition, results of operations and liquidity.

Global markets and economic conditions have been negatively affected by concerns regarding the ability of certain European Union member states and other countries like the USA to service their debt obligations and meet future financial obligations. For example, a disorderly break-up of the Eurozone would significantly disrupt financial markets and possibly trigger another global recession.

The Dürr Group depends on the financial markets for access to capital, as do its customers. Limited or expensive access to capital could make it more difficult for the Dürr Group to do business or for its customers to do business with the Dürr Group, or to do business generally.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group depends to a high degree on the development of emerging markets.

The Dürr Group depends to a high degree on the development of the emerging markets including but not limited to Mexico, Brazil, Eastern Europe and Asia (excluding Japan). In 2013, the Group generated 54% of its incoming orders in the emerging markets; China was the most important single market with a share of 27% in incoming orders in 2013. As it is generally estimated that the emerging markets will continue to record more than proportionate growth in future, the Dürr Group is further expanding its capacities in such markets and therefore its exposure in the emerging markets.

An economic downturn in the emerging markets, in particular in China, could therefore have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group is subject to material location and country-specific risks.

As an internationally operating group, the Dürr Group is subject to material location and country-specific risks, such as logistical risks, risks related to international deliveries, risks of order processing and fulfilment, political risks and risks arising from different legal and tax systems. The Dürr Group operates worldwide at 50 locations in 24 countries. The locations policy is determined by customers' needs but also by the continuing price and cost pressure.

In several countries in which it operates the Dürr Group is exposed to political risks (e.g. the risk of political unrest and the risk of terrorist attacks). In addition, some countries may lack infrastructure which may give rise to logistical risks. Furthermore, there is a risk that the Dürr Group may lose some or all of its investments invested in buildings and production sites due to political unrest, war or natural disasters in the country in which it operates or in neighbouring countries. Should such force majeure event occur, the production capacities of large sites with several hundreds of employees could not be replaced at short notice. This could impair the Dürr Group's ability to fulfil its obligations towards its customers, give rise to temporary suspensions of production at the customers and result in substantial claims for damages against the Dürr Group.

In addition, where the Dürr Group commences operations in new countries, it must comply with different legal systems of such countries. Therefore, the Dürr Group may be unable to obtain the franchises, licences and permits from authorities which are required for the operation of its sites in such countries in good time or such franchises, licences and permits may be revoked. As a result, there is a risk that the production sites will be unable to commence operations or to continue operations for a certain period or will have to be provisionally closed.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group faces risks from changes in the political, social or economic environment.

Far-reaching changes in the political, social and economic environment, such as, but not limited to, the current Russia/Ukraine conflicts, in the countries in which the Dürr Group operates can never be ruled out. In some of the countries in which the Dürr Groups' products are manufactured or to which they are exported, the general economic, political and legal environment is less stable than in Western Europe or North America. The Dürr Group is therefore exposed to a number of factors, over which the Group has little to no control and which may adversely affect the Dürr Group's business activities. These factors include, but are not limited to, the following:

- political, social, economic, financial or market-related instability or volatility;
- foreign currency control regulations and other regulations or the negative impacts related to exchange rates and foreign currencies;
- restrictions on capital transfer;
- absence of independent and experienced judiciary and inability to enforce contracts;
- reimbursement rates and services covered by government reimbursement programs;
- trade restrictions; and
- restrictions on repatriation of earnings.

Each of the factors named above may have a negative impact on the business activities and the growth prospects of the Dürr Group in the relevant countries in which it operates and therefore have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group might face the risk of increased import duties with a negative effect on competitiveness.

The Dürr Group could suffer from higher import duties since domestic suppliers are not obliged to pay these duties. This could have a material adverse effect on the Dürr Group's competitive situation and therefore on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group operates in highly competitive industries that are highly sensitive to technological changes and its results of operations may be adversely affected by competition.

The markets in which the Dürr Group operates are highly competitive and are characterised by rapid technological change, high capital expenditures, intense pricing pressure from major customers, periods of oversupply and continuous advancements in process technologies and manufacturing facilities.

There is a risk that competitors gain a leading position by new developments and know-how. Should competitors gain a technological lead over the Dürr Group, the Group may lose its current market position and may incur substantial losses of revenues and income. Generally, the markets in which the Dürr Group operates are characterised by fast changing needs and preferences of users and customers, by frequent launches of new products and by the further development of technical standards. The future success of the Dürr Group will depend on its ability to continuously improve existing products and to timely develop and launch new products at competitive prices. A crucial factor is also that the new products are adapted to the needs of customers, which are increasingly complex and different, and reflect technological advance and the further development of technical standards. In particular, market developments might enable competitors to offer products with comparable or partially comparable functionalities and with a large market coverage. Furthermore, the development of own technologies is subject to material technical, economical and legal risks, and requires investments, capital and personnel expenditure and a significant lead time.

Furthermore, and in particular in the automotive industry, OEMs are increasingly affected by innovation and cost-cutting pressures from their own competitors. As a result, they seek price reductions in both the initial bidding process and during the term of the contract with their suppliers and engineering partners. If the Dürr Group is unable to offset continued price reductions through improved operating efficiencies and reduced expenditures, price reductions could impact profit margins.

Furthermore, the Dürr Group's competitors may pursue an aggressive pricing policy and offer conditions to customers that are more favorable than those of the Dürr Group. Increased consolidation among the Dürr Group's competitors, or between the Dürr Group's competitors and any of its OEMs customers, could allow competitors to further benefit from economies of scale, offer more comprehensive service or product portfolios and increase the size of their serviceable markets. Competitors may also gain control over or influence on suppliers or customers of the Dürr Group by shareholdings in such companies, which could adversely affect the Dürr Group's relationships. In addition, new competitors with a substantial global presence and distribution coverage could enter the relevant markets in which the Dürr Group operates.

This also applies to the time required for the development and market launch of newly developed products which are subject to an increased income risk due to sales risks and high costs of development, market launch and market penetration. There is a risk that the ability of the Dürr Group to successfully implement its business strategy will be limited by such competition which could have a material adverse effect on the competitive position of the Dürr Group.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group's results of operations could suffer if the Dürr Group fails to innovate and develop new solutions that meet the increasingly complex demands of the markets in which the Dürr Group operates.

The Dürr Group's customers demand increasingly complex and innovative solutions to their problems. The ability to anticipate technological trends and respond to customer needs by developing innovative solutions in a timely manner is crucial in major parts of the Dürr Group's business. For example, the markets for automotive vehicles and, as a result, the Dürr Group's business with OEMs customers are currently subject to a number of market trends and technical developments to which the Dürr Group is required to respond.

If the Dürr Group fails to innovate and develop new solutions, fails to develop enough new solutions to generate sufficient revenues, or if the Dürr Group's future solutions fail to receive regulatory approval or are otherwise unsuccessful, it could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group depends on a limited number of customers.

The Dürr Group generates large parts of its revenue from a limited number of customers, predominantly from the automotive sector. In 2013, the ten major customers accounted for 56.9% of the Dürr Group's sales revenues. If one or more of the Dürr Group's major customers ceases to do business with the Dürr Group, this would significantly reduce volumes, sales and earnings and worsen the cost situation of the Dürr Group, in particular the coverage of fixed costs. In addition, the original investments made by the Dürr Group to provide such services or products, or outstanding claims against such customers, could be wholly or partially lost.

In addition, the Dürr Group's customers in the automobile industry have a powerful bargaining position towards the Dürr Group and are therefore able to exert a high degree of influence on the design and conditions of contracts between them and the Dürr Group. This might lead to disadvantageous conditions for the Dürr Group in these contracts.

Further, the Dürr Group might suffer losses in case one or more of its larger customers were unable to fulfil its contractual obligations vis-à-vis the Dürr Group or become insolvent.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group operates in cyclical industries.

The Dürr Group generates more than 80% of its sales revenues in the automotive sector. Therefore, the Dürr Group depends on economic development, especially in the automotive industry. The investment behaviour of the automotive industry is more cyclical than that of most other industries. During the last downturn 2008/2009, the automotive industry suddenly reduced investments at very short notice.

It is difficult to predict future developments in the markets the Dürr Group serves. If such markets either decline or grow faster than the Dürr Group has anticipated, the Group may face an under-utilisation of its personnel capacities or having insufficient capacity to meet customer demand.

The realisation of any of these risks related to the cyclical nature of the markets in which the Dürr Group operates could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group might be adversely affected by cost overruns or additional payment obligations in turnkey projects.

The Dürr Group is engaged in various complex and sophisticated large-scale engineering projects involving large international teams with many interfaces.

The Dürr Group faces a risk of underestimating the necessary costs for successful project execution when calculating long-term projects. Additional costs may be incurred particularly in the case of large-scale projects if the Dürr Group does not meet deadlines or other agreed parameters. This risk has risen in tandem with sales growth: at present, the Dürr Group is executing numerous large-scale orders in parallel, which might lead to capacity bottlenecks.

As a result, the Dürr Group might be obliged to increase its workforce compared to its original assumptions without receiving an appropriate compensation in return. It cannot be ruled out that unforeseen developments or technical difficulties within such projects might result in delays, cost overruns and quality deficiencies which, in turn, could deteriorate the profitability of a project from the Dürr Group's perspective. Any realisation of such risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The business of the Dürr Group's operating brands could suffer if their reputation is damaged.

The business of each of the Dürr Group's operating brands depends to a significant extent on its customers' trust in its reputation. Actual or alleged instances of inferior service or product quality or of damage caused or allegedly caused by its services or products, could damage its reputation in the markets in which it operates and could lead to customers becoming less willing to work with the relevant company of the Dürr Group. In addition, events or allegations of poor services, malperformance or malfunctioning products could lead to legal claims against the relevant company of the Dürr Group, and such subsidiary could incur substantial legal fees and other costs in defending such legal claims and suffer substantial damages in case such company is the unsuccessful party.

The materialisation of any of these risks, alone or in combination, could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

Delayed completion of projects or malfunctioning in systems manufactured by the Dürr Group, or disruption to production lines, may result in service interruptions, production downtime and extensive loss for the Dürr Group's customers. In addition, warranty and product liability claims could be brought against the Dürr Group and may not be fully covered by insurances.

The systems and production lines manufactured by the Dürr Group are vital components of its customers' production processes, especially for the automotive industry. In the event that the completion of projects is delayed or the quality of the Dürr Group's systems may be impaired by construction defects, by production defects in a batch or by other deficiencies any such faults or defects may damage the property and/or health of customers, employees or third parties, and any delay, fault or defects may, in addition, cause potentially serious serial or consequential loss and damage to downstream products, and/or breach contracts with customers. They may also impair the acceptance of the Dürr Group's systems as well as the Group's overall reputation, thus resulting in potential loss of customers. The Dürr Group may also be exposed to claims for damages in the event of defective supplies due to a lack of recourse to suppliers, which could have an adverse impact on the Dürr Group's financial situation. In all of these cases, the Dürr Group may be exposed to warranty and product liability claims or investigations by authorities, which are costly and time-consuming to defend. Product liability claims, which may be brought against the Dürr Group, pose an especially high risk due to the potentially large sums which may be awarded in damages and the resulting reputational damage.

It is not possible to insure against some of these risks, and for certain risks and in certain locations, insurance may not be available or may be available only at costs that are not economically viable. It is possible that claims will be brought for which the Dürr Group is uncompensated or undercompensated by insurance. Any possible claim which is not covered by the Dürr Group's insurance pay-outs could result in additional costs and payments for the Dürr Group which, in turn, could, alone or in combination, have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

In its production, the Dürr Group must rely on the supply of quality parts, products and services; the dependency on suppliers could adversely affect its business.

In its production, the Dürr Group must rely on the supply of quality parts, products and services. The resulting dependency on suppliers could adversely affect the Group. If the required quantities or qualities are not available or an important supplier defaults on its delivery obligations, the Dürr Group may be unable to ensure the further processing or the delivery of parts and products to building sites of its customers. This may result in standstill in production or late completion of a project, which may give rise to claims for damages against the Dürr Group. With respect to some specific material components required for the construction of its machines and plants, the Dürr Group must rely on individual suppliers. This is due to the fact that, in some cases, there are no or only a small number of alternative suppliers. If individual suppliers default on their delivery obligations or deliver defective goods or goods of a poor quality, the Dürr Group, due to its dependency on these suppliers, may be unable to find economically comparable alternative solutions. Even if, in individual cases, alternative suppliers are available, the Dürr Group may be unable to use these alternative suppliers at short notice or such alternative suppliers may fail to provide an adequate substitution in such circumstances. If alternative suppliers are used, there is also the risk that

components of a poor quality are acquired, which may adversely affect the quality of the products and plants of the Dürr Group and/or give rise to claims for damages by its customers.

Furthermore, the Dürr Group has experienced delays in delivery with individual suppliers, and there is a risk that such delays may also occur in the future.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group's business is subject to operational and accident risks for which it may not be adequately insured.

The Dürr Group is exposed to risks due to external factors beyond its control, including, but not limited to, accidents, vandalism, natural disasters, acts of terrorism, damage and loss caused by fire, power failures or other events, that could potentially lead to the interruption of its business operations, personal injuries, damages to third-party property or the environment. In case of any of these events occurring, the Dürr Group could incur significant losses or be held responsible for such damages resulting in considerable additional costs for the Dürr Group.

The Dürr Group's insurance coverage (in particular in relation to risks arising from business interruption and loss of production) could prove insufficient to adequately cover all material risks the Dürr Group faces. Some risks are not possible to insure, and for certain risks and in certain locations, insurance may not be available or may be available only at costs that are not economically viable. It is possible that one or more events will occur for which the Dürr Group is uncompensated or undercompensated by insurance. Any possible damage which is not covered by the Dürr Group's insurance pay-outs could result in additional costs and payments for the Dürr Group which, in turn, could, alone or in combination, have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group could be unsuccessful in adequately protecting its industrial property rights and technical expertise.

The Dürr Group's products and services are highly dependent upon its technological know-how and the scope and limitations of its proprietary rights therein. The Dürr Group has obtained or applied for a large number of industrial property rights, such as patents, that are of considerable importance to its business. The process of seeking patent protection can be lengthy and expensive. Furthermore, patents may not be granted on currently pending or future applications or may not be of sufficient scope or strength to provide the Dürr Group with meaningful protection or commercial advantage. In addition, while there is a presumption that patents are valid, the granting of a patent does not necessarily imply that it is effective or that possible patent claims can be enforced to the degree necessary or desired. Further, a major part of the Dürr Group's know-how and industrial secrets is not patented or cannot be protected through industrial property rights. Consequently, there is a risk that certain parts of the Dürr Group's know-how and trade secrets are transferred to collaboration partners, customers or suppliers. This poses a risk that competitors will copy the Dürr Group's know-how without incurring any expenses of their own.

Moreover, the Dürr Group has concluded a number of license, cross-license, cooperation and development agreements with its customers, competitors and other third parties under which the Dürr Group is granted rights in industrial property and/or know-how of such third parties. It is possible that license agreements could be terminated, for example, in the event of the licensing partner's insolvency or bankruptcy and/or in the event of a change-of-control in either party, leaving the Dürr Group with reduced access to industrial property rights to commercialise its own technologies.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

There is a risk that the Dürr Group infringes industrial property rights of third parties.

There is a risk that the Dürr Group infringes industrial property rights of third parties, since its competitors, suppliers and customers also submit a large number of inventions for industrial property protection. It is not always possible to determine with certainty whether there are effective and enforceable third-party industrial property rights to certain processes, methods or applications. Therefore, third parties could assert infringements of industrial property rights (including illegitimate ones) against the Dürr Group. As a result, the Dürr Group could be required to cease manufacturing, using or marketing the relevant technologies or products in certain countries or be forced to make changes to manufacturing processes and/or products. In addition, the Dürr Group could be liable to pay compensation for infringements or could be forced to purchase licenses to make use of technology from third parties. The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group is exposed to fluctuations in raw material prices.

The material costs of the Dürr Group as a percentage of sales revenues amounted to more than 40% in recent years. The material costs can be mainly divided into the categories commodities, finished and semi-finished products, as well as bought-in parts and services. Commodities and raw material are subject to substantial price fluctuations. These price fluctuations may give rise to material earnings risks. Due to the strong competition on the markets relevant for the Dürr Group, it is often not possible to pass on these price fluctuations to the customers of the Dürr Group.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group is dependent on energy supply and may face risks from rising energy prices.

The Dürr Group depends on the reliability of energy supplies. If the supply of energy is interrupted, this also could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group's production costs are affected by energy prices. Energy prices are frequently subject to sharp fluctuations and could in the future significantly rise compared to the current price level. There is no assurance that the Dürr Group can hedge itself against energy market risks or pass on increased energy costs to its customers. Consequently, a continued rise in the cost of energy could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on the Dürr AG's ability to fulfil its obligations under the Notes.

Fluctuations in currency exchange rates could have a material adverse effect on the Dürr Group's financial condition and results of operations.

The Dürr Group's earnings are exposed to exchange rate fluctuations. This can lead to the value of the service performed not matching the value of the consideration received in transactions, because income and expenditure arise at different times in different currencies. Exchange rate fluctuations affect the levels of proceeds and receivables in particular.

Furthermore, currency effects arise at subsidiaries whose functional currency is not the Euro, since on the one hand the earnings of these companies determined in a foreign currency are translated at average rates and recognised in profit or loss, and on the other hand the net assets are translated into Euro at spot rates and result in currency-related fluctuations in the equity of the Dürr Group.

There is no assurance that these fluctuations in currency exchange rates can be compensated by other means. Any uncompensated fluctuations might have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

Fluctuations in interest rates could have an adverse effect on the Dürr Group's financial condition and results of operations.

The costs at which the Dürr Group can obtain financing depend on general market conditions, particularly on the development of interest rates. In the case of deteriorating general market conditions, only debt financing with comparatively higher risk premiums may be available. There is no assurance that increased interest rates may be compensated by other means. In this case, a rise of interest rates will have an adverse effect on the Dürr Group's financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

To the extent the Dürr Group holds cash and securities with short term interest periods and for re-investments in fixed interest rate instruments a decrease in interest rates would encumber interest earnings and financial results.

The Dürr Group faces personnel risks.

The competence and commitment of the Dürr Group's employees are important factors for the successful development of the Dürr Group and the successful management of opportunities and risk. At the same time, the future success of the Group depends on the ability to recruit and retain highly qualified staff. There are several risks which might arise from these facts:

- as the Group acts as a global enterprise which encourages the transfer of staff between domestic and foreign sites of the Dürr Group in order to increase their

qualifications and mobility, there is an additional risk that employees might be hired away or otherwise leave the Group;

- it might not be possible to hire qualified new employees;
- the loss of qualified employees or long-lasting difficulties in hiring suitable new employees could cause the Group to have difficulties implementing important decisions and measures or guaranteeing the production level as of today.

As the Group's staff, in particular the European and North America employees, have to a large extent traditionally been unionized in labour unions, good relations with its employees and their labour unions are crucial for the Dürr Group. In particular staffing adjustments necessary to increase efficiency might result in labour disputes between the staff or its labour unions and the Dürr Group. Any future strikes or labour disputes concerning these adjustments as well as the lack of qualified personnel could significantly impact the Dürr Group's business, cash flows, financial condition and results of operations and thus Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group might have misjudged or may misjudge risks inherent in past or future corporate acquisitions and therefore not attain the objectives aimed for with such acquisitions.

In the past, the Dürr Group has carried out several takeovers of companies in the relevant industrial area. The Dürr Group will continue to watch the market environment for suitable acquisition targets in the future. It cannot be ruled out that in past or future takeovers the Dürr Group has failed or will fail to identify or accurately assess certain risks. For instance, some of its assumptions or expectations with respect to the buyout target may turn out to be partially or fully incorrect or unexpected risks or problems might arise. The Dürr Group might also face unexpected antitrust sanctions which could contradict the intended economic rationale of the acquisition. As a result, the expectations the Dürr Group had with regard to the takeover might not be fulfilled, which might, under certain circumstances, require a value adjustment.

In this case, there might a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The integration of companies acquired in the past or future into the Dürr Group may prove more difficult, time-consuming or costlier than expected or even fail.

It cannot be guaranteed that the integration of acquired companies or any future acquisitions into the Dürr Group will be successful, and that growth expectations, economies of scale and cost savings assumed in appraising an acquired company actually do materialise. Key employees and executives of companies that have been or will be acquired might leave the Dürr Group following the takeover, which in light of the importance of qualified employees in the industry could significantly lower the value of the acquired company. These and other developments not foreseen at the time of the acquisition might impair or prevent the integration of acquired companies, hinder the business operations, tie-up management and employee capacities and increase costs, which would overall have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group might be unable to effectively manage its own growth or to develop or raise the resources necessary in order to control or support its growth.

The Dürr Group has steadily expanded its business operations and increased its staff over the past years. In particular, the Dürr Group acquired companies resulting in an expanded scope of business of the Dürr Group. Any further expansion of business operations requires it to adapt its organization, human resources planning and funding accordingly and to have sufficient resources available. Expanding business operations tie up resources, both in management and in technical areas. Qualified personnel must be recruited and trained. In this context, it cannot be assured that the Group will be able to make the necessary adjustments in time and in the required scope. Failure to do so might have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group might experience failures of or other malfunctions in its computer systems.

The increasing networking of IT systems and the necessity of their permanent availability impose high demands on the information technology used. To a high degree, the Dürr Group's IT systems support almost all Group functions. This applies to all business units and geographic entities of the Dürr Group. Malfunctions and faults in the computer systems and software, including possible attacks from the outside, for instance by criminal hackers or computer viruses, might adversely affect the Dürr Group's operational business. In such a case, the Dürr Group may have to expend substantial amounts of money and resources on the prevention and fixing of potential or existing security breaches and their consequences. This could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group might face liquidity risks.

A liquidity risk consists in the funds needed to meet payment obligations not being procured in time and consequently higher refinancing costs being potentially incurred. External or internal factors could lead to circumstances where the Dürr Group is unable to replace its credit lines under acceptable commercial conditions. This could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group is exposed to risk arising from pension and leasing obligations.

The Dürr Group has substantial pension and leasing obligations which may adversely affect its liquidity situation. As of 31 December 2013, provisions for post-employment benefit obligations amounted to EUR 49.8 million and future minimum payments for operating leases amounted to EUR 97.6 million. In the last two years, net pension cost amounted to EUR 4.2 million (2013) and EUR 4.7 million (2012), respectively, and lease expenses under operating leases amounted to EUR 23.5 million (2013) and EUR 23.1 million (2012), respectively. These costs and expenses are recognized in the consolidated statement of income.

The amount of the provisions for pension obligations is based on specific actuarial assumptions, for example, with regard to discount factors, life expectancy and interest paid on plan assets from the employer's pension liability insurance. Should the actual results,

especially with regard to the discount factors, differ from such assumptions, this may give rise to a substantial increase in pension obligations on the balance sheet and, consequently, increased allocations for provisions for pension obligations and a reduction in the earnings of the Dürr Group. Should externally funded benefit schemes fail to develop as planned or should the established provisions prove to be insufficient, Dürr AG would have to increase its provisions, including those for pension entitlements acquired in the past.

