

# General Conditions of Sale and Delivery

## I. Effectiveness of Agreements

All orders only become binding upon confirmation in writing by us; verbal agreements are not valid. Any deviating terms and conditions of the customer are not binding on us, even if we do not expressly object to them.

## II. Technical Data, Documents

Details in brochures, drawings, etc. are approximate. They are only recognised by us as binding after, in the case of an order, being expressly confirmed in the order confirmation.

Construction drawings and detailed plans are subject to copyright. They are to be returned to us on request after execution. The purchaser is not entitled to bring them to the attention of third parties.

We reserve the right to amend the construction and form of the delivery item, insofar as changes are made by our contractual partners and the amendments are reasonable for the customer.

## III. Price, Payment, Security

Unless otherwise agreed, prices are on an ex works basis, i.e., ex our distribution warehouse.

Unless otherwise agreed, the invoice amount is to be paid in cash either within 8 days of the invoice date with a 2% discount or in full within 30 days of the invoice date.

The customer is not entitled to withhold payment, even if he has a complaint about the delivered goods.

Upon acceptance of bills of exchange or cheques, the customer's obligation to pay does not expire until after these have been honoured.

In the event of overdue payments, interest, in accordance with the respective bank rates for short-term loans, but at least 2% above the discount rate of the Deutsche Bundesbank (German federal bank), is charged from the date the payment becomes overdue.

If parts delivered by us are to be connected to foundations, the customer is obliged to pay 75% of the agreed amount prior to commencement of assembly.

## IV. Delivery Period and Handover

If a fixed delivery period is agreed, it begins upon sending of our written confirmation, however not before all details have been clarified. Insofar as building approval is required, this period is to begin after notification by the customer that such approval has been granted. Insofar as assembly work must be carried out by us in addition to the delivery, the same conditions apply with regard to completion of this work.

Insofar as foundation work must be carried out by the customer or partners of the customer prior to the start of assembly, the agreed completion period is to commence on the day of notification that the preliminary work has been completed.

As soon as assembly work has been completed by our technical personnel, the construction is considered to have been handed over. Only within a period of 10 days after completion of the assembly work may the customer give notice of defective assembly work.

No special or, in particular, written handover of the assembled object is required.

Should hindrances arise due to labour disputes and/or other events for which we are not responsible and which are beyond our control, the agreed deadline is to be postponed by the amount of time lost due to said hindrances.

If the customer suffers damage due to a delay caused by the supplier, he is entitled to claim compensation for the delay to the exclusion of any further claims. This compensation is to amount to 0.5 percent of the value of that part of the total delivery which, as a result of the delay, could not be used on time or in accordance with the contract for each full week of delay, but not more than 5 percent for the whole month.

## V. Retention of Title

Delivered goods remain our property until all our claims against the customer have been fulfilled, irrespective of the legal grounds on which such claims are based.

If the customer acts in breach of contract, in particular in the event of default on payment, we are entitled to demand the return of the delivered item or parts. The customer is obliged to surrender the goods. The return of goods

does not constitute termination of the contract. We are entitled to claim any costs incurred in connection with this action, despite the goods being returned.

The customer is entitled to resell the delivery item in the ordinary course of business. However, he hereby assigns to us all claims, including all ancillary rights, accruing to him from the resale against the customer or against third parties, irrespective of whether the goods subject to retention of title are resold without or after processing. We will exercise this right against third parties only if the payment obligation is not met.

## VI. Guarantees

As a matter of principle, guarantees granted by our suppliers are generally assigned by us. Otherwise, the General Guarantee Conditions issued by the Federal Republic of Germany are to apply.

In any case, further guarantee conditions require explicit written agreement at the time of order confirmation.

Insofar as construction services are provided by us, the VOB (German Construction Tendering and Contract Regulations) are to apply.

In the case of replacement deliveries made for machines supplied by us, guarantee conditions for deliveries of replacement parts apply. Installation guarantees only apply if our installation personnel have received a special installation order and this is remunerated separately.

Any notices of defects must be recorded in writing by the customer or the contractor. Complaints conveyed verbally to us or our employees are not recognised as such.

In the case of replacement deliveries to be made on the basis of guarantee claims, freight and assembly costs are included insofar as assembly by our technical personnel is required and such a part cannot be installed by the customer.

The warranty period for parts delivered as replacements and repairs is 3 months. However, this period is to extend at least until expiry of the original warranty period for the delivery item. The liability period for defects in the delivery item is to be extended by the duration of the interruption of operations caused by the repair work.

In the event of defects, the contractor may not make any unreasonable amendments to the delivery item himself, unless this has been agreed with us in writing.

## VII. Assembly

Insofar as assembly obligations have been assumed in addition to deliveries to be carried out, the contractor must ensure that workable conditions are created at the construction site for assembly personnel and that auxiliary personnel promised are available.

Our assembly personnel are permitted to cease working without delay in the event that promised auxiliary support staff are not available or are unable to carry out the work in accordance with commitments. Additional costs incurred by us due to the termination of assembly work may be charged additionally.

Insofar as assembly equipment is used and remains on the construction site or in adjoining areas during the assembly period, the contractor is obliged to assume responsibility for the supervision of this equipment and to ensure that it is not used by any unauthorised persons. During the assembly period, the free use of social spaces by our assembly personnel is to be guaranteed and electricity for the assembly equipment to be provided, along with water and lighting if necessary.

During commissioning by our technical personnel of machines supplied by us, it is essential for a representative of the customer to be present during this process, for explanation purposes. The customer, consequently, cannot claim that the system was not properly explained to him.

## VIII. Applicable Law, Place of Fulfilment, Place of Jurisdiction

All business relations with us are governed exclusively by German law. The place of fulfilment for services and deliveries is Hamm/Westphalia or, in the case of assembly work, the assembly site.

The place of jurisdiction for all disputes arising from business relations is Hamm/Westphalia.

This agreement concerning the place of jurisdiction also expressly applies for the dunning procedure pursuant to section 688 ZPO (German Code of Civil Procedure).