

## I. General

1. Our General Standard Terms and Conditions apply in their respective newest version to all current and future orders of domestic and international customers, if we have not expressly acknowledged deviations in writing. Subsidiary agreements and subsequent modifications are binding for us only after our written confirmation. Acceptance of our deliveries and services is deemed acceptance of our General Standard Terms and Conditions.
2. Any purchasing conditions of the customer are binding for us only after express and written acknowledgement.
3. Agreements of the customer with traveling salesmen, representatives and agents are binding for us only after our written confirmation. Our representatives and traveling salesmen are only entitled to accept cash and checks when presenting authority to collect.
4. We are authorized to process data of the customer in connection to the business relation in the sense of the federal data privacy act.

## II. Offers and Conclusion of Contracts

1. Our offers are always subject to change (without notice), insofar as we do not expressly designate them as being binding.
2. The contract for delivery is only closed by our written order confirmation, or, if such is not issued or only together with the invoice, by implementation of the delivery or service.
3. The information, drawings, illustrations and technical specifications, etc., contained in catalogs, price lists or documentation association with the offer are approximations customary for the industry, unless they are expressly designated as binding in the order confirmation. Excess and short deliveries are deemed agreed in the usual scope.

## III. Prices

1. All prices are understood excluding value added tax. The value added tax applicable at the time of delivery is billed separately.
2. All prices are applied ex works and do not include packaging, freight, postage and protection from inflation.
3. If nothing to the contrary has been expressly agreed in writing, then prices in Euro at the time of respective delivery apply to all orders based on our offers, catalogs, brochures and price lists.
4. Any discounts granted lapse in case of judicial or extrajudicial composition proceedings, bankruptcy or default of payment and in case of judicial collection procedures. The same legal consequences occur on the 31<sup>st</sup> day after due date of the invoice.
5. For reasons of expenses, orders with an invoice total of less than € 50.-- cannot be filled.

## IV. Delivery Periods

1. We strive to comply with delivery periods and delivery dates stated by us. For lack of an express guarantee, they still only have the function of providing the customer with a rough estimate of the delivery date.
2. If, in exceptional cases, written delivery periods and delivery date have been agreed binding, then these are only valid, if at the time of such written promise all commercial and engineering details have been finally settled.
3. The period has been complied with, if the delivery item has left the works by its expiry, or readiness for shipment has been notified.
4. An act of God entitles us to reasonable extension of the period or, by our choice, to complete or partial repudiation of contract, without causing claim for damages against us by the customer. Deemed as an act of God are especially obstruction by official measures, operating trouble, faulty casts or other causes for rejects, strike, lockout, other labor disputes as well as late delivery of accessory parts, raw materials and supplies for reasons not within our responsibility.
5. We are not obliged to comply with delivery periods if the customer does not fulfill his contractual obligations to us in due time. If he does not comply with his duty to cooperate, then the delivery period is extended by a reasonable period of time.

## V. Payment Conditions

1. All payments must be made in cash without any deduction within 30 days after invoice date to our disbursing agent without cost, without any deduction or at 2 % discount within 14 days.
2. Bills and checks are accepted only by way of provisional performance. Bills only upon prior agreement and subject to their discountability. Discount expenses are calculated from the due date of the invoice amount. Warranty for correct presentation of the bill and noting of the bill is excluded.
3. In case of orders with an invoice total of in excess of € 75,000.-- net, we are entitled to request payments on account reasonable for the course of production.
4. In case of late payment, we may
- 4.1 charge interest at a rate of 3 % above the respective discount rate of Deutsche Bundesbank without dunning notice and proof of damages; assertion of further damages as well as the rights derived from § 326 BGB are reserved. The customer may prove that no damages have been incurred or that they are substantially lower than the allowance;
- 4.2 immediately assert all claims from this or other transactions, even if they are not yet due, against the customer;

