

General Terms and Conditions of Delivery of Holmatec Maschinenbau GmbH & Co.KG

as of 10/2000

I. Offer

The documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are only approximate if they are not expressly designated as binding. The Supplier retains right of ownership and copyright to cost estimates, drawings and other documents; they may not be made available to third parties. The Supplier is obliged to make plans designated as confidential by the Purchaser accessible only with the Purchaser's consent.

II. Scope of delivery

The scope of delivery shall be determined by the written order confirmation of the Supplier, in the case of an offer from the Supplier with time commitment and timely acceptance the offer, unless a timely order confirmation is present. Supplementary agreements and amendments require the written confirmation of the Supplier.

III. Price and payment

- In the absence of a special agreement, the prices apply ex works, including loading at the factory, but excluding packaging. VAT is added to the prices at the respective statutory rate.
- In the absence of a special agreement, payment shall be made in cash without any deduction ex paying agent of Supplier, namely:
1/3 down payment after receipt of the order confirmation,
1/3 as soon as the Purchaser is informed that the main parts are ready for shipment, the remaining amount within another month.
- The withholding of payments or the offsetting of any counterclaims of the Purchaser disputed by the Supplier are not permitted.

IV. Delivery time

- The delivery period begins upon dispatch of the order confirmation. However, not before submission of the documents, approvals, releases to be obtained by the Purchaser and before the receipt of an agreed down payment.
- The delivery period is complied with if the delivery item has left the factory or readiness for shipment has been notified by the expiry of this period.
- The delivery period shall be extended appropriately for measures in the context of industrial disputes, in particular strikes and lockouts, as well as for the occurrence of unforeseen hindrances that are beyond the Supplier's will, insofar as such hindrances are demonstrably of considerable influence on the completion or delivery of the delivery item. This also applies if the circumstances occur at subcontractors. The aforementioned circumstances are not attributable to the Supplier, even if they arise during an existing delay. In important cases, the Supplier shall inform the Purchaser of the start and end of such hindrances as soon as possible.
- If the Purchaser incurs damage as a result of a delay caused by the Supplier, he shall be entitled to claim compensation for delay. For each full week of delay, it shall amount to 1/2%, but in whole not more than 5% of the value of the part of the total delivery that cannot be used in time or in accordance with the contract as a result of the delay. Further damage will only be compensated in the cases specified in Section IX.5.
- If shipment is delayed at the request of the Purchaser, the costs incurred due to storage shall be charged to the Purchaser starting one month after notification of readiness for shipment, but at least 1/2 of the invoice amount for each month in the case of storage at the Supplier's factory.

However, the Supplier shall be entitled to dispose of the delivery item elsewhere after setting and unsuccessful expiry of an agreed period and to supply the Purchaser with a reasonable period of time.

- Compliance with the delivery period presupposes fulfilment of the Purchaser's contractual obligations.

V. Transfer of risk and acceptance

- The risk shall pass to the Purchaser at the latest upon dispatch of the supplied parts, even if partial deliveries are made or if the Supplier has undertaken other services, such as shipping costs or quotation and installation.
At the request of the Purchaser, the consignment will be insured by the Supplier against theft, breakage, transport, fire and water damage as well as other insurable risks.
- If shipment is delayed as a result of circumstances for which the Purchaser is responsible, the risk shall pass to the Purchaser from the date of readiness for shipment; however, the Supplier is obliged to effect the insurance policies requested by the Purchaser at the Purchaser's request and expense.
- Delivered items, even if they show minor defects, are to be accepted by the Purchaser without prejudice to the rights set out in Section VII.
- Partial deliveries are permitted.

VI. Retention of title

- The Supplier reserves the ownership of the delivery item until all payments from the supply contract have been received.
- The Purchaser is obliged to store the goods delivered under retention of title with the diligence of the prudent businessman to insure them against fire at their full value.
- If the goods are mixed or combined with other objects, the Purchaser hereby assigns its rights of ownership or co-ownership of the mixed stocks or of the new objects to the Supplier.
- The Purchaser may neither pledge nor transfer the delivery item for security. In the event of seizures, confiscation or other disposals by a third party, the Supplier must be notified immediately.
- In the event of conduct on the part of the Purchaser in breach of contract, in particular in the event of late payment, the Supplier is entitled to repossession after a reminder and the Purchaser is obliged to surrender.
The enforcement of the retention of title and the seizure of the delivery item by the Supplier shall not be deemed a withdrawal from the contract.

VII. Liability for defects in delivery

The Supplier shall be liable for defects in the delivery, including the absence of explicitly assured properties, to the exclusion of further claims, without prejudice to Section IX, 4, as follows:

- All parts which are found to be unusable or significantly impaired in terms of usability within 6 months of commissioning as a result of a circumstance prior to the transfer of risk, in particular due to faulty design, poor building materials or poor workmanship, must be repaired or delivered free of charge at the Supplier's discretion. The Supplier must be notified immediately in writing of the discovery of such defects. Replaced parts become the property of the Supplier.
If shipping, installation or commissioning are delayed through no fault of the Supplier, liability shall lapse no later than 12 months after the transfer of risk.
- In all cases, the right of the Purchaser to assert claims arising from defects shall lapse in 6 months from the time of the timely complaint, but at the earliest upon expiry of the warranty period.
- No liability is assumed for damage incurred due to the following reasons:
Unsuitable or improper use, incorrect installation or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, replacement materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences, insofar as they are not due to the fault of the Supplier.
- In order to carry out all repairs and replacement deliveries that the Supplier deems necessary at its reasonable discretion, the Purchaser must, after consultation with the

Supplier, give the necessary time and opportunity, otherwise the Supplier shall be released from liability for defects. Only in urgent cases of danger to operational safety and to prevent disproportionate damage, whereby the Supplier must be informed immediately, or if the Supplier is in default with rectifying the defect, the Purchaser has the right to have the defect rectified itself or through third parties and to demand compensation from the Supplier for the necessary costs.

