

GENERAL TERMS AND CONDITIONS OF MAE Maschinen- und Apparatebau Götzen GmbH, Erkrath

Part 1

GENERAL TERMS FOR THE DELIVERY OF GOODS

PREFACE

1. These general terms and conditions shall apply exclusively. We do not accept any deviating purchasing conditions of the customer, unless we have expressly agreed to their application in writing. These general terms shall apply even if we perform the delivery without reservations in spite of knowing of the customer's deviating purchasing conditions. The general terms and conditions phrased here shall also apply to any future transactions between the parties. The retention of title according to items 22, 23 shall apply in its simple, expanded and extended form even if it is excluded in our contracting partners' general terms and conditions. No oral side agreements have been made before or at conclusion of the contract.

The supplier's offer shall be subject to confirmation unless the order confirmation states differently or something different has expressly been declared in writing. A contract shall only be entered into if an order has been confirmed in writing or the order is being performed.

DEFINITION OF TERMS

2. In these general terms and conditions, the following terms have the following meaning: "Contract" means the written agreement about performance of work between the parties and all Annexes, including any agreed supplements and amendments to the above documents. "

"Gross negligence" describes an action or omission in which the respective party either did not apply the usual diligence regarding the occurrence of severe consequences that a responsible contracting party would usually have foreseen, or where the respective party deliberately ignored the consequences of such an action or omission. "In writing" means by signed original document, signed telefax or by email or other form agreed by the parties in the above manner. "Object of delivery" shall include any machine, any accessories and any other materials and objects to be delivered by the supplier according to the contract.

PRODUCT INFORMATION

3. The statements and information contained in general product documentation and price lists in electronic or other form shall only be binding where the contract expressly refers to them.

DRAWINGS AND DESCRIPTIONS

4. If one party provides the other party with drawings, technical documents and similar information of a physical and intangible manner - also in electronic form - , about the object of delivery or its production before or after conclusion of the contract, these shall remain the property of the party submitting them.

5. If one party receives drawings, technical documents or other technical information, it must not use these for any other purpose than the one they were delivered for without the consent of the other party. They must not be used for any other purposes, reproduced, copied, provided to third parties or disclosed without the written consent of the submitting party. This shall not apply to any information that was already publicly known at the time of publication.

This obligation shall commence with the first receipt of the documents and end 36 months after the end of the business relationship.

ACCEPTANCE TESTS

6. Any acceptance test agreed on in the contract shall take place during the regular working time at the site of production unless agreed on differently. If the

contract contains no provisions on technical details, the inspection shall be subject to the generally common practice of the respective industrial branch in the production country.

7. The supplier must inform the buyer of the acceptance test in writing soon enough for him to send a representative to the inspections. If the orderer is not represented in spite of having been informed in time,

the supplier shall provide him with an inspection log the accuracy of which he can no longer dispute.

8. If the object of delivery turns out to be in violation of the contract during the acceptance inspections, the supplier shall remove any defect without delay to achieve the contractual condition of the object of the delivery. The orderer shall have the right to demand repeat inspection only in case of essential defects.

9. The supplier shall assume all costs for the acceptance tests performed at the site of production. The orderer shall, however, assume all travelling expenses and costs of living for his representatives in connection with the inspections.

DELIVERY, PASSING OF RISK

10. The agreed delivery terms shall be interpreted according to the INCOTERMS applicable at conclusion of the contract if necessary. Where there are no specific delivery terms in the contract, the object of delivery shall be deemed delivered "ex works" (EXW).

Risk shall pass to the orderer when the object of delivery has left the factory, even if partial deliveries are made or the supplier has also assumed other services, such as shipping costs or delivery and setup. Where acceptance is required, it shall be essential for passing of the risk. It must take place without delay at the acceptance date, alternatively after the supplier's report of readiness for acceptance. The orderer must not refuse acceptance in case of inessential defects.

If shipping or acceptance is delayed for reasons not due to the supplier's fault, risk shall pass to the orderer with the day of reporting of readiness for delivery or acceptance. The supplier commits to taking out the insurances demanded by the orderer at the orderer's expense.

Delivered objects shall be accepted by the orderer even if subject to inessential defects, notwithstanding the rights according to items 24-39.

Partial deliveries shall be admissible where reasonable for the orderer and shall be settled in partial invoices.

DELIVERY PERIOD, DELAYS

11. If the parties have agreed on a period instead of a fixed delivery date after the end of which the delivery is to take place, the delivery term shall commence when all commercial and technical matters between the contracting parties have been clarified, the customer has made the down payment owed and has performed any contributions subject to him (e.g. provision of authority approvals).

12. If it becomes evident to the supplier that he cannot deliver the object of delivery within the delivery period, he shall inform the orderer of this without delay and in writing, disclose the reasons of this to him and, if possible, name the expected time of delivery.

13. If the delivery is delayed for a reason according to item 41 or by action or omission of the orderer, which also includes cessation of performance according to item 21 and item 44, an extension of the delivery period that is appropriate according to the circumstances shall be granted. This provision shall apply independently of whether the reason for the delay occurs before or after the agreed delivery period.

14. If the object of delivery is not delivered on the delivery date (as specified in item 11 and item 13), the orderer shall have a claim to payment of liquidated damages damages. This claim shall arise three weeks after the time at which the delivery was supposed to be made. The liquidated damages damage shall be 0.5 per cent of the purchasing price for each full week of delay after the claim arises. The liquidated damages damages

cannot exceed 3 percent of the purchasing price. If only part of the delivery is delayed, the liquidated damages shall be determined based on the purchasing price corresponding to the part of the object of the delivery that cannot be put into intended use due to the delay. The liquidated damages shall be due upon written assertion by the orderer, but not before the complete delivery has been made or the contract has been terminated according to item 16.

15. If the orderer has the right to claim the maximum amount of the liquidated damages according to item 14, and if the object of delivery has not been delivered yet, he may set a last appropriate delivery period of at least one week to the supplier in writing. If the supplier does not deliver within this last period for a reason due to the supplier's fault, the orderer may declare rescission of the contract regarding that part of the object of the delivery that cannot be used as intended by the supplier due to the delay, by way of written notification of the supplier of the contract. If the orderer declares rescission of the contract, he shall have a claim to compensation for the damage arising to him due to the delay caused by the supplier. The total of the compensation, including the liquidated damages according to item 14, must not exceed 7.5 per cent of the practical purchasing price that corresponds to this part of the object of delivery regarding which the orderer has declared rescission of the contract. The orderer shall also have the right to terminate the contract by written notification of the seller if the circumstances show without doubt that the delivery will delay by a period due to which the orderer would be due the maximum rate of damages according to item 14.

The orderer must only declare rescission of the entire contract if he proves that he has no interest in performance of the entire contract without the respective partial delivery, specifically if subsequent performance of the partial delivery by the supplier or by third parties cannot recover this interest even subject to impairment either.

16. Further claims exceeding the liquidated damages according to item 14 and rescission of the contract with limited compensation according to item 15 cannot be asserted by the orderer against the supplier in case of non-delivery by the supplier. Any other claims against the supplier regarding delay are excluded except in case of culpable violation of essential contractual obligations, wilful intent or gross negligence according to item 16 by the supplier or in case of violation of life, body or health. In the sense of these general terms and conditions, gross negligence shall be present in case of action or omission where the supplier either has not applied the usual diligence regarding the occurrence of severe consequences that a responsible supplier would usually have applied, or where the supplier deliberately ignored the consequences of such action or omission.

17. If it becomes evident for the orderer that acceptance of the object of delivery at the date of delivery will be impossible for him, he shall inform the supplier of this without delay, indicate the reason for this and, where possible, inform him of the time at which he can accept the delivery. If the orderer does not accept the delivery on the date of delivery, he shall still be liable for paying the part of the purchasing price due at delivery as if the delivery had been made. The supplier shall ensure storage of the object of delivery at the expense and risk of the orderer. The storage costs shall be at least 0.5 % of the amount invoiced for the delayed part of the overall delivery per month at storage in the factory of the supplier, but no more than 3%. On request of the orderer, the supplier shall insure the object of delivery at the orderer's expense.

18. If non-acceptance is not due to any circumstances intended for in item 41, the supplier shall have the right to demand in writing that orderer accept the delivery within an appropriate last grace period. If the orderer does not accept the delivery within this period for any reason that is not due to the supplier's fault, the supplier may declare rescission of the contract, wholly or in part, in writing. The supplier shall then have a claim to reimbursement for the damage caused to him by the orderer's default.

PAYMENT

19. The prices shall be deemed ex works, including loading in the factory, but excluding packaging and unloading, unless any special agreements are made. VAT at the respective statutory rate shall be added to the prices.

