



Manz Automation AG
Reutlingen

ISIN: DE000A0JQ5U3 / WKN: A0JQ5U

Declaration of Conformity March 2010

**by the Management Board and the Supervisory Board of Manz Automation AG
on the recommendations of the "Commission on the German Corporate
Governance Code" pursuant to Article 161 of the German Stock Corporation Act
(AktG)**

The Managing Board and the Supervisory Board of Manz Automation AG, pursuant to Article 161 of the German Stock Corporation Act, hereby declare that Manz Automation AG has complied with the recommendations made by the "German Corporate Governance Code Committee" issued by the German Ministry of Justice in the official section of the online German Federal Gazette as amended on June 6, 2008. In addition, we hereby declare that since August 5, 2009, Manz Automation AG has, with the following exceptions, complied with the recommendations as amended on June 18, 2009. In addition, we hereby declare that Manz Automation AG will, in the future, comply with the committee's recommendations as amended on June 18, 2009, also with the following exceptions:

Section 3.8, Paragraph 2 of the Code

Our company has taken out an insurance policy covering the members of the Managing and Supervisory Boards against financial loss for company directors (known as a "Directors and Officers Liability Insurance").

Our company did not comply with the recommendation in Section 3.8, Paragraph 2 of the Code as amended on June 6, 2008, which sets forth that an appropriate deductible should be stipulated when a company takes out a D&O insurance policy for members of the Managing and Supervisory Boards. Since in the case that the applicable insur-

ance coverage offered by our company's D&O insurance policies is restricted by a deductible, the deductibles are lower than those commonly accepted as "appropriate" as set forth in Section 3.8 Paragraph 2 of the Code as amended on June 6, 2008.

The Managing Board and the Supervisory Board believe that a deductible is not an appropriate means of increasing the quality of our company's governance and control, and as such will not bring about any positive behavioral effects. The members of the Managing Board and Supervisory Board will perform their duties in a responsible way even without the recommended deductibles.

Based on the aforementioned reasons, until this time our company also did not comply with the recommendation in Section 3.8, Paragraph 2 of the Code as amended on June 18, 2009, which sets forth that an appropriate deductible should be stipulated when a company takes out a D&O insurance policy for members of the Supervisory Board, as is prescribed by law for the Managing Board. Should our company take out D&O insurance policies covering members of the Managing Board, statutory regulations set forth a deductible of at least 10% of the damage up to at least one and a half times the amount of the member of the Managing Board's fixed annual compensation. Effective March 2010, our company has stipulated a deductible in the D&O insurance policies covering the members of our Managing and Supervisory Boards which complies with the aforementioned legal requirements.

Section 4.2.3, Paragraphs 4 and 5 of the Code

Our company has not and does not comply with the recommendation set forth in Section 4.2.3, Paragraphs 4 and 5 of the Code, which stipulates that when concluding contracts with members of the Managing Board, care should be taken to ensure that payments made to a member as a result of premature termination without cause do not exceed the value of two years' compensation (severance payment cap), and compensate no more than the remaining term of the contract. In addition, the Code recommends that any payments promised in the event of premature termination of management duties as a result of a change of control should not exceed 150% of the severance payment cap.

The employment contracts recently signed with two members of our company's Managing Board do not contain a severance cap and contain clauses which stipulate that in case of a change of control and a resulting termination, a severance package will be paid to the Managing Board member with a value of at least one times that member's annual salary. We were not able to include a severance payment cap within the scope of negotiating Managing Board contracts. Furthermore, the Managing Board and the Supervisory Board believe that in the event of a change of control, a severance package of least one years' pay meets the security of needs of the Managing Board members and is in our company's best interest.

Reutlingen, den 24.März 2010

Manz Automation AG

Für den Vorstand:



Dieter Manz
Vorsitzender des Vorstands



Martin Hipp
Mitglied des Vorstands

Für den Aufsichtsrat:



Vorsitzender des Aufsichtsrats



Volker Renz
Mitglied des Vorstands