- Of the direct costs arising from the repair or replacement delivery, the Supplier shall bear the costs of the replacement part, including shipping, as well as the reasonable costs of removal and installation, insofar as this can be reasonably demanded according to the position of the individual case, the costs of any necessary provision of fitters and auxiliary staff. In all other respects, the Purchaser shall bear the costs.
- The warranty period for the replacement part and the repair shall be three months, but shall run at least until expiry of the original warranty period for the delivery item. The time limit for liability for defects in the delivery item is extended by the duration of the interruption to operation caused by the repair work.
- In the event of any changes or repair work carried out improperly by the Purchaser or third parties without the prior approval of the Supplier, liability for the resulting consequences shall be waived.
- Further claims of the Purchaser, in particular claims for compensation for damages that have not arisen on the delivery item itself, are excluded. This exclusion of liability does not apply in the event of wilful intent, gross negligence on the part of the owner or manager or in the event of culpable violation of essential contractual obligations.

In the event of culpable violation of essential contractual obligations, the Supplier shall only be liable for reasonably foreseeable damage typical of the contract, except in cases of wilful intent and gross negligence on the part of the owner or manager. Furthermore, the exclusion of liability does not apply in cases where the Product Liability Act is liable for personal injury or material damage to privately used objects in the event of defects in the delivery item. Neither shall it apply in the absence of properties which are expressly assured if the assurance has just been intended to protect the Purchaser against damage that has not occurred to the delivery item itself.

VIII. Liability for accessory obligations

If, due to the fault of the Supplier, the delivered item cannot be used in accordance with the contract by the Purchaser as a result of failure to implement suggestions and advice given before or after conclusion of the contract as well as other contractual accessory obligations, in particular instructions for operation and maintenance of the delivery item, the provisions of Sections VII and IX shall apply mutatis mutandis to the exclusion of further claims of the Purchaser.

IX. Right of the Purchaser to withdraw, change and other liability of the Supplier

- The Purchaser may withdraw from the contract if the Supplier becomes permanently unable to implement the entire service before the transfer of risk. The same applies in the event of inability on the part of the Supplier. The Purchaser may also withdraw from the contract if, when ordering similar items, the implementation of a part of the delivery becomes impossible in number and it has a legitimate interest in rejecting a partial delivery; if this is not the case, the Purchaser may reduce the reward accordingly.
- If there is a default in performance within the meaning of Section IV of the delivery conditions and the Purchaser grants the defaulting Supplier a reasonable grace period with the express declaration that it rejects the acceptance of the performance after this period and if the grace period is not complied with, the Purchaser is entitled to withdraw.
- If the impossibility arises during the delay in acceptance or due to the fault of the Purchaser, the Purchaser remains obliged to pay in return.
- The Purchaser shall also have the right to withdraw from the contract if the Supplier allows to expire without successful result a reasonable grace period granted to it for the repair or replacement delivery in respect of a defect for which it is responsible in the sense of the delivery conditions due to his fault. The Purchaser's right to cancel the contract also exists in other cases of failure of the repair or replacement delivery by the Supplier.
- All other further claims of the Purchaser, in particular for termination or reduction as well as compensation for damages of any kind, including damages that have not occurred to the delivery item itself, are excluded. This exclusion of liability does not apply in the event of wilful intent, gross negligence on the part of the owner or manager or in the event of culpable violation of essential contractual obligations.
In the event of culpable violation of essential contractual obligations, the Supplier shall only be liable for reasonably foreseeable damage typical of the contract, except in cases of wilful intent and gross negligence on the part of the owner or manager. Furthermore, the exclusion of liability does not apply in cases where, in accordance with the Product Liability Act, liability is assumed for personal injury or material damage to privately used objects in the event of defects in the delivery item. Neither shall it apply in the absence of properties which are expressly assured if the assurance has just been intended to protect the Purchaser against damage that has not occurred to the delivery item itself.

X. Place of jurisdiction

In the event of all disputes arising from the contractual relationship, if the Purchaser is a registered merchant or a legal entity under public law, the action must be brought before the court competent for the Supplier's registered office, i.e. the court responsible for Salzbergen. The Supplier is also entitled to take legal action at the Purchaser's headquarters.

XI.

The terms and conditions of sale and delivery also generally apply to Purchasers who have their own terms and conditions of purchase, unless the Supplier has expressly acknowledged these terms and conditions of purchase in writing.

Supplementary conditions:

During delivery and installation, the above delivery conditions apply with the following supplements:

XII.

If assembly or installation are required, the Purchaser shall bear all costs for this. If the systems are installed by the Supplier's technicians, all construction work or preparatory work must be so advanced that the installation can be carried out unhindered before the start of assembly.

An agreed fixed installation price is only valid for the one-off sending of a technician, provided that the installation can be carried out immediately upon arrival of the technician and without interruption. If installation or commissioning is delayed due to circumstances on the installation site through no fault of the Supplier, the Customer shall bear all costs for waiting times and further travel of the technician. The installation and completion dates specified by the Supplier shall only apply as approximate.

The warranty period for delivery and installation begins with the operational handover of the delivery item. A handover report must be created for this purpose. The Supplier accepts no liability for any indirect damage upon commissioning of the system and instruction by personnel. In addition, the warranty conditions apply, in particular Section VII.