Unless agreed on differently, 30% of the purchasing price shall be due at conclusion of the contract, 30% at start of

production, 30 % before dispatch and 10% after commissioning, no later than 30 days of delivery.

20. Notwithstanding the payment means used, payment shall only be deemed made when the full amount of the invoice has been irrevocably credited to the supplier's account.

21. If the orderer has entered payment arrears, the supplier may claim default interest from the due date onwards. The interest rate shall be agreed between the parties. If there is no such provision, an interest rate of 8 percentage points above the base interest rate of the European Central Bank is deemed agreed where the orderer does not document that a much lower damage has been incurred. The supplier reserves assertion of any higher damage.

In case of delayed payment, the supplier may cease performance of his own obligations until receipt of the payment upon written information of the orderer. If the orderer has entered default with his due payments by more than six weeks, the supplier may declare rescission of the entire contract by written notification of the orderer and demand that orderer reimburse him for the damage incurred.

The orderer shall only have a right to retain payments or to set off against counterclaims where his counterclaims are undisputed or have been finally determined by a court.

RESERVATION OF TITLE

22. Title in the object of delivery shall remain with the supplier until complete payment of the purchasing price — including

payment for assembly of the object of the delivery — and any other claims the supplier has against the orderer from the business relationship, if such reservation of title is legal under applicable law. The supplier shall have the right to take back the object of the delivery if the orderer violates the contract.

Where the value of all collateral that the supplier holds by this exceeds the amount of all secured claims by more than 20%, the orderer may demand that supplier release the part of the collateral exceeding this value. On request of the supplier, the orderer shall support him comprehensively in his efforts to protect the title of the supplier in the object of delivery in the respective country. The reservation of title shall not affect the provisions on passing of risk according to item 10.

The orderer shall be obliged to treat the object of delivery with care while title has not passed to him. Specifically, he shall be obliged to have it insured sufficiently at the reinstatement value against theft, fire and water damage as well as against any other comparable damage at his own expense. If any maintenance and inspection work is required, the orderer shall perform it in time at his own expense. Until title has passed, the orderer shall inform the supplier in writing without delay if the delivered object is seized or otherwise subject to third-party access. Where the third party is unable to reimburse the supplier for any court and out-of-court costs for a claim pursuant to § 771 ZPO, the orderer shall be liable for the loss incurred by the supplier.

23. The orderer is granted the right to dispose of the objects subject to collateral rights in the proper course of his business. He hereby assigns any claims against his customers from such sales to the supplier, but is authorised to collect these in his own name as long as he meets his due obligations towards the supplier. This assignment shall apply independently of whether the object has been sold on without or after processing. The supplier shall only disclose the assignment to the orderer's customers if the latter does not meet his due obligations towards the supplier or if there is any indication of the orderer being unable to pay his debts or if his ability to pay is considerably impaired.

The processing and finishing or conversion of the object of delivery by the orderer shall always take place in the name and on the order of the supplier. In this case, the orderer's right in the object of delivery shall continue in the converted object. Where the object of delivery is processed with any other objects that do not belong to the supplier, he shall acquire joint title in the new object at the ratio of the objective value of the object of delivery to the other processed objects at the time of processing. This shall apply to mixing accordingly. If mixing takes place in such a manner that the object of the orderer is considered the main object, it is agreed that the orderer grant the supplier a prorated joint title and keep the sole or joint property created like this for him. To secure the supplier's claims against the orderer, the orderer also assigns such claims to the supplier that he acquires against a third party

from connection of the goods subject to reservation of title with a property; the supplier hereby accepts this assignment. The transport of any object subject to reservation of title to an operating site outside of Germany shall be inadmissible without the supplier's advance consent even if title in the object is not transferred to any third parties by this. Sale by way of sale-and-lease-back shall not be deemed disposal in the proper course of business. It shall require the advance consent of the supplier. Notwithstanding this, claims that arise to the orderer from the sale shall be included by the assignment agreed on in the above paragraph.

LIABILITY FOR DEFECTS

24. According to the proviso of items 24-39, the supplier shall be obliged to remove any defects or deviations (hereinafter "defect/defects") that are due to any defect of construction, material or craftsmanship, where the construction, production or performance are part of the scope of services.

25. The supplier's liability shall be limited to defects that occur within one year of delivery. If the daily operating time of the object of delivery exceeds the agreed scope, the period shall reduce accordingly.

26. If a defect in a part of the object of delivery is removed, the supplier shall be liable for defects of the delivered spare parts or repaired parts for one year, subject to the same warranty conditions as for the original object of delivery. For all other parts, the period named in item 25 shall solely extend by the duration of the interruption of operations of the object of the delivery.

27. The orderer shall report any defect found to the supplier without delay. Any such complaint about a defect shall in any case take place within two weeks of the end of the period named in item 25. The complaint shall describe the defect. If the orderer does not report the defect to the supplier in writing within the period named in paragraph 1 of this item, the orderer shall lose his right to removal of the defect. If the defect may cause damage, the orderer shall inform the supplier in writing without delay. The orderer shall assume the risk of damage resulting from lack of reporting.

28. Upon receipt of the complaint of defects according to item 27, the supplier shall remove the defect without delay and at his expense according to items 24 - 39. The defect generally must be removed at the site of the object of delivery; however, it shall be subject to the supplier's discretion to have the defective part or the object of delivery returned to him for the purpose of repair or replacement. The supplier shall be obliged to remove and install the part where this requires special knowledge. If such special knowledge is not needed, the supplier's obligation regarding the defects shall end with the delivery of the properly repaired or replaced part for the orderer.

29. If the orderer has reported the defect to the supplier according to item 27 and if no defect can be found for which the supplier is liable, the orderer shall reimburse the supplier for the damage incurred by the supplier from this complaint.

30. The orderer shall ensure the removal and installation of equipment objects that are not part of the object of delivery at his own expense where this is required for removal of the defect.

31. Unless agreed on differently, the required transport of the object of delivery and/or the parts of the object of delivery to and from the supplier in connection with removal of defects the supplier is liable for shall be at the risk and cost of the supplier. The orderer shall comply with the supplier's instructions for this transport.

32. Unless agreed on differently, the orderer shall assume all additional costs that arise to the supplier in repair, removal and installation or transport if the site of the object of delivery deviates from the contractual destination or, if no destination is specified, the place of delivery.

33. Replaced defective parts must be provided to the supplier and title in them will pass to him.

34. If the supplier does not meet his obligations according to item 28 within an appropriate period of time, the orderer may set a last grace period for the supplier in writing within which the supplier has to meet his obligations. If the supplier does not meet his obligations within this set period, the orderer may perform the required repairs or have them performed by a third party at the expense and risk of the supplier. If the repair has been completed successfully by the orderer or a third party, all claims of the orderer regarding this defect towards the supplier

shall be covered upon reimbursement of the appropriate costs that have been incurred by the orderer.

35. If subsequent improvement according to item 34 fails, a) the orderer may demand reduction of the purchasing price corresponding to the reduced value of the object of delivery, with the reduction never exceeding 7.5 per cent of the purchasing price; or

b) If the defect is so essential that the orderer loses his interest in the contract, the orderer may declare rescission of the contract upon written notification to the supplier. The orderer shall then have the right to demand damages of up to 7.5 per cent of the purchasing price in this case under the prerequisites named in item 39.

36. The supplier shall not be liable for defects due to the materials provided by the orderer or any construction required by the orderer.

37. The supplier shall only be liable for such defects that occur under the contractually intended operating conditions and at proper use of the object of delivery. The supplier shall not be liable for defects due to: bad maintenance, improper setup, defective repair by the orderer or changes without the supplier's written consent. The supplier's liability shall also not cover normal wear or tear.

38. Notwithstanding the provisions according to items 24 — 37, the supplier's liability for defects in any part of the object of delivery shall be limited to 12 months from commissioning or no more than 15 months of delivery in single-shift operation.

39. Notwithstanding the provisions according to items 24-38, the supplier shall not be liable for defects. This shall include any damage caused by the defect, as well as production downtimes, lost profit or other indirect or consequential damage. The supplier's limitation of liability shall not apply in case of wilful intent or gross negligence according to item 16 or at culpable violation of life, body or health. The limitation of liability shall also not apply in case of culpable violation of essential contractual obligations. In case of simple negligence, the supplier shall only be liable for the reasonably foreseeable damage typical for the contract. The limitation of liability shall also not apply in cases where the product liability act requires liability for defects of the object of delivery causing injury or property damage to privately used objects. It also shall not apply to defects that the supplier concealed maliciously or the absence of which he warranted.