In addition, one of Dürr AG's US subsidiaries participates in, and makes periodic contributions to, a multi-employer plan, which is structured as a defined benefit plan. The other participants are non-affiliated metal-processing companies. The plan is accounted for as a defined contribution plan since it is not possible to allocate the share of obligations and the plan's assets to the individual member companies. As of 31 March 2013, ten companies were involved in the plan, three of which, including Dürr AG's US subsidiary, have a material involvement. The Dürr Group estimates its own participation to be around 38%. As of 31 March 2013, the pension fund has reported liabilities in an amount of USD 105,829,000, while the actuarial value of the pension fund's assets is in an amount of USD 71,925,000. This leads to unfunded obligations from the plan amounted to USD 33,904,000 (EUR 24.6 million) for the plan in total. These unfunded obligations from the plan are not reflected on Dürr AG's balance sheet and therefore represents an off-balance sheet risk that may lead to the Dürr Group being obliged to provide higher contributions to the plan. Changes in interest rates, a longer lasting low interest period, unsuccessful investment decisions or a decrease in contributions from other participating companies (due, for example, to reduced production hours or default by other participating companies) may lead to a further increase in the unfunded obligations from the plan and, therefore, to an increase in contributions from the Dürr Group. In addition, there is a risk, that in the event that one or more contributing employers withdraws from this plan, irrespectively for what reason, and cannot satisfy its obligations from the plan at the time of withdrawal, Dürr AG's US subsidiary would become proportionately liable, along with other remaining contributing employers, for the un- and underfunded portion of the plans vested benefits.

The obligations under rental and lease agreements for buildings, furniture and fixtures, office space and vehicles are substantial and represent high fixed costs. These costs cannot be adjusted in the event of a sharp decline in sales revenues and earnings.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group might face an increase of tax burden as a result of ongoing and future tax audits and potential changes in applicable tax regulations.

Any change in legislation concerning corporate income tax and other future changes in tax law in Germany or other countries in which the Dürr Group is subject to taxation and any adverse findings from ongoing or future tax audits could lead to higher tax expenses and therefore have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

Changes in accounting standards could have a material adverse effect on the Dürr Group's financial condition and result of operations.

The Dürr Group's consolidated financial statements are issued in accordance with the International Financial Reporting Standards as adopted in the European Union (IFRS). New or changed accounting standards may lead to adjustments in the relevant accounting positions of the Dürr Group which could have a material adverse effect on the Dürr Group's financial condition and result of operations. As a result thereof, the market value of the Notes might decrease.

The Dürr Group is exposed to risks arising from breach of environmental regulations and environmental damages.

The business of the Dürr Group is subject to environmental laws, regulations, directives, conventions and treaties. These legal provisions govern, among other things, emissions to air, waste water, the use, handling and disposal of hazardous substances, the protection of plants, animals, soil and groundwater and the health and safety of humans, in particular employees. Any person who violates environmental laws may be liable to penalties under civil, criminal or public law; in addition, preliminary injunctions may be issued and legal action may be taken by third parties against such person, which are aimed at enforcing environmental law. Furthermore, such person may be required to take measures to control and remedy contaminations of the environment or to upgrade existing machines and plants.

At the production sites of the Dürr Group worldwide, there is a risk that harmful substances reach the soil or contaminate the environment otherwise. As a result, the Dürr Group could be subject to liability risks and could incur substantial costs for remediation due to requirements or orders issued by governmental authorities. These consequences could also arise if any real property used or owned by the Dürr Group is environmentally contaminated and the Dürr Group is responsible for the remediation of such contamination, irrespective of the question by whom such contamination was caused.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The risk management system of the Dürr Group might turn out to be partially or in its entirety ineffective.

Although the Dürr Group has established a risk management system, it might be subject to unknown or unidentified risks, and the risk management system might turn out to be partially or in its entirety ineffective or fail and the risks in the business of the Dürr Group might materialise or might not be identified quickly enough.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group is exposed to compliance risks.

The Dürr Group is exposed to a large variety of business and compliance risks. Since the Dürr Group's domestic and foreign managers retain a certain amount of operational and decision-making flexibility the Dürr Group cannot guarantee that its domestic and foreign

managers will not take actions, or, in particular cases, take fraudulent actions against the Dürr Group, or experience problems that could, through damage to the Dürr Group's reputation or otherwise, be detrimental to the Dürr Group's business, financial condition and results of operations. Individual employees of the Dürr Group could violate applicable laws, for example in the areas of antitrust and competition law as well as anticorruption laws, which, in turn, could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

The Dürr Group is subject to risks from legal and arbitration proceedings.

Dürr AG and its subsidiaries are, or might become, involved in a number of legal and arbitration proceedings. These proceedings or potential proceedings could involve substantial claims for damages or other payments. Based on a judgment or a settlement agreement, the Dürr Group could be obligated to pay substantial damages. The Dürr Group's litigation costs and those of third parties (in relation to which the Dürr Group might have to indemnify such third parties) could also be significant.

The realisation of any of these risks could have a material adverse effect on the Dürr Group's business, cash flows, financial condition and results of operations and thus on Dürr AG's ability to fulfil its obligations under the Notes.

Dürr AG is a holding company and its ability to serve its payment obligations depends on the receipt of funds from its subsidiaries and participations.

Dürr AG's cash flow and its ability to meet its cash requirements, including its obligations as Issuer of the Notes is dependent to a significant extent upon the profitability and cash flow of its subsidiaries and payments by such subsidiaries to it in the form of loans, dividends, fees, or otherwise, as well as upon Dürr AG's own credit arrangements.

The ability of Dürr AG's subsidiaries to make payments to Dürr AG may be restricted by, among other things, applicable corporate and other laws and regulations and by the terms of covenants and restrictions contained in financing agreements to which such subsidiaries are or will be a party. In addition to any limitations on payment to Dürr AG contained in such agreements, any failure to comply with the covenants and restrictions contained in such agreements could trigger defaults under those agreements which could delay or preclude the distribution of dividend payments or any other similar payments to Dürr AG.

Risk Factors relating to the Notes

An investment in the Notes involves certain risks associated with the characteristics, specification and type of the Notes which could lead to substantial losses that Holders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Risks regarding the Notes comprise, inter alia, the following risks:

The Notes may not be a suitable investment for all investors.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus, the Pricing Notice or any applicable supplement to the Prospectus;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the investment in the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the Notes and be familiar with the financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers prior to investing in the Notes to determine whether and to what extent (i) the Notes are permitted investments for it, (ii) where relevant, the Notes can be used as collateral for various types of borrowing, and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules. Each investor should also consider the tax consequences of investing in the Notes and consult its own tax advisers with respect to the acquisition, sale and redemption of the Notes in light of its personal situation.

The Notes do not have an established trading market and an active trading market for the Notes may not develop.

The Notes represent a new issue of securities for which there is currently no established trading market. Although the Issuer intends to obtain admission of the Notes to trading on the regulated market of the Luxembourg Stock Exchange, there can be no assurance that a market for the Notes will develop or, if it does develop, continue or that it will be liquid, thereby enabling investors to sell their Notes when desired, or at all, or at prices they find acceptable.

The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors including the creditworthiness of the Issuer as well as other factors such as the time remaining to maturity of the Notes, the outstanding amount of the Notes and the redemption features of the Notes. Such factors will also affect the market value of the Notes.

Investors may not be able to sell Notes readily or at prices that will enable investors to realise their anticipated yield. No investor should purchase Notes unless the investor understands and is able to bear the risk that the Notes may not be readily sellable, that the value of the Notes will fluctuate over time and that such fluctuations may be significant.

The Notes will be structurally subordinated to indebtedness of the subsidiaries of the Issuer.

The Notes will not be guaranteed by any of the subsidiaries of the Issuer. In the event of a liquidation, winding-up or dissolution or a bankruptcy, administration, reorganisation, insolvency, receivership or similar proceeding of any subsidiary of the Issuer, such subsidiary will pay the holders of its own debt (including holders of third-party debt which such subsidiaries have guaranteed) before they would be able to distribute any of their assets to the Issuer. As a result, the Issuer may not have sufficient assets to make payments on the Notes, respectively.

The Notes will be effectively subordinated to Issuer's debt to the extent such debt is secured by assets or guarantees by subsidiaries of the Issuer that are not also securing the Notes.

The Notes will be effectively subordinated to the Issuer's debt to the extent such debt is secured by assets or by guarantees of subsidiaries of the Issuer that are not also securing the Notes. Although the Terms and Conditions require the Issuer to secure the Notes equally if it provides security for the benefit of Capital Markets Indebtedness (as defined in the Terms and Conditions), the requirement to provide equal security to the Notes is subject to a number of significant exceptions and carve-outs as set out in detail in the Terms and Conditions included in this Prospectus. To the extent the Issuer or any of its subsidiaries provides security interest over their assets for the benefit of other debt without also securing the Notes, the Notes will be effectively junior to such debt to the extent of such assets. The same applies to debt incurred by the Issuer or any other member of the Dürr Group which is guaranteed by a subsidiary of the Issuer. In each case, holders of (present or future) secured or guaranteed debt of the Issuer may recover disproportionately more on their claims than the Holders in an insolvency, bankruptcy or similar proceeding. The Issuer may not have sufficient assets remaining to make payments under the Notes.

The Notes are subject to a risk of early redemption.

The Issuer will always have the right to redeem the Notes if it is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the Issuer redeems the Notes prior to maturity a Holder is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. Additionally, such Holder may only be able to reinvest on less favourable conditions as compared to the original investment.

Although the occurrence of specific change of control events will permit the Holders to require redemption or repurchase of the Notes, the Issuer may not be able to redeem or repurchase such Notes.

Upon the occurrence of specific change of control events, the Holders will have the right to require the redemption of all of the Notes at their principal amount, plus accrued and unpaid interest. The Issuer's ability to redeem Notes upon such a change of control event will be limited by its access to funds at the time of the redemption or repurchase. Upon a change of control event, the Issuer may be required to immediately repay the outstanding principal, any accrued interest on and any other amounts owed by it under other debt outstanding. The source of funds for these repayments would be the available cash or cash generated from other sources. However, there can be no assurance that there will be sufficient funds available upon a change of control event to make these repayments and any required redemption of the Notes.

The Terms and Conditions of the Notes, including the terms of payment of principal and interest, can be amended by a Holders' resolutions and any such resolution will be binding for all Holders. Any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding.

According to the Terms and Conditions and the German Act on Issues of Debt Securities of 2009 (*Schuldverschreibungsgesetz*, the "**SchVG**"), Holders can, by resolution, consent to amendments of the Terms and Conditions of the Notes. Accordingly, although no obligation to make any payment or render any other performance may be imposed on any Holder, the Holders may, by resolution, among other things agree to:

- change the due date for payment of interest and reduce, or cancel interest;
- change the maturity date of the Notes or reduce the principal amount payable on the Notes;
- convert the Notes into, or exchange the Notes for, shares or other securities or obligations;
- change the currency of the Notes;
- waive or restrict Holders' rights to accelerate the Notes; or
- subordinate some or all of the claims under the Notes in an insolvency proceeding.

Under the SchVG and the Terms and Conditions, such amendments require a resolution of Holders holding in the aggregate at least 75 per cent of the votes cast. Subject to contestation in court, any such resolution will be binding on all Holders.

The voting process under the Terms and Conditions will be governed in accordance with the SchVG, pursuant to which the required participation of Holder votes (*quorum*) is principally set at 50 per cent of the aggregate principal amount of outstanding notes in the first Holders' meeting or a vote without meeting. In case there is no sufficient quorum in the first voting process, there is no minimum quorum requirement in a second meeting for voting on the same resolution (unless the resolution to be passed requires a qualified majority, in which case Holders representing at least 25 per cent of outstanding notes by principal amount must participate in the meeting). As the relevant majority for Holders' resolutions is generally based

on votes cast, rather than on principal amount of notes outstanding, the aggregate principal amount of notes required to vote in favour of an amendment will vary based on the Holders' votes participating. As a result, a Holder is subject to the risk of being outvoted and losing rights towards the Issuer against its will in the event that Holders holding a sufficient aggregate principal amount participate in the vote and agree to amend the Terms and Conditions by majority vote in accordance with the Terms and Conditions of the Notes and the SchVG.

In case of certain events of default, the Notes will only be redeemable if Holders of at least 10 per cent of the aggregate principal amount of the Notes then outstanding declare the Notes due and payable. Such declaration of acceleration might be rescinded by majority resolution of the Holders.

The Terms and Conditions provide that, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when the Principal Paying Agent has received such default notices from Holders representing at least 10 per cent of the aggregate principal amount of Notes then outstanding. Under the SchVG, even if a default notice is given by a sufficient number of Holders of Notes, this could be rescinded by majority resolution within three months. A simple majority of votes would be sufficient for a resolution on the rescission of such acceleration but, in any case, more Holders would have to consent to a rescission than have delivered default notices.

Holders should be aware that, as a result, they may not be able to accelerate their Notes upon the occurrence of certain events of default, unless the required quorum of Holders delivers default notices and such acceleration is not rescinded by majority resolution of the Holders.

Since no Holders' Representative will be appointed as from the issue date of the Notes, it will be more difficult for Holders to take collective action with respect to the Notes.

No initial Holders' Representative will be appointed under the Terms and Conditions. Any appointment of a Holders' Representative post issuance of the Notes will, therefore, require a majority resolution of the Holders. If the appointment of a Holders' Representative is delayed, this will make it more difficult for Holders to take collective action to enforce their rights under the Notes.

It is possible that a Holder may be deprived in its individual right to pursue and enforce its rights under the Terms and Conditions if such right was passed on a Holders' Representative.

If a Holders' Representative will be appointed by majority decision of the Holders it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, if such right was passed to the Holders' Representative by majority vote who is then exclusively responsible to claim and enforce the rights of all the Holders.

The market value of the Notes could decrease if the creditworthiness of the Issuer worsens or is perceived to worsen.

If, for example, because of the materialisation of any of the risks regarding the Dürr Group, the Issuer is less likely to be in a position to fully perform all obligations under the Notes when they fall due, the market value of the Notes will suffer. In addition, even if the Issuer is not

actually less likely to be in a position to fully perform all obligations under the Notes when they fall due, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business areas as the Dürr Group could adversely change.

If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of the relevant risk. Under these circumstances, the market value of the Notes would decrease.

The Notes bear specific risks typical for fixed rate notes.

The Notes are fixed rate notes. Therefore, each Holder is particularly exposed to the risk that the price of the Notes falls as a result of changes in market interest rates. While the nominal interest rate of the Notes as specified in the Terms and Conditions is fixed during the term of the Notes, the current market interest rates typically change on a daily basis. As the market interest rates changes, the price of fixed rate notes also changes, but in the opposite direction. If the market interest rate increases, the price of fixed rate notes typically decreases, until the yield of such notes is approximately equal to the market interest rate of comparable issues. If the market interest rate decreases, the price of fixed rate notes typically increases, until the yield of such notes is approximately equal to the market interest rate. However, notwithstanding the factors described above, the Issuer is obliged to redeem the Notes at their principal amount at maturity.

The trading market for debt securities may be volatile and may be adversely impacted by many events.

The market for debt securities issued by the Issuer is influenced by a number of interrelated factors, including economic, financial and political conditions and events in Germany and other jurisdictions in which the Dürr Group is active as well as economic conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Germany, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the market price of the Notes or that economic and market conditions will not have any other adverse effect. Accordingly, the price at which an investor in the Notes will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price of the Notes or the purchase price paid by such investor.

No assurance can be given as to the impact of any possible judicial decision or change of laws or administrative practices after the date of this Prospectus.

The Terms and Conditions are based on the laws of the Federal Republic of Germany in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of Germany or administrative practice or the official application or interpretation of German law after the date of this Prospectus.

The Notes are subject to exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euro. These include the risk that exchange rates may change significantly (including changes due to devaluation of

Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Investors are subject to tax risks.

Potential purchasers of the Notes should be aware that stamp duty and other taxes and/or charges may be levied in accordance with the laws and practices in the countries where the Notes are transferred and other relevant jurisdictions. The summaries set out under the heading "Taxation" discuss only specific tax considerations, and they do not purport to be a comprehensive description of all tax considerations in any particular jurisdiction which may be relevant to a decision to purchase the Notes. Potential purchasers of the Notes should note that the tax treatment of payments in respect of the Notes may be different (and in some cases significantly different) from that set out in those summaries. Potential purchasers of the Notes who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities may change from time to time (see "*Taxation – EU Savings Tax Directive*"). Accordingly, it is not possible to predict the precise tax treatment of the Notes which will apply at any given time.

The Notes are subject to inflation risks.

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on a Note. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.

The Notes are subject to transaction costs and charges.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the purchase or sale price of the Note. These incidental costs may significantly reduce or eliminate any profit from holding the Notes. Credit institutions as a rule charge commissions which are either fixed minimum commissions or pro-rata commissions, depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including, but not limited to, domestic dealers or brokers in foreign markets, Holders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), potential investors must also take into account any follow-up costs (such as custody fees). Potential investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.

The Notes will be represented by one or more Global Notes. Such Global Notes will be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg. Investors will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg and the Issuer will discharge its payment obligations under the Notes by making payments to the common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of beneficial interests in the Global Notes.

USE OF PROCEEDS

In connection with the offering of the Notes, the Issuer will receive net proceeds of approximately EUR [●]. The Issuer intends to use these proceeds for general corporate purposes including the repayment of existing debt.

The expenses of the issue of the Notes are expected to amount to approximately EUR 320,000 plus the fees of up to 0.40 per cent of the aggregate principal amount of the Notes to be paid in connection with the Offer of the Notes to the Managers.

The issue proceeds will be included in the Pricing Notice (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" below) which will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.

INFORMATION ABOUT DÜRR AG AS ISSUER

Responsibility Statement

The responsibility statement is set out on page 2 of this Prospectus.

Statutory Auditor

The independent auditor of Dürr AG is Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Mittlerer Pfad 15, 70499 Stuttgart, Federal Republic of Germany ("EY"), a member of the German Chamber of Public Accountants, Berlin (*Wirtschaftsprüferkammer*). EY has audited in accordance with section 317 German Commercial Code (*Handelsgesetzbuch*) and German generally accepted standards for the audit of financial statements promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer in Deutschland e.V.*) the consolidated financial statements of Dürr AG for the fiscal year ended 31 December 2012 and the fiscal year ended 31 December 2013, each prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("IFRS") and the additional requirements of German commercial law pursuant to section 315a(1) German Commercial Code (*Handelsgesetzbuch*) and has, in each case, issued an unqualified auditor's opinion thereon.

Selected Financial Information

The following table sets out selected financial information relating to the Dürr Group. The information marked as "audited" has been extracted from the audited IFRS consolidated financial statements of Dürr AG for the fiscal year ended 31 December 2012 and for the fiscal year ended 31 December 2013, as well as from the audited group management report of Dürr AG's Annual Report 2012 and from the audited group management report of Dürr AG's Annual Report 2013.

	Fiscal year 2013 (audited)	Fiscal year 2012 (audited)
	(in EUR million, unless otherwise indicated)	
Incoming orders ⁽¹⁾	2,387.1	2,596.8
Sales revenues	2,406.9	2,399.8
EBITDA ⁽¹⁾⁽²⁾	230.4	205.4
EBIT ⁽³⁾	203.0	176.9
Profit of the Dürr Group	140.9	111.4
Cash flow from operating activities	329.1	117.6
Free cash flow ⁽¹⁾⁽⁴⁾	261.9	65.9
	As of and for the fiscal year ended 31 December 2013 (audited)	As of and for the fiscal year ended 31 December 2012 (audited)
	(in EUR million, unless otherwise indicated)	
Total assets Dürr Group	1,991.8	1,807.7
Total equity (including non-controlling interests)	511.4	432.1
Net financial status ⁽¹⁾⁽⁵⁾	280.5	96.7
ROCE ⁽¹⁾⁽⁶⁾	66.2%	43.9%
Gearing ratio ⁽⁷⁾	-121.5%	-28.8%
Employees	8,142	7,652

- (1) Extracted from the audited group management report of Dürr AG's Annual Report 2013 and from the audited group management report of Dürr AG's Annual Report 2012.
- (2) "**EBITDA**" is defined as earnings before investment income, interest, income taxes, depreciation and amortization (including impairment losses and reversals, excluding amortization taken into account in the interest result). EBITDA is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.
- (3) "**EBIT**" is defined as earnings before investment income, interest and income taxes. EBIT is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.
- (4) "**Free cash flow**" is defined as cash flow from operating activities less capital expenditure (purchase of intangible assets plus purchase of property, plant and equipment) and interest paid, plus interest received. Free cash flow is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.
- (5) "**Net financial status**" is defined as liquid funds (cash and cash equivalents plus time deposits and other short-term securities plus held-to-maturity-securities and other loans) minus financial liabilities (bond plus liabilities to banks). Net financial status is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardised, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.
- (6) "**ROCE**" is defined as EBIT as a percentage of capital employed. "**Capital employed**" is defined as total non-current and current assets minus liabilities (excluding interest-bearing assets and liabilities respectively). ROCE is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.
- (7) "**Gearing ratio**" is defined as negative net financial status as a percentage of equity minus net financial status. Gearing ratio is not defined by IFRS. Potential investors should take into consideration that this figure is not applied in a consistent manner or standardized, that its calculation can vary and that this figure by itself is not a basis to compare different companies. Furthermore it does not substitute the financial key figures of the consolidated statement of income and the consolidated statement of cash flows that were recognized in accordance with IFRS.

Financial Information relating to Dürr Group's assets and liabilities, financial position and profits and losses

The audited IFRS consolidated financial statements of Dürr AG for the fiscal year ended 31 December 2013 contained in Dürr AG's Annual Report 2013 and the audited IFRS consolidated financial statements of Dürr AG for the fiscal year ended 31 December 2012 contained in Dürr AG's Annual Report 2012 are incorporated by reference into this Prospectus.

Information about Dürr AG

General

Dürr AG is a stock corporation (Aktiengesellschaft) organized under German law. It was incorporated in 1921 as a limited liability company (*Gesellschaft mit beschränkter Haftung*). After several changes of the legal name and the articles of association Dürr AG was registered as "DÜRR Beteiligungs-GmbH" with the commercial register. In November 1989 DÜRR Beteiligungs-GmbH was transformed to "DÜRR Beteiligungs-AG", a German stock corporation and went public. On 13 August 1996 DÜRR Beteiligungs-AG was renamed "Dürr Aktiengesellschaft". The shares of Dürr AG are a constituent of MDAX® sponsored by Frankfurter Wertpapierbörse.

Dürr AG has its registered seat in Stuttgart, Germany. It is registered as "Dürr Aktiengesellschaft" with the commercial register of the Stuttgart District Court (*Amtsgericht*) under registration number HRB 13677. "Dürr Aktiengesellschaft" is the legal and "Dürr AG" the commercial name of Dürr AG.

Dürr AG's head office is located at Carl-Benz-Strasse 34, 74321 Bietigheim-Bissingen; its telephone number is: +49 (0)7142 78 0.

Organisational Structure

Dürr AG acts as the holding company for the Dürr Group and performs group-wide functions as a management holding company. These include, for example, financing, group controlling and accounting, as well as legal affairs, internal auditing, corporate communication, and human resources management. Group-wide information technology is managed by Dürr AG's subsidiary Dürr IT Service GmbH.

The Dürr Group's operating activities are organized into the four divisions: Paint and Assembly Systems, Application Technology, Measuring and Process Systems and Clean Technology Systems, which also form reporting segments as defined by IFRS. The four divisions are further organized into a total of six business units.

Business Overview

Principal Activities of Dürr AG and Dürr Group

Dürr AG is the holding company of the Dürr Group, which is, according to its own estimates, one of the world's leading suppliers of products, systems, and services, mainly for automobile manufacturing. The Dürr Group's range of products and services covers important stages of vehicle production. As a systems supplier, the Dürr Group plans and builds complete paint shops and final assembly facilities.

In addition to constructing complete plants, the Dürr Group also supplies individual products and assembly sections for paint shops and assembly facilities. These include, for example, painting robots, car body drying ovens and paint booths, together with testing, filling and assembly stations for final vehicle assembly.

The Dürr Group also delivers cleaning systems and balancing systems that are mainly used in powertrain production. The Dürr Group's offering in environmental technology comprises exhaust air purification systems and systems to increase the energy efficiency of production processes.

Business Divisions

The Dürr Group consists of four divisions: Paint and Assembly Systems, Application Technology, Measuring and Process Systems and Clean Technology Systems. The four divisions are further organized into a total of six business units, which operate 50 sites in 24 countries.