- 4.3 retain our deliveries or other performance under this or other orders until complete fulfillment of all of our yet unsettled claims from this or other orders of the customer;
- 4.4 request reasonable provision of collateral;
- 4.5 request return of goods delivered by us from the customer.
5. If, after closing of the contract, we gain knowledge of facts about substantial deterioration of the financial circumstances of the customer, which as per obligatory commercial discretion are suitable to endanger our claim for valuable consideration – this especially includes application for opening of composition or bankruptcy proceedings or execution of enforcement measures against the other contract party – then we may, until the time of performance, request provision of suitable collateral within a reasonable period or performance by valuable consideration. If the customer does not comply with our justified request or does not comply in due time, then we may repudiate the contract or claim damages for non-fulfillment. In this situation, we may set all amounts due immediately – also amounts, for which indulgence has been granted.
6. Assertion of rights of retention or setoff as well as the defence of non-performance or faulty performance is excluded, unless the counter-claim is uncontested or determined as final and conclusive. Insofar, the customer is free to separately assert his rights.

## VI. Dispatch and Passage of Risk

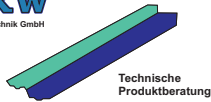
1. Dispatch is effected ex works, if no deviating agreement has been made.
2. Choice of the route of transportation and means of transportation is, for lack of other instructions from the customer, made by us according to our best judgment without liability for the cheapest and quickest transportation and arrival in due time.
3. Risk passes to the customer when the shipment leaves our works or has been made available to the customer before by notification of readiness for dispatch. In all cases, dispatch is performed at cost and risk of the customer.
4. We are not obliged to close insurance against damage of any kind. If we close insurance under our best judgment or upon express request of the customer, then the customer bears the expenses for this.

## VII. Industrial Property Rights

1. We reserve property rights and copyrights in illustrations, drawings, models, plans, software, samples and other documentation. Without our approval, they may be neither duplicated nor made accessible to third parties, and upon request, or in case of non-award of the order, they must be immediately returned to us.
2. If industrial property rights of third parties are violated when manufacturing the goods as per drawings, models, samples or other information from the customer, then the customer will indemnify us against any claims.
3. If we are not awarded the order, then we are authorized to request reasonable reimbursement for models, drawings, plans and similar documentation prepared by us.

## VIII. Reservation of Title

1. All goods delivery remain our property until complete payment of the purchasing price including all incidental claims. In case of acceptance of bills or checks, payment is deemed made only upon their final redemption. Incidental claims especially include expenses for packaging, freight, insurance, bank charges, dunning charges, legal, judicial and other cost.
2. In case of open accounts, reservation of title is deemed as collateral for our balance claim. Goods already paid for remain in our property, as long as we still have any claims against the customer.
3. The customer will take goods under reservation of title into customary commercial custody for us. He is obliged to separate storage and marking of goods in our property. The customer is liable for loss of our goods, for its accidental loss and for any fault; he must insure the goods at his cost in our favour against all risks, especially fire, water and explosions. Insurance claims are hereby assigned to us in advance. We must be immediately notified about any damage incurred.
4. Any treatment and processing of goods under reservation of title by the customer or a third party ordered by him is always performed for us. We are deemed manufacturer in the sense of § 950 BGB and acquire title to intermediate products and finished goods. The respective customer respectively respective possessor is only custodian of the goods for us. He is obliged to close such agreements with his customer, when passing on the goods, which ensure, that in spite of repeated passing on of the goods, we remain owner of the same. If the goods are in possession of a third party, then the customer will assign any claims directed against this third party, especially all claims for possession, to us already at this time. We are authorized to survey stock or have it surveyed, take away goods from possession of the customer or have it taken away, and for this purpose to enter premises of the buyer or possessor.
5. Liabilities and claims for damages may not accrue to us from treatment or processing. The goods treated or processed serves as our collateral, and in any case in the amount of the price of the goods under reservation of title billed to the customer. If the goods under



reservation of title are processed with other goods not in our property, then we are entitled to co-ownership in the new objects in the ratio of the value of the goods under reservation of title to the other goods at the time of processing. The new goods are deemed goods under reservation of title in the sense of these conditions and is subject to the same regulations.