40. The supplier shall not be liable for property damage caused by the object of delivery after the delivery if the object of delivery is already in the orderer's possession. The supplier also shall not assume any liability for damage to the products produced by the orderer, or to goods that contain a product produced by the orderer. If any liability claims are asserted against the supplier by a third party for any damage caused by the object of delivery in the sense of the above paragraph, the orderer shall reimburse the supplier, defend him and hold him harmless. If any third party asserts any claim described in this item against one of the parties, this party shall inform the other party of this without delay and in writing. The supplier and the orderer are obliged to have each other summoned by a court of arbitration in each case, which shall review the damages claims raised against one of the parties due to the damage allegedly caused by the object of delivery. The limitation of liability of the supplier according to the first paragraph of this item shall not apply in case of gross negligence by the supplier according to item 16.

Where the liability is excluded or limited, this shall also apply to the personal liability of the employees, contractors, workers, statutory representatives and servants of the supplier.

FORCE MAJEURE

41. Each party has the right to cease performance of its contractual obligations as far as this performance is rendered impossible or made unreasonably more difficult by the following circumstances: labour dispute and any circumstances independent of the party's will, such as fire, war, general mobilisation, riot, requisition, confiscation, embargo, limitation of energy consumption and defective or delayed deliveries from subcontractors due to one of the circumstances listed in this item. Any circumstance occurring before or after conclusion of the contract according to this item shall only justify ceasing performance of the contractual obligations where its effects on the performance of the contract were not yet foreseeable at conclusion of the contract.

42. The party citing force majeure shall inform the other party of the occurrence and the end of any such circumstance

without delay and in writing. If force majeure keeps the orderer from performing his contractual obligations, he shall reimburse the supplier for any costs incurred for securing and protection of the object of delivery.

43. Notwithstanding any effects specified in these general delivery terms, each party shall have the right to declare rescission of the contract by written notification of the other party if the cessation of performance of the contract according to item 41 continues for more than six months.

FORESEEABLE NON-PERFORMANCE

44. Notwithstanding any deviating rules in these general terms and conditions, either party shall have the right to cease performance of its obligations if the circumstances show without doubt that the other party will not be able to meet its obligations. A party ceasing performance of its obligations shall inform the other party of this without delay and in writing.

EXPIRATION

45. All claims of the orderer — no matter the legal reason — shall expire after 12 months. Damages claims according to item 39 shall be subject to the statutory periods. They shall also apply to defects of a building or to objects of delivery that have been used for a building according to their usual purpose and that caused it to be defective.

USE OF SOFTWARE

46. Where the scope of delivery includes any software, the orderer is granted a non-exclusive right to use the delivered software including its documentations. It is provided for use on the intended object of delivery. Use of the software on any other than the system delivered is forbidden.

The orderer must only reproduce, revise, translate the software or convert it from object code to source code at the scope permitted by law (§§ 69 a et seqq. UrhG). The orderer

commits to not removing manufacturer's information—

specifically copyright notes — and to not changing it without the advance express consent of the supplier.

All other rights in the software and the documentations, including any copies, shall remain with the supplier or the

software supplier. The awarding of sublicenses shall not be admissible.

FINAL PROVISIONS

47. The contract is subject to the material law of the supplier's country.

48. If general reference to German law is not admissible in the foreign state at delivery abroad, the rules of the foreign law that come closest to German law are deemed agreed.

49. The place of jurisdiction for any disputes resulting from the contractual relationship, including cheque and bill of exchange matters, shall be Mettmann Germany if the customer is a full merchant, a legal entity of public law or a public-law special fund. The supplier shall, however, also have the right to raise a claim before the court relevant for the customer.

If the order confirmation does not indicate anything different, the place of performance for services of the supplier shall be Erkrath Germany

50. Changes, including subsequent changes and amendments of these terms and conditions shall require written form. This shall also apply to the revocation of the requirement of written form.

51. If any provision of these delivery conditions is invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the corresponding statutory rule.

Effective: 01.01.2015

Part 2

GENERAL TERMS AND CONDITIONS FOR ASSEMBLY

PREFACE

1. These general terms and conditions shall apply exclusively. We do not accept any deviating purchasing conditions or assembly conditions of the customer unless we have expressly agreed to their application. These general terms and conditions shall also apply if we perform an assembly without reservation in spite of knowing of deviating purchasing or assembly conditions of the customer. The general terms and conditions phrased here shall also apply to any future transactions between the parties. The retention of title according to items 48, 49 shall apply in its simple, expanded and extended form even if it is excluded in our contracting partners' general terms and conditions. No oral side agreements have been made before or at conclusion of the contract.

The supplier's offer shall be subject to confirmation unless the order confirmation states differently or something different has expressly been declared in writing. A contract shall only be entered into if an order has been confirmed in writing or the order is being performed.

DEFINITION OF TERMS

2. In these general terms and conditions, the following terms have the following meaning: "Contract" means the written agreement about performance of work between the parties and all Annexes, including any agreed supplements and amendments to the above documents. "Contractual price" shall be the price to be paid for the work. If the assembly is to take place within a specific period and if it is not completed by then, the contractual price shall be made up of the price for the object of delivery plus 5 per cent or any other percentage to be agreed between the parties.

"Gross negligence" describes an action or omission in which the respective party either did not apply the usual diligence regarding the occurrence of severe consequences that a responsible contracting party would usually have foreseen, or where the respective party deliberately ignored the consequences of such an action or omission. "In writing" means by signed original document, signed telefax or by email or other form agreed by the parties in the above manner. "Object of delivery" shall include any machine, any accessories and any other materials and objects to be delivered by the manufacturer according to the contract.

"Assembly site" shall be the location where the object of delivery is to be built and shall also comprise the adjacent areas that are required for unloading, storage and internal transport of the object of delivery and the assembly equipment.

"Work" shall include both the object of delivery and the assembly and other work that the manufacturer has to render according to the contract. If the contract intends for acceptance of the work in several sections that are intended for use independent of each other, these conditions shall apply to every single section. The term "work" then refers to the respective section in question.

PRODUCT INFORMATION

3. The statements and information contained in general product documentation and price lists — in electronic or other form — shall only be binding where the contract expressly refers to them.

DRAWINGS AND DESCRIPTIONS

4. If one party provides the other party with drawings, technical documents and similar information of a physical and intangible

manner— also in electronic form—, about the work before or after conclusion of the contract, these shall remain the property of the party submitting them.

5. If one party receives drawings, technical documents or other technical information, it must only use these for the intended purpose without the consent of the other party. They must not be used for any other purposes, copied, reproduced, provided to third parties or disclosed without the written consent of the submitting party. This shall not apply to any information that was already publicly known at the time of publication. This obligation shall commence with the first receipt of the documents and end 36 months after the end of the business relationship.

INSPECTIONS BEFORE DISPATCH

6. Any acceptance inspections agreed on in the contract shall take place during the regular working time at the site of production unless agreed on differently.

If the contract contains no provisions on technical requirements, the inspection shall be subject to the generally common practice of the respective industrial branch in the production country.

7. The manufacturer must inform the orderer of these tests in writing soon enough for him to send a representative to the inspections. If the orderer is not represented in spite of having been informed in time, the manufacturer shall submit an inspection log the accuracy of which he can no longer dispute to him.

8. If the object of delivery turns out to be in violation of the contract during the acceptance inspections, the manufacturer shall remove any defect without delay to achieve the contractual condition of the object of the delivery. The orderer shall have the right to demand repeat inspection only in case of essential defects.

9. The manufacturer shall assume all costs for the inspections performed at the site of production. The orderer shall, however, assume all travelling expenses and costs of living for his representatives in connection with the inspections.

PREPARATION WORK AND WORKING CONDITIONS

10. The manufacturer shall deliver the drawings for assembly of the object of delivery and all instructions required to build suitable foundations to place the object of delivery and the required equipment in the location where the object of delivery is to be set up and to establish all the required connections to the work in time.

11. The orderer shall provide all facilities in time and ensure that the assembly of the object of delivery and the conditions required for proper use of the work are met. This shall not apply to any preliminary work to be performed by the manufacturer according to the contract.

12. The orderer must perform the preliminary work according to the drawings and instructions delivered by the manufacturer according to item 10. The work must be completed in time. In any case, the orderer must ensure that the foundations are appropriately resilient. If the orderer is responsible for transport of the object of delivery to the assembly site, he shall ensure that the object of delivery arrives there in time.

13. The manufacturer shall assume all costs for necessary remedies that are required due to defective or incomplete drawings or instructions according to item 10 where he discovers defectiveness or incompleteness within the period named in item 53 or this is reported to him in writing within this period.