Management-Holding	Dürr AG			
Business Divisions	Paint and Assembly Systems	Application Technology	Measuring and Process Systems	Clean Technology Systems
Business Units	Paint and Final Assembly Systems	Application Technology	Balancing and Assembly Products	Clean Technology Systems
	Aircraft and Technology Systems		Cleaning and Surface Processing ^(*)	

(*) Following the sale of the filtration business in November 2013, the former business unit "Cleaning and Filtration Systems" was renamed "Cleaning and Surface Processing" as of 1 January 2014.

Paint and Assembly Systems

The Paint and Assembly Systems division is part of the Dürr Group's plant engineering operations. Within the division, the Paint and Final Assembly Systems business unit is responsible for the planning and construction of turnkey paint shops and final assembly lines for the automotive industry. As a systems partner, the business unit takes on all project execution tasks, from layout and detailed planning to plant commissioning. With reference to paint shop technology, Paint and Final Assembly Systems supplies hardware and software solutions for all process stages. A few key products are of particular importance: the Ecopaint RoDip dip coating system comes at the start of the paint process. Its job is to clean and pre-treat the bodies as they emerge from the body shop and to apply an anti-corrosion coat to them. Other core products include spray booths with the energy-efficient EcoDryScrubber paint separation system in which the primer, base and clear coats are applied. As a rule, the supply specification also covers ovens, conveyor systems and EcoEMOS control and supervisory control systems. Together with the Application Technology business unit, Paint and Final Assembly Systems is, to the Dürr Group's knowledge, the only systems supplier worldwide to offer paint shop systems and application technology from a single source. Depending on the technical equipment supplied and the size of the paint shop, the volume of individual orders for the construction of complete paint shops can exceed EUR 100 million. Processing of such an order typically takes approximately 15 months or even longer. In addition to building new plants, Paint and Final Assembly Systems also takes on the upgrading of existing paint shops and assembly plants. A distinction must be drawn between complete renovations and upgrading individual sections. Paint and Final Assembly Systems operates globally, with China having been the focus of the business in the last three years.

The second, significantly smaller mainstay of the Paint and Assembly Systems division is its aircraft production technology operations. These activities are handled by the Aircraft and Technology Systems business unit. Aircraft and Technology Systems supplies systems for the assembly and painting of aircraft. In addition to painting technology, its core competence is the development and construction of turnkey plants for positioning and joining preassembled aircraft components. The approach adopted by Aircraft and Technology

Systems is to adapt production processes which have proved successful in highly automated automotive production for aircraft production. One example is the FASplant modular assembly system, which was developed for final vehicle assembly and is now also used for the assembly of aircraft engines and wings. Aircraft and Technology Systems' business was initially concentrated on Europe. Since 2008, however, its scope has been extended to include America and Asia. As with Paint and Final Assembly Systems, major orders can run for more than 12 months. Apart from aircraft production technology, the Dürr Consulting unit is also part of the Aircraft and Technology Systems business unit. Dürr Consulting is a consultancy unit which assists customers from a range of sectors in planning and optimising their production processes.

Paint and Assembly Systems division			
Business unit	Business type	Activities	Customer groups
Paint and Final Assembly Systems	Plant engineering	<ul style="list-style-type: none"> • Complete paint shops • Individual painting process stations • Services • Final assembly systems 	<ul style="list-style-type: none"> • Automobile manufacturers • Automotive suppliers • General industry (e.g. construction equipment and farm machinery)
	Plant engineering	<ul style="list-style-type: none"> • Assembly and paint systems for aircraft production • Services 	<ul style="list-style-type: none"> • Aircraft manufacturers • Aircraft industry suppliers
Aircraft and Technology Systems	Consulting	<ul style="list-style-type: none"> • Consulting 	<ul style="list-style-type: none"> • Automobile manufacturers • Automotive suppliers • General industry

Application Technology

The Application Technology division mainly operates in the mechanical engineering sector. The division also acts as a business unit called Application Technology. Application Technology operates in three fields: paint application technology, sealing technology and gluing technology. In technological terms the three fields have a common basis, i.e. the precisely metered application of liquids of varying viscosity.

The largest field by far is paint application technology. This includes all products for the spray application of paint. The core products are the EcoRP series of painting robots, the EcoBell 2 and 3 generations of paint atomizers, EcoLCC color changers and EcoSupply paint supply systems. To these can be added, in addition to further hardware products, software solutions for controlling, monitoring and operating paint application systems. The paint application technology products are frequently sold together with solutions offered by the sister business unit Paint and Final Assembly Systems. Furthermore, Application Technology also markets its paint application products in a standalone operation. The order volumes for Application Technology are smaller than for Paint and Final Assembly Systems.

Sealing technologies from Application Technology are also used in automotive paint shops. They seal welds which are generated in the body shop and thus prevent corrosion and the seeping of water into the interior of the vehicle. This is done by means of the robot-

assisted application of PVC-based sealant to the welds. Sealing also includes systems for applying underbody protection. This, too, involves the application of a mass usually containing PVC which protects the vehicle underbody against stone chips, etc. Another field in which sealing technology is used relates to automated solutions for the injection of insulating materials.

With regard to gluing technology, Application Technology offers systems for joining bodywork components in the body shop and final assembly with the aid of glue. Gluing is therefore an alternative to conventional welding. It is used, for example, for materials which cannot be welded (e.g. plastics, carbon fiber) when building bodies. Gluing technology is also suitable for bonding conventional panels. In final vehicle assembly, for instance, cockpits and windshields are installed with the aid of gluing technology systems.

Application Technology division			
Business unit	Business type	Activities	Customer groups
Application Technology	Mechanical engineering	<ul style="list-style-type: none"> • Products for automated spray painting • Sealing technology • Gluing technology • Services 	<ul style="list-style-type: none"> • Automobile manufacturers • Automotive suppliers • General industry (e.g. construction equipment and farm machinery)

Measuring and Process Systems

The Measuring and Process Systems division operates in the mechanical engineering field. Through its Balancing and Assembly Products business unit Measuring and Process Systems offers balancing and diagnostic systems as well as assembly, test and filling technology products. Balancing systems under the Schenck brand are used in a range of sectors. These include, for example, the automotive industry, mechanical engineering, the aerospace industry and manufacturers of power plant turbines. Usually, Balancing and Assembly Products equipment first identifies the imbalance of a rotating body before correcting this with the aid of balancing weights. The business unit's most important products at present include the XENO, XENTO and XONDO balancing systems for turbochargers and the Centrio series of overspeed test stands. In assembly, test and filling technology, Balancing and Assembly Products is primarily a supplier to the automotive industry. Typical applications in assembly technology, for instance, are marriage stations, where a car's body and powertrain are brought together. In testing technology the business unit supplies test stands which are used in final assembly plants within the automotive industry. They are used, for instance, for measuring wheel geometry or testing brakes and driver assistance systems. Filling technology systems are also used in final vehicle assembly where they supply assembled vehicles with their operating media, such as transmission oil, brake fluid, fuel and air-conditioning refrigerant. The Dürr Group also supplies manufacturers of household appliances (e.g. refrigerators, air-conditioning units) and heat pumps with filling technology through its subsidiary Agramkow.

The Cleaning and Surface Processing business unit, which is also part of the Measuring and Process Systems division, offers industrial cleaning technology. Its main business sector is the automotive industry, yet companies from other metalworking sectors also use Dürr

Ecoclean und UCM cleaning systems. Cleaning and Surface Processing's systems remove particulate matter which is produced during machining, e.g. drilling or milling, from the workpieces. The automotive industry mainly uses these systems in the production of engines and transmissions. Cleaning and Surface Processing's portfolio also includes systems for surface processing, for example the activation, de-coating and de-burring of workpiece surfaces. The Cleaning and Surface Processing business unit traded under the name Cleaning and Filtration Systems until the end of 2013. Following the sale of the Dürr Group's filtration technology business on 30 November 2013, it was renamed Cleaning and Surface Processing with effect from 1 January 2014.

Measuring and Process Systems division			
Business unit	Business type	Activities	Customer groups
Balancing and Assembly Products	Mechanical engineering	<ul style="list-style-type: none"> • Balancing and diagnostic systems • Assembly technology for final vehicle assembly • Testing technology for final vehicle assembly • Filling technology • Services 	<ul style="list-style-type: none"> • Automobile manufacturers • Automotive suppliers • Electrical/electronic engineering • Turbines / power plants • Mechanical engineering • Aerospace industry • Household appliance industry
Cleaning and Surface Processing	Mechanical engineering	<ul style="list-style-type: none"> • Industrial cleaning systems • Surface processing systems • Automation technology • Services 	<ul style="list-style-type: none"> • Automobile manufacturers • Automotive suppliers • Electrical/electronic engineering • Mechanical engineering • Aerospace industry • Medical and laboratory equipment

Clean Technology Systems

The Clean Technology Systems division is involved in plant engineering on behalf of the Dürr Group. It includes a business unit of the same name, Clean Technology Systems. Clean Technology Systems supplies environmental technology systems for removing pollutants from the exhaust air of industrial production processes. The business unit originally specialized in exhaust air purification in automotive paint shops, but it now achieves around 80% of its sales in other sectors, particularly the chemical and pharmaceutical industries, but also in wood processing and carbon fibre production. The range of products supplied covers all the common processes for exhaust air purification. The most important process is thermal exhaust air purification. In this, contaminants (e.g. solvents) which are produced in industrial production processes are concentrated in an exhaust air stream and then routed to the combustion chamber of the exhaust-air purification system. There, the contaminated exhaust air is heated to temperatures of around 1,000 degrees Celsius, as a result of which the contaminants are oxidized or combusted. Since this process requires a high energy input, Clean Technology Systems focuses particularly on developing energy recovery concepts. On the one hand, these allow a more efficient use of the primary energy used for exhaust air

purification; on the other hand, they enable use to be made of the energy released in the combustion of the contaminants. This focus on sustainable processes is the connection to Clean Technology Systems' second mainstay, energy efficiency technology. Since 2011, the Dürr Group has been building up a technology portfolio in this business field, relating to the efficient use of heat, cold, and electricity. The most important systems in this area are ORC technology (Organic Rankine Cycle) and the Dürr Compact Power System (micro gas turbine) for electricity generation. Thermea-branded large-scale heat pumps and heat exchangers can also be added to this portfolio. ORC systems enable previously unused exhaust heat from production processes to be used to generate electricity. The micro gas turbine technology which underpins the Dürr Compact Power System generates heat and electricity by burning gas and other fuels. A common feature of all Clean Technology Systems' energy efficiency technologies is that they can be used in a variety of industrial sectors. The Dürr Group's most recent work, for instance, has focused on developing applications for optimizing energy efficiency in biogas and geothermal power plants, and also in breweries, nurseries, and construction material production plants. Energy efficiency technology is the Dürr Group's newest business field and is still being developed. Therefore, it currently generates relatively little revenue.

Clean Technology Systems division			
Business unit	Business type	Activities	Customer groups
Clean Technology Systems	Plant engineering and component business	<ul style="list-style-type: none"> • Exhaust-air purification systems • Energy management and consulting • Services • Energy efficiency technologies (electricity generation from heat, heat pumps and heat exchangers) 	<ul style="list-style-type: none"> • Chemical industry • Pharmaceutical industry • Carbon fiber production • Printing/coating • Automobile manufacturers (paint shops) • Automotive suppliers (paint shops) • Wood processing • Operators of decentralized power plants (CHP plants, biogas systems, stationary combustion engines) • Process industry • Energy sector • General industry

The Strategy "Dürr 2017"

The strategy "Dürr 2017" is a further development of the Dürr Group's existing strategy and complements established strategy elements with new aspects. The core of "Dürr 2017" is encapsulated by the theme "Leading in Production Efficiency" which conveys the Dürr Group's promise to assist its customers in increasing efficiency in their production processes through innovative technologies and services. The Dürr Group's strategy focuses on the following four areas: innovation, globalisation, service and efficiency.

In the area of innovation, the Dürr Group intends to further focus on research and development in order to increase its customers' efficiency in terms of cost per unit reduction, modernisation, higher flexibility in their production facilities, energy efficiency and sustainability.

In the area of globalisation, the Dürr Group is focusing especially on the emerging markets, for example China, Brazil, Mexico, Russia and Southeast Asia. The Dürr Group intends to expand its global presence through further investments as well as through acquisitions.

In the area of service, the Dürr Group intends to focus on an extension of its service business and service organization based on the higher installed base of new plants and machines and the corresponding demand from the OEM's for servicing these plants and machines. Additionally the Dürr Group wants to expand the service business especially in the emerging markets.

In the area of efficiency, the Dürr Group intends to further streamline its internal processes through its global IT structure, by integrating systems, through ongoing globalization of processes and improving order execution and through localization of products in the emerging markets. Additionally the Dürr Group focuses on the efficient use of resources and capital.

Market Environment and Competition

In 2013, according to preliminary data, the world Gross Domestic Product ("**GDP**") grew by 2.9%, slightly down on the level of the previous year (source: European Commission, Directorate-general for Economic and Financial Affairs: European Economic Forecast, Winter 2014, 2/2014). In China, GDP growth remained constant at 7.7%. In the euro zone, GDP decline slowed to 0.4% (previous year: decline by 0.7%). In Germany, the GDP trend turned out to be comparatively positive, rising by 0.4%. In the US, economic tailwinds gained the upper hand as the year progressed; buoyed by low interest rates and a further decline in energy prices, GDP increased by 1.9%.

In 2013, global light vehicle production rose by 4.2%, to reach 82.5 million units (source: PricewaterhouseCoopers, Autofacts, January 2014). As a result, production growth outpaced worldwide GDP growth (2.8%). China, the world's biggest automobile market, achieved a substantially higher increase (12.7%) than a year earlier (8.5%). The Brazilian automobile market appeared to be in good shape (+9.7%), and India returned to a production increase of 2.9% following the decline in the preceding year. In North America, the positive trend continued: following robust growth of 17.6% in the previous year, automobile production rose by a further 5.8%. With the exception of Western Europe, the substantial demand for automobiles generally ensured good capacity utilization of the automotive industry's factories. Most automotive groups positioned worldwide managed to achieve high earnings and cash flows in 2013.

While the German investment goods industry recorded a 3.8% increase in orders placed in 2013, the order intake in mechanical engineering and plant construction was slightly lower than in 2012. According to the German mechanical engineering and plant construction association, *Verband Deutscher Maschinen- und Anlagenbau e.V.* (VDMA), production reached EUR 195 billion, down by 0.5% on the previous year.

The Dürr Group generates over 80% of its sales in business conducted with the automotive industry. Accordingly, the Group is dependent to a considerable degree on

investment decisions in this industry. In making investment decisions, companies in the automotive sector do not only rely on current production figures for guidance, but in particular on its long-term sales expectations and strategic objectives. These objectives comprise, for example, the development of new market regions, the expansion of market share, the long-term development of the range of models available as well as cost reduction programs for sustainable protection of the company's ability to compete on the market.

The emerging markets (Asia excluding Japan, as well as Mexico, Brazil and Eastern Europe) and, in particular, the BRIC states, are of increasing significance to the Dürr Group. In these markets, the automotive industry will further expand its capacities so as to gain or defend market share in the overall context of long-term mobility growth in the relevant populations. Accordingly, the new plant construction business has a dominant share in the emerging markets.

In the established Western European markets, the primary focus is on modernization investments. Carmakers are investing in the conversion of existing plants to ramp up the degree of automation, to lower energy and material consumption or to make production lines more flexible to facilitate expansion of the range of vehicles available. The primary objective of modernisation investments is to lower production costs per vehicle (unit costs) thanks to higher productivity and efficiency.

The Dürr Group also anticipates increasing its modernisation business activities in North America in the coming years. In the US, many automobile factories have reached an advanced age, leading to high demand for modernisation. Modernisation investments help the industry to adjust the performance and capacities of its plants to meet the growing level of demand for automobiles. Due to rising automobile sales and the resulting surge in light vehicle production, in North America the demand of the automotive industry for new factory buildings is evidently also picking up. In addition to US carmakers, this is also being driven by producers from Europe and Asia. These producers build up production capacities in North America or expand them to avoid currency risks and to be able to manufacture in close proximity to their market.

Paint and Assembly Systems

Together with the Application Technology division, the Paint and Assembly Systems division is, to the Dürr Group's knowledge, the only systems provider worldwide to provide paint shop technology and application technology from a single source with a leading market position in the automotive industry. In this context, the Dürr Group benefits from its strong position in the emerging markets, in which 34% of the Group's workforce is employed. According to the Dürr Group's own estimates, the Japanese company Taikisha Ltd. ranks in second position, followed by the German corporation Eisenmann AG. Moreover, there are up to three competitors who are only actively engaged in specific market regions (for instance in China and the US).

In the past three years, the market environment has been shaped by high volumes of investments by carmakers. After two extraordinarily robust years, the order intake of the Paint and Assembly Systems division declined by 15.2% in 2013 as expected. One of the main reasons for the decline was the weakness of the markets in Europe. The emerging markets once again contributed over half of the order intake of the Paint and Assembly Systems division.

In the considerably smaller business of aircraft production technology, the order intake increased substantially in 2013. This segment is highly competitive but has similar growth characteristics to the automotive sector. The competitive environment is fragmented; according to the Dürr Group, market share of all providers (including the Dürr Group) is in a medium single-digit percentage range.

Application Technology

According to the Dürr Group's own estimates, the Application Technology division ranks in first position in the field of paint application technology for the automotive industry. Its main competitors are two providers of industrial robots, namely FANUC Corporation and ABB Ltd. According to the Dürr Group's own estimates, the next biggest provider is the Japanese company Yaskawa Electric Corporation.

In recent years, the market for paint application technology has undergone a positive development. Key factors in this regard were the extension of automobile production capacities in the emerging markets as well as the ongoing automation of the paint application process. In recent years, the Application Technology division has increased its market share. In 2013 the division managed to record further growth both in order volume and earnings. Robust demand was evident both in new business and in the modernisation segment.

Measuring and Process Systems

In the field of balancing technology, the Balancing and Assembly Products business unit has, according to the Dürr Group's own estimates, the leading market position. According to the Dürr Group's own estimates, the two closest competitors are Kokusai Co., Ltd. and CEMB S.p.a.

In the field of assembly, testing and filling technology, the Balancing and Assembly Products business unit likewise considers itself to be among the leading international providers. Key rivals in filling technology are the companies Fives Cinetic Filing S.A.S. and SAT Anlagentechnik GmbH. Considerable competitors of the Dürr Group in the field of measuring technology are Burke E Porter Machinery Co., Fori Automation Inc. and Siemens AG.

The Cleaning and Surface Processing business unit is, according to its own estimates, the market leader for industrial cleaning technology. Unlike Cleaning and Surface Processing, its competitors are not generally active worldwide but only on a regional scale.

The Measuring and Process Systems division provides a wide range of products and thus addresses a large group of purchasing industries. In the balancing technology business, the sales markets (covering industries like automotive, mechanical engineering, electrical, aviation and space travel, and turbine construction) saw positive development overall. In 2013, a slight weakness in sales was observed particularly in Europe. The fields of assembly, testing and filling technology benefited from the high investment volumes of the automotive industry.

Industrial cleaning technology is operating in a challenging competitive environment in which smaller competitors are engaged on a regional scale and exert pressure on prices. The Cleaning and Surface Processing business unit reported a loss in 2013 as this business unit was realigned, resulting in corresponding non-recurring expenses being incurred. Key measures included the sale of the filtration technology business to a third party in the US and

the reduction of capacities in the US market. The volume of business has declined in that region as the Dürr Group has discontinued the large-volume business as a systems integrator of complete production lines for power-train production. The reason for this measure was the lack of profitability of orders placed, in tandem with comparatively high risks. In France, the Dürr Group put the automation business of the Cleaning and Surface Processing business unit up for sale at the end of 2013 as it is no longer considered the company's core business. In this field, the product range covers conveyor and handling systems for parts. In the wake of the realignment, the Dürr Group expects an earnings turnaround in its Cleaning and Surface Processing business unit for 2014.

Clean Technology Systems

In the field of waste air purification technology for the automotive industry, the Dürr Group considers itself the largest provider of its kind worldwide. Major competitors are, according to the Dürr Group's own estimates, the corporations John Zink Hamworthy Combustion and John Zink KEU GmbH, as well as CTP GmbH. The Dürr Group also considers itself to be among the world market leaders in the non-automotive segment. The competitive environment in the non-automotive business is relatively fragmented. Due to the purchase of the assets of the German waste air purification technology specialist Luft- und Thermotechnik Bayreuth (LTB) in late 2013, the Dürr Group has further reinforced its market position in the non-automotive sector.

The market for waste air purification technology is growing on a similar scale as the global automobile market. The main driver for demand is statutory air pollution control regulations. In 2013, the order intake of the Clean Technology Systems division exceeded the previous year's figure by 17.8%.

The Dürr Group's activities in energy efficiency technology, commenced in 2011, are still in an early establishment phase. Currently, activities are shaped by the further development of basic technologies and developing new applications for these. At the same time, the Dürr Group is intensifying its marketing operations for its energy efficiency product range in various industry segments. As this business is still in the process of being established, the Dürr Group is not able to estimate its market share. The level of demand is influenced to a substantial extent by steering elements derived from energy policy. These include subsidisation programs or levy exemptions for operators of energy-efficient plants.

Trend Information and Significant Changes in Financial or Trading Position

There has been no material adverse change in the prospects of Dürr AG since 31 December 2013.

As of 1 March 2014, employer's pension liability insurance with a fair value of EUR 13.7 million was acquired at German entities of the Dürr Group to reduce interest and longevity risks of further significant benefit obligations.

Other than this, there have been no significant changes in the financial or trading position of the Issuer since 31 December 2013.

Administrative, Management and Supervisory Bodies

In accordance with the German Stock Corporation Act (*Aktiengesetz*), Dürr AG has both a Board of Management (*Vorstand*) and a Supervisory Board (*Aufsichtsrat*). The Board of Management is responsible for the management of Dürr Group's business; the Supervisory

Board supervises the Board of Management and appoints its members. The two boards are separate, and no individual may simultaneously be a member of both boards.

