

## 1. General

1.1 Only these General Terms and Conditions of Sale apply to the contract and all business relationships with the Customer. Other conditions of the Customer's do not become part of the contract, not even if we do not explicitly object to them.

1.2 All changes and supplements to the contract, including changes to this clause, must be made in written form. The Customer may invoke side agreements before or during conclusion of the contract only if we confirm them in writing without undue delay. Declarations issued by our employees are binding on us only if they have been confirmed by us in writing.

1.3 We are entitled to store electronically the data required for executing contracts.

## 2. Offsets, Retention, Assignments

The Customer may assert rights of offset and retention of payments only if the counter-claim is not disputed or has been established by a final court judgment. We are entitled to transfer to third parties the rights and obligations implied by the contract, in whole or in part.

## 3. Shipment Costs, Passage of Risk

3.1 The Customer bears the costs of transport, insurance and packaging and assumes responsibility for disposal of the packaging when it is no longer needed.

3.2 All risks pass to the Customer when goods to be delivered leave our plant, even if we assume responsibility for shipment, export or setup / installation, or if the customer is in default of acceptance.

## 4. Delivery Periods, Default of Delivery, Damages Due to Delay

4.1 Delivery periods are understood to refer to delivery ex works. They begin when all technical questions that were open when the contract was concluded have been clarified, all documents such as drawings and approvals that the Customer is to provide have been received, all agreed down payments have been made, and production can start (release for production).

4.2 Delivery periods are extended by the lengths of delays for which we are not responsible insofar as these delays were caused by force majeure, strikes, lockouts, disruptions of operations, lack of supplies and/or delayed or omitted deliveries by our suppliers. The same applies to additional or changed performance which has been requested by the Customer.

4.3 Default of delivery by us presupposes, in all cases, a reminder letter from the Customer that sets a reasonable period of grace.

4.4 In respect to the consequences of default of delivery, our liability is limited to the damages which we could have predicted would be sustained for the type of contract in question when the contract was concluded, however, not more than 10% of the value of the goods. This limitation of liability does not apply in cases of intention, gross negligence and/or loss of life, injury, or damage to health. If the Customer fears negative consequences of default of delivery, the Customer must inform us about this in writing without undue delay.

4.5 The provisions of this section also apply to agreed installation periods. The installation period does not begin until all preparatory work has been completed.

## 5. Prices, Payment Conditions, Collateral

5.1 Our prices are prices ex works exclusive of statutory value added tax and of packaging. If more than 6 months lie between conclusion of the contract and the planned delivery date, then § 315 BGB [German Civil Code] allows us to demand, in our fair judgment, a reasonable surcharge for increases in our costs before delivery.

5.2 Insofar as fixed installation prices have not been agreed, we charge for installation work at our regular installation rates. Fixed installation prices apply only to the work that has been agreed. Additional work and waiting time is charged at our regular installation rates.

5.3 In the absence of written agreements to the contrary, invoices are due for payment in euros immediately and without discount. Bills of exchange and cheques are accepted only on account of performance and only at the Customer's expense.

5.4 In a case of payment default or justified doubts on our part regarding the Customer's creditworthiness, we can make each individual delivery dependent on advance payment of the invoice amount for the delivery.

5.5 According to the contract, an additional small amount handling fee shall be charged for work commissioned to us by the Customer or for orders placed by the Customer with an invoice value/order value (net) of up to € 50,00.

## 6. Setup and Installation

If setup and installation are agreed, the Customer has to provide the following at the Customer's expense: support personnel and appropriately qualified specialists in the required numbers; lighting; propulsive power; compressed air; water; welding power supply; etc., as well as heating including the required connections, the required preliminary devices (such as hoisting devices and welding equipment), a room that can be locked (to be used for storing materials tools and clothing during installation), as well as appropriate sanitary facilities.

## 7. Retention of Ownership, Assignment of Future Claim

7.1 Goods from us that have been delivered continue to be our property ("conditional goods") until they have been paid for in full and without reservations. If we have further claims against the Customer, we retain ownership until these claims have been paid too.

7.2 The Customer may resell conditional goods only in the normal course of business and only if the Customer has not assigned or pledged its claims resulting from resale, nor encumbered them in any other way.

7.3 Conditional goods may not be combined by the Customer with other things with respect to which third parties have any rights. If, however, conditional goods do become part of a new (overall) thing by means of combination with other objects, then we shall become co-owners proportionately, even if this new thing is to be regarded as the main thing. Our co-ownership portion is the ratio of the invoice value of the conditional goods to the value of the new thing at the time of combination.

7.4 Until they have been paid for in full, conditional goods may be combined with a plot of land only for a temporary purpose (§ 95 BGB). Our co-ownership share will be safeguarded by the Customer at no expense to us.

7.5 The Customer hereby assigns to us, as collateral and in advance, the claims against its own customers that arise from sale of conditional goods (clause 7.2) and/or newly formed things (clauses 7.3 and 7.4) in the amount of our claim. For as long as the Customer does not default on paying for conditional goods, it may collect the assigned claims in the normal course of business. However, our co-ownership share of the proceeds may be used only in order to pay for the conditional goods.

7.6 Upon request by the Customer, we will release collateral selected by us only insofar as the nominal value of all collateral exceeds 120 % of the nominal value of our open claims against the Customer.