14. The orderer shall be obliged to provide technical help at his expense. Specifically, he shall ensure that:

a) the manufacturer's staff is able to start the work according to the agreed schedule and to work during the common working time. The work can be rendered outside of the regular working time where this appears necessary to the manufacturer and if the orderer has been informed of this in writing within an appropriate period of time.

b) he shall inform the manufacturer in writing in time before commencement of the assembly of any relevant safety provisions that apply at the assembly site. The assembly shall not be performed in any unhealthy or dangerous environment. All necessary safety and protection measures must be taken before starting assembly and maintained during the assembly.

c) the manufacturer's staff will find appropriate accommodation and meals at the assembly site and have access to sanitary

facilities and medical care according to the international standard.

d) he shall provide all cranes required to the manufacturer free of charge and in time at the assembly site, as well as any lifting gear and means of transport within the assembly site, any additional devices, machines, materials and operating equipment (incl. petrol fuels, oils, grease and other materials, gas, water, electrical, steam, compressed air, heating, light, etc.) as well as the measuring and test devices of the orderer available at the assembly site. The manufacturer shall, where foreseeable, inform the orderer of the cranes, lifting gear, measuring and test equipment as well as means of transport that will be needed at the assembly site in writing no later than one month before assembly commences.

e) he shall provide the storage opportunities to protect the object of delivery, the tools and equipment required for the assembly and the personal property of the manufacturer's staff from theft and deterioration to the manufacturer free of charge.

f) the access paths to the assembly site are suitable for the required transport of objects of delivery, parts or equipment of the manufacturer.

NON-COMPLIANCE BY THE ORDERER

15. If it becomes evident to the orderer that he will be unable to comply with his obligations for completion of the work, specifically according to the conditions of items 11, 12 and 14, he shall inform the manufacturer of this in writing without delay under indication of a reason and to specify the time at which he will be able to meet his obligations to the manufacturer if possible.

16. If the orderer does not meet his obligations for completion of the work, specifically according to the conditions of items 11, 12 and 14, without defects and in time, the following shall apply notwithstanding the manufacturer's rights according to item 17:

a) The manufacturer may perform the obligations of the orderer himself subject to his discretion or have them performed by a third party or take other measures suitable under the respective circumstances to avoid or limit the effects of non-performance of the orderer. However, he shall expressly not be obliged to do so.

b) The manufacturer may cease his performance of the contract wholly or in part. He shall inform the orderer of cessation without delay and in writing.

c) If the object of delivery is not located at the assembly site, the manufacturer shall ensure storage of the object of the delivery at the risk of the orderer. On request of the orderer the manufacturer shall insure the object of delivery.

d) If performance of the contract is delayed due to non-performance of the orderer, the orderer shall pay to the manufacturer that part of the contractual price that would have been due without the delay.

e) The orderer shall reimburse the manufacturer for all reasonable costs that are not subject to item 44 or 45 where they arise to the manufacturer due to measures according to para. a), b) or c) of this item.

17. If the completion of the work is prevented due to non-compliance by the orderer according to item 16 and this non-compliance is not due to any circumstance provided for in item 67, the manufacturer may also demand of the orderer in writing that he remedy his non-compliance within a last reasonable grace period. If the orderer does not remedy his non-compliance during this period for a reason that is not due to the fault of the manufacturer, the manufacturer shall have the

right to declare rescission of the contract by written notification. The manufacturer shall then have a claim to reimbursement of the damage incurred by him from the non-compliance of the orderer.

REGIONAL LAWS AND PROVISIONS

18. The manufacturer shall ensure that the work is rendered in compliance with all laws and provisions applicable to the work and that it meets them otherwise as well. On the manufacturer's request, the orderer shall provide him with relevant information about these laws and provisions in writing.

19. The manufacturer shall perform all conversion work, etc., that results from changes to the laws and provisions named in item 18 or changes of generally recognised interpretation principles for them where this is technically possible and reasonable if such change takes place between the date of submission of the offer and acceptance. The orderer shall

assume any separately arising costs and any other consequences that result from such changes, specifically for the conversion work.

20. If the parties do not agree on the separately arising costs and the other consequences of any change to the laws and provisions named in item 18, the manufacturer shall be reimbursed for the conversion work based on the working time required until the dispute is settled according to item 73.

CHANGES

21. Subject to the provisions according to item 25, the orderer shall have the right to demand changes regarding scope, construction and setup of the work until the time of acceptance of the work. The manufacturer shall also have the right to suggest such changes in writing.

22. Change requests must be submitted to the manufacturer in writing and must describe the requested changes in detail.

23. Without delay after having received a change request or having made a change request, the manufacturer shall inform the orderer in writing of whether and, if applicable, how the change can be performed and which changes regarding the contractual price, the production period and any other contractual provisions result from this. The manufacturer shall also inform the orderer of the change if these changes are due to changed laws and provisions according to item 18.

24. If completion of the work is delayed due to disputes between the manufacturer and orderer regarding the consequences of the change, the orderer shall pay that part of the contractual price as downpayment that would have been due if the completion of the work had not been delayed.

25. Subject to the provisions according to item 19, the manufacturer shall not be obliged to perform the changes required by the orderer until the parties have either agreed on the effects on the contractual price the production period and any other contractual conditions, or the dispute has been settled according to item 73.

PASSING OF RISK

26. The risk of loss of or damage to the object of delivery shall pass to the orderer according to the agreed trade clauses that are to be interpreted in accordance with the INCOTERMS valid at conclusion of the contract. If there are no special delivery clauses in the contract, the delivery of the object of delivery shall be "ex works" (EXW). Any kind of risk of loss of or damage to the work not subject to the first paragraph of this item shall pass to the orderer upon acceptance of the work. After passing of the risk, the orderer shall assume the risk for any kind of loss of or damage to the object of delivery or the work if such loss or damage is not due to negligent conduct of the manufacturer.

ACCEPTANCE TESTS

27. If there aren't any deviating agreements, acceptance inspections are performed upon completion of assembly to determine whether the work complies with the contractual provisions regarding acceptance. The manufacturer shall inform the orderer of the readiness of the work for acceptance in writing. This notification shall contain a date for the acceptance tests that gives the orderer enough time to prepare for the inspections and to send a representative to attend them.

28. The orderer shall provide energy, lubricants, water, fuels, raw materials and any other materials that are required for performance of the acceptance tests and the last adjustments during preparation for the acceptance tests at his expense. He shall also set up equipment at his own expense and provide the workers or aids required for performance of the acceptance tests.

29. If the orderer has received a notification according to item 27 and if he does not meet his obligations according to item 28 or otherwise prevents performance of the acceptance tests, the inspections are deemed successfully performed on the day specified as date of the acceptance tests in the notification of the manufacturer.

30. The acceptance tests shall be performed during the regular working time if the contract does not contain any provisions on technical requirements. The inspection shall be subject to the general practice of the respective industry branch in the country of the orderer.

31. The manufacturer shall draw up minutes for the acceptance tests. He shall submit these minutes to the orderer. If the orderer is not represented at the acceptance

tests after having received notification according to item 27, he no longer has the right to dispute accuracy of the acceptance minutes.

32. If the work turns out to be in violation of the contract during the acceptance tests, the manufacturer shall remove any defect without delay. Upon the written request of the orderer, inspections shall be performed according to items 27-31 again without delay. This shall not apply in cases of inessential defects.

ACCEPTANCE

33. The work shall be accepted,

a) if the acceptance tests have been performed successfully or are deemed performed successfully according to item 29; or

b) if the orderer has received a written notification from the manufacturer according to which the work has been completed where it complies with the contractual provisions regarding acceptance; however, this shall only apply in the cases where the parties have not agreed on the performance of acceptance tests. Small defects that do not impair the performance of the work shall not be any reason to refuse acceptance.

34. The orderer shall not have the right to use the work or a part of it before acceptance. Otherwise, the work is deemed accepted by him except with the written consent of the manufacturer. The manufacturer shall then no longer be obliged to perform any acceptance tests.

35. After acceptance of the work according to item 33 or 34, the period described in item 53 shall commence. The orderer shall issue a certificate of the time of acceptance of the work on the manufacturer's request. If the orderer does not issue such certificate anyway, this shall not impair acceptance according to items 33 and 34.

COMPLETION

DELAYS BY THE MANUFACTURER

36. The work is deemed completed upon acceptance according to item 33 or 34.

37. If the parties have agreed on a period at the end of which acceptance is to take place instead of a completion date, such period shall start once the contract has been concluded, all official formalities handled, all payments due at conclusion of the contract made, and any possibly agreed collateral and all other prerequisites met.

38. If it becomes evident to the manufacturer that he will be unable to meet his obligations within the contractually agreed periods, he shall inform the orderer of this in writing without delay, state the reasons and, if possible, the expected time of performance. If the manufacturer does not inform the orderer accordingly, the orderer shall have the right to demand reimbursement of the expenses that result to him due not having received such information.

