

General Terms and Conditions for the Supply of Goods and Services (ALB)

1) Contents of the contract

The nature and scope of goods and services owed by us shall be governed exclusively by mutual written declarations as well as these General Terms and Conditions. Other terms of business shall only be binding on us if and in so far as we have agreed to them expressly. The contractual partner shall not have the right to assign the rights ensuing from the contract.

2) Place of jurisdiction and applicable law

The place of jurisdiction for all disputes arising out of or in connection with the contractual relationship with the contractual partner shall be the seat of our registered office.

All contractual relations shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

I Purchasing conditions

3) Prices and claims

The prices of our purchases include packaging. Place of performance for payments shall be the seat of our registered office. We are entitled to offset open liabilities from deliveries with our own claims with the vendor, even if these are not acknowledged or established by court.

The assignment of claims against us by the vendor shall be excluded.

4) Deliveries

The place of performance for all our deliveries shall be the seat of our registered office or the delivery address provided by us.

The net weight established by us shall be binding for the settlement.

Delivery dates agreed shall be observed by the vendor in every case. In case we have agreed dates or end points for deliveries, these business deals shall be deemed fixed-date transactions. In case such a delivery date is not observed, we shall have the right of withdrawal without setting a period of grace. Furthermore, we may claim compensation for the contract not being fulfilled.

Events of force majeure, e.g. strikes, sovereign action or production disturbance shall entitle us to delay the acceptance of the deliveries by the duration of the disruption. In case the implementation of the contract is rendered unacceptable for us, we shall be able to withdraw from the contract.

All materials delivered to us must be free of explosives, parts suspected of explosiveness and radioactivity. The vendor shall be fully liable for any damage incurred by us through the delivery of such parts. Furthermore, the vendor shall be obliged to exempt us from any claims filed by third parties against us from or in connection

with the resale of such defective materials.

The vendor shall waive the claim of late notification of defects.

Any extended right to ownership of the delivered goods requires our express consent.

II Conditions of sale

5) Delivery duty and period

We shall be entitled to part deliveries in so far as this does not entail an unacceptable additional effort on behalf of the purchaser.

We deliver without any packaging and without protection against corrosion, unless otherwise agreed expressly. We shall make available packaging adherent to our experience and at the cost of the purchaser.

We may withdraw from the contract exceeding the rights pursuant to Section 321 BGB (German Civil Code) should we become aware of circumstances after the conclusion of the contract that justify doubts regarding the creditworthiness of the purchaser and thus endangering our claim.

Observance of delivery periods requires the timely receipt of all documentation to be provided by the ordering party, in particular plans, approvals, permissions, as well as adherence to the agreed payment conditions and other preparatory and cooperative measures. Should these prerequisites not be fulfilled or should we be prevented from the delivery by force majeure or similar events, such as industrial dispute at our company or our sub-suppliers as well as other unforeseeable events, the delivery period shall be extended appropriately.

Should we be prevented from executing the delivery due to force majeure (war, strike, natural events) or due to a lack of delivery to us for more than two weeks, we shall be entitled to withdraw from the contract, without any claims of the purchaser resulting therefrom.

Should a fixed delivery date be agreed, this shall be regarded as a fixed-date transaction pursuant to the German Trade Code (HGB), if this has been confirmed expressly in writing.

Should the purchaser be delayed in his acceptance of the goods, he shall be obliged to pay us a storage fee in the amount of 0.5 % of the price of the goods, at the most, however, 5 %, starting with the month following the ready-to-ship notification. Each contracting party shall reserve the right to furnish evidence of and put forward claims for higher or lower storage costs.

6) Prices and payment

Our prices are considered ex works/stock excluding packaging, freight, insurance and other incidental cost plus the respectively validly applicable legal value added tax. We shall be able to claim from entrepreneurs pursuant to

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Section 310 BGB (German Civil Code) any additional cost incurred after the conclusion of the contract, which may result from an increase in customs levies, taxes, higher fees, freight and other cost or through an increase of our cost of providing the goods. In such a case, the purchaser shall be entitled to withdraw from the contract within one week after notification of the price increase. The invoice amounts shall be payable in cash, without any deduction, 30 days after the invoice date at the latest. Drafts and checks shall only be accepted following a prior agreement, as conditional payment only on account of performance. In such cases, the payment shall only be regarded as effected upon the unconditional crediting of the respective amount. Any payment fees shall be borne by the contractual partner.

We may also make the delivery dependent upon immediate payment. In case of purchasers whose creditworthiness is unknown to us, delivery shall only be effected against advance payment or cash on delivery. The purchaser may only offset against acknowledged or legally binding claims and may only base a right of retention on such claims.

In case of payment arrears, the purchaser shall be obliged to furnish us with securities. Any goods or rights of the purchaser in our possession or of which we may dispose shall, from such date, serve as collateral to secure our mature claims. We shall be entitled to disclose such pledge against the third party debtor and utilise freely such items of security at stock exchange or market prices, except where public auction is mandatory.

7) Passage of risk

The risk shall pass on to the purchaser once the goods leave the delivery works, they are reported ready to be picked up or ready for shipping:

Should the purchaser delay acceptance, the risk shall pass at the point in time when the purchaser delays acceptance.