6. The customer may dispose of the goods under reservation of title within the ordinary course of business. He is prohibited from pledging, transfer of ownership by way of security, etc. Any levies of execution and other impairments of the goods under reservation of title by third parties must be notified to us immediately. Intervention expenses are in any case borne by the customer. The customer is prohibited, without our written approval, to interconnect the delivery item with a property in such a manner, that it becomes an integral part. If the object subject to our reservation of title becomes an integral part of a property, then we have claim to provision of other collateral subject to our choice.
7. If the customer utilizes the goods under reservation of title - no matter in what state - for instance by sale or processing, then he now assigns to us until full settlement of all of our claims from the business relationship to him all claims arising from utilization against his contract parties up to the amount of all of our claims including all incidental rights. The claims assigned serve to secure all claims due to us from the customer from the business relationship to the customer, but at least in the amount of the price billed for respective goods with reserved title utilized. If the goods subject to reservation of title are utilized together with other goods not in our property - no matter in which condition - then assignment of claims of the customer is deemed only to apply for the amount billed to the customer for the privileged goods. The same applies to such claims which may accrue to the customer with respect to third parties due to damage or destruction of the privileged goods, as well as to all claims accruing from the fact, that the customer processes the goods alone or together with other goods in such a manner, that title to the resulting product by virtue of the law passes to a third party. The customer authorized to collection of the claim in spite of assignment agreed above until our revocation in writing. Our authorization to collect remains untouched by the authorization of the customer to collect. We will not collect the claims for as long as the customer properly discharges his payment obligations. Upon our request, the customer must notify the debtors about assignment of the claims. He grants to us the right of notifying these about assignments. The customer must furthermore provide us with all information and hand over documentation required for assertion of claims against the debtors.
8. Reservation of title as per the regulations above remains in force when individual claims are included in open accounts and a balance is drawn and acknowledged. Title automatically passes to the customer upon discharge of our claims against the customer. Furthermore, the claims assigned revert to him. We oblige to release collateral due to us under these regulations to the scope - by our choice - as its value exceeds the claims to be secured by more than 20 %. With the exception of deliveries in true open accounts transactions, this only applies to such deliveries or substitutes fully paid.
9. Authorization of the customer to dispose, interconnect, mix, blend, further to collect assigned claims lapses in case of non-compliance with the payment conditions, in case of unauthorized disposal, in case of protesting of a bill or check, furthermore if composition or bankruptcy proceedings are or will be applied for. In these cases, we are authorized to take possession of the privileged goods without setting a grace period or declaration of repudiation, for this purpose to enter the operation of the customer, request pertinent information as well as to inspect his books to secure our rights. Repudiation of the contract is effected by taking back of the privileged goods only if we expressly declare this.

#### **IX. Technical Consultation, Use and Processing**

1. Technical consultation of the customer for applications - verbally, in writing and by testing - is performed to our best knowledge, but is only deemed to be a non-binding hint, also with respect to any industrial property rights of third parties. It does not release the customer from the duty of himself testing the delivery item for suitability for the envisioned procedures and purposes.
2. Application, use and processing of the delivery item is performed outside of our monitoring capabilities and therefore rest exclusively within the scope of responsibility of the customer.

#### **X. Warranty**

1. The customer must inspect the goods and immediately, but at the latest within 7 days after receipt at the place of destination, object to any detectable defects in writing. Hidden defects must be objected to immediately after their detection. The applies to false deliveries. If the defects become evident during processing, then processing must immediately be ceased and we must be notified in writing. Upon expiry of one year after delivery, assertion of warranty claims is excluded.
2. If the customer does not provide us with the opportunity of reviewing the defect objected to and/or if he performs modifications to the goods objected to without our approval, then any warranty claims lapse due to this.