39. The manufacturer shall have a claim to extension of the completion period if a delay is due to;

a) a circumstance specified in item 68 or

b) conversion work according to item 19 or

c) changes according to items 21-25 or

d) cessation of performance according to items 16,

47 or 71 or

e) action or omission of the orderer.

The period shall be extended appropriately according to the respective circumstances. This provision shall be applicable independently of whether the reason for the delay occurs before or after the agreed completion date.

40. A delay by the manufacturer shall be present if the work is not completed at the completion date specified in items 36, 37 and 39. The delay of the manufacturer shall give the orderer a claim to payment of the liquidated damages from the date on which the work would have had to be completed. The liquidated damages shall be specified at 0.5 per cent of the contractual value for each full week of the delay. The liquidated damages must not exceed 3 per cent of the contractual value. If only part of the work is delayed, the liquidated damages shall be determined based on that part of the contractual price that corresponds to the part of the work that cannot be used as intended due to the delay. The liquidated damages shall fall due upon written assertion by the orderer, but not before completion of acceptance or termination of the contract according to item 41.

41. If the delay by the manufacturer is so considerable that the orderer can claim the maximum of the liquidated damages according to item 40, and the work has not been completed yet, he shall have the right to set the manufacturer

a last appropriate grace period of at least one week for completion in writing. If the manufacturer does not complete the work within this last grace period and this is not done for a reason not due to the orderer's fault, the orderer may declare rescission of the contract regarding that part of the work that cannot be used as intended due to the manufacturer's delay upon written notification of the manufacturer.

If the orderer declares rescission of the contract, he shall have a claim to reimbursement for the damage arising to him due to the manufacturer's delay. The total height of the compensation, including the liquidated damages according to item 40, must not exceed 7.5 per cent of that part of the contractual price that corresponds to the part of the work regarding which the contract was terminated.

The orderer shall also have the right to terminate the contract by written notification of the manufacturer if it is clear without doubt from the circumstances that the completion of the work will be delayed by a period due to which the orderer would be due the maximum rate of damages according to item 40.

If the contract is terminated for this reason, the orderer shall be due the maximum damages rate and compensation according to item 41.

The orderer shall only have the right to declare rescission of the entire contract if he proves that he has no interest in performance of the entire contract without the affected partial performance, and specifically that subsequent performance of the affected part by the manufacturer or third parties cannot restore this interest even subject to impairment.

42. The claims of the orderer in case of delay by the manufacturer shall be limited to the liquidated damages according to item 40 and rescission of the contract subject to limited compensation according to item 41. All other claims against the manufacturer regarding such delays shall be excluded except in case of culpable violation of essential contractual obligations, wilful intent or gross negligence according to item 2 are present on the manufacturer's side.

PAYMENTS

43. Unless agreed on differently, payment shall take place as follows:

a) At assembly according to time rates: 30% of the estimated price for the work at conclusion of the contract; 30% at commencement of production, 30 % after acceptance and 10% after commissioning, no later than 30 days after delivery. Payments for the assembly must be made against monthly invoices.

b) If assembly is included in the contractual price as a liquidated damages, 30% of the contractual price shall be due at conclusion of the contract, 30% at commencement of production, 30 % after acceptance and 10% after commissioning, no later than 30 days after delivery.

44. For assembly according to time rates, the following items are invoiced separately:

a) Any travelling costs incurred by the manufacturer for his staff, as well as costs for transport of his tools and the personal luggage at an appropriate scope according to the type and class of means of transport agreed on in the contract if applicable;

b) Deployment pay, including an appropriate allowance, for each day of absence of the assembly staff from their place of residence, including resting days and holidays;

c) The working time performed charged by hours that the orderer has documented as time worked by his signature on the respective hour vouchers. Overtime, Sunday, holiday and night work shall be settled according to separate rates. The rates shall be according to the agreement made in the contract; if there is no such agreement, they shall be according to the rates usually charged by the manufacturer. Unless agreed on differently, the hourly rates shall include wear of tools and light equipment of the manufacturer;

d) The time required for: preparation and formalities regarding travelling costs both ways;

travelling both ways and other travels to which the staff has a claim according to applicable law, applicable provisions or collective-bargaining agreement in the manufacturer's country; the daily drive back and forth between the accommodation and the assembly site if it exceeds half an hour per direction and there is no appropriate accommodation closer to the assembly site;

Bridging of times in which work is prevented by circumstances not due to the fault of the manufacturer according to the contract;

With all of these items being subject to the rates specified in (c);

e) Contractual expenses of the manufacturer for the provision of equipment by him and any fees for use of his heavy tools;

f) Taxes and charges to be paid by the manufacturer on the invoiced amount in the country where the assembly takes place.

45. In case of assembly for a liquidated damages, the agreed price shall include all items named in item 44 (a) up to and including (e). If the assembly is delayed for reasons due to the fault of the orderer or one of his contracting partners, but not the manufacturer, the orderer shall compensate the manufacturer for:

a) waiting times and additional travelling times;

b) costs and additional work due to the delay, including removal, securing and setup of the assembly equipment;

c) additional costs, specifically costs incurred by the manufacturer by his equipment being bound at the assembly site for longer than intended;

d) additional deployment money and travel expenses for the assembly staff;

e) additional financing and insurance fees;

f) other approved costs incurred by the manufacturer due to deviations from the assembly programme.

46. Notwithstanding the payment medium used, the payment shall only be deemed made when the full amount is credited to the manufacturer's account irrevocably.

47. If the orderer has entered arrears of payment, the manufacturer may charge default interest from the due date onwards. The interest rate shall be agreed between the parties. If there is no such provision, an interest rate of 8 percentage points above the base interest rate of the European Central bank is deemed agreed. In case of arrears of payment, the manufacturer may cease performance of his own contractual obligations upon written information of the orderer until receipt of the payments. If the orderer has entered arrears with his due payments for more than three months, the manufacturer may declare rescission of the contract by written notification of the orderer and demand reimbursement for the damage incurred by him from the orderer. The damages must not exceed the contractual price.

RESERVATION OF TITLE

48. Title in the object of delivery shall remain with the manufacturer until complete payment of the contractual price

— including payment for assembly of the object of the delivery

— and any other claims the manufacturer has against the orderer from the business relationship, if such reservation of title is legal under applicable law. The manufacturer shall have the right to take back the object of the delivery if the orderer violates the contract.

Where the value of all collateral that the manufacturer holds by this exceeds the amount of all secured claims by more than 20%, the orderer may demand that the manufacturer release the part of the collateral exceeding this value. On request of the supplier, the orderer shall support him comprehensively in his efforts to protect the title of the manufacturer in the object of delivery in the respective country. The reservation of title shall not affect the provisions on passing of risk according to item 26.

The orderer shall be obliged to treat the object of delivery with care while title has not passed to him. Specifically, he shall be obliged to have it insured sufficiently at the reinstatement value against theft, fire and water damage as well as against any other comparable damage at his own expense. If any maintenance and inspection work is required, the orderer shall perform it in time at his own expense. Until title has passed, the orderer shall inform the manufacturer in writing without delay if the delivered object is seized or otherwise subject to third-party access. Where the third party is unable to reimburse the manufacturer for any court and out-of-court costs for a claim pursuant to § 771 ZPO, the orderer shall be liable for the loss incurred by the manufacturer.

49. The orderer is granted the right to dispose of the objects subject to collateral rights in the proper course of his business. He hereby assigns any claims against his customers from

such sales to the manufacturer, but is authorised to collect these in his own name as long as he meets his due obligations towards the manufacturer. This assignment shall apply independently of whether the object has been sold on without or after processing. The manufacturer shall only disclose the assignment to the orderer's customers if the latter does not meet his due obligations towards the manufacturer or if there is any indication of the orderer being unable to pay his debts or if his ability to pay is considerably impaired.

The processing and finishing or conversion of the object of delivery by the orderer shall always take place in the name and on the order of the manufacturer. In this case, the orderer's right in the purchased object shall continue in the converted object. Where the object of delivery is processed with any other objects that do not belong to the manufacturer, he shall acquire joint title in the new object at the ratio of the objective value of the object of delivery to the other processed objects at the time of processing. This shall apply to mixing accordingly. If mixing takes place in such a manner that the object of the orderer is considered the main object, it is agreed that the orderer grant the manufacturer a prorated joint title and keep the sole or joint property created like this for him. To secure the manufacturer's claims against the orderer, the orderer also assigns such claims to the manufacturer as he acquires against a third party from connection of the goods subject to reservation of title with a property; the manufacturer hereby accepts this assignment.