Board of Management

As at the date of this Prospectus, the members of the Board of Management of Dürr AG are:

Name	Function	Membership on other supervisory boards and comparable bodies
Ralf W. Dieter	Chairman of the Board of Management, Chief Executive Officer, with responsibility for:	Körber AG, Hamburg, Germany
	Paint and Assembly Systems	Schuler AG, Göppingen, Germany
	Application Technology	Carl Schenck AG, Darmstadt, Germany (Chairman)
	Measuring and Process Systems	
	Public Relations	Dürr Systems GmbH, Stuttgart, Germany (Chairman)
	Human Resources (Employee Affairs Director)	
	Research and Development	Dürr Paintshop Systems Engineering (Shanghai) Co. Ltd., Shanghai, China (Supervisor)
	Quality	
	Internal Auditing	
	Corporate Compliance	
Ralph Heuwing	Member of the Board of Management, Chief Financial Officer, with responsibility for:	MCH Management Capital Holding AG, Munich, Germany
	Clean Technology Systems	Carl Schenck AG, Darmstadt, Germany
	Dürr Consulting	
	Finance / Controlling	Dürr Systems GmbH, Stuttgart, Germany
	Investor Relations	
	Risk Management	Dürr India Pvt. Ltd., Chennai, India
	Legal Affairs / Patents	
	Information Technology	
	Global Sourcing	

Supervisory Board

As at the date of this Prospectus, the members of the Supervisory Board of Dürr AG are:

Name (Principal occupation)	Function	Membership on other supervisory boards and comparable bodies
Klaus Eberhardt	Chairman	ElringKlinger AG, Dettingen/Erms, Germany KSPG AG, Neckarsulm, Germany (Chairman) MTU Aero Engines AG, Munich, Germany (Chairman)
Hayo Raich ^(*) Chairman of the group works council of Dürr AG	Deputy Chairman	Dürr Systems GmbH, Stuttgart, Germany (Deputy Chairman)
Prof. Dr. Norbert Loos Managing partner of Loos Beteiligungs-GmbH	Further Deputy Chairman	BHS tabletop AG, Selb, Germany (Chairman) Hans R. Schmid Holding AG, Offenburg, Germany (Chairman) LTS Lohmann Therapie-Systeme AG, Andernach, Germany (Chairman)
Stefan Albert ^(*) Full-time works council chairman at Schenck RoTec GmbH	Member	Betriebspensionskasse der Firma Carl Schenck AG VVaG, Darmstadt, Germany
Mirko Becker ^(*) Full-time works council member released from other work duties of Dürr Systems GmbH	Member	
Dr. Dr. Alexandra Dürr Senior physician at the neurogenetics clinic of the département de génétique at hôpital de la Salpêtrière, Paris, and scientist at the human neurogenetics research group at INSERM (Institut National de la Santé et de la Recherche Médicale)	Member	
Thomas Hohmann ^(*) Head of personnel at Dürr Systems GmbH	Member	
Guido Lesch ^(*) Second authorized representative of IG Metall trade union administrative office Völklingen	Member	Saarschmiede GmbH Freiformschmiede, Völklingen, Germany (Deputy Chairman)

Dr. Herbert Müller	Member	
Attorney-at-law		
Martin Schwarz-Kocher ^(*)	Member	
Managing Director of IMU Institut GmbH		
Karl-Heinz Streibich	Member	Deutsche Telekom AG, Bonn, Germany
Chairman of the Management Board of Software AG		Deutsche Messe AG, Hanover, Germany MANN+HUMMEL GmbH, Ludwigsburg, Germany MANN+HUMMEL Holding GmbH, Ludwigsburg, Germany
Prof. Dr.-ing. Dr.-ing. E.h. Klaus Wucherer	Member	FESTO AG & Co. KG, Esslingen, Germany (Chairman)
Managing Director of Dr. Klaus Wucherer Innovations- und Technologieberatung GmbH		HEITEC AG, Erlangen, Germany (Deputy Chairman) LEONI AG, Nuremberg, Germany (Deputy Chairman) SAP AG, Walldorf, Germany (Chairman)

^(*) Employee Representatives

On 27 February 2014 Prof. Dr. Norbert Loos gave notice of his intention to resign his membership in Dürr AG's Supervisory Board for reasons of age with effect from 30 April 2014. The nomination committee of the Supervisory Board has nominated Prof. Dr. Holger Hanselka to be elected by Dürr AG's shareholders at the annual general meeting on 30 April 2014 as a new member of the Supervisory Board.

In addition Mr. Karl-Heinz Streibich will resign his membership in the supervisory board of MANN+HUMMEL GmbH's supervisory board and in MANN+HUMMEL Holding GmbH's supervisory board with effect from 1 April 2014.

The business address of each member of the Board of Management and the Supervisory Board is Dürr AG, Carl-Benz-Strasse 34, 74321 Bietigheim-Bissingen, Federal Republic of Germany.

Conflicts of Interest

As of the date of this Prospectus, the above mentioned members of the Board of Management and the Supervisory Board of Dürr AG do not have potential conflicts of interests between any duties to Dürr AG and their private interests or other duties.

Board Practices

The governing bodies of Dürr AG are the Board of Management (*Vorstand*), the Supervisory Board (*Aufsichtsrat*) and the annual Shareholders' Meeting (*Hauptversammlung*). The powers of these bodies are set forth in the German Stock Corporation Act (*Aktiengesetz*), Dürr AG's articles of association and the bylaws of the Board of Management and the Supervisory Board and its committees. The Board of Management and Supervisory Board work independently of each other. No person may serve on both boards at the same time.

The Board of Management is responsible for managing Dürr Group's day-to-day business and for representing Dürr AG in dealings with third parties. The Supervisory Board appoints and may dismiss members of the Board of Management. The Supervisory Board supervises and advises the Board of Management in its management of Dürr Group and represents Dürr AG in transactions between a member of the Board of Management and Dürr AG. In general, the Supervisory Board is not directly involved in the day-to-day management of Dürr Group. However, pursuant to Dürr AG's articles of incorporation, certain transactions require the consent of the Supervisory Board.

In performing their duties, members of both the Board of Management and Supervisory Board must exercise the duties of care expected of a reasonable business person. Members of the Board of Management and the Supervisory Board must consider a broad range of interests, including those of Dürr AG and its shareholders and employees.

The members of the Board of Management and the Supervisory Board may be held personally liable to Dürr AG for breaches of their duties of loyalty and care. Dürr AG must bring an action for breach of duty against the Board of Management or Supervisory Board upon a resolution of the stockholders passed at a Shareholders' Meeting by a simple majority of votes cast. Furthermore, minority shareholders representing at least 1 per cent of the Issuer's share capital or shares with a nominal value of EUR 100,000 can file an application in court requesting an action to be admitted against members of either of Dürr AG's boards on behalf of the company or in their own name.

With the exception of stockholders of companies that (unlike Dürr AG) are under the control of another company, individual stockholders of German companies cannot sue directors on behalf of the company in a manner analogous to a stockholder's derivative action under U.S. law. Under German law, directors may be liable to a breach of duty to stockholders (as opposed to a duty to the company itself) only where a breach of duty to the company also constitutes a breach of a statutory provision enacted specifically for the protection of stockholders. As a practical matter, stockholders are able to assert liability against directors for breaches of this sort only in unusual circumstances. The German Securities Trading Act (*Wertpapierhandelsgesetz*) provides for damage claims of stockholders against Dürr AG under certain circumstances, if Dürr AG violates the provisions on publication of insider information with intent or gross negligence.

Board of Management

The Supervisory Board generally appoints the members of the Board of Management for a term of up to five years, only the first appointment of a member of the Board of Management is limited to a term of three years. Extensions of the term of office are permitted. Pursuant to the articles of association, the Board of Management must have at least two members. The Supervisory Board determines the number of members of the Board of Management. Currently, the Board of Management has two members. The Supervisory Board issued the current version of the bylaws of the Board of Management on 2 October 2013.

Any two members of the Board of Management or any individual Board of Management member together with an authorized signatory with statutory power of attorney (*Prokurist*) may legally represent Dürr AG.

The Board of Management must report regularly to the Supervisory Board, particularly on business policy and strategy, on profitability and on the current business of Dürr Group, as well as on any exceptional matters that may arise from time to time. If not otherwise required

by law, the Board of Management decides with a simple majority of the votes cast. In case of deadlock, the vote of the chairperson is the relevant vote. Due to the bylaws of Dürr AG this provision is inapplicable as long as the Board of Management only consists of two members. Under certain circumstances, such as a serious breach of duty or a vote of no confidence by the stockholders in an annual Stockholders' Meeting, a member of the Board of Management may be removed by the Supervisory Board prior to the expiration of his/her term. A member of the Board of Management may not deal with, or vote on, matters relating to proposals, arrangements or contracts between him/herself and Dürr AG.

Individual members of the Board of Management serve as representatives with primary responsibility for Dürr AG's various corporate functions.

Supervisory Board

The Supervisory Board consists of 12 members, including six members elected by the shareholders at the annual shareholders' meeting in accordance with the provisions of the German Stock Corporation Act and six members selected by the Dürr AG employees, in accordance with the provisions of the German Codetermination Act of 1976.

The Supervisory Board members are usually elected for a fixed term of five years. Each term expires at the end of the annual general meeting in the fourth fiscal year after the year in which such Supervisory Board member was elected. Supervisory Board members may be re-elected.

Unless otherwise provided by law, resolutions of the Supervisory Board are passed by a simple majority of the votes cast. In case of any deadlock, the relevant resolution must be voted on again, with the Chairman of the Supervisory Board being entitled to cast two votes during such second vote.

The Chairman is usually a shareholder representative elected by the members of the Supervisory Board.

The Supervisory Board generally meets once every quarter. Its main functions are:

- to supervise and advise the Board of Management in its management of Dürr AG;
- to appoint members of the Board of Management and
- to consent to matters that are subject to the Supervisory Board's consent under German law or Dürr AG's articles of incorporation and to matters which the Supervisory Board has made subject to its prior approval.

The Supervisory Board may form committees and establish their duties and powers. To the extent permitted by law, the Supervisory Board may delegate to such committees decision-making powers of the Supervisory Board.

As the date of this Prospectus, the Supervisory Board has established four committees, an audit committee, a nomination committee, personnel committee and a mediation committee (*Vermittlungsausschuss*).

The Supervisory Board has established an audit committee, consisting of Prof. Dr. Norbert Loos, Mr. Mirko Becker, Dr. Dr. Alexandra Dürr and Dr. Martin Schwarz-Kocher. The audit committee reviews and discusses the annual accounts of Dürr AG prior to each meeting of the Supervisory Board in which the annual accounts are being discussed; the audit committee makes recommendations with respect to the approval of the annual accounts and of the

consolidated accounts by the Supervisory Board and with respect to the appropriation of profits. In addition, the audit committee makes proposals to the Supervisory Board with respect to the appointment of Dürr Group's statutory auditor. Upon having been so authorized by the Supervisory Board, the audit committee may assign the auditor, thereby stipulating the main focus of the auditing procedure as well as the auditor's compensation. The audit committee regularly discusses the status of the auditing procedure with the auditor, including, in particular, the results of the investigation and the auditor's opinion.

The nomination committee is responsible for making recommendations to the Supervisory Board concerning proposals to elect Supervisory Board members representing the shareholders. The nomination committee is exclusively composed of shareholder representatives. The team consisting of Mr. Klaus Eberhardt, Dr. Dr. Alexandra Dürr and Prof. Dr. Norbert Loos.

The personnel committee is responsible for making preparations connected with the appointment of members of the Board of Management, long-term succession planning and for determining the terms and conditions of their contracts of employment including remuneration. The team consisting of Mr. Klaus Eberhardt, Prof. Dr. Norbert Loos, Mr. Guido Lesch and Mr. Hayo Raich.

The mediation committee (*Vermittlungsausschuss*), which is formed in accordance with the German Co-Determination Act, consists of the Chairman of the Supervisory Board, his representative, and one member chosen from each of the shareholder and employee representatives. It submits proposals to the Supervisory Board concerning the appointment of members of the Board of Management, if the required two-thirds majority should not have been obtained in the first round of voting. The team consisting of Mr. Klaus Eberhardt, Mr. Hayo Raich, Mr. Stefan Albert and Prof. Dr. Norbert Loos.

Corporate Governance

Since the beginning of 2002, the Board of Management and Supervisory Board have followed the recommendations of the Government Commission's German Corporate Governance Code.

In December 2013 the Board of Management and the Supervisory Board of Dürr AG issued the following Declaration on Conformity:

"The Board of Management and the Supervisory Board of Dürr AG hereby declare in accordance with Section 161 (1) Sentence 1 of the German Stock Corporation Act that in the period since the declaration of conformance of December 12, 2012 the Company has conformed to the recommendations of the Government Commission of the "German Corporate Governance Code" (the "**Code**") initially in the version dated May 15, 2012 and announced in Bundesanzeiger on June 15, 2012 and subsequently in the version dated May 13, 2013 announced in Bundesanzeiger June 10, 2013 and continues to do so save for the following exceptions:

D&O insurance deductibles

(Item 3.8, Paragraphs 2 and 3)

A D&O insurance policy without deductibles (group insurance) existed and continues to exist for members of the Supervisory Board. Accordingly, Item 3.8, Paragraph 3 in connection with Paragraph 2 of the Code was not and continues not to be observed. It is not planned to

introduce any deductibles for members of the Supervisory Board because Dürr AG does not believe that the already high dedication and responsibility with which Supervisory Board members observe their duties can be improved any further by an agreement providing for deductibles. Another consideration is that it would be unreasonably costly for the six employee representatives on the Supervisory Board of Dürr AG, which has an equal number of members representing employees and shareholders respectively, to take out personal insurance policies at their own expense to cover the residual risk (in the amount of the deductibles).

Objectives for the composition of the Supervisory Board, age limit for members of the Supervisory Board

(Item 5.4.1, Paragraphs 2 and 3)

The recommendations in Item 5.4.1, Paragraphs 2 and 3 of the Code are not complied with. The Supervisory Board is of the opinion that specifying and publishing concrete objectives for its composition, and their regular adjustment, involves a not inconsiderable amount of work which does not appear justified in view of the Supervisory Board's size and the further increased workload placed on the Board by new statutory requirements. Furthermore, setting rigid objectives would exclude opportunities for obtaining excellently qualified persons to serve on the Supervisory Board who do not fit into the predefined framework. The Supervisory Board will therefore deliberate on the desired composition of the Board only when its proposals to the general meeting of the shareholders on the election of Supervisory Board members are due to be resolved upon. At the same time, it will also consider other criteria besides those set forth in Item 5.4.1, Paragraph 2 of the Code. As of the date on which this declaration is issued, the Supervisory Board has one female member and several members with well-established international experience.

No provision has been made for a limit on the age of members of the Supervisory Board as recommended in Item 5.4.1, Paragraph 2 of the Code because Dürr AG believes that the effectiveness of Supervisory Board members does not depend on whether an inflexible age limit has been reached. Furthermore, Dürr AG does not intend to set a rigid age limit in the future because that would deprive the company of opportunities for obtaining excellently qualified persons to serve on its Supervisory Board who have already passed the age limit or will pass it during the time of their appointment.

Variable remuneration of the members of the Supervisory Board

(Item 5.4.6, Paragraph 2, Sentence 2)

The system of tying the variable remuneration paid to members of the Supervisory Board to consolidated earnings before tax (EBT) has been approved in a resolution passed by the shareholders and is governed by Article 15 (1) of the Articles of Incorporation. It has proven itself. Dürr does not wish to follow the general trend of converting variable remuneration components into fixed remuneration. Dürr believes that it has a suitable variable remuneration system which awards the successful work of the previous year in connection with a cap providing for a reasonable maximum on the amount of the variable remuneration payable."

Major Shareholders

Under Dürr AG's articles of incorporation, each of Dürr AG's ordinary shares represents one vote. Major shareholders do not have different voting rights. Under the free float definition applied by Deutsche Börse AG, the free float amounts to approximately 71.4 per cent.

Under the German Securities Trading Act (*Wertpapierhandelsgesetz; WpHG*), holders of voting securities of a listed German company must notify that company of the level of their holding whenever it reaches, exceeds or falls below specified thresholds. Since 20 January 2007 the thresholds have been 3, 5, 10, 15, 20, 25, 30, 50 and 75% of the company's outstanding voting securities.

Based on such notifications received from shareholders through the date of this Prospectus, the following companies held, in the aggregate, the following voting rights (such direct or indirect holdings in voting rights corresponding to shares) of more than 3% in Dürr AG on the respective reference date:

<u>Name</u>	<u>Total share</u>	<u>Reference date of latest notice</u>
Heinz Dürr GmbH	25.10%	31 December 2013
Heinz und Heide Dürr Stiftung	3.50%	31 December 2013
BlackRock Inc.	3.04%	22 March 2013

Dürr AG is not aware of any arrangement the effect of which would result in a change of control of Dürr AG.

Investments

Besides other the Dürr Group made two material acquisitions in 2013 with the aim to strengthen its core business in the areas of exhaust air purification and filling technology:

On 4 July 2013 the Dürr Group acquired the assets of Luft- und Thermotechnik Bayreuth GmbH ("**LTB**"), which filed for insolvency in March 2013. Under this asset deal, the Dürr Group acquired LTB's assets and some minor employee and order related liabilities. The assets and related liabilities were transferred to a previously unconsolidated company which was renamed Luft- und Thermotechnik Bayreuth GmbH. At the same time, a general manager at the company acquired a 19.9% shareholding in the company. The purchase price for the assets and related liabilities of Luft- und Thermotechnik Bayreuth GmbH allocable to Dürr amounted to EUR 9.0 million.

On 1 October 2013 the Dürr Group acquired the outstanding 45% of the shares in Agramkow Fluid Systems A/S (Denmark) and its subsidiaries Agramkow Asia Pacific Pte. Ltd. (Singapore) and Agramkow do Brasil Ltda. (Brazil) because the option holder had executed a put option against the Dürr Group. In the fiscal year 2011 the Dürr Group had already acquired 55% of the shares of the company, which is, according to the estimates of the Dürr Group, one of the global market leaders in facilities for the filling of household devices and heat pumps with refrigerant. The fair value of the put option amounted to EUR 24.5 million on the exercise date. The purchase price for the entire company amounted to EUR 33.0 million.

The Dürr Group envisages making further acquisitions of technology companies in order to strengthen its core business and to expand the energy efficiency activities of Clean Technology Systems, however the Dürr Group has not made firm decisions with respect to particular targets. The exact volume of possible acquisitions is expected to be higher than the total amount of the acquisitions of recent years. In principle, cash and cash equivalents as well as cashflow, as of the date of this Prospectus, are available for financing purposes. The Dürr Group would make use of other sources of financing only in the case of a particularly substantial future acquisition.

Material Financings

In September 2010, Dürr AG issued notes in an initial aggregate principal amount of EUR 150 million and in December 2010 a tap issue of EUR 75 million to these notes. The notes in a total aggregate principal amount of EUR 225 million are due for repayment on 28 September 2015 and bear interest at a rate of 7.25 per cent per annum (the "**2015 Notes**"). The 2015 Notes provide for an early redemption right at the option of the Issuer in 2014. The early redemption amount is 100% of the nominal amount plus interest accrued, if any.

Moreover, Dürr AG and certain of its subsidiaries are party to a EUR 300 million syndicated multi-currency revolving credit and letters of guarantee facilities agreement with a term of five years ending in March 2019 and the option to extend the term by one or two years until 2020 and 2021 respectively. The facility comprises a cash facility in an amount of up to EUR 100 million and a letters of guarantee facility of up to EUR 200 million (the "**Letters of Guarantee Facility**"). Early termination of the facility is possible if the agreed financial covenant (the facility only contains a leverage covenant) or certain other terms of the facility are infringed and a two-third majority of the lending banks vote in favour of termination. In addition, mandatory prepayment may be triggered by a change of control, i.e. where a person or group of persons acting in concert acquires directly or indirectly more than 50% of the shares of or the voting rights in Dürr AG. Interest is payable at the relevant refinancing rate (EURIBOR or LIBOR) plus a variable margin. The facilities are secured by guarantees granted by Dürr AG, Carl Schenck AG and Dürr Systems GmbH. No other security has been put in place.

The Dürr Group ordinarily uses guarantee facilities to secure down payments received from customers. As of 31 December 2013, EUR 145.1 million of a bank guarantee facility (EUR 180 million) had been utilized (compared with EUR 64.4 million on 31 December 2012). This bank guarantee facility has been replaced by the Letters of Guarantee Facility and all guarantees issued under such bank guarantee facility have been rolled into the Letters of Guarantee Facility.

Other guarantee facilities, provided by credit insurers and amounting to EUR 250 million (EUR 250 million as at 31 December 2012), were drawn in the amount of EUR 143.5 million at the end of 2013 (as compared to EUR 142.8 million as at 31 December 2012).

In connection with the purchase of the Dürr Campus in Bietigheim-Bissingen, fixed-rate and annuity loans are in place with a term ending on 30 September 2024. The average effective interest rate is 4.49%. As at 31 December 2013 the carrying amount of the loans amounted to EUR 41.9 million (as compared with EUR 43.9 million as at 31 December 2012). Since the fixed-rate and annuity loans continue until 30 September 2017, they may be discharged at an earlier date.

In addition, various credit institutions have provided bilateral cash lines of credit amounting to EUR 9.1 million, as at 31 December 2013, in order to finance operating funds.

In addition to money market and capital market instruments, the Dürr Group makes use of off-balance sheet financing instruments such as operating leases. The Dürr Group has used factoring programmes as a source of finance until September 2013, as at 31 December 2013, no factoring programmes are in use, in contrast to previous years.

As the Group holding company, Dürr AG has agreed domination and profit-and-loss transfer agreements (or in some cases, purely profit-and-loss transfer agreements) with

companies of the Dürr Group. These contracts oblige subsidiary companies to transfer their profits to Dürr AG. In return, Dürr AG is obliged to cover any annual deficits incurred by the subsidiary companies during the terms of the contracts. The domination and profit-and-loss transfer agreement between Dürr AG and Dürr International GmbH was signed in 2002. The domination and profit-and-loss transfer agreement between Dürr AG and Dürr Systems GmbH was signed in 2004. Both of these agreements are due to be adjusted in accordance with amended taxation requirements and to be presented for the approval of the general meeting of Dürr AG on 30 April 2014. The profit-and-loss transfer agreement between Dürr AG and Carl Schenck AG was signed in 2008, terminated on 31 December 2012 and replaced by a domination agreement in 2013. Finally, a profit-and-loss transfer agreement was signed by Dürr AG and Dürr IT Service GmbH in 2011.

The above mentioned controlled companies have, in turn, agreed domination and profit-and-loss transfer agreements (or in some cases, purely profit-and-loss transfer agreements) with the majority of their German affiliated companies, meaning that ultimately, the profits of the group companies in Germany are „passed on“ to Dürr AG. Conversely, the results of Dürr International GmbH, Dürr Systems GmbH and Carl Schenck AG can be negatively affected by their respective obligations to cover any losses of the companies they control.

Finally, surplus cash and cash equivalents of Dürr AG are made available to group companies in Germany and abroad by means of a cash pooling system.

Legal and Arbitration Proceedings

Tax authorities in Brazil claim that the Dürr Group has additional VAT and interest to pay for invoices issued in the years 1998 and 1999. The latest court decision, which was in favour of the Dürr Group, has been appealed by the authorities and the final hearing is now pending. Therefore, contingent liabilities of EUR 8.1 million have been disclosed at year end 2013 in respect of the pending tax proceedings in Brazil. The Dürr Group expects that, in spite of disclosing of these contingent liabilities, no liabilities or cash outflows will be incurred.

In August 2013 the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) initiated a regulatory offence procedure (*Ordnungswidrigkeitenverfahren*) against Dürr AG for allegedly delayed publication of inside information in connection with the 2010 early redemption of a bond issued by Dürr. In this context, the office of the district attorney of Stuttgart (*Staatsanwaltschaft Stuttgart*) has charged one employee of Dürr AG with alleged insider trading and one employee with alleged disclosure of inside information. Dürr AG believes that neither the regulatory offence procedure against it nor the criminal procedures against its employees have any merit and will defend itself rigorously against these allegations.

Apart from this, neither Dürr AG nor the companies of the Dürr Group are and were party to any governmental, legal or arbitration proceedings (including any pending or threatened proceedings) during the previous 12 months, which may have, or have had, significant effects on the Dürr AG's or the Dürr Group's financial position or profitability.

Additional Information

Share Capital

Dürr AG's capital stock amounts to EUR 88,578,662.40 and is divided into 34,601,040 no-par value bearer shares which are fully paid up. As of the date of this Prospectus, Dürr AG holds no treasury shares.

Fiscal Year

Dürr AG's fiscal year is the calendar year.

Memorandum and Articles of Incorporation

According to Article 2 of its articles of incorporation, Dürr AG's corporate purpose is to acquire, to hold, to administer and to realize investments in enterprises of all kinds in Germany and in other countries. To further Dürr AG's purpose, the Dürr AG is also authorized to construct and lease subsidiary and branch establishments in Germany and abroad, and to participate in them in any form, and to conclude cooperation and similar agreements. Further, Dürr AG is authorized to conduct all transactions that are conducive to serving the Dürr AG's purpose either directly or indirectly.

Material Contracts

Other than the financing contracts described above (see "INFORMATION ABOUT THE ISSUER – Material Financings"), Dürr AG has not entered into material contracts outside the ordinary course of its business, which could result in any group member being under an obligation or entitlement that is material to Dürr AG's ability to meet its obligations to the Holders in respect of the Notes being issued.