7.7 In a case of payment default, we are entitled to withdraw from the contract, to demand surrender of the conditional goods still in the Customer's possession, and to collect all assigned claims ourselves. In order to ascertain what our rights are, we

may have all documents and books of the Customer that pertain to our conditional goods examined by a person who is under a statutory obligation to maintain secrecy by dint of his profession.

## 8. Material Defects, Exclusion of Liability

8.1 We are liable for ensuring that all goods from us that have been delivered, including any agreed installation work, are free of defects upon passage of risk. The characteristics, durability and use of our goods for delivery which we owe are determined solely by the written agreed specifications, product descriptions and/or instructions for use. All statements that go beyond this, such as statements made in preliminary talks, advertising and/or industrial standards referred to by us are an integral part of the contract only if we include them explicitly and in writing.

8.2 In cases of customer regulations regarding materials and construction, we are not liable for the suitability or permissibility of the desired materials or constructions and are not under any special obligation to inspect them.

8.3 Our liability for defects is basically limited to supplementary performance.

Supplementary performance is removal of the defect or delivery of a defect free replacement, as we may decide. Further claims related to defects exist only if supplementary performance is rejected, is impossible or fails.

We normally carry out defect removal work in our plant, so that the Customer has to place the defective goods at our disposal in our plant, at the Customer's expense.

We might decide to carry out defect removal work on the customer's premises. In any case, we carry out defect removal work only at the place to which the goods were originally delivered by us.

8.4 If the Customer reports a defect but it turns out later, during our inspection or in the course of rendering supplementary performance, that this report was not justified, then we may demand compensation for all inspection and repair work in the amount of our applicable installation rates. Ownership of delivered goods which have been taken back and of parts which have been removed or replaced passes to us.

8.5 Upon receiving goods, the Customer must inspect them carefully without undue delay, and report all obvious defects without undue delay and all concealed defects without undue delay as soon as they are detected. Damages due to transport are to be reported to the entity responsible for transport. If these obligations to inspect and report are not observed, claims based on damages are barred later on.

8.6 We are not liable for the consequences of improper handling, use, maintenance and operation of delivered goods by the Customer or its assistants, nor are we liable for normal wear and tear. If the Customer wishes to use the goods for purposes other than those which have been agreed, the Customer must carefully check on its own responsibility that the goods are suitable and dependable for these purposes. Liability on our part is barred for any use which has not been confirmed by us explicitly and in writing. This applies especially in respect to the consequences of chemical, electrochemical, electrical or thermal influences and in respect to failures to follow our instructions for use.

We are also not liable for damages or mistakes in installation work which are not related to the work commissioned by us or which pertain to installation of objects not delivered by us. The same applies if the defects are to be attributed to interventions or orders of the Customer which have not been confirmed by us.

8.7 We are liable for compensation for material and pecuniary damages only in cases of intention or gross negligence. Our liability for material and pecuniary damages that are not damages to the goods themselves is limited to the damages which we could have predicted would be sustained for the type of contract in question when the contract was concluded.

This does not affect our liability under the product liability law, nor does it affect our liability in cases of loss of life, injury or damage to health, or in cases of culpable fundamental breaches of contract.

8.8 Claims against us that are based on defects become statute barred one year after acceptance of the goods. The same applies to claims arising from secondary obligations and/or compensation for material and pecuniary damages that are not damages to the goods themselves.

This limitation does not apply to liability due to fraudulent concealment of a defect, nor does it apply to liability under the product liability law, to liability in cases of loss of life, injury or damage to health, or to liability due to intentional or grossly negligent conduct.

## 9. Defects of Title

9.1 We are only liable for ensuring that goods from us are not protected by industrial property rights or originators' rights of third parties in the country of the place where the goods are to be delivered. If there is a defect of title, we are under the obligation to choose between obtaining an appropriate usage right or replacing the goods within the limitations period stated in clause 8.8.

9.2 Liability for defects of title is barred:

a) if the Customer can be held responsible for the violation of industrial property rights or originators' rights because the goods were changed or were used in a way we were not able to anticipate, or for some other reason.

b) if the Customer did not inform us in writing, without undue delay, of an assertion of claims by a third party.

c) if the Customer acknowledges a violation vis-à-vis the third party or discontinues the usage in question but fails to advise the third party that this discontinuation does not constitute acknowledgment of any violations of industrial property rights or originators' right.

## 10. Industrial Property Rights, Maintenance of Secrecy

10.1 We retain ownership and all industrial property rights and originators' rights to our constructs, samples, diagrams, technical documents, cost estimates and offers, even if the Customer has paid the costs for these constructs, etc. The Customer may use the said constructs, etc. in the manner that has been agreed with us. The Customer may not produce goods or have them produced except as we have consented to this in writing.

10.2 When we deliver goods in accordance with constructs the Customer prescribes, the Customer guarantees to us that by manufacturing and delivering them we will not violate any industrial property rights or other rights of third parties. The Customer shall pay us compensation for all damages that result from infringements by us of any such rights.

10.3 All knowledge the Customer receives from the business relationship shall be kept secret by the Customer from third parties unless it is obviously generally known.

## 11. Spare Parts

If there is an obligation on our part to keep a supply of spare parts, this obligation is limited to a period of five years beginning with acceptance of the goods delivered.

## 12. Place of Fulfilment, Place of Jurisdiction, Choice of Law

The place of fulfilment is our legal domicile in Wertheim. The place of jurisdiction is either Wertheim / Mosbach or the courts responsible for the customer's legal domicile, as we may choose. The applicable law is German law, but application of UN sales law (CISG) is barred.