The transport of any object subject to reservation of title to an operating site outside of Germany shall be inadmissible without the manufacturer's advance consent even if title in the object is not transferred to any third parties by this. Sale by way of sale-and-lease-back shall not be deemed disposal in the proper course of business. It shall require the advance consent of the manufacturer. Notwithstanding this, claims that arise to the orderer from the sale shall be included by the assignment agreed on in the above paragraph.

LIABILITY FOR DEFECTS BEFORE ACCEPTANCE

50. The manufacturer shall be liable for any damage occurring to the work before passing of risk to the orderer. This shall apply independently of the reason causing the damage where the damage was not caused by the orderer directly or by a third party for whom the orderer is responsible in connection with performance of this contract. In cases where the manufacturer is not liable for damage to the work according to this item, he shall also remove the damage at the orderer's expense upon the orderer's request.

51. The manufacturer's liability for damage to the property of the orderer until acceptance of the work shall be limited to those cases where the manufacturer or a third party for whom the manufacturer is responsible in the scope of performance of the contract has caused the damage negligently. The manufacturer shall, however, never be liable for loss of production, lost profit or other economic consequential damage.

LIABILITY FOR DEFECTS

52. According to the proviso of items 53 up to and including 66, the manufacturer shall be obliged to remove any defects or deviations (hereinafter "defect/defects") of the work that are due to any defect of construction, material or craftsmanship, where the construction, production or performance is part of the scope of services.

53. The manufacturer's liability shall be limited to defects that occur within one year of acceptance. If the daily operating time of the work exceeds the agreed scope, the period shall reduce accordingly. If acceptance is delayed for reasons due to the orderer's fault, the manufacturer's liability for damage, except for the case intended for in item 54, shall end no later than 18 months after delivery of the object of delivery.

54. If a defect in a part of the work is removed, the manufacturer shall be liable for defects of the replaced or repaired parts for one year, subject to the same warranty conditions as for the original work. For all other parts, the period named in item 53 shall solely extend by the duration of the interruption of operations of the work

55. The orderer shall report any defect that occurs to the manufacturer without delay. Any such complaint about a defect shall in any case take place within two weeks of the end of the period named in item 53.

The complaint shall describe the defect. If the orderer does not report the defect to the manufacturer in writing within the

period named in this item, he shall lose his right to removal of the defect. If the defect might cause damage, the orderer shall inform the manufacturer in writing without delay. The orderer shall assume the risk of damage resulting from lack of reporting.

56. Upon receipt of the complaint for defects according to item 55, the manufacturer shall remove the defect without delay and at his expense according to items 52 up to and including 66. The defect generally must be removed at the assembly site; however, it shall be subject to the manufacturer's discretion to have the defective part or the object of delivery returned to him for the purpose of repair or replacement.

If the work for removal of the defect is performed at the assembly site, items 14 and 51 shall apply accordingly. The manufacturer shall be obliged to install and remove the object of delivery where this is necessary and requires special knowledge. If such special knowledge is not needed, the manufacturer's obligation regarding the defect shall end with the delivery of the properly repaired or replaced part to the orderer.

57. If the orderer has reported the defect according to item 55 and if no defect can be found for which the manufacturer is liable, the orderer shall reimburse the manufacturer for the damage incurred by the supplier from this complaint.

58. The orderer shall ensure the removal and installation of equipment objects that are not part of the work at his own expense where this is required for removal of the defect.

59. Unless agreed on differently, the required transport of the object of delivery and/or the parts of the object of delivery to and from the manufacturer in connection with removal of defects the manufacturer is liable for shall be at the risk and cost of the manufacturer. The orderer shall comply with the manufacturer's instructions for this transport. If the work is not located at the assembly site, the orderer shall assume any additional costs incurred by this by the manufacturer for removal of defects.

60. Replaced defective parts must be provided to the manufacturer and title in them will pass to him.

61. If the manufacturer does not meet his obligations according to item 56 within an appropriate period of time, the orderer may set a last grace period for the manufacturer in writing within which the manufacturer has to meet his obligations.

If the manufacturer does not meet his obligations within this set period, the orderer may perform the required repairs or have them performed by a third party at the expense and risk of the manufacturer.

If the repair has been completed successfully by the orderer or a third party, all claims of the orderer towards the manufacturer regarding this defect shall be covered upon reimbursement of the appropriate costs that have been incurred by the orderer.

62. If subsequent improvement according to item 61 fails,

a) the orderer may demand reduction of the contractual price corresponding to the reduced value of the work, with the reduction never exceeding 7.5 per cent of the contractual price; or

b) if the defect is so essential that the orderer loses his interest in the contract, the orderer may declare rescission of the contract upon written notification to the manufacturer. The orderer shall then have the right to demand damages of up to 15 per cent of the contractual price.

63. The manufacturer shall not be liable for defects due to the materials provided by the orderer or any construction specified by the orderer.

64. The manufacturer shall only be liable for such defects that occur under the contractually intended operating conditions and at proper use of the work. The manufacturer shall not be liable for defects due to bad maintenance or defective repair by the orderer, or due to changes without the manufacturer's written consent.

The manufacturer's liability shall also not cover normal wear or tear or deterioration.

65. Notwithstanding the provisions according to items 52 - 66, the manufacturer's liability for defects in any part of the work shall be limited to 12 months from commissioning or no more than 15 months from delivery in single-shift operation.

66. Subject to the provisions according to items 52-65, the manufacturer shall not be liable for defects. This shall include any damage caused by the defect, as well as production downtimes, lost profit or other indirect or consequential damage. The manufacturer's limitation of liability shall not apply in case of wilful intent or gross negligence according to

item 2 or at culpable violation of life, body or health. The limitation of liability shall also not apply in case of culpable violation of essential contractual obligations. In case of simple negligence, the manufacturer shall only be liable for the reasonably foreseeable damage typical for the contract. The limitation of liability shall also not apply in cases where the product liability act requires liability for defects of the work causing injury or property damage to privately used objects. It also shall not apply to defects that the manufacturer concealed maliciously or the absence of which he warranted.

Where liability is excluded or limited, the personal liability of the employees, contractors, workers, statutory representatives and sub contractors of the manufacturer shall be affected accordingly.

FORCE MAJEURE

67. Each party has the right to cease performance of its contractual obligations as far as this performance is rendered impossible or made unreasonably more difficult by the following circumstances: labour dispute and any circumstances independent of the party's will, such as fire, war, general mobilisation, riot, requisition, confiscation, embargo, limitation of energy consumption and defective or delayed deliveries from subcontractors due to one of the circumstances listed in this item. Any circumstance occurring before or after conclusion of the contract according to this item shall only justify ceasing performance of the contractual obligations where its effects on the performance of the contract were not foreseeable yet at conclusion of the contract.

68. The party citing force majeure shall inform the other party of the occurrence and the end of any such circumstance without delay and in writing. If force majeure keeps the orderer from performing his contractual obligations, he shall reimburse the manufacturer for any costs incurred for securing and protection of the work.

69. Notwithstanding any effects specified in these general delivery terms, each party shall have the right to declare rescission of the contract by written notification of the other party if the cessation of performance of the contract according to item 67 continues for more than six months.

FORESEEABLE NON-PERFORMANCE

70. Notwithstanding any deviating rules in these general terms and conditions regarding cessation of performance, either party shall have the right to cease performance of its obligations if the circumstances show without doubt that the other party will not be able to meet its obligations. A party ceasing performance of its contractual obligations shall inform the other party of this without delay and in writing.

FINAL PROVISIONS

71. The contract is subject to the material law of the supplier's or manufacturer's country.

72. If general reference to German law is not admissible in the foreign state at delivery or assembly abroad, the rules of the foreign law that come closest to German law are deemed agreed.

73. The place of jurisdiction for any disputes resulting from the contractual relationship, including cheque and bill of exchange matters, shall be Mettmann, Germany. If the orderer is a full merchant, a legal entity of public law or a public-law special fund. The supplier or manufacturer shall, however, also have the right to raise a claim before the court relevant for the orderer.

If the order confirmation does not indicate anything different, the place of performance for services of the manufacturer shall be Erkrath, Germany

74. Changes, including subsequent changes and amendments of these terms and conditions shall require written form. This shall also apply to the revocation of the requirement of written form.

75. If any provision of these delivery conditions is invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the corresponding statutory rule.

Effective: 01.01.2015

Part 3

GENERAL CONDITIONS FOR REPAIRS

PREFACE

1. These general terms and conditions shall apply exclusively. We do not accept any deviating purchasing conditions or repair conditions of the customer, unless we have expressly agreed to their application in writing. These general terms shall apply even if we perform a repair without reservations in spite of knowing of the customer's deviating purchasing or repair conditions. The general terms and conditions phrased here shall apply to all future transactions between the parties. The retention of title according to items 36, 37 shall apply in its simple, expanded and extended form even if it is excluded in our contracting partners' general terms and conditions. No oral side agreements have been made before or at conclusion of the contract.