Recent Events and Outlook

Recent Events

There are no recent events since the date of the last published audited financial statements (31 December 2013) particular to the Issuer which are to a material extent relevant to the evaluation of the solvency of the Issuer.

Outlook

The Dürr Group estimates that automotive manufacturers are planning numerous investment projects. The automobile industry is expected to continue to grow, as indicated by public production growth forecasts, by 6% in 2014 and 7% in 2015. The Dürr Group expects the construction of new automobile production plants to occur primarily in the emerging markets, where increased production capacity is required. In addition, the Dürr Group expects an increasing demand for maintenance and modernization investments in existing plants, particularly in the established markets, because many automobile production plants are outdated. On this basis, and in view of the high number of orders on hand as well as in view of the growth potential in the service business, the Dürr Group considers the visibility of its course of business for 2014 and 2015 as good.

The Dürr Group expects business volumes and earnings for 2014, subject to a stable economic environment, to be roughly on a par with those for the previous year. The cash flow for 2014 is not likely to be similar to the high level of 2013, since the cash flow in 2013 was positively affected by high one-off down payments and construction progress payments. It is possible that free cash flow will be negative in 2014, while cash flow and free cash flow are expected to be positive again in 2015. The Dürr Group expects its net financial status at the end of 2014 to decline in comparison to the extraordinarily high figure recorded on 31 December 2013.

TERMS AND CONDITIONS OF THE NOTES

Anleihebedingungen

Nachfolgend ist der Text der Anleihebedingungen (die "Anleihebedingungen") für die Schuldverschreibungen abgedruckt. Die endgültigen Anleihebedingungen werden Bestandteil der Globalurkunde, die die Schuldverschreibungen verbrieft.

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer englischen Übersetzung versehen. Der deutsche Wortlaut ist rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

§ 1 Form und Nennbetrag

- (a) Die von der Dürr AG, Stuttgart (die „**Emittentin**“) begebene Anleihe im Gesamtnennbetrag (vorbehaltlich § 1(d)) von EUR [●] ist eingeteilt in auf den Inhaber lautende Schuldverschreibungen im Nennbetrag von je EUR 1.000 (die „**Schuldverschreibungen**“).
- (b) Die Schuldverschreibungen werden zunächst durch eine vorläufige auf den Inhaber lautende Globalschuldverschreibung (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine verbrieft; die nicht früher als 40 Tage (dieser Zeitraum nachfolgend die „**Sperrfrist**“) nach dem Tag der Begebung der Schuldverschreibungen in eine endgültige auf den Inhaber lautende Globalschuldverschreibung (die „**Dauerglobalurkunde**“, die Vorläufige Globalurkunde und die Dauerglobalurkunde jede für sich eine „**Globalurkunde**“ und zusammen die „**Globalurkunden**“) ohne Zinsscheine ausgetauscht wird, und zwar gegen Nachweis über das Nichtbestehen von U.S.-

Terms and Conditions

*The following is the text of the terms and conditions of the notes (the "**Terms and Conditions**"). The final version of the Terms and Conditions will be part of the global note representing the notes.*

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be the legally binding version. The English language translation is provided for convenience purposes only.

§ 1 Form and Denomination

- (a) The issue by Dürr AG, Stuttgart (the „**Issuer**“) in the aggregate principal amount (subject to § 1(d)) of EUR [●] is divided into bonds payable to bearer in the denomination of EUR 1,000 each (the „**Notes**“).
- (b) The Notes are initially represented by a temporary global bond payable to bearer (the „**Temporary Global Note**“) without interest coupons which will be exchanged not earlier than 40 days (this period hereinafter referred to as the „**Restricted Period**“) after the issue date of the Notes against a permanent global bond payable to bearer (the „**Permanent Global Note**“, together with the Temporary Global Note, each a „**Global Note**“ and together the „**Global Notes**“) without interest coupons upon certification as to non-U.S. beneficial ownership of the Notes the contents and nature of which shall correspond to the requirements of the laws of the United States of America and to the

amerikanischem wirtschaftlichen Eigentum (*U.S. beneficial ownership*) an den Schuldverschreibungen, der nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten von Amerika und den dann bestehenden Usancen der Clearingsysteme entspricht.

- (c) Die Globalurkunden sind nur wirksam, wenn sie jeweils die eigenhändigen Unterschriften von zwei durch die Emittentin bevollmächtigten Personen sowie die Unterschrift eines Kontrollbeauftragten der Hauptzahlstelle tragen.
- (d) Jede die Schuldverschreibungen verbriefende Globalurkunde wird so lange von einem oder im Namen eines Clearingsystems verwahrt, bis sämtliche Verpflichtungen der Emittentin aus den Schuldverschreibungen erfüllt sind. „**Clearingsystem**“ bezeichnet Clearstream Banking, société anonyme, Luxembourg („**CBL**“) und Euroclear Bank SA/NV („**Euroclear**“) (CBL und Euroclear jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“). Die Schuldverschreibungen werden in Form einer neuen Globalurkunde (*New Global Note*) („**NGN**“) ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt. Der Nennbetrag der durch die jeweilige Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtnennbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den

standard practices of the security clearing system(s) which then exist(s).

- (c) The Global Notes shall only be valid if each of them bears the handwritten signatures of two duly authorized representatives of the Issuer and the control signature of a person instructed by the Principal Paying Agent.
- (d) Each Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means each of the following: Clearstream Banking, société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**"). The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs. The principal amount of Notes represented by the respective Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the principal amount of Notes so represented at any time shall be

Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt. Bei jeder Rückzahlung oder Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Ankauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über die Rückzahlung bzw. die Zahlung bzw. den Ankauf und die Entwertung bezüglich der Globalurkunde anteilig in den Registern der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in den Registern der ICSDs verzeichneten und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgezahlten bzw. angekauften und entwerteten Schuldverschreibungen bzw. der Gesamtnennbetrag der gezahlten Rückzahlungsrates abgezogen wird. Bei Austausch nur eines Teils der Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, stellt die Emittentin sicher, dass die Einzelheiten dieses Austauschs anteilig in die Register der ICSDs eintragen werden.

- (e) „**Anleihegläubiger**“ bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Globalurkunden. Dieser Miteigentumsanteil oder dieses andere vergleichbare Recht an den Globalurkunden kann nach Maßgabe

conclusive evidence of the records of the relevant ICSD at that time. On any redemption or interest payment being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid. On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.

- (e) "**Holder**" means any holder of a proportionate co-ownership or similar interest or right in the Global Notes. Such proportionate co-ownership or similar interest or right in the Global Notes is transferable in accordance with the provisions of the Clearing

der jeweils geltenden Regelungen des Clearingsystems übertragen werden.

System as applicable from time to time.

§ 2 Status der Schuldverschreibungen, Negativerklärung

§ 2 Status of the Notes, Negative Pledge

(a) Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht nachrangige und nicht besicherte Verbindlichkeiten der Emittentin und stehen im gleichen Rang untereinander und mindestens im gleichen Rang mit allen anderen gegenwärtigen und zukünftigen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin, soweit bestimmte zwingende gesetzliche Bestimmungen nichts anderes vorschreiben.

(a) The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present or future, save for certain mandatory exceptions provided by law.

(b) Solange Zahlungen aus den Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle auf die Schuldverschreibungen gemäß diesen Anleihebedingungen zu zahlenden Beträge dem Clearingsystem zur Verfügung gestellt worden sind, verpflichtet sich die Emittentin,

(b) While any amounts remain outstanding under the Notes, but only up to the time all amounts payable to Holders under the Notes in accordance with these Terms and Conditions have been placed at the disposal of the Clearing System, the Issuer undertakes that

(A) für Kapitalmarktverbindlichkeiten (einschließlich hierfür abgegebener Garantien und Freistellungserklärungen) keine dinglichen Sicherheiten in Bezug auf ihr gesamtes gegenwärtiges oder zukünftiges Vermögen oder Teile ihres gegenwärtigen oder zukünftigen Vermögens zu gewähren oder bestehen zu lassen, und

(A) it will not create or permit to subsist any security interest *in rem (dingliche Sicherheit)* over all or part of its present or future assets as security for any Capital Market Indebtedness (including any guarantees and indemnities given in respect thereof), and

(B) soweit rechtlich möglich, sicherzustellen, dass keine Gesellschaft der Gruppe für Kapitalmarktverbindlichkeiten (einschließlich hierfür

(B) it will procure, to the extent legally permissible, that no member of the Group will at any time create or permit to subsist any security interest *in*

abgegebener Garantien und Freistellungserklärungen) irgendwelche dinglichen Sicherheiten in Bezug auf ihr gesamtes gegenwärtiges oder zukünftiges Vermögen oder Teile ihres gegenwärtigen oder zukünftigen Vermögens gewährt oder bestehen lässt,

sofern nicht die Verpflichtungen der Emittentin aus den Schuldverschreibungen gleichrangig und anteilig an einer solchen dinglichen Sicherheit teilhaben, oder diesbezüglich eine dingliche Sicherheit zu im wesentlichen gleichen Bedingungen bestellt wird.

Um Zweifel hinsichtlich sogenannter *asset-backed financings* der Emittentin oder einer ihrer Tochtergesellschaften zu vermeiden, schließt der in diesem § 2(b) benutzte Begriff „Vermögen“ nicht solche Vermögensgegenstände der Emittentin oder Gesellschaft der Gruppe mit ein, die im Einklang mit den Gesetzen und in der Bundesrepublik Deutschland anerkannten Regeln der Bilanzierung und Buchführung oder den jeweils anwendbaren Gesetzen und anerkannten Regeln der Bilanzierung und Buchführung nicht in den Bilanzen der Emittentin oder einer Gesellschaft der Gruppe ausgewiesen werden müssen und darin auch nicht ausgewiesen werden.

Die Verpflichtung nach diesem Absatz (b) besteht jedoch nicht für solche Sicherheiten, (i) die gesetzlich vorgeschrieben sind, oder (ii) die als Voraussetzung für staatliche Genehmigungen verlangt werden, oder (iii) die von einer Gesellschaft der Gruppe an Forderungen bestellt werden, die ihr aufgrund der Wei-

rem upon all or any of its present or future assets as security for any Capital Market Indebtedness (including any guarantees and indemnities given in respect thereof),

unless at the same time or prior thereto, the Issuer's obligations under the Notes are secured equally and rateably therewith or benefit from a security interest *in rem* in substantially identical terms thereto.

For the avoidance of doubt in respect of asset-backed financings originated by the Issuer or any of its subsidiaries, the expression "assets" as used in this § 2(b) does not include assets of the Issuer or any member of the Group which, pursuant to the requirements of law and accounting principles generally accepted in the Federal Republic of Germany or such other applicable law and accepted accounting principles generally, as the case may be, need not, and are not, reflected in the Issuer's or in its subsidiaries' balance sheets.

The undertaking pursuant to this subsection (b) shall not apply to a security (i) which is mandatory according to applicable laws, or (ii) which is required as a prerequisite for governmental approvals, or (iii) which is provided by any member of the Group upon any claims of such member against any other member of

terleitung von aus dem Verkauf von Wandelschuldverschreibungen erzielten Erlösen gegen Gesellschaften der Gruppe oder sonstige Dritte gegenwärtig oder zukünftig zustehen, sofern solche Sicherheiten der Besicherung von Verpflichtungen aus den Wandelschuldverschreibungen dienen, oder (iv) die eine im Zeitpunkt einer zukünftigen Akquisition bestehende Kapitalmarktverbindlichkeit des erworbenen Unternehmens besichern, die infolge der zukünftigen Akquisition eine Verpflichtung der Emittentin oder einer Gesellschaft der Gruppe wird, sofern diese Kapitalmarktverbindlichkeit nicht im Hinblick auf diese zukünftige Akquisition begründet wurde, oder (v) die Erneuerung, Verlängerung oder Ersetzung irgendeiner Sicherheit gemäß vorstehend (i) bis (iv), oder (vi), die nicht unter den vorstehenden Absätzen (i) bis (v) genannt sind und Kapitalmarktverbindlichkeiten in einem Gesamtnennbetrag von maximal EUR 50.000.000 besichern

Eine nach diesem Absatz (b) zu leistende Sicherheit kann auch zu Gunsten der Person eines Treuhänders der Anleihegläubiger bestellt werden.

„Kapitalmarktverbindlichkeiten“

bezeichnet jede gegenwärtige oder zukünftige Verpflichtung zur Zahlung oder Rückzahlung von Geldern (einschließlich Verpflichtungen aus Garantien oder anderen Haftungsvereinbarungen für Verbindlichkeiten von Dritten) entweder aus Schuldscheindarlehen oder aus Anleihen, Schuldverschreibungen oder anderen ähnlichen Instrumenten, sofern sie an einer Börse oder an einem anderen Wertpapiermarkt notiert, zugelassen

the Group or any third party, which claims exist now or arise at any time in the future as a result of the passing on of the proceeds from the sale by the subsidiary of any convertible bonds, provided that any such security serves to secure obligations under such convertible bonds, or (iv) which secures a Capital Market Indebtedness of an acquired enterprise existing at the time of any future acquisition that becomes an obligation of the Issuer or any member of the Group as a consequence of such future acquisition, provided that such Capital Market Indebtedness was not created in contemplation of such future acquisition, or (v) the renewal, extension or replacement of any security pursuant to foregoing (i) through (iv), or (vi) which is not referred to under (i) through (v) above securing Capital Market Indebtedness in an aggregate amount not exceeding EUR 50,000,000.

Any security which is to be provided pursuant to this subsection (b) may also be provided to a person acting as trustee for the Holders.

“Capital Market Indebtedness”

means any present or future obligation for the payment or repayment of money (including obligations by reason of any guarantee or other liability agreement for obligations of third parties) that is borrowed either in the form of an assignable loan (*Schuldscheindarlehen*) or through the issuance of bonds, debentures, notes or other similar debt securities which are, or are capable of being, quoted, listed or traded on a stock

oder gehandelt werden oder notiert, zugelassen oder gehandelt werden können.

„**Gruppe**“ bezeichnet die Emittentin und ihre jeweiligen vollständig konsolidierten Tochtergesellschaften.

§ 3 Verzinsung

- (a) Die Schuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem 3. April 2014 (der „**Zinslaufbeginn**“) (einschließlich) mit [●] % jährlich verzinst. Die Zinsen sind jährlich nachträglich am 3. April jeden Jahres (jeweils ein „**Zinszahlungstag**“), beginnend mit dem 3. April 2015, zu zahlen.
- (b) Der Zinslauf der Schuldverschreibungen endet, soweit hierin nicht abweichend geregelt, am Ende des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht zurückzahlt, fallen vom Fälligkeitstermin (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) Zinsen zum gesetzlichen Verzugszinssatz an. Der gesetzliche Verzugszinssatz entspricht dem von der Deutschen Bundesbank jeweils veröffentlichten Basiszinssatz zuzüglich fünf Prozentpunkten, §§ 288 Abs. 1, 247 Abs. 1 BGB.
- (c) Sind Zinsen für einen Zeitraum zu berechnen, der kürzer als eine Zinsperiode ist, so werden die Zinsen auf der Grundlage der tatsächlichen Anzahl der Tage in dem jeweiligen Zeitraum ab dem ersten Tag des jeweiligen Zeitraums (einschließlich) bis zu dem letzten Tag des jeweiligen Zeitraums (ausschließlich) berechnet, geteilt durch die Anzahl der Tage in

exchange or other securities market.

“**Group**” means the Issuer and all of its fully consolidated subsidiaries from time to time.

§ 3 Interest

- (a) The Notes shall bear interest on their principal amount at a rate of [●] per cent per annum from and including 3 April 2014 (the “**Interest Commencement Date**”). Interest is payable annually in arrear on 3 April of each year (each an “**Interest Payment Date**”), commencing on 3 April 2015.
- (b) Subject as provided herein, a Note shall cease to bear interest from the end of the day preceding the due date for redemption. If the Issuer fails to redeem the Notes when due, interest shall continue to accrue from and including the due date until but excluding the date of the actual redemption of the Notes at the default rate of interest established by statutory law. The default rate of interest established by statutory law is five percentage points above the basis rate of interest published by Deutsche Bundesbank from time to time, §§ 288 paragraph 1, 247 paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch*).
- (c) Where interest is to be calculated in respect of a period which is shorter than an Interest Period, the interest will be calculated on the basis of the actual number of days elapsed in the relevant period, from and including the first date in the relevant period to but excluding the last date of the relevant period, divided by the actual number of days in the Interest Period

der Zinsperiode, in die der jeweilige Zeitraum fällt (einschließlich des ersten Tages der betroffenen Zinsperiode, aber ausschließlich des letzten Tages der betroffenen Zinsperiode).

„**Zinsperiode**“ bezeichnet den Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zu dem ersten Zinszahlungstag (ausschließlich) und danach ab dem jeweiligen Zinszahlungstag (einschließlich) bis zu dem nächstfolgenden Zinszahlungstag (ausschließlich).

§ 4 Fälligkeit und Rückzahlung

- (a) Die Schuldverschreibungen werden am 3. April 2021 (der „**Fälligkeitstag**“) zu ihrem Nennbetrag zuzüglich aufgelaufener Zinsen zurückgezahlt, soweit sie nicht vorher zurückgezahlt oder zurückgekauft und entwertet worden sind.
- (b) Wenn die Emittentin verpflichtet ist oder verpflichtet sein wird, Zusätzliche Beträge gemäß § 6(b) zu zahlen, und die Emittentin diese Verpflichtung nicht abwenden kann, indem sie zumutbare Maßnahmen ergreift, die sie nach Treu und Glauben für angemessen hält, dann ist die Emittentin berechtigt, die Schuldverschreibungen jederzeit (vollständig, jedoch nicht nur teilweise) durch Bekanntmachung an die Anleihegläubiger gemäß § 9 unter Einhaltung einer Frist von nicht weniger als 30 und nicht mehr als 60 Tagen zu kündigen. Im Falle einer solchen Kündigung hat die Emittentin die Schuldverschreibungen an dem in der Kündigungserklärung festgelegten Rückzahlungstermin zum Nennbetrag zuzüglich aufgelaufener Zinsen

in which the relevant period falls (including the first such day of the relevant Interest Period but excluding the last day of the relevant Interest Period).

“**Interest Period**” means the period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and thereafter from and including each relevant Interest Payment Date to but excluding the next following Interest Payment Date.

§ 4 Maturity and Redemption

- (a) The Notes will be redeemed at their principal amount together with accrued interest 3 April 2021 (the “**Redemption Date**”) to the extent they have not previously been redeemed or purchased and cancelled.
- (b) If the Issuer has or will become obliged to pay Additional Amounts pursuant to § 6(b), and that obligation cannot be avoided by the Issuer, taking reasonable measures it (acting in good faith) deems appropriate, the Issuer may, upon giving not less than 30 nor more than 60 days’ notice to the Holders in accordance with § 9, call the Notes (in whole but not in part) at any time. In the case such call notice is given, the Issuer shall redeem the Notes on the date fixed for redemption in the call notice at their principal amount together with accrued interest.

zurückzuzahlen.

Die Kündigungserklärung darf nicht früher als 90 Tage vor dem Tag erfolgen, an dem die Emittentin erstmals verpflichtet wäre, Zusätzliche Beträge gemäß § 6(b) zu zahlen.

Vor Abgabe einer solchen Kündigungserklärung wird die Emittentin der Hauptzahlstelle ein Gutachten eines angesehenen unabhängigen Rechtsberaters übergeben, aus dem hervorgeht, dass die Emittentin verpflichtet ist oder verpflichtet sein wird, die betreffenden Zusätzlichen Beträge als Folge der entsprechenden Rechtsänderung zu zahlen.

§ 5 Zahlungen

- (a) Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt, vorbehaltlich geltender steuerrechtlicher und sonstiger gesetzlicher Regelungen und Vorschriften, an das Clearingsystem oder dessen Order zur Gutschrift für die jeweiligen Kontoinhaber des Clearingsystems. Die Zahlung von Zinsen auf Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, erfolgt nur nach ordnungsgemäßem Nachweis gemäß § 1(b).

Die Zahlung an das Clearingsystem oder an dessen Order befreit die Emittentin in Höhe der geleisteten Zahlung von ihren entsprechenden Verbindlichkeiten aus den Schuldverschreibungen.

Eine Bezugnahme in diesen Anleihebedingungen auf Kapital oder Zinsen der Schuldverschreibungen schließt jegliche Zusätzlichen Beträge gemäß § 6(b) ein.

No such call notice may be given earlier than 90 days prior to the earliest date on which the Issuer would be for the first time obliged to pay the Additional Amounts pursuant to § 6(b).

Prior to giving any such call notice, the Issuer will deliver to the Principal Paying Agent an opinion of an independent legal advisor of recognised standing to the effect that the Issuer has been obliged or will become obliged to pay the Additional Amounts in question as a result of the relevant change in law.

§ 5 Payments

- (a) Payment of principal and interest on the Notes shall be made, subject to applicable fiscal and other laws and regulations, for on-payment to the Clearing System or to its order for credit to the accounts of the respective account holders in the Clearing System. Payment of interest on Notes represented by a Temporary Global Note shall be made only upon due certification as provided in § 1(b).

Payments to the Clearing System or to its order shall to the extent of amounts so paid constitute the discharge of the Issuer from its corresponding liabilities under the Notes.

Any reference in these Terms and Conditions of the Notes to principal or interest will be deemed to include any Additional Amounts pursuant to § 6(b).

- (b) Falls eine Zahlung auf Kapital oder Zinsen einer Schuldverschreibung an einem Tag zu leisten ist, der kein Geschäftstag ist, so erfolgt die Zahlung am nächstfolgenden Geschäftstag. In diesem Fall steht den betreffenden Anleihegläubigern weder ein Zahlungsanspruch noch ein Anspruch auf Zinszahlungen oder eine andere Entschädigung wegen dieser Verzögerung zu.

„**Geschäftstag**“ ist jeder Tag (außer einem Samstag oder Sonntag), an dem (a) das Trans-European Automated Real-time Gross-settlement Express Transfer System (TARGET 2) in Betrieb ist und (b) das Clearingsystem Zahlungen abwickelt.

§ 6 Besteuerung

- (a) Sämtliche Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen werden ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern, Abgaben, Festsetzungen oder behördlichen Gebühren jedweder Art („**Steuern**“) geleistet, die von oder in der Bundesrepublik Deutschland, oder einer ihrer Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, es sei denn, die Emittentin ist zu einem solchen Einbehalt oder Abzug gesetzlich verpflichtet.
- (b) In einem solchen Falle wird die Emittentin zusätzliche Beträge zahlen (die „**Zusätzlichen Beträge**“), so dass die Anleihegläubiger oder Dritte in deren Namen die Beträge erhalten, die sie ohne Einbehalt oder Abzug erhalten hätten. Die Emittentin hat derartige Zusätzliche Beträge jedoch nicht zu zahlen wegen Steuern,

- (b) If any payment of principal or interest or any other amount with respect to a Note is to be effected on a day which is not a Business Day, payment shall be effected on the next following Business Day. In this case, the relevant Holders shall neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.

“**Business Day**” means a day (other than a Saturday or Sunday) on which (a) the Trans-European Automated Real-time Gross-settlement Express Transfer System (TARGET 2) is operating and (b) the Clearing System settles payments.