8) Reservation of ownership

The goods shall remain our property up to the fulfilment of all current and future claims arising from the business relationship with the purchaser. The purchaser shall be obliged to store the goods in a designated area. Any machining or processing is conducted by the purchaser on our behalf, without any obligations arising for us thereof. In so far as the purchaser acquires the sole ownership of the goods evolving from processing, connecting or mixing, there shall be agreement that the purchaser assigns shared ownership of the goods to us in the proportion of the delivery price of the goods supplied under reservation of ownership by us and the delivery price of the further goods making up the end product at the point of processing, mixing or connecting. The products or total aggregate shall be stored for us by the purchaser.

The purchaser may sell the goods under reservation of ownership and the items evolved from their machining or processing only under observing a similar reservation of ownership and shall not impair our reservation of ownership through other disposal of the goods (e.g. pledging, assignment as collateral). Any access of third parties to the goods under reservation of ownership shall be brought to our notice immediately.

We may demand the return of the goods under reservation of ownership if the purchaser does not observe the payment conditions, disposes of the goods under reservation of ownership in a way that violates the contract or we become aware of a significant deterioration of the financial situation of the purchaser, in particular the application for opening insolvency proceedings into the assets of the purchaser or the opening of such proceedings. It is for this purpose that we shall be permitted to access the premises of the purchaser as well as demand the provision of all information pertaining to the goods under reservation of ownership and inspection of the purchaser's books. The take over of the goods under reservation of ownership shall only represent a withdrawal from the contract if we declare this expressly. Otherwise, we shall be entitled to utilise the repossessed goods in the best possible way by free sale to set off the open claims minus the cost incurred.

The purchaser shall assign to us claims arising from the further sale of goods under reservation of ownership or claims resulting from the sale of goods evolving from the processing, mixing or connection of the goods, including all ancillary rights in the amount of the invoice value of the goods under reservation of ownership. Furthermore, the purchaser shall assign to us the claim to remuneration he is entitled to through the connection of our goods under reservation of ownership in the proportion of their delivery price and the delivery price of the other connected goods at the point in time of the connection. The purchaser shall be entitled to collect such assigned receivables until further notice. At our request, the purchaser shall disclose to the debtors the assignment of claims. We shall also be entitled to disclose this assignment of claims ourselves, whereby the purchaser shall make available to us all the necessary information and documents pertaining to the matter.

In case the value of these securities exceeds our claims by more than 20 % and upon the request of the purchaser, we shall release securities at our discretion in the respective scope.

9) Industrial property rights of third parties

In case industrial property rights of third parties are violated upon delivery according to drawings or other details provided by the purchaser, the purchaser shall exempt us from any claims.

The purchaser shall notify us immediately of the claimed

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violation of industrial property rights of third parties through the provision of deliveries and services. In a next step, we shall investigate the claims filed within an appropriate period of time and arrive at an agreement with the third parties in so far as such claims are justified. In case this is not possible within an appropriate period of time, we shall accept back the product and reimburse the purchasing price. Further rights of the purchaser, with the exception of the right to withdraw from the contract shall be excluded, subject to No 12.

10) Deviations in measure, weight and numbers / applying standards and classifications

There may be a deviation of 1 % in case of exact weights quoted and of 5 % in case of approximate weights detailed in the contract as regards the weight, numbers or dimensions, in so far as DIN standards do not spell out something else.

As regards the actual weights, the weighing conducted by us or our prior supplier shall be binding. Verification of weights shall be furnished by means of a weighing slip. In so far as an individual weighing is not typically conducted, the overall weight of the consignment shall be regarded as binding. Any differences as compared to the calculated individual weights shall be distributed among them proportionately.

The application of standards and classifications shall only serve as a description of the goods and not as details of their characteristics.

11) Rights to documentation and software

We shall reserve the right of ownership as well as copyright to all quotes, drawings and other documentation (referred to as documentation hereinafter) made available by us. This documentation may only be made accessible to third parties following our prior consent and may only be used for contractual purposes. This documentation shall be returned to us upon our request.

The purchaser shall have the non-exclusive right of use to any software delivered by us with the agreed characteristics and in unchanged format and on the machines agreed. The purchaser may make two copies without any express agreement.

12) Warranty

The purchaser may assert claims due to an obvious defect of the goods only within one week after receiving the goods. Claims pertaining to non-obvious defects shall be filed up to one year following the receipt of the goods at the longest. Any later claims of defects shall exclude warranty.

All claims to defects require us to be notified immediately upon identification of any such defects.

Upon proof of a defect, we shall, at our discretion, either

restore the contractual condition of the goods or deliver a replacement to the original delivery address against the return of the defective goods at no extra cost or freight. We shall bear the appropriate cost of a possible reworking. In case we do not remedy the defect by means of a replacement delivery or reworking, the purchaser may rescind the contract or reduce the purchasing price. The warranty period amounts to 12 months as of the transfer of risk or acceptance. The warranty period shall also be one year for reworking, replacement deliveries or services.

Any further claims to warranty shall be excluded.

13) Indemnity

Indemnity claims of the purchaser, regardless of the legal reasons, in particular for a positive breach of obligations, arising from the violation of duties during contractual negotiations, from unauthorised actions, or an impossibility to perform for which we are responsible, shall be ruled out, subject to the regulations below. Indemnity claims shall not be ruled out in case of injury of life, body or health or indemnity claims in other cases, in so far as they are due to gross negligence or a premeditated violation of duties that we are responsible for. Furthermore, indemnity claims shall not be excluded that are due to the violation of major contractual obligations, in such a case, however, our liability shall be limited to the damage typical of such a contract, predictable damage, in so far as there is no case of premeditation or gross negligence.

In case of arrears due to negligence, we shall compensate for the amount of the foreseeable damage.