The contractor's offer shall be subject to confirmation unless the order confirmation states differently or something different has expressly been declared in writing. A contract shall only be entered into if an order has been confirmed in writing or the order is being performed.

If the object to be repaired was not delivered by the contractor, the orderer shall indicate any present commercial property rights regarding the object; if the contractor is not at fault, the orderer shall release the contractor from any claims of third parties from commercial property rights.

DEFINITION OF TERMS

2. In these general terms and conditions, the following terms have the following meaning: "Contract" means the written agreement about performance of work between the parties and all Annexes, including any agreed supplements and amendments to the above documents. "Contractual price" shall be the price to be paid for the repair. Hat die repair is to take place within a specific period and if it is not completed by then, the contractual price shall be made up of the price for the repair plus 5 per cent or any other percentage to be agreed between the parties.

"Gross negligence" describes an action or omission in which the respective party either did not apply the usual diligence regarding the occurrence of severe consequences that a responsible contracting party would usually have foreseen, or where the respective party deliberately ignored the consequences of such an action or omission. "In writing" means by signed original document, signed telefax or by email or other form agreed by the parties in the above manner.

"Site of repair" shall be the location where the repair is to take place and shall also comprise the adjacent areas that are required for unloading, storage and internal transport of the required repair equipment.

PRODUCT INFORMATION

3. The statements and information contained in general product documentation and price lists — in electronic or other form — shall only be binding where the contract expressly refers to them.

DRAWINGS AND DESCRIPTIONS

4. If one party provides the other party with drawings, technical documents and similar information of a physical and intangible manner— also in electronic form —, about the repair before or after conclusion of the contract, these shall remain the property of the party submitting them.

5. If one party receives drawings, technical documents or other technical information, it must only use these for the intended purpose without the consent of the other party. They must not be used for any other purposes, copied, reproduced, provided to third parties or disclosed without the written consent of the submitting party. This shall not apply to any information that was already publicly known at the time of publication.

This obligation shall commence with the first receipt of the documents and end 36 months after the end of the business relationship.

IMPOSSIBLE REPAIRS

6. The services rendered for making a cost estimate and the other expenses occurred and documented (time spent to find the problem equals working time) shall be charged to the orderer if the repair cannot be performed for reasons not due to the contractor's fault, specifically because

- the error subject to complaint did not occur during the inspection,
- spare parts cannot be procured,
- the orderer has culpably missed the agreed date,
- the contract was terminated during performance.

7. The object of repair only needs to be returned to its original condition at the express request of the orderer and against reimbursement for the costs, except if the work performed was not necessary.

8. If the repair was not performed, the contractor shall not be liable for damage to the object of repair, violation of any secondary contractual obligations and for damage arising not at the object of repair as such, no matter the legal reason the orderer cites.

The contractor, in contrast, shall be liable in case of wilful intent, gross negligence of the holder/bodies or managing employees and in case of culpable violation of essential contractual obligations.

In case of culpable violation of essential contractual obligations, the contractor shall be liable — except in cases of wilful intent and gross negligence of the owner/bodies or managing employees — only for the reasonably foreseeable damage typical for the contract.

Furthermore, the contractor shall be liable in case of violation of life, body or health.

COST SPECIFICATIONS, COST ESTIMATE

9. Where possible, the orderer shall receive information on the expected repair price at conclusion of the contract; otherwise, the orderer may set cost limits.

If the repair cannot be performed within these costs or if the contractor believes further work to be required during the repair, the orderer's consent must be collected if the indicated costs are exceeded by more than 15%. If this obligation is violated, the orderer shall only be released from his obligation to pay the additional costs exceeding the 15% named where he would have been able to avoid these costs at timely information, subsequent termination of the order and completion by third parties.

10. If a cost estimate with binding price indications is desired before performance of the repair, this shall be expressly demanded by the orderer. Any such cost estimate shall only be binding — unless agreed on differently — if made in writing. It is subject to compensation. The services rendered for making the cost estimate shall not be charged to the orderer where they can be used for performance of the repair.

PRICES AND PAYMENT

11. The contractor shall have the right to demand an appropriate advance payment at conclusion of the contract.

12. When charging the repair, the prices for parts, materials, and services used, as well as the prices for the work performed, travelling and transport costs, shall be indicated separately each. If the repair is performed based on a binding cost estimate, reference to the cost estimate shall be sufficient, with only deviations in the scope of performance to be listed separately.

13. VAT shall be additionally charged at the respective statutory amount at the expense of the orderer.

14. Any correction of the invoice by the contractor and any complaints by the orderer must be made in writing no later than four weeks after receipt of the invoice.

15. Payment shall be made without discount at acceptance and handover or submission of the invoice.

16. Retention of payments or setoff due to any counterclaims of the orderer that are disputed by the contractor or not legally validly determined shall be excluded.

CONTRIBUTION AND TECHNICAL AID OF THE ORDERER IN REPAIRS OUTSIDE OF THE CONTRACTOR'S FACTORY

17. The orderer shall support the repair staff in performance of the repair at his expense.

18. The orderer shall take the special measures required to protect persons and objects at the site of repair. He shall also inform the repair manager of any present special safety provisions where they are of any importance for the repair staff. He shall inform the contractor of any violations of such safety provisions by the repair staff. In case of severe violations, he may refuse the offenders access to the repair site in coordination with the repair manager.

19. In the scope of his free technical aid, the orderer shall specifically ensure that:

a) the contractor's staff is able to start work according to the agreed schedule and to work during the common working time. The work can be rendered outside of the regular working time if this appears necessary to the contractor and if the orderer has been informed of this in writing within an appropriate period of time.

b) he informs the contractor of any relevant safety provisions that apply at the site of repair in writing in time before commencement of assembly. The repair shall not be performed in any unhealthy or dangerous environment. All necessary safety and protective measures must be taken before commencement of the repair and maintained during repair.

c) The contractor's staff can be provided with appropriate accommodation and meals in the proximity of the site of repair and is given access to sanitary facilities and medical care in correspondence with the international standard.

d) he provides the contractor with all required cranes, lifting gear and means of transport within the site of repair, additional devices, machines, materials and operating materials (including petrol fuels, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, light, etc. and the measuring and test devices of the orderer available at the site of repair free of charge and on time at the site of repair. The contractor shall inform the orderer, where foreseeable, of which cranes, lifting gear, measuring and test devices, as well as means of transport within the site he needs no later than two weeks before commencement of the repairs.

e) he shall provide the storage opportunities to protect the object of delivery, the tools and equipment required for the repair and the personal property of the contractor's staff from theft and deterioration to the contractor free of charge.

f) the access paths to the site of repair are suitable for the required transport of objects of delivery, parts or equipment of the contractor.

20. The technical help of the orderer must warrant that the repair can be started without delay after receipt of the repair staff and continued without delay until acceptance by the orderer. Where special plans or instructions of the contractor are required, he shall provide these to the orderer in time.

21. If the orderer does not meet his obligations, the contractor shall have the right, but not the obligation, to perform the actions subject to the orderer in his place and at his expense upon setting a grace period. Apart from this, the statutory rights and claims of the contractor shall not be affected.

TRANSPORT AND INSURANCE AT REPAIR IN THE CONTRACTOR'S FACTORY

22. If not agreed differently in writing, any delivery and return transport of the object of repair — including any packaging and loading — shall be performed at the orderer's account upon his request; otherwise, the object of repair shall be delivered to the contractor by the orderer at his expense and collected from the contractor by the orderer again upon performance of the repair.

23. The orderer shall assume the transport risk.

24. On request of the orderer, insurance against the transport damage eligible for insurance, e.g. theft, damage, fire or any other damage, shall be taken out at his expense for the delivery and, if applicable, return.

25. During the repair time in the contractor's factory, insurance protection shall not apply. The orderer shall ensure continuation of the present insurance protection for the object of repair e.g. regarding fire, tap water, storm and machine damage insurance. Only at the express wish and expense of the orderer can insurance protection against these risks be procured.

26. If handing over to the orderer is delayed, the contractor may charge storage fees for storage in his factory. The object of repair may also be stored elsewhere at the discretion of the

contractor. Costs and risk of storage shall be at the expense of the orderer.

REPAIR PERIOD, REPAIR DELAY

27. The information on the repair periods is based on estimates and therefore non-binding.

28. The orderer can only demand agreement on a binding repair period, which must be designated as binding, after the scope of work has been specified precisely.

29. The binding repair period is complied with if the object of repair is ready to be taken over by the orderer, and in case of contractually intended testing for testing, at its end.

30. If additional and expansion orders are placed later, or if any additional repair work is required, the agreed repair period shall extend accordingly.