§ 6 Taxation

- (a) All payments of principal and interest in respect of the Notes will be made free and clear of, and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**“) imposed, levied, collected, withheld or assessed by or in the Federal Republic of Germany, or any political subdivision or any authority of or in the Federal Republic of Germany that has power to tax, unless the Issuer is required by law to make such withholding or deduction.
- (b) In that event, the Issuer will pay such additional amounts (the “**Additional Amounts**“) as will result in receipt by the Holders or a third party on their behalf of the same amounts as they would have received if no such withholding or deduction had been required. However, the Issuer will not be required to pay any such Additional Amounts with respect to

- such Taxes,
- (i) die anders als durch Einbehalt oder Abzug durch die Emittentin von Zahlungen, die sie an den Anleihegläubiger leistet, zu entrichten sind; oder
 - (ii) denen ein Anleihegläubiger wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung zu der Bundesrepublik Deutschland unterliegt und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
 - (iii) deren Einbehalt oder Abzug auf eine Zahlung an eine natürliche Person erfolgt und zwar auf der Grundlage (x) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (y) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (z) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt; oder
 - (iv) deren Einbehalt oder Abzug ein Anleihegläubiger oder ein in dessen Namen handelnder Dritter rechtmäßig vermeiden könnte (ihn aber nicht vermieden hat), indem er die gesetzlichen Vorschriften be-
- (i) that are payable otherwise than by withholding or deduction by the Issuer from payments made by it to the Holder; or
 - (ii) to which a Holder is liable by reason of having, or having had, some personal or business relationship with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany; or
 - (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to (x) any European Union Directive or Regulation concerning the taxation of interest income, or (y) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (z) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
 - (iv) where a Holder or a third party on behalf of a Holder could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party acting on its behalf complies

achtet (insbesondere die einschlägigen Berichts- und Nachweispflichten bezüglich der Staatsangehörigkeit, des Wohnsitzes oder der Identität des Anleihegläubigers, einschließlich alle notwendigen Informationen zur Verfügung zu stellen, die es der Emittentin erlauben, die Zahlungen ohne Einbehalt nach dem U.S. „**Foreign Account Tax Compliance Act**“ zu machen) oder sicherstellt, dass jeder im Namen des Anleihegläubigers handelnde Dritte die gesetzlichen Vorschriften beachtet, oder indem er eine Nichtansässigkeitserklärung abgibt oder den Dritten veranlasst, eine solche Erklärung abzugeben oder einen anderen Steuerbefreiungsanspruch gegenüber den Steuerbehörden geltend macht; oder

- (v) aufgrund einer Rechtsänderung, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 9 wirksam wird.

§ 7 Kontrollwechsel

- (a) Wenn ein Rückzahlungsereignis (wie nachstehend definiert) eintritt, wird die Emittentin innerhalb von 21 Tagen nach Ablauf der in § 7(e)(i) genannten 90 Tage-Frist bzw. der in § 7(e)(ii) genannten 90 Tage-Frist das Rückzahlungsereignis und den Rückzahlungsstichtag unter Angabe

with any statutory requirements (in particular, the applicable information and reporting requirements concerning the nationality, residence or identity of the Holder, including providing any information necessary to permit the Issuer to make a payment free of withholding under the U.S. "**Foreign Account Tax Compliance Act**") or by making or procuring that any such third party makes a declaration of non-residence or other claim for exemption to any tax authority; or

- (v) by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § 9, whichever occurs later.

§ 7 Change of Control

- (a) If a Put Event (as defined below) occurs, the Issuer will give notice in accordance with § 9 of the Put Event and the Put Record Date specifying the nature of the Put Event within 21 days of the end of the 90 day period referred to in § 7(e)(i) or, as the case may be, the 90 day period referred to

der Umstände des Rückzahlungsereignisses gemäß § 9 bekanntmachen.

"**Rückzahlungsstichtag**" bezeichnet den von der Emittentin gemäß § 7(a) festgelegten Geschäftstag, der nicht weniger als 20 und nicht mehr als 30 Tage nach dem Tag der Bekanntmachung gemäß § 9 des Rückzahlungsereignisses liegen darf.

- (b) Falls die Emittentin gemäß § 7(a) ein Rückzahlungsereignis bekannt gemacht hat, ist jeder Anleihegläubiger nach seiner Wahl berechtigt, mit einer Frist von mindestens 7 Tagen mit Wirkung zum Rückzahlungsstichtag alle oder einzelne seiner Schuldverschreibungen, die noch nicht zurückgezahlt wurden, vorzeitig fällig zu stellen. In einem solchen Fall hat die Emittentin die betreffenden Schuldverschreibungen am Rückzahlungsstichtag zu ihrem Nennbetrag zuzüglich etwaiger bis zu dem Rückzahlungsstichtag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Eine Kündigung gemäß § 7(b) ist unwiderruflich und hat schriftlich gegenüber der Hauptzahlstelle, zusammen mit dem Nachweis durch eine Bescheinigung der Depotbank gemäß § 14(d)(i), dass der entsprechende Anleihegläubiger im Zeitpunkt der Kündigung Inhaber der betreffenden Schuldverschreibung ist, zu erfolgen.

- (c) Ein „**Rückzahlungsereignis**“ tritt ein, wenn
- (i) die Emittentin einen Kontrollwechsel (wie nachstehend definiert) bekannt macht; und

in § 7(e)(ii).

"**Put Record Date**" means the Business Day fixed by the Issuer pursuant to § 7(a) which will be not less than 20 nor more than 30 days after the notice of the Put Event and which is published in accordance with § 9.

- (b) If the Issuer gives notice in accordance with § 7(a) of a Put Event, each Holder may at his option on giving not less than 7 days' notice declare all or some only of his Notes not previously redeemed due which notice shall take effect on the Put Record Date. In such case the Issuer will redeem such Notes on the Put Record Date at the principal amount plus interest accrued to but excluding the Put Record Date.

A notice of termination pursuant to § 7(b) is irrevocable and must be effected by delivering a written notice to the Principal Paying Agent together with evidence by means of a certificate of the Custodian in accordance with § 14(d)(i) that such Holder at the time of such written notice is the holder of the relevant Notes.

- (c) A "**Put Event**" will occur if
- (i) the Issuer announces a Change of Control (as defined below); and

- (ii) ein Ratingereignis (wie nachstehend definiert) eintritt.
- (d) Ein „**Kontrollwechsel**“ liegt vor, wenn (i) eine Person oder Personen, die gemeinsam handeln, nach dem Tag der Begebung der Schuldverschreibungen Kontrolle über die Emittentin erwirbt bzw. erwerben oder (ii) die Emittentin sämtliche oder nahezu sämtliche ihrer Vermögenswerte an Dritte (außer einer Tochtergesellschaft) veräußert oder anderweitig abgibt.

Wenn ein Kontrollwechsel eintritt, wird die Emittentin sobald wie möglich, nachdem sie Kenntnis davon erhalten hat, den Kontrollwechsel und den Tag, an dem der Kontrollwechsel eingetreten ist (der „**Stichtag**“) gemäß § 9 bekannt machen.

„**Kontrolle**“ bezeichnet entweder (i) das direkte oder indirekte (im Sinne des § 22 WpHG) rechtliche oder wirtschaftliche Eigentum an Aktien, die zusammen mehr als 50 % der Stimmrechte der Emittentin gewähren oder (ii) im Falle eines freiwilligen oder obligatorischen Übernahmeangebotes für Aktien der Emittentin eine Situation, in der (x) Aktien, die sich bereits in der Kontrolle des Bieters und/oder von Personen, die mit dem Bieter zusammenwirken, befinden, und Aktien, für die bereits das Angebot angenommen wurde, zusammen mehr als 50 % der Stimmrechte der Emittentin gewähren und (y) das Angebot unbeding ist oder unbedingt geworden ist (wobei aufsichtsrechtliche, insbesondere kartellrechtliche Genehmigungen und sonstige Bedingungen, deren Erfüllung nach dem Ende der Annahmefrist nach § 16 Absatz 1

- (ii) a Rating Event (as defined below) occurs.
- (d) A "**Change of Control**" occurs if (i) any Person or Persons acting in concert acquire Control of the Issuer after the issue date of the Notes or (ii) the Issuer sells or otherwise transfers all or substantially all of its assets to any third party (except for any subsidiary).

If a Change of Control occurs, the Issuer will give notice in accordance with § 9 of the Change of Control and the date on which the Change of Control occurred (the "**Record Date**") as soon as practicable after becoming aware thereof.

"**Control**" means either (i) direct or indirect (within the meaning of § 22 of the WpHG) legal or beneficial ownership of shares carrying, in the aggregate, more than 50 per cent of the voting rights in the Issuer, or (ii) in the event of a tender offer for shares of the Issuer, whether mandatory or voluntary, a situation in which (x) shares already in control of the bidder and/or persons acting in concert with the bidder and shares in relation to which the tender offer has already been accepted, carry in aggregate more than 50 per cent of the voting rights in the Issuer and (y) the offer is or has become unconditional (other than for conditions relating to regulatory, in particular merger control, approvals and other conditions the satisfaction of which may remain pending following the end of the acceptance period pursuant to § 16(1) of the WpÜG).

WpÜG aussteht, unbeachtet bleiben).

Eine „**Person**“ bezeichnet jede natürliche Person, Gesellschaft, Vereinigung, Firma, Partnerschaft, Joint Venture, Unternehmung, Zusammenschluss, Organisation, Fonds, Staat oder staatliche Einheit, unabhängig davon, ob es sich um eine selbständige juristische Person handelt oder nicht.

„**WpHG**“ bezeichnet das Wertpapierhandelsgesetz in seiner jeweils gültigen Fassung.

„**WpÜG**“ bezeichnet das Wertpapiererwerbs- und Übernahmegesetz in seiner jeweils gültigen Fassung.

- (e) Ein „**Ratingereignis**“ tritt ein, wenn die Schuldverschreibungen am Stichtag über
- (i) kein Rating von einer Rating Agentur (wie nachstehend definiert) verfügen und keine Rating Agentur innerhalb von 90 Tagen nach dem Stichtag ein Investment Grade Rating für die Schuldverschreibungen vergibt; oder
 - (ii) ein (mit Zustimmung der Emittentin erteiltes) Rating verfügen und (x) die Schuldverschreibungen am 90. Tag nach dem Stichtag nicht über ein Investment Grade Rating (Baa3/BBB- oder gleichwertig oder besser) von sämtlichen Rating-Agenturen verfügen, die den Schuldverschreibungen am Stichtag ein Rating erteilt hatten, oder (y) den Schuldverschreibungen von einer Rating-Agentur, die den Schuldverschreibungen am

„**Person**“ means an individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state, in each case whether or not being a separate legal entity.

„**WpHG**“ means the German Securities Trading Act (*Wertpapierhandelsgesetz*) as amended from time to time.

„**WpÜG**“ means the German Take Over Act (*Wertpapiererwerbs- und Übernahmegesetz*) as amended from time to time.

- (e) A "**Rating Event**" occurs if, on the Record Date, the Notes have been assigned
- (i) no credit rating from any Rating Agency (as defined below) and no Rating Agency assigns within 90 days after the Record Date an investment grade credit rating to the Notes; or
 - (ii) (with consent of the Issuer) a credit rating and (x) the Notes are assigned no investment grade rating (Baa3/BBB-, or equivalent, or better) on the 90th day after the Record Date by all Rating Agencies which have assigned a credit rating to the notes on the Record Date, or (y) a Rating Agency withdraws its credit rating which has been assigned to the Notes on the Record Date and does not assign an investment grade rating (Baa3/BBB-, or equivalent, or

Stichtag ein Rating erteilt hatte, dieses Rating entzogen und nicht vor Ablauf von 90 Tagen nach dem Stichtag ein Investment Grade Rating (Baa3/BBB- oder gleichwertig oder besser) erteilt wurde.

„**Rating Agentur**“ bezeichnet jeweils Moody's Investors Services Limited („**Moody's**“) oder Standard & Poor's Rating Services, eine Abteilung von The McGraw-Hill Companies Inc. („**S&P**“), oder Fitch Ratings Ltd („**Fitch**“) oder eine jeweilige Nachfolgesellschaft.

Falls sich die von Moody's, S&P oder Fitch verwendeten Rating Kategorien gegenüber denen, die in § 7(e) angegeben wurde, ändern sollten, wird die Emittentin diejenigen Rating Kategorien von Moody's, S&P bzw. Fitch bestimmen, die den früheren Rating Kategorien von Moody's, S&P bzw. Fitch möglichst nahe kommen. § 7(e) ist dann entsprechend auszulegen.

§ 8 Kündigungsrechte der Anleihegläubiger

- (a) Die Anleihegläubiger sind berechtigt, ihre Schuldverschreibungen zur sofortigen Rückzahlung fällig zu stellen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich aufgelaufener Zinsen durch Abgabe einer schriftlichen Kündigungserklärung gegenüber der Emittentin und der Hauptzahlstelle zu verlangen, falls einer der folgenden Kündigungsgründe vorliegt (jeweils ein „**Kündigungsgrund**“):
- (i) die Emittentin zahlt Kapital oder Zinsen oder sonstige auf die Schuldverschreibungen zu zahlende Beträge nicht innerhalb von 15 Tagen nach dem

better) within 90 days after the Record Date.

"**Rating Agency**" means each of of Moody's Investors Services Limited ("**Moody's**") or Standard & Poor's Rating Services, a division of The McGraw-Hill Companies Inc. ("**S&P**") or Fitch Ratings Ltd ("**Fitch**"), or any of their respective successors.

If the rating designations employed by any of Moody's, S&P or Fitch are changed from those which are described in § 7(e) above, the Issuer shall determine the rating designations of Moody's or S&P or Fitch (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P or Fitch and § 7(e) shall be read accordingly.

§ 8 Events of Default

- (a) Holders shall be entitled to declare the Notes to be immediately due and repayable and to demand their immediate redemption at their principal amount together with accrued interest by giving written notice of default to the Issuer and the Principal Paying Agent, if any of the following events (each an "**Event of Default**") shall occur:
- (i) the Issuer fails to pay any interest or principal or any other amounts under the Notes when due and such failure continues for a period of 15

- | | | | |
|-------|--|-------|---|
| | betreffenden Fälligkeitsdatum;
oder | | days after the relevant due
date; or |
| (ii) | die Emittentin erfüllt eine oder mehrere ihrer sonstigen Verpflichtungen aus den Schuldverschreibungen nicht und dieser Zustand wird nicht innerhalb von 60 Tagen, nachdem die Hauptzahlstelle eine diesbezügliche Mitteilung durch den Anleihegläubiger in der in § 8(c) festgelegten Art erhalten hat, behoben; oder | (ii) | the Issuer does not perform or comply with any one or more of its other obligations under the Notes and such default is not remedied within 60 days after the Principal Paying Agent has received notice thereof from the Holder, such notice being substantially in the form as specified in § 8(c); or |
| (iii) | die Emittentin oder eine ihrer Wesentlichen Tochtergesellschaften erfüllt eine Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 30.000.000 aus einer Finanzverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für Finanzverbindlichkeiten Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Fall einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie, es sei denn, die Emittentin oder die betreffende Wesentliche Tochtergesellschaft bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) wird in Anspruch genommen; oder | (iii) | the Issuer or any of its Material Subsidiaries fails to fulfil any payment obligation in excess of EUR 30.000.000 or the equivalent thereof under any Financial Indebtedness or under any guarantees or suretyships given for any Financial Indebtedness of others within 30 days from its due date or, in the case of such guarantee or suretyship, within 30 days of such guarantee or suretyship being invoked, unless the Issuer or the relevant Material Subsidiary contests in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked or if a security granted therefor is enforced on behalf of or by the creditor(s) entitled thereto; or |
| (iv) | die Emittentin oder eine Wesentliche Tochtergesell- | (iv) | the Issuer or a Material Subsidiary suspends its |

- schaft stellt ihre Zahlungen allgemein ein oder gibt Zahlungsunfähigkeit bekannt; oder
- payments generally or announces its inability to meet its financial obligations; or
- (v) ein zuständiges Gericht eröffnet ein Insolvenzverfahren gegen die Emittentin oder eine Wesentliche Tochtergesellschaft und ein solches Verfahren ist nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden, oder die Emittentin beantragt die Einleitung eines solchen Verfahrens, oder ein auf Einleitung eines solchen Verfahrens gestellter Antrag wird von dem zuständigen Gericht mangels Masse abgelehnt, oder die Emittentin trifft eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger oder bietet diese an; oder
- (v) any competent court institutes insolvency proceedings against the Issuer or a Material Subsidiary and such proceedings have not been discharged or stayed within 60 days, or the Issuer or a Material Subsidiary applies for the institution of such proceedings or an application for the institution of such proceedings has been filed but rejected by the competent court for lack of assets, or if the Issuer or a Material Subsidiary offers or makes a general arrangement for the benefit of its creditors; or
- (vi) die Emittentin oder eine Wesentliche Tochtergesellschaft tritt in Liquidation (es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung, Reorganisation oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung, sofern die andere oder neue Gesellschaft oder gegebenenfalls die anderen neuen Gesellschaften im Wesentlichen alle Aktiva und Passiva der Emittentin bzw. der Wesentlichen Tochtergesellschaft übernimmt oder übernehmen).
- (vi) the Issuer or a Material Subsidiary goes into liquidation (except in connection with a merger or reorganization or other form of combination with another company or in connection with a reconstruction and such other or new company or, as the case may be, companies effectively assume substantially all of the assets and liabilities of the Issuer or the Material Subsidiary, as the case may be).
- (b) Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde. Vorbehaltlich anwendbaren zwingenden Rechts berechtigen andere Ereignisse
- (b) The right to declare Notes due shall lapse if the Event of Default has been cured before the right is validly exercised. No event or circumstance other than an event specified in

- nisse oder Umstände als die in § 8(a) genannten den Anleihegläubiger nicht dazu, seine Schuldverschreibungen vorzeitig zur Rückzahlung fällig zu stellen, es sei denn, dies ist ausdrücklich in diesen Anleihebedingungen bestimmt.
- (c) Eine Kündigungserklärung gemäß § 8(a) ist unwiderruflich und hat schriftlich gegenüber der Hauptzahlstelle, zusammen mit dem Nachweis durch eine Bescheinigung der Depotbank gemäß § 14(d)(i), dass der jeweilige Anleihegläubiger im Zeitpunkt der Kündigung Inhaber der betreffenden Schuldverschreibung ist, zu erfolgen.
- (d) In den Fällen gemäß § 8(a)(ii) und/oder (iii) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in den § 8(a)(i) oder (iv) bis (vi) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Hauptzahlstelle Kündigungserklärungen von Anleihegläubigern im Gesamtbetrag von mindestens einem Zehntel, gemessen am Gesamtnennbetrag der dann ausstehenden Schuldverschreibungen, eingegangen sind.
- (e) „**Wesentliche Tochtergesellschaft**“ im Sinne von § 8 bezeichnet jede direkte oder indirekte Tochtergesellschaft der Emittentin, deren Umsatz oder Anlagevermögen gemäß ihrem geprüften, nicht konsolidierten Jahresabschluss (bzw. wenn die betreffende Tochtergesellschaft selbst konsolidierte Jahresabschlüsse erstellt, deren konsolidierter Umsatz oder konsolidiertes Anlagevermögen gemäß deren geprüften, konsolidierten Jahresabschluss), der für die Zwecke des letzten geprüften konsolidierten Konzernabschlusses der Emittentin benutzt wurde, mindestens 10 % des
- § 8(a) shall entitle Holders to declare their Notes due and payable prior to their stated maturity, save as expressly provided for in these Terms and Conditions and subject to applicable mandatory law.
- (c) A notice of default pursuant to § 8(a) is irrevocable and must be effected by delivering a written notice to the Principal Paying Agent together with evidence by means of a certificate of the Custodian in accordance with § 14(d)(i) that such Holder at the time of such written notice is the holder of the relevant Notes.
- (d) In the events specified in § 8(a)(ii) and/or (iii) any Default Notice shall, unless at the time such notice is received, any of the events specified in § 8(a)(i) or (iv) through (vi) entitling Holders to declare their Notes due has occurred, become effective only when the Principal Paying Agent has received notices of default from Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.
- (e) "**Material Subsidiary**" within the meaning of § 8 means a (direct or indirect) subsidiary of the Issuer whose turnover or fixed assets as shown in the audited non-consolidated financial statements (or, where such subsidiary itself prepares consolidated financial statements, whose consolidated turnover or consolidated fixed assets as shown in the audited consolidated financial statements) of such subsidiary used for the purposes of the preparation of the Issuer's latest audited consolidated financial statements represents at least 10 per cent of the consolidated turnover or the

konsolidierten Konzernumsatzes oder ders konsolidierten Anlagevermögens betragen hat, wie aus dem geprüften, konsolidierten Konzernabschluss der Emittentin ersichtlich, wobei eine neu erworbene Tochtergesellschaft der Emittentin bis zum Ablauf von sechs Monaten ab Durchführung des Erwerbs nicht als Wesentliche Tochtergesellschaft gilt. Ein Bericht der Wirtschaftsprüfer der Emittentin darüber, ob ihrer Meinung nach eine Tochtergesellschaft zu einem bestimmten Zeitpunkt eine Wesentliche Tochtergesellschaft ist oder war bzw. nicht ist oder nicht war, ist, sofern nicht ein offensichtlicher Irrtum vorliegt, für alle Beteiligten endgültig und bindend.

- (f) „**Finanzverbindlichkeit**“ bezeichnet (i) jede Kapitalmarkverbindlichkeit (wie in § 2 definiert) und (ii) die valuierten Kapitalbeträge aller Gelder, die als Darlehen von Banken aufgenommen wurden.

§ 9 Bekanntmachungen

- (a) Alle Bekanntmachungen, die die Schuldverschreibungen betreffen werden im Bundesanzeiger und (solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse notiert sind und die Regularien dieser Börse dies verlangen) auf der Internet-Seite der Luxemburger Börse unter www.bourse.lu veröffentlicht. Für das Datum und die Rechtswirksamkeit sämtlicher Bekanntmachungen, außer wie in § 13(h) vorgesehen, ist die erste Veröffentlichung maßgeblich.
- (b) Die Emittentin ist berechtigt, alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Anleihegläubiger zu übermitteln, sofern die

consolidated fixed assets of the Group as shown in the Issuer's latest audited consolidated financial statements, provided that any newly acquired subsidiary of the Issuer shall in no event constitute a Material Subsidiary until expiry of a six-month period from the completion of the relevant acquisition. A certificate issued by the Issuer's auditors stating that a subsidiary is or is not or was or was not at a specified date a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties.

- (f) "**Financial Indebtedness**" means (i) any Capital Market Indebtedness (as defined in § 2) and (ii) the disbursed principal amount of all money borrowed from Banks.

§ 9 Notices

- (a) All notices regarding the Notes will be published in the Federal Gazette (*Bundesanzeiger*) and (so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require) on the website of the Luxembourg Stock Exchange on www.bourse.lu. Any notice, except as stipulated in § 13(h), will become effective for all purposes on the date of the first such publication.
- (b) The Issuer shall be entitled to deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders to the extent that the rules of the stock exchange

Regularien der Börse dies zulassen.

so permit.

§ 10 Weitere Emissionen und Rückkauf

- (a) Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (mit Ausnahme des Ausgabepreises und des Beginns des Zinslaufs) zu begeben in der Weise, dass sie mit den Schuldverschreibungen zusammengefasst werden, eine einheitliche Emission mit ihnen bilden und ihren Gesamtbetrag erhöhen. Der Begriff Schuldverschreibungen umfasst im Falle einer solchen Erhöhung auch solche zusätzlich begebenen Schuldverschreibungen.
- (b) Die Emittentin kann jederzeit im Markt oder auf andere Weise Schuldverschreibungen ankaufen und verkaufen.

§ 11 Zahlstellen

- (a) Die Deutsche Bank Aktiengesellschaft ist die Hauptzahlstelle (die „**Hauptzahlstelle**“ und gemeinsam mit etwaigen von der Emittentin nach § 11(b) bestellten zusätzlichen Zahlstellen, die „**Zahlstellen**“). Die Geschäftsräume der Hauptzahlstelle befinden sich unter der folgenden Adresse:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland

In keinem Fall dürfen sich die Geschäftsräume einer Zahlstelle innerhalb der Vereinigten Staaten von Amerika oder ihrer Besitzungen befinden.