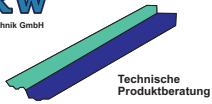
3. In case of proven defects, by our choice, the defect is remedied free of charge or free replacement is provided against return of the goods objected to, or corresponding credit is made for the value of the goods. If we unjustified decline remedy of defects or replacement delivery, if we are in default or if the try to remedy the defect fails, then the customer may set a reasonable grace period for us, and after setting and fruitless expiry, by his own choice exclusively request redhibition or diminution. Further warranty claims, especially claims for damages, are excluded, insofar as they are not based on intent or gross negligence of our bodies and/or executive employees or are subject-matter of a warranted quality.
4. Properties of the delivery item are deemed warranted only insofar as we have expressly declared the warranty in writing. In case of missing warranted qualities, we are also liable only as per items 1. through 3. above, insofar as there is no compulsory statutory additional liability.
5. The above warranty regulations apply accordingly to replacement deliveries.
6. Our liability for defects is excluded:
  - 6.1 in case of unsuitable or improper use, arbitrary opening and/or disassembly, faulty assembly or commissioning by the customer or third parties, natural wear, faulty or negligent handling, excessive load, unsuitable operating supplies, replacement materials, faulty construction work, unsuitable building ground, unless the defects are subject to our fault;
  - 6.2 if the customer does not allow us the time required and/or provide us with the opportunity for repairs or replacement deliveries required by our equitable discretion.
7. Further claims than those stated in item 3., especially from faulty contractual performance, as well as for reimbursement of consequential damages or other claims for damages of any kind, with the exception of missing of warranted qualities, are - insofar as permitted by law - excluded. We especially do not assume liability for the suitability of the goods delivered for the purposes envisioned by the customer, and not for damage, which may be incurred by processing of the goods.
8. We may decline fulfillment of warranty claims, as long as the customer has not fulfilled his matured contractual obligations under other orders or the part of his obligations under this order, which correspond to the value of the delivery item under consideration of justified warranty claims.

#### **XI. Impossibility, Default and Other Liability**

1. The customer may only repudiate the contract
  - 1.1 if the complete delivery or performance becomes finally impossible for us before passage of risk;
  - 1.2 if we are in default for delivery, in case of expressly guaranteed delivery periods, and in spite of setting of a reasonable grace period by the customer, with his express statement, that upon expiry of this period, he will decline acceptance of delivery or performance, we do not comply with the grace period by our fault.
2. If impossibility or the delay of delivery or performance occurs during default for acceptance or by fault of the customer, then he remains obliged to counter-performance.
3. Excluded are all other further claims of the customer, especially statutory or contractual claims for reimbursement of damage of any kind, especially consequential damages, also for violation of accessory contractual obligations, unless our bodies or executive employees have violated their duties intentionally or gross negligently.
4. If the customer does not accept the goods ordered within 2 weeks after notification of readiness for dispatch, then the following applies:
  - 4.1 After setting of a reasonable grace period with the indication that fulfillment of the contract is declined after expiry of the period, he is obliged, without specific proof of damage, to pay to us 20 % of the gross delivery value plus value added tax in compensation for lost profit, expenses incurred and agent's commission. This claim is due without dunning notice upon expiry of the grace period set by us, and bears interest from this date as per item V. 3.1. Assertion of further claims for damages is not excluded by this. The customer has the right to prove that we have not incurred damage or that it is substantially lower than the allowance.
  - 4.2 If fulfillment of the contract should still happen, then we are entitled to assert damage incurred by us due to the delay (for instance idle time, warehousing cost, etc.). We are entitled to charge at least 0.5 % of the invoice amount for each month of warehousing at our works. Assertion of further claims for damages is not excluded by this. The customer has the right to prove that we have not incurred damage or that it is substantially lower than the allowance.

#### **XII. Miscellaneous Regulations**

1. Place of fulfillment for the complete content of the contract is 44369 Dortmund.
2. Exclusive place of jurisdiction for all disputes arising from the contractual relationship is Dortmund. This also applies to claims asserted by judicial default action. We reserve the right to bring action against the customer before the court of competent jurisdiction for his residence/domicile.
3. The laws of the Federal Republic of Germany apply, under exclusion of the uniform law on international sale of movable objects and the



uniform law about closing of international contracts of sale for movable objects. This even applies if the customer has his domicile abroad and/or if this concerns an export transaction.

4. In supplement, for interpretation of the contract, the so-called INCOTERMS, published by the international chamber of commerce in Paris in their respective valid version apply.
5. Should individual parts of the above delivery and payment conditions be or become invalid, then the remaining parts remain valid. Deemed agreed in place of the invalid regulation is a valid one coming as close as possible to the economic purpose.

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