31. If the repair is delayed due to measures in the scope of labour dispute, specifically strike and lockout, or because of the entry of circumstances not due to the contractor's fault, the repair period shall be extended appropriately where such obstacles verifiably essentially affect the completion of the repair.

32. If the orderer incurs any damage due to default of the contractor, he shall have the right to charge liquidated damages default compensation. This shall be 0.5 % for each full week of the delay, but as a whole no more than 3% of the repair price for the part of the object to be repaired by the contractor that cannot be used in time due to the delay.

If the orderer sets an appropriate grace period for performance for the contractor — under consideration of the statutory exceptions — after the due date and if the period is not complied with, the orderer shall have the right to declare rescission in the scope of the statutory provisions. On request of the contractor, he commits to stating within an appropriate period of time whether he wants to make use of his rescission right.

Any other claims for default shall be solely according to item 45 of these conditions.

ACCEPTANCE

33. The orderer shall be obliged to accept the repair work once its completion has been indicated to him and any contractually intended testing of the object of repair has been performed. If the repair turns out to be not according to the contract, the contractor shall be obliged to remove the defect. This shall not apply if the defect is inessential for the orderer's interest or due to circumstances due to the fault of the orderer. If there is any non-essential defect, the orderer cannot refuse acceptance.

34. If acceptance is delayed without any fault of the contractor, acceptance is deemed made after the end of two weeks from notification of the completion of the repair.

35. Upon acceptance, the contractor's liability for recognisable defects shall lapse where the orderer has not reserved assertion of a specific defect.

RESERVATION OF TITLE

36. Title in all accessories, spare parts and replacement units used shall remain with the contractor until complete payment of the contractual price and any other claims due to the manufacturer against the orderer from the business relationship, if such reservation of title is valid under applicable law. The contractor shall have the right to take back the object of delivery if the orderer violates the contract.

Where the value of all collateral that the contractor holds by this exceeds the amount of all secured claims by more than 20%, the orderer may demand that the contractor release the part of the collateral exceeding this value. On request of the contractor, the orderer shall support him comprehensively in his efforts to protect the title of the contractor in the object of delivery in the respective country. The reservation of title shall not affect the provisions on passing of risk.

The orderer shall be obliged to treat the object of delivery with care while title has not passed to him. Specifically, he shall be obliged to have it insured sufficiently at the reinstatement value against theft, fire and water damage as well as against any other comparable damage at his own expense. If any maintenance and inspection work is required, the orderer shall perform it in time at his own expense. Until title has passed, the orderer shall inform the contractor in writing without delay if the delivered object is seized or otherwise subject to third-party access. Where the third party is unable to reimburse the

supplier for any court and out-of-court costs for a claim pursuant to § 771 ZPO, the orderer shall be liable for the loss incurred by the contractor.

37. The orderer is granted the right to dispose of the objects subject to collateral rights in the proper course of his business. He hereby assigns any claims against his customers from such sales to the contractor, but is authorised to collect these in his own name as long as he meets his due obligations towards the contractor. This assignment shall apply independently of whether the spare parts have been sold on without or after processing. The contractor shall only disclose the assignment to the orderer's customers if the latter does not meet his due obligations towards the contractor or if there is any indication of the orderer being unable to pay his debts or if his ability to pay is considerably impaired.

The processing and finishing or conversion of the object of delivery by the orderer shall always take place in the name and on the order of the contractor. In this case, the orderer's right in the purchased object shall continue in the converted object. Where the object of delivery is processed with any other objects that do not belong to the contractor, he shall acquire joint title in the new object at the ratio of the objective value of the object of delivery to the other processed objects at the time of processing. This shall apply to mixing accordingly. If mixing takes place in such a manner that the object of the orderer is considered the main object, it is agreed that the orderer grant the contractor a prorated joint title and keep the sole or joint property created like this for him. To secure the contractor's claims against the orderer, the orderer also assigns such claims to the supplier as he acquires against a third party from connection of the goods subject to reservation of title with a property; the contractor hereby accepts this assignment.

The transport of any object subject to reservation of title to an operating site outside of Germany shall be inadmissible without the contractor's advance consent even if title in the object is not transferred to any third parties by this. Sale by way of sale-and-lease-back shall not be deemed disposal in the proper course of business. It shall require the advance consent of the contractor. Notwithstanding this, claims that arise to the orderer from the sale shall be included by the assignment agreed on in the above paragraph.

CLAIMS FOR DEFECTS

38. After acceptance of the repair, the contractor shall be liable for defects of the repair under exclusion of any other claims of the orderer notwithstanding items 43-45 so that he has to remove the defects. The orderer shall report any defects found to the contractor in writing without delay.

39. The contractor shall not be liable if the defect is inessential for the orderer's interest or if it is due to any circumstance due to the orderer's fault. This shall specifically apply regarding the parts provided by the orderer.

40. In case of any changes or repairs performed improperly by the orderer or third parties without the advance consent of the contractor, the contractor's liability for resulting consequences shall be revoked. Only in urgent cases of danger to safety of operations and to defend against unreasonably high damage, which must be reported to the contractor at once, or if the contractor lets an appropriate period for removal of the defect — under consideration of the statutory exceptions — pass without result, shall the orderer have the right in the scope of the statutory provisions to remove the defect himself or to have it removed by third parties and to claim reimbursement for the necessary expenses from the contractor.

41. Of the direct costs arising for removal of the defects, the contractor shall assume — if the complaint turns out to be justified — the costs for the replacement piece including shipping. He shall also assume the costs for removal and installation, as well as the costs for any required provision of the necessary installers and helpers, including travelling expenses, where this does place an unreasonable burden on the contractor.

42. If the contractor lets a period set for him for removal of the defects pass without result — under consideration of the statutory exceptions —, the orderer shall have a right of reduction in the scope of the statutory provisions. Only if the repair is verifiably not of interest to the orderer in spite of the reduction, can the orderer declare rescission of the contract.

Further claims shall solely be according to item 45 of these conditions.

LIABILITY OF THE CONTRACTOR, EXCLUSION OF LIABILITY

43. If parts of the object of repair are damaged due to the contractor's fault, the contractor shall repair them or replace them at his choice and at his expense. The obligation to replace shall be limited in height to the contractual repair price. Apart from this, item 45 shall apply.

44. If the object of repair cannot be used according to the contract by the orderer due to the contractor's fault because of neglected or defective performance of the suggestions and consultations made before or after conclusion of the contract

or any other contractual secondary obligations — specifically instructions for operation and maintenance of the object of repair —, the rules of items 38 — 43 and item 45 shall apply under exclusion of any other claims of the orderer.

45. Subject to the provisions according to items 38-44, the contractor shall not be liable for defects. This shall include any damage caused by the defect, as well as production downtimes, lost profit or other indirect or consequential damage. The contractor's limitation of liability shall not apply in case of wilful intent or gross negligence or at culpable violation of life, body or health. The limitation of liability shall also not apply in case of culpable violation of essential contractual obligations. In case of simple negligence, the contractor shall only be liable for the reasonably foreseeable damage typical for the contract. The limitation of liability shall also not apply in cases where the product liability act requires liability for defects of the object of delivery causing injury or property damage to privately used objects. It also shall not apply to defects that the contractor concealed maliciously or the absence of which he warranted.

Where the liability is excluded or limited, this shall also apply to the personal liability of the employees, contractors, workers, statutory representatives and servants of the contractor.

EXPIRATION

46. All claims of the orderer — no matter the legal reason — shall expire after 12 months. Damages claims according to item 45 shall be subject to the statutory periods. If the contractor renders repairs to a building and causes it to be defective by this, the statutory periods shall apply as well.

REPLACEMENT BY THE ORDERER

47. If any devices or tools provided by the contractor are damaged at the site of repair during repair work outside of the contractor's factory without any fault of the contractor, or if they are lost without his fault, the orderer shall be obliged to compensate for such damage. Damage due to normal wear is not considered.

FINAL PROVISIONS

48. The contract shall be subject to the material law of the contractor's country.

49. If general reference to German law is not admissible in the foreign state at delivery abroad, the rules of the foreign law that come closest to German law are deemed agreed.

50. The place of jurisdiction for any disputes resulting from the contractual relationship, including cheque and bill of exchange matters, shall be Mettmann, Germany if the orderer is a full merchant, a legal entity of public law or a public-law special fund. The supplier shall, however, also have the right to raise a claim before the court relevant for the customer.

If the order confirmation does not indicate anything different, the place of performance for services of the supplier shall be Erkrath, Germany.

51. Changes, including subsequent changes and amendments of these terms and conditions shall require written form. This shall also apply to the revocation of the requirement of written form.

52. If any provision of these delivery conditions is invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the corresponding statutory rule.

Effective: 01.01.2015