§ 10 Further Issues and Purchase

- (a) The Issuer reserves the right from time to time without the consent of the Holders to issue additional Notes with identical terms or in all respects (except for the issue price and the interest commencement date), so that the same shall be consolidated, form a single issue with and increase the aggregate principal amount of these Notes. The term Notes shall, in the event of such increase, also comprise such additionally issued Notes.
- (b) The Issuer is entitled to purchase and resell Notes at any time in the market or otherwise.

§ 11 Paying Agents

- (a) Deutsche Bank Aktiengesellschaft will be the principal paying agent (the “**Principal Paying Agent**” and, together with and any additional paying agent appointed by the Issuer in accordance with § 11(b), the “**Paying Agents**”). The address of the specified office of the Principal Paying Agent is:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

In no event will the specified office of a Paying Agent be within the United States of America or its possessions.

- | | |
|---|---|
| <p>(b) Die Emittentin behält sich das Recht vor, jederzeit zusätzliche oder ersetzende Zahlstellen zu beauftragen oder eine solche Beauftragung zu beenden und zusätzliche oder Nachfolge-Zahlstellen zu ernennen. Die Emittentin wird jedoch sicherstellen, dass eine Zahlstelle in einem Mitgliedstaat der Europäischen Union unterhalten wird, die nicht dazu verpflichtet ist, Steuern aufgrund eines Gesetzes zur Umsetzung der Richtlinie 2003/48/EG (oder einer anderen Richtlinie, die diese inhaltlich ändert oder ersetzt) an der Quelle einzubehalten oder abzuziehen, sofern dies in irgendeinem Mitgliedstaat der Europäischen Union möglich ist. Den Anleihegläubigern werden Änderungen in Bezug auf die Zahlstellen oder ihre jeweils angegebenen Geschäftsstellen umgehend gemäß § 9 mitgeteilt.</p> | <p>(b) The Issuer reserves the right at any time to appoint additional or substitute Paying Agent(s) or terminate any such appointment and to appoint successor or additional Paying Agents, provided that the Issuer will ensure that it maintains a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax at source pursuant to any law implementing the Directive 2003/48/EC (or any other directive amending or replacing it), if this is at all feasible in any Member State of the European Union. Notice of any changes relating to the Paying Agents or to their specified offices will be given without undue delay to the Holders in accordance with § 9.</p> |
| <p>(c) Die Zahlstellen sind in ihrer jeweiligen Funktion ausschließlich Beauftragte der Emittentin. Zwischen den Zahlstellen einerseits und den Anleihegläubigern andererseits besteht kein Auftrags- oder Treuhandverhältnis.</p> | <p>(c) The Paying Agents acting in such capacity act only as agents of the Issuer. There is no agency or fiduciary relationship between the Paying Agents on the one side and the Holders on the other side.</p> |

§ 12 Vorlegungsfrist, Verjährung

Die Vorlegungsfrist gemäß § 801 Absatz 1 Satz 1 BGB für die Schuldverschreibungen wird auf zehn Jahre verkürzt. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 12 Presentation Period, Prescription

The presentation period provided for in § 801(1) sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Notes. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 13 Änderung der Anleihebedingungen durch Beschluss der Anleihegläubiger

- (a) Die Emittentin kann mit den Anleihegläubigern gemäß §§ 5 ff. des Gesetzes über Schuldverschreibun-

§ 13 Amendments to the Terms and Conditions by resolution of the Holders

- (a) The Issuer may agree with the Holders on amendments to the Terms and Conditions by virtue of a

gen aus Gesamtemissionen (Schuldverschreibungsgesetz – „**SchVG**“) in seiner jeweils geltenden Fassung Änderungen der Anleihebedingungen durch Mehrheitsbeschluss der Anleihegläubiger vereinbaren. Insbesondere können die Anleihegläubiger durch Beschluss mit der in § 13(b) genannten Mehrheit Änderungen zustimmen, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, einschließlich der in § 5 Abs. 3 SchVG genannten Maßnahmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger gleichermaßen verbindlich.

- (b) Vorbehaltlich der Bestimmungen des folgenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit können die Anleihegläubiger Beschlüsse mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte fassen. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, insbesondere in den Fällen des § 5 Abs. 3 Nr. 1 bis 9 SchVG, dürfen nur mit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine „**Qualifizierte Mehrheit**“) gefasst werden.
- (c) Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.
- (d) Falls Beschlüsse der Anleihegläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten.

majority resolution of the Holders pursuant to sections 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – „**SchVG**“*), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Holders as stated under § 13(b) below. A duly passed majority resolution shall be binding equally upon all Holders.

- (b) Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 paragraph 3 numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 per cent of the voting rights participating in the vote (a "**Qualified Majority**").
- (c) The Holders may pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with section 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and § 5 et seqq. of the SchVG.
- (d) If resolutions of the Holders shall be made by means of a meeting the convening notice (*Einberufung*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the

Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubigern mit der Bekanntmachung der Einberufung bekannt gemacht. Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 14(d)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

- (e) Falls Beschlüsse der Anleihegläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der

vote as well as the proposed resolutions shall be notified to the Holders together with the convening notice. Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Depository Bank in accordance with § 14(d)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Depository Bank stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

- (e) If resolutions of the Holders shall be made by means of a vote without a meeting the request for voting (*Aufforderung zur Stimmabgabe*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the request for voting. The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by

Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 14(d)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.

- (f) Wird für die Gläubigerversammlung gemäß § 13(d) oder die Abstimmung ohne Versammlung gemäß § 13(e) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Abs. 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Abs. 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 14(d)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angege-

means of a special confirmation of a Depository Bank in accordance with § 14(d)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Depository Bank stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.

- (f) If it is ascertained that no quorum exists for the meeting pursuant to § 13(d) or the vote without a meeting pursuant to § 13(e), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Depository Bank in accordance with § 14(d)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Depository Bank stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of

benen Ende der Versammlung (einschließlich) nicht übertragbar sind, nachweisen.

- (g) Die Anleihegläubiger können durch Mehrheitsbeschluss einen gemeinsamen Vertreter der Gläubiger (der „**Gemeinsame Vertreter**“) bestellen oder abberufen, und die Pflichten, Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung der Rechte der Anleihegläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters festlegen. Der Beschluss zur Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn der Gemeinsame Vertreter befugt ist, Änderungen des wesentlichen Inhalts der Anleihebedingungen gemäß § 13(b) zuzustimmen.
- (h) Bekanntmachungen betreffend diesen § 13 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

§ 14 Schlussbestimmungen

- (a) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Emittentin und die Rechte der Anleihegläubiger bestimmen sich in jeder Hinsicht nach dem Recht der Bundesrepublik Deutschland und werden in Übereinstimmung damit ausgelegt.
- (b) Erfüllungsort ist Frankfurt am Main.
- (c) Vorbehaltlich eines zwingenden Gerichtsstandes für besondere Rechtsstreitigkeiten im Zusammenhang mit dem SchVG, unterliegen jegliche aus oder im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder Verfahren der nichtausschließlichen Zuständigkeit

the meeting.

- (g) The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Holder's Representative**"), the duties and responsibilities and the powers of such Holder's Representative, the transfer of the rights of the Holders to the Holder's Representative and a limitation of liability of the Holder's Representative. Appointment of a Holder's Representative may only be passed by a Qualified Majority if such Holder's Representative is to be authorised to consent, in accordance with § 13(b) hereof, to a material change in the substance of the Terms and Conditions.
- (h) Any notices concerning this § 13 shall be made exclusively pursuant to the provisions of the SchVG.

§ 14 Final Clauses

- (a) The form and content of the Notes and the rights and obligations of the Issuer and the rights of the Holders shall in all respects be governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.
- (b) Place of performance is Frankfurt am Main.
- (c) Subject to any mandatory jurisdiction for specific proceedings under the SchVG, non-exclusive place of jurisdiction for all actions or proceedings arising from matters provided for in these Terms and Conditions shall be Frankfurt am Main.

der Gerichte in Frankfurt am Main.

- (d) Jeder Anleihegläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder in Rechtsstreitigkeiten, an denen der Anleihegläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen unter Vorlage der folgenden Dokumente geltend machen: (i) einer Bescheinigung seiner Depotbank, die (a) den vollen Namen und die volle Anschrift des Anleihegläubigers bezeichnet (b) den Gesamtnennbetrag von Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Wertpapierdepot dieses Anleihegläubigers gutgeschrieben sind und (c) bestätigt, dass die Depotbank an das Clearingsystem und die Hauptzahlstelle eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (a) und (b) enthält und Bestätigungsvermerke von dem Clearingsystem trägt; sowie (ii) einer von einem Vertretungsberechtigten des Clearing Systems beglaubigten Ablichtung der Globalurkunde, ohne das Erfordernis der Vorlage der eigentlichen die Schuldverschreibungen verkörpernden Globalurkunde.

„**Depotbank**“ bezeichnet ein Bank- oder sonstiges Finanzinstitut von international anerkanntem Ruf, das zum Betreiben des Wertpapierdepotgeschäfts berechtigt ist und bei dem der Anleihegläubiger Schuldverschreibungen in einem Wertpapierdepot verwahren lässt.

Jeder Anleihegläubiger kann, unbeschadet des Vorgenannten, seine Rechte aus den Schuldverschreibungen auf jede andere Weise schützen oder durchsetzen, die im

- (d) Any Holder may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of the following documents: (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given a written notice to the Clearing System and the Principal Paying Agent containing the information pursuant to (a) and (b) as well as confirmations by the Clearing System (ii) a copy of the Global Note certified as being a true copy by a duly authorised representative of the Clearing System, without the need for production in such proceedings of the Global Note representing the Notes.

“**Custodian**” means any bank or other financial institution of recognised international standing authorised to engage in the securities custody business with which the Holder maintains a securities account in respect of the Notes.

Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the relevant

Land des Rechtsstreits zulässig ist.

proceedings.

§ 15 Sprache

Die deutsche Version dieser Anleihebedingungen ist bindend. Die englische Übersetzung dient lediglich Informationszwecken.

§ 15 Language

The German text of these Terms and Conditions is binding. The English translation is for information purposes only.

TAXATION

The following is a general discussion of certain tax consequences under the tax laws of the Federal Republic of Germany, the Grand-Duchy of Luxembourg, The Netherlands and the Republic of Austria of the acquisition and ownership of Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. The following section only provides some very general information on the possible tax treatment of the Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of the Federal Republic of Germany, the Grand-Duchy of Luxembourg, The Netherlands and the Republic of Austria currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive effect.

PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSAL OF THE NOTES INCLUDING THE EFFECT OF ANY TAXES, UNDER THE TAX LAWS APPLICABLE IN THE FEDERAL REPUBLIC OF GERMANY, THE GRAND DUCHY OF LUXEMBOURG, THE NETHERLANDS AND THE REPUBLIC OF AUSTRIA AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

Federal Republic of Germany

Withholding Tax

For German tax residents (e.g. persons whose residence, habitual abode, statutory seat or place of management is located in Germany), interest payments on the Notes are subject to withholding tax, provided that the Notes are held in custody with a German custodian, who is required to deduct the withholding tax from such interest payments (the "**Disbursing Agent**"). Disbursing Agents are German resident credit institutions, financial services institutions (including German permanent establishments of foreign institutions), securities trading companies or securities trading banks. The applicable withholding tax rate is 25% (plus 5.5% solidarity surcharge thereon and, if applicable, church tax). Individuals subject to church tax may apply in writing for church tax to be levied by way of withholding. Absent such application, individuals subject to church tax have to include their investment income in their income tax return and will then be assessed to church tax. For German credit institutions, an electronic information system for church withholding tax purposes will apply in relation to investment income received after 31 December 2014, with the effect that church tax will be collected by the Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax.

The withholding tax regime should also apply to any gains from the disposition or redemption of Notes realised by private investors holding the Notes as private (and not as business) assets in custody with a Disbursing Agent. Subject to exceptions, the amount of capital gains on which the withholding tax charge is applied is generally levied on the difference between the proceeds received upon the disposition or redemption of the Notes and (after the deduction of actual expenses directly related thereto) the acquisition costs. Where custody has changed since the acquisition and the acquisition data is not proved to the Disbursing Agent in the form required by law, the tax at a rate of 25% (plus 5.5% solidarity

surcharge and, if applicable, church tax) will be imposed on an amount equal to 30% of the proceeds from the sale or redemption of the Notes.

Accrued interest (*Stückzinsen*) received by the investor upon disposal of the Notes between two interest payment dates is considered as part of the sales proceeds thus increasing a capital gain or reducing a capital loss from the Notes. Accrued interest paid by the investor upon an acquisition of the Notes after the issue date qualifies as negative investment income either to be deducted from positive investment income generated in the same assessment period or to be carried forward to future assessment periods.

According to the German tax authorities, losses resulting from a sale where the sales proceeds do not exceed the transaction costs are treated as non-deductible for German taxation purposes. Similarly, losses resulting from a bad debt loss (*Forderungsausfall*) in the case of an Issuer default or from a waiver of a receivable (*Forderungsverzicht*) in relation to the Notes, to the extent the waiver does not qualify as a hidden contribution, are not treated as tax-deductible.

German withholding tax should generally not be levied if the investor filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, but only to the extent the annual aggregate investment income does not exceed the maximum lump sum deduction amount (*Sparer-Pauschbetrag*) shown on the withholding tax exemption certificate. Currently, the maximum lump sum deduction amount (*Sparer-Pauschbetrag*) is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife) for all investment income received in a given calendar year. Similarly, no withholding tax should be levied if the investor has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the competent local tax office.

German resident corporate and other German resident business investors should in essence not be subject to the withholding tax on gains from the disposition, sale or redemption of the Notes (i.e. for these investors only interest payments, but not gains from the sale or redemption of the Notes are subject to the withholding tax regime).

The Issuer does not assume any responsibility for the deduction of German withholding tax at the source (including solidarity surcharge and, where applicable, church tax thereon).

Private Investors

For German tax resident private investors the withholding tax is – without prejudice to certain exceptions – definitive under a special flat tax regime (*Abgeltungsteuer*). Under the flat tax regime, expenses actually incurred in connection with the investment into the Notes are not tax-deductible. Private investors can apply to have their income from the investment into the Notes assessed in accordance with the general rules on determining an individual's tax bracket if this results in a lower tax burden. Pursuant to the current view of the German tax authorities (which has recently been rejected by a fiscal court in a non-binding ruling appealed to the German Federal Fiscal Court (*Bundesfinanzhof*)), in this case expenses actually incurred can also not be deducted from the investment income, except for the aforementioned lump sum deduction. An assessment is mandatory for income from the investment into the Notes where the Notes are held in custody outside of Germany. Losses resulting from the sale or redemption of the Notes can only be off-set against other investment income. In the event that, absent sufficient positive investment income, a set-off is not possible in the assessment period in which the losses have been realised, such losses can be carried

forward in order to be offset against any positive investment income generated in future assessment periods.

Business Investors

Interest payments and capital gains from the disposition or redemption of the Notes held as business assets by German tax resident business investors are generally subject to German income tax or corporate income tax (plus 5.5% solidarity surcharge thereon and, if applicable in the case of an individual holding the Notes as business assets, church tax). Any withholding tax deducted from interest payments is – as a general rule and subject to certain requirements – creditable against the German (corporate) income tax liability, or, to the extent exceeding the (corporate) income tax liability, refundable. The interest payments and capital gains are also subject to trade tax, if the Notes are attributable to a trade or business.

Foreign Tax Residents

Investors not resident in Germany should, in essence, not be taxable in Germany with the proceeds from the investment in the Notes, and no German withholding tax should be withheld from such income, even if the Notes are held in custody with a German credit (or comparable) institution. Exceptions apply, e.g., where the Notes are held as business assets in a German permanent establishment of the investor. However, a non-resident investor may be subject to tax with any income derived from the Notes in the jurisdiction where such investor is tax resident.

Substitution of the Issuer

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the Substitute Debtor and subject to similar taxation rules like the Notes. In particular, such a substitution might result in the recognition of a taxable gain or loss for any Holder.

Other taxes

At present, the purchase, sale or other disposal of Notes does not give rise to capital transfer tax, value added tax, stamp duties or similar taxes or charges in Germany. However, under certain circumstances entrepreneurs may opt for a liability to value added tax with regard to the sales of Notes which would otherwise be tax exempt. Net wealth tax (*Vermögensteuer*) is, at present, not levied in Germany.

Grand Duchy of Luxembourg

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It specifically contains information on taxes on the income from the Notes withheld at source and provides an indication as to whether the Issuer assumes responsibility for the withholding of taxes at the source. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of the Notes should consult their own tax advisors with respect to particular circumstances, the effect of state, local or foreign laws to which they may be subject and as to their tax position. This summary is based upon the law as in effect on the date of this Prospectus. The information contained within this section is limited to withholding taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Withholding Tax

Resident Holders

Under the Luxembourg law dated December 23, 2005 (hereafter, the "**Law**"), a 10% Luxembourg withholding tax is levied as of January 1, 2006 on interest payments or similar income payments (accrued since July 1, 2005) made by Luxembourg paying agents to (or for the benefit of) Luxembourg individual residents. This withholding tax also applies on accrued interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth.

Further, pursuant to the Law as amended by the law of July 17, 2008, Luxembourg resident individuals who are the beneficial owners of interest payments and other similar income made by a paying agent established outside Luxembourg in a Member State of the European Union or of the European Economic Area or in a jurisdiction having concluded an agreement with Luxembourg in connection with the EU Savings Directive as defined hereinafter, may also opt for a final 10% levy. In such case, the 10% levy is calculated on the same amounts as for the payments made by Luxembourg resident paying agents. The option for the 10% levy must cover all interest payments made by the paying agent to the Luxembourg resident beneficial owner during the entire civil year.

Non-resident Holders

Under the Luxembourg tax law currently in effect and subject to the application of the Luxembourg laws dated June 21, 2005 (the "**Laws**") implementing the European Council Directive 2003/48/EC on the taxation of savings income (the "**EU Savings Directive**") and several agreements concluded between Luxembourg and certain dependant territories of the European Union, there is no withholding tax on payments of interest (including accrued but unpaid interest) made to a Luxembourg non-resident Holder. There is also no Luxembourg withholding tax, upon repayment of the principal, or subject to the application of the Laws, upon redemption or exchange of the Notes. Under the Laws, a Luxembourg based paying agent (within the meaning of the EU Savings Directive) is required since July 1, 2005, to withhold tax on interest and other similar income (including reimbursement premium received at maturity) paid by it to (or under certain circumstances, to the benefit of) an individual or a residual entity ("**Residual Entity**") in the sense of article 4.2. of the EU Savings Directive (*i.e.* an entity without legal personality, except for (1) a Finnish *avoin yhtiö* and *kommandiittiyhtiö / öppet bolag* and *kommanditbolag* and (2) a Swedish *handelsbolag* and *kommanditbolag*, and whose profits are not taxed under the general arrangements for the business taxation and that is not, or has not opted to be considered as, a UCITS recognised in accordance with Council Directive 2009/65/EC), resident or established in another Member State of the European Union unless the beneficiary of the interest payments elects for an exchange of information. The same regime applies to payments to individuals or Residual Entities resident in any of the following territories: Aruba, British Virgin Islands, Curaçao, Guernsey, the Isle of Man, Jersey, Montserrat and Sint Maarten.

The withholding tax is currently 35%. In each case described above, responsibility for the withholding tax will be assumed by the Luxembourg paying agent.

The Netherlands

For the purposes of this section, the "Netherlands" shall mean that part of the Kingdom of the Netherlands that is in Europe.

Withholding tax

All payments made by the Issuer under the Notes may be made free of withholding or deduction of, for, or on account of, any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Republic of Austria

The following summary does not purport to be a comprehensive description of all Austrian tax considerations that may be relevant for the decision to acquire, to hold, and to dispose of the Securities and does not constitute legal or tax advice. The summary is based on Austrian tax law and practice and official interpretation currently in effect, all of which are subject to change. Future legislative, judicial or administrative changes could modify the tax treatment described below and could affect the tax consequences for investors. The discussion of certain Austrian taxes set forth below is included for information purposes only.

This overview of Austrian tax issues is based on the assumption that the Notes are legally and actually publicly offered in the form of securities and do not qualify as equity or units in a non-Austrian investment fund for Austrian tax purposes. The tax consequences may substantially differ if the Notes are not legally and factually publicly offered in the form of securities or if the Notes are qualified as equity instruments or (in particular if issued by a non-Austrian entity) units in a non-Austrian investment fund within the meaning of § 188 of the Austrian Investment Fund Act (*Investmentfondsgesetz, InvFG*).

Tax Residents

Income from the Notes derived by individuals, whose domicile or habitual abode is in Austria, is subject to Austrian income tax pursuant to the provisions of the Austrian Income Tax Act (*Einkommensteuergesetz; EStG*). Interest income from the Notes as well as income from realised capital gains (*Einkünfte aus realisierten Wertsteigerungen*) from the Notes are subject to a special income tax rate of 25%. A realised capital gain means any income derived from the sale or redemption of the Notes. The tax base is, in general, the interest paid or, with respect to capital gains, the difference between the sale proceeds or the redemption amount, in each case including accrued interest, and the acquisition costs including accrued interest. For Notes held as private assets, the acquisition costs shall not include incidental acquisition costs. For the calculation of the acquisition costs of Notes held within the same securities account and having the same securities identification number but which are acquired at different points in time, an average price shall apply. Expenses which are directly connected with income subject to the special tax rate of 25% are not deductible.

If interest is paid by an Austrian paying agent (*auszahlende Stelle*; e.g. an Austrian bank or an Austrian branch of foreign bank), such interest income is subject to Austrian withholding tax (*Kapitalertragsteuer*) at a rate of 25% to be withheld by the paying agent. The income tax for interest income generally constitutes a final taxation (*Endbesteuerung*) for individuals, irrespective whether the Notes are held as private assets or as business assets. In case of income from realised capital gains, withholding tax at a rate of 25% is to be withheld if the Notes are either deposited with an Austrian securities depository (*depotführende Stelle*) or, if

the Notes are deposited with a non-Austrian securities depository, if the non-Austrian securities depository is a branch or group company of an Austrian paying agent and if such paying agent processes the payment, pays out or settles the capital gain in cooperation with the non-Austrian securities depository. In case of realised capital gains, the 25% withholding tax deduction will result in final income taxation only for individuals holding the Notes as private assets provided that the investor has evidenced the factual acquisition costs of the Notes to the securities depository. Capital gains realised as business income or employment income need to be included in the income tax return and are subject to an income tax rate of 25%.

If interest income or income from realised capital gains are not subject to Austrian withholding tax (e.g. because there is no Austrian securities depository or paying agent), the taxpayer will have to include the interest income or income from realised capital gains derived from the Notes in his personal income tax return pursuant to the provisions of the Austrian Income Tax Act, unless a Swiss or Liechtenstein paying agent has withheld final withholding tax under the respective Swiss or Liechtenstein withholding tax acts implementing the bilateral withholding tax agreements with Switzerland (in force since 1 January 2013) and Liechtenstein (in force since 1 January 2014) which final withholding tax discharges the investor's Austrian income tax liability.

Income from Notes which are not legally or actually publicly offered within the meaning of the Austrian Income Tax Act would not be subject to withholding tax and final taxation but subject to normal progressive personal income tax rates of up to 50%.

Withdrawals (*Entnahmen*) and other transfers of Notes from the securities account will be treated as disposals (sales), unless specified exemptions pursuant to § 27(6)(1)(a) EStG will be fulfilled such as the transfer of the Notes to a securities account owned by the same taxpayer (i) with the same Austrian securities depository (bank), (ii) with another Austrian bank if the account holder has instructed the transferring bank to disclose the acquisition costs to the receiving bank or (iii) with a non-Austrian bank, if the account holder has instructed the transferring bank to transmit the pertaining information to the competent tax office or has, in the case of transfers from a foreign account, himself notified the competent Austrian tax office within a month; or like the transfer without consideration to a securities account held by another taxpayer, if the fact that the transfer has been made without consideration has been evidenced to the bank or the bank has been instructed to inform the Austrian tax office thereof or if the taxpayer has himself notified the competent Austrian tax office within a month. Special rules apply if a taxpayer transfers his/her residence outside of Austria or Austria loses for other reasons its taxation right in respect of the Notes to other countries (which gives rise to a deemed capital gain and exit taxation with the option for deferred taxation in the case of a transfer to an EU member state or certain member states of the European Economic Area).

Losses from Notes held as private assets may only be set off with other investment income subject to the special 25% tax rate (excluding, inter alia, interest income from bank deposits and other claims against banks) and must not be set off with any other income. Pursuant to § 93(6) EStG, Austrian securities depositories have to apply a mandatory set-off of losses from securities accounts of the same taxpayer at the same securities depository (subject to certain exemptions). A carry-forward of such losses is not permitted.

Taxpayers, whose regular personal income tax is lower than 25% may opt for taxation of the income derived from the Notes at the regular personal income tax rate. Any tax withheld

will then be credited against the income tax. Such application for opting into taxation at the regular personal income tax rate must, however, include all income subject to the special 25% tax rate. Expenses in direct economic connection with such income are also not deductible if the option for taxation at the regular personal income tax rate is exercised.

If Notes are held as business assets, acquisition cost may also include incidental acquisition costs. Interest and realised capital gains derived from the Notes are also subject to the special income tax rate of 25% deducted by way of the withholding tax. However, realised capital gains, contrary to interest income, are not subject to final taxation and have to be included in the tax return. Write-downs and losses derived from the sale or redemption of Notes held as business assets must primarily be set off against positive income from realised capital gains of financial instruments of the same business and only half of the remaining loss may be set off or carried forward against any other income.

A corporation subject to unlimited corporate income tax liability in Austria will be subject to Austrian corporate income tax at a rate of 25%. Any Austrian withholding tax levied is credited as prepayment against the Austrian corporate income tax amount. A corporation may file an exemption declaration pursuant to § 94(5) EStG in order to avoid that Austrian withholding tax is levied. Tax losses may generally be offset against all other income. Tax loss carry forwards are generally possible.

Non-residents

Income including capital gains derived from the Notes by individuals who do not have a domicile or their habitual abode in Austria ("**non-residents**") is currently not taxable in Austria provided that the income is not attributable to an Austrian permanent establishment and provided that the EU Savings Directive is not applicable (for withholding tax under the EU Savings Directive see below). An Austrian paying agent or securities depository may abstain from levying 25% withholding tax under § 94(13) EStG. Draft legislation would, if enacted, extend the limited Austrian tax liability to interest within the meaning of the Austrian EU-Source Tax Act (*EU-Quellensteuergesetz, EU-QuStG*) received by a recipient not covered by EC Council Directive 2003/48/EC ("**EU Savings Directive**") as of 1 January 2015. It is a prerequisite that the obligation to levy 25% Austrian withholding tax is triggered. This is especially the case if interest is paid by an Austrian resident paying agent. Interest payable by debtors having neither their domicile nor place of management nor seat in Austria nor an Austrian branch (relevant only if the non-Austrian debtor is a non-Austrian credit institution) as well as interest on claims entered into a public debt registry are exempt from limited Austrian tax liability and from withholding tax, even if the interest is paid by an Austrian paying agent.

If any Austrian withholding tax is deducted by the securities depository or paying agent, the tax withheld shall be refunded to the non-resident holder upon his application which has to be filed with the competent Austrian tax authority within five calendar years following the date of the imposition of the withholding tax. Where non-residents receive income from the Notes as part of business income taxable in Austria (e.g. permanent establishment), they will, in general, be subject to the same tax treatment as resident investors.

Other taxes

There should be no transfer tax, registration tax or similar tax payable in Austria by Holders as a consequence of the acquisition, ownership, disposition or redemption of the Notes. The Austrian inheritance and gift tax (*Erbschafts- und Schenkungssteuer*) was

abolished with effect as of August 1, 2008. However, gifts from or to Austrian residents have to be notified to the tax authorities within a three-month notification period. There are certain exemptions from such notification obligation, e.g. for gifts among relatives that do not exceed an aggregate amount of EUR 50,000 per year or gifts among unrelated persons that do not exceed an aggregate amount of EUR 15,000 within five years.

Austrian implementation of the EU Savings Directive

Under the Austrian EU-Source Tax Act implementing the **EU Savings Directive**, interest paid by an Austrian paying agent to an individual beneficial owner resident in another EU member state is subject to EU source tax at a rate of 35 per cent Interest within the meaning of the EU-QuStG are, among others, interest paid or credited to an account, relating to debt claims of every kind, whether or not secured by mortgage and whether or not carrying a right to participate in the debtor's profits, and, in particular, income from government securities and income from bonds or debentures, including premiums and prizes attaching to such securities, bonds or debentures.

An exemption from EU source taxation applies, among others, if the beneficial owner of the interest forwards to the Austrian paying agent documentation issued by the tax office where the tax payer is resident, stating (a) the beneficial owner's name, address and tax identification number (in the absence of a tax identification number the beneficial owner's date and place of birth), (b) the paying agent's name and address (c) the beneficial owner's address and account number or the security identification number. Further, EU source tax is not triggered if interest within the meaning of the EU-QuStG is paid to an institution within the meaning of § 4(2) EU-QuStG resident in another EU Member State and this institution agrees upon written request of the Austrian paying agent to enter into a simplified information exchange procedure with the Austrian paying agent. Special rules apply to securities the value of which depends directly on the value of a reference underlying. Distinction must be made between securities providing for capital protection to the investor (guaranteed interest is sufficient to constitute a capital protection within the present context) or not (see Information of the Austrian Federal Ministry of Finance dated 1 August 2005 for details).

EU Savings Directive

Under the EU Council Directive 2003/48/EC dated June 3, 2003, on the taxation of savings income in the form of interest payments, each EU Member State must require paying agents (within the meaning of such directive) established within its territory to provide to the competent authority of the state details of the payment of interest made to any individual resident in another EU Member State as the beneficial owner of the interest. The competent authority of the EU Member State of the paying agent is then required to communicate this information to the competent authority of the EU Member State of which the beneficial owner of the interest is a resident.

For a transitional period, Austria and Luxembourg may instead operate a withholding system in relation to such payments (unless they elect otherwise during that period). Belgium elected to abandon the transitional withholding system and to provide information in accordance with the EU Savings Directive as of January 1, 2010. Luxembourg has announced to abandon the transitional withholding system as of 2015.

Conforming with the prerequisites for the application of the EU Savings Directive, a number of non-EU countries and territories, including Switzerland, agreed to apply measures equivalent to those contained in such directive (in particular, a withholding system).

On 14 May 2013 the EU Council gave a mandate to the EU Commission to negotiate equivalent measures to those contained in the proposal of an updated EU Savings Directive with Switzerland, Liechtenstein, Monaco, Andorra and San Marino. The aim is to ensure that the five countries continue to apply measures that are equivalent to the EU Savings Directive, which is being updated.

The proposed Financial Transaction Tax

The European Commission has published a proposal for a Directive for a common financial transaction tax (the “FTT”) in certain participating Member States. The proposed FTT has very broad scope and could apply to certain dealings in financial instruments (including secondary market transactions).

The FTT could apply to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in financial instruments where at least one party is a financial institution, and either (i) at least one party is established or deemed to be established in a participating Member State or (ii) the financial instruments are issued in a participating Member State.

The proposed Directive remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear.

SUBSCRIPTION, SALE AND OFFER OF THE NOTES

General

Each of Deutsche Bank AG, London Branch and HSBC Bank plc (each a "**Joint Lead Manager**") and together the "**Joint Lead Managers**") and Commerzbank Aktiengesellschaft, Landesbank Baden-Württemberg and UniCredit Bank AG (each a "**Co-Manager**" and together the "**Co-Managers**" and together with the Joint Lead Managers the "**Managers**") will, pursuant to a subscription agreement to be signed on or about 1 April 2014 (the "**Subscription Agreement**"), agree, subject to certain closing conditions, to subscribe, on a firm commitment basis, or procure subscribers for the Notes to be issued by the Issuer. The Joint Lead Managers and the Co-Managers will be entitled, under certain circumstances, to terminate the agreement reached with the Issuer. In such event, no Notes will be delivered to investors. Furthermore, the Issuer will agree to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

The fees payable to the Managers in connection with the offering, placement and subscription of the Notes will be up to 0.40 per cent of the aggregate principal amount of the Notes.

The Managers and their affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer and its affiliates, for which the Managers and their affiliates have received or will receive customary fees and commissions.

There are no interests of natural and legal persons other than the Issuer and Managers involved in the issue, including conflicting ones that are material to the issue.

Offer of the Notes

Public offer, offer period and determination of pricing details

The Notes will be offered to institutional investors and retail investors in compliance with applicable public offer restrictions by the Managers during an offer period which will commence on 24 March 2014 and will be open until and including 3 April 2014 subject to a shortening or extension agreed by the Issuer and the Joint Lead Managers. Should the Issuer and the Joint Lead Managers determine any shortening or extension of the offer period (e.g. due to changing market conditions), such changes will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The Notes may be offered to the public in each of Germany, Luxembourg, Austria and The Netherlands following the effectiveness of the notification of the Prospectus by the CSSF according to Article 18 of the Prospectus Directive.

The aggregate principal amount of Notes to be issued will be determined on the basis of the number and volume of orders received which offer a yield acceptable to the Issuer. The Issue Price and the interest rate will be determined as described in "Method of determination of the pricing details" below on the pricing date which is expected to be on or about 27 March 2014 (the "**Pricing Date**"). Such information as well as the aggregate principal amount, the issue proceeds and the yield relating to the Notes will be set out in a notice (the "**Pricing Notice**") which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or after the Pricing Date and prior to the Issue Date. Any sale of the Notes on the secondary market will be subject to market conditions.

Conditions of the offer

There are no conditions to which the offer is subject.

Subscription rights for the Notes will not be issued. Therefore, there are no procedures in place for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.

Technical details of the offer

During the offer period of the Notes investors may submit offers to purchase Notes to the Managers and using the information system Bloomberg or any other commonly used information systems. In the case of an order prior to the determination of the pricing details, the investors shall specify at which price they would be prepared to purchase which amount of Notes. Following determination and notification of the pricing details the Managers will offer the Notes upon request in Germany, Luxembourg, Austria and The Netherlands.

Method of determination of the pricing details

The Issue Price and the interest rate will be determined on the Pricing Date on the basis of a yield which is determined by adding a credit spread (the "**Pricing Credit Spread**") to the level of the Midswaps (as defined below) at the time of pricing. The Pricing Credit Spread will be fixed on the basis of the orders received and confirmed by the Managers. The level of the Midswaps will be determined as the average yield of the bid and ask prices of Interest-Swap Transactions ("**Midswaps**") with a maturity similar to the maturity of the Notes shown on Reuters page ICAPEURO and/or Bloomberg page ICAE1 or on any other screen page which is conventionally used to price Eurobond transactions at the time of pricing.

The resulting yield will be used to determine the Issue Price (which is expected to be less than par) and the rate of interest (which is expected to be a percentage figure which can be evenly divided by 1/8 of a full per cent and which will be correspondingly higher if a higher Issue Price is determined and which will be correspondingly lower if a lower Issue Price is determined), all to correspond to the yield which reflects the level of the Midswaps and the Pricing Credit Spread.

Confirmation of offers placed by, and allotments to, investors

Each investor who has submitted an order in relation to the Notes and whose order is accepted by the Managers will receive a confirmation by electronic mail, fax or through commonly used information systems setting out its respective allotment of Notes. Before an investor receives a confirmation from the Managers that its offer to purchase Notes has been accepted, the investor may reduce or withdraw its purchase order.

Delivery of the Notes to investors

Following the determination of the pricing details and confirmation which orders have been accepted and which amounts have been allotted to particular investors, delivery and payment of the Notes will generally be made within five business days after the date of pricing of the Notes and the confirmation of the allotment to investors. The Notes so purchased will be delivered via book-entry through the Clearing Systems (see "*GENERAL INFORMATION – Clearing and Settlement*") and their depository banks against payment of the Issue Price.

Costs and expenses relating to the offer

The Issuer will not charge any costs, expenses or taxes directly to any investor. Investors must, however, inform themselves about any costs, expenses or taxes in connection with the Notes which are generally applicable in their respective country of residence, including any charges their own depository banks charge them for purchasing or holding securities.

Consent to the use of the Prospectus

Each Manager and each further financial intermediary subsequently reselling or finally placing the Notes is entitled to use the Prospectus in Luxembourg, Germany, Austria and The Netherlands for the subsequent resale or final placement of the Notes during the period from and including 24 March 2014 to and including 7 April 2014 during which subsequent resale or final placement of the Notes can be made, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010) (the "**Luxembourg Prospectus Law**"). The Issuer accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the Notes.

The Prospectus may only be delivered to potential investors together with all supplements in accordance with Article 13 of the Luxembourg Prospectus Law published before such delivery. Any supplement to the Prospectus in accordance with Article 13 of the Luxembourg Prospectus Law will be available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).

When using the Prospectus, each relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a further financial intermediary, the further financial intermediary shall provide information to investors on the Terms and Conditions at the time of that offer.

Any further financial intermediary using the Prospectus shall state on its website that it uses the Prospectus in accordance with the consent of the Issuer and the conditions attached to this consent.

Selling Restrictions

General

Each Manager has acknowledged that other than explicitly mentioned in this Prospectus no action is taken or will be taken by the Issuer in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of any offering material relating to them, in any jurisdiction where action for that purpose is required.

Each Manager has represented and agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes any offering material relating to them.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Manager has represented, warranted and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are subject to the offering contemplated by this Prospectus to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Notes which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, published in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive, provided that the Issuer has consented in writing to the use of the Prospectus for any such offers, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State at anytime:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Managers; or
- (c) in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive;

provided that no such offer of the Notes shall require the Issuer or Managers to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement this Prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing

measure in the Relevant Member State, and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United States and its Territories

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Manager represents that it has not offered or sold, and agrees that it will not offer or sell, any Notes constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, neither it, its affiliates, nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, each Manager has represented, warranted and agreed that, except to the extent permitted under U.S. Treasury Regulations section 1.163-5(c)(2)(i)(D) (the "**D Rules**"):

- (a) it has not offered or sold Notes, and during the restricted period shall not offer or sell Notes, directly or indirectly to a United States person or to a person who is within the United States or its possessions, and it has not delivered and shall not deliver within the United States or its possessions Notes that are sold during the restricted period;
- (b) it has and throughout the restricted period it shall have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that the Notes may not be offered or sold during the restricted period to a United States person or to a person who is within the United States or its possessions, except as permitted by the D Rules;
- (c) if it is a United States person, it is acquiring the Notes for purposes of resale in connection with their original issuance and not for the purpose of resale directly or indirectly to a United States person or a person within the United States or its possessions and it shall acquire or retain Notes for its own account only in accordance with the requirements of D Rules;
- (d) with respect to each affiliate that acquires Notes from it for the purpose of offering or selling such Notes during the restricted period, it either (i) repeats and confirms the representations contained in clauses (a), (b) and (c) of this paragraph on behalf of such affiliate or (ii) agrees that it shall obtain from such affiliate for the benefit of the Issuer the representations contained in clauses (a), (b) and (c) of this paragraph; and
- (e) it shall obtain for the benefit of the Issuer the representations and agreements contained in clauses (a), (b), (c) and (d) of this paragraph from any person other than its affiliate with whom it enters into a written contract, as defined in the D Rules, for the offer or sale of Notes during the restricted period.

Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury Regulations thereunder, including the D Rules. For the avoidance of doubt, all references to the D Rules above also refer to any successor rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986 that are substantially identical to the D Rules in effect at the date of this Prospectus.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) could violate the registration requirements of the Securities Act.

United Kingdom of Great Britain and Northern Ireland

Each Manager has represented and agreed that,

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended ("**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Republic of Italy

The offering of the Notes has not been registered with the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Manager has represented and agreed that it has not offered, sold or distributed, and will not offer, sell or distribute any Notes or any copy of this Prospectus or any other offer document in the Republic of Italy ("**Italy**") except:

- (a) to qualified investors (*investitori qualificati*), pursuant to Article 100 of Legislative Decree no. 58 of 24 February 1998 (the "**Consolidated Financial Services Act**") and Article 34-ter, paragraph 1, letter (b) of CONSOB regulation No. 11971 of 14 May 1999 (the "**CONSOB Regulation**"), all as amended; or
- (b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under Article 100 of the Consolidated Financial Services Act and Article 34-ter of the CONSOB Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**"), CONSOB Regulation No. 16190 of 29 October 2007, all as amended;
- (ii) in compliance with Article 129 of the Banking Act and the implementing guidelines, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy; and
- (iii) in compliance with any securities, tax, exchange control and any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time, inter alia, by CONSOB or the Bank of Italy.

Any investor purchasing the Notes in this offering is solely responsible for ensuring that any offer or resale of the Notes it purchased in this offering occurs in compliance with applicable laws and regulations.

This Prospectus and the information contained herein are intended only for the use of its recipient and are not to be distributed to any third-party resident or located in Italy for any reason. No person resident or located in Italy other than the original recipients of this document may rely on it or its contents.

Switzerland

In relation to Switzerland, each Manager has represented and agreed that, this Prospectus, as well as any other material relating to the Notes which are the subject of the offering contemplated by this Prospectus, do not constitute an issue prospectus pursuant to Article 652a and/or Article 1156 of the Swiss Code of Obligations and may not comply with the Directive for Notes of Foreign Borrowers of the Swiss Bankers Association. The Notes will not be listed on the SIX Swiss Exchange Ltd., and, therefore, the documents relating to the Notes, including, but not limited to, this Prospectus, do not claim to comply with the disclosure standards of the Swiss Code of Obligations and the listing rules of SIX Swiss Exchange Ltd and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange Ltd. The Notes are only being offered in Switzerland by way of a private placement (i.e., to a limited number of selected investors only), without any public advertisement and only to investors who do not purchase the Notes with the intention to distribute them to the public. The investors will be individually approached directly from time to time. This Prospectus, as well as any other material relating to the Notes, is personal and confidential and does not constitute an offer to any other person. This Prospectus, as well as any other material relating to the Notes, may only be used by those investors to whom it has been handed out in connection with the offering described herein and may neither directly nor indirectly be distributed or made available to other persons without the Issuer's express consent. This Prospectus, as well as any other material relating to the Notes, may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

GENERAL INFORMATION

Authorisation

The creation and issue of the Notes has been authorised by a resolution of the Supervisory Board of the Issuer dated 17 March 2014 and by a resolution of the Board of Management of the Issuer dated 20 March 2014.

Clearing and Settlement

Payments and transfers of the Notes will be settled through Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium ("**Euroclear**") and Clearstream Banking, société anonyme, 42 Avenue JF Kennedy L-1855 Luxembourg ("**Clearstream Luxembourg**").

The Notes are intended upon issue to be deposited with Euroclear as common safekeeper which does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.

The Notes have been assigned securities codes as follows:

ISIN: XS1048589458;

Common Code: 104858945; and

WKN: A1YC44.

Notices to Holders

For so long as the Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, all notices to the Holders regarding the Notes shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) as well as in the German Federal Gazette (*Bundesanzeiger*).

Yield

The yield of the Notes is [●] per cent *per annum*. Such yield is calculated in accordance with the ICMA (International Capital Markets Association) method and based on the issue price of the Notes. The ICMA method determines the effective interest rate of notes taking into account accrued interest on a daily basis.

Expenses

The expenses of the issue of the Notes are expected to amount to approximately EUR 320,000 plus the fees of up to 0.40 per cent of the aggregate principal amount of the Notes to be paid in connection with the offer of the Notes to the Managers.

Listing and Admission to Trading

Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and to admit them to trading on the regulated market of the Luxembourg Stock Exchange.

Rating

Neither the Issuer nor the Notes are rated.

Documents on Display

For so long as any Notes shall be outstanding, copies and, where appropriate, English translations of the following documents may be obtained (and in the case of (b) can be found on the website of the Luxembourg Stock Exchange at www.bourse.lu) free of charge during normal business hours at the specified office of the Issuer, namely:

- (a) The constitutional documents of the Issuer;
- (b) the Prospectus, any supplement thereto, if any, and any document incorporated by reference therein.

INCORPORATION BY REFERENCE

The following documents are incorporated by reference into this Prospectus:

English language translation from the German language audited IFRS consolidated financial statements for the fiscal year ended 31 December 2012 of the Dürr Group as contained in the Annual Report for the year 2012 to which the page numbers refer.

- Consolidated statement of income (p. 132),
- Consolidated statement of comprehensive income (p. 133)
- Consolidated statement of financial position (p. 134)
- Consolidated statement of cash flows (p. 135),
- Consolidated statement of changes in equity (p. 136 – p.137),
- Notes to the consolidated financial statements (p. 138 – p. 218),
- Audit Opinion¹ (p. 131).

English language translation of the Audited Consolidated Financial Statements 2013 of Dürr Group as contained in the Financial Report for the year 2013 to which the page numbers refer.

- Consolidated statement of income (p. 152),
- Consolidated statement of comprehensive income (p. 153)
- Consolidated statement of financial position (p. 154)
- Consolidated statement of cash flows (p. 155),
- Consolidated statement of changes in equity (p. 156 – p. 157),
- Notes to the consolidated financial statements (p. 158 – p. 240),
- Audit Opinion¹ (p. 151).

Any information incorporated by reference that is not included in the above cross-reference list is considered as additional information and is not required by the relevant schedules of the Commission Regulation (EC) 809/2004 (as amended).

As long as any Notes are listed on the official list of the Luxembourg Stock Exchange and are admitted to trading on the regulated market of the Luxembourg Stock Exchange and any applicable laws so require the documents incorporated by reference are available on the website of the Luxembourg Stock Exchange (<http://www.bourse.lu/>) and may be inspected and are available free of charge during normal business hours at the office of the Issuer, Carl-Benz-Strasse 34, 74321 Bietigheim-Bissingen, Federal Republic of Germany.

¹ English language translation of the German language audit opinion (*Bestätigungsvermerk*), issued in accordance with German generally accepted auditing standards, in particular Section 322 of the German Commercial Code (*Handelsgesetzbuch*) which refers to the IFRS consolidated financial statements and the respective group management report as a whole and not solely to the IFRS consolidated statements incorporated by reference into this prospectus.

NAMES AND ADDRESSES

Issuer

Dürr Aktiengesellschaft
Carl-Benz-Strasse 34
74321 Bietigheim-Bissingen
Federal Republic of Germany

Principal Paying Agent

Deutsche Bank Aktiengesellschaft

Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

Listing Agent in Luxembourg

Deutsche Bank Luxembourg S.A.

2 Boulevard Konrad Adenauer
1115 Luxembourg
Grand Duchy of Luxembourg

Joint Lead Managers

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

Co-Managers

Commerzbank Aktiengesellschaft

Kaiserstrasse 16 (Kaiserplatz)
60311 Frankfurt am Main
Federal Republic of Germany

Landesbank Baden-Württemberg

Am Hauptbahnhof 2
70173 Stuttgart
Federal Republic of Germany

UniCredit Bank AG

Arabellastrasse 12
81925 München
Federal Republic of Germany

Auditor

To the Issuer

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft

Mittlerer Pfad 15
70499 Stuttgart
Federal Republic of Germany

Legal Advisors

To the Issuer

Freshfields Bruckhaus Deringer LLP

Bockenheimer Anlage 44
60322 Frankfurt am Main
Federal Republic of Germany

To the Joint Lead Managers

Clifford Chance Partnerschaftsgesellschaft von Rechtsanwälten Wirtschaftsprüfern, Steuerberatern und Solicitors

Mainzer Landstrasse 46
60325 Frankfurt am Main
Federal Republic of Germany