

General Business Terms and Conditions of Spanntec Wickelsysteme GmbH

I. General

1.

All deliveries and services are based on these terms and conditions as well as any separate contractual agreements. Our delivery and payment conditions, which our purchasers accept on placement of an order, shall apply exclusively; this also applies equally for future business where, even if they are not expressly referred to, they have, however, been received by the purchaser with an order confirmed by us. If an order is placed contrary to our delivery and payment conditions, then only our delivery and payment conditions shall apply even if we do not raise objection. Any deviations shall therefore only apply if they are expressly acknowledged in writing by us.

2.

In the absence of any special agreement, a contract shall come into being upon issue of our written order confirmation. We retain property rights and copyrights for samples, cost estimates, drawings and similar items, information and documents whether in tangible, intangible or also in electronic form and they may not be made accessible to third parties.

II. Prices and payment

1.

In the absence of any special agreement, prices shall apply ex-works including loading in our works, however excluding packaging and unloading. Prices shall be subject to value added tax at the applicable rate.

2.

All payments must be paid in full and without any deductions within 8 days from the date of invoice. In the event of default of payment by the purchaser, we are entitled to assign those entitlements arising from our business relationships. If a purchaser is in arrears with us with regard to any payment obligations, all existing debts immediately become due.

3.

Offsetting by the purchaser with counter-claims is precluded unless the counter-claims are determined as undisputable or legally binding. The assertion of a right of retention by the purchaser is also precluded unless it is based on the same contractual relationship or the counter-claims are determined as undisputable or legally binding.

III. Delivery period, delay in delivery

1.

The delivery period arises from the agreements of the contracting parties. Compliance with it by the supplier shall presuppose that all commercial and technical questions between the contracting parties have been clarified and the purchaser has fulfilled all obligations incumbent on it. If this is not the case, the delivery period shall be extended accordingly. This shall not apply where the supplier is responsible for the delay.

2.

Compliance with the delivery period shall be subject to the provision that we ourselves obtain the correct supplies in good time. The supplier shall give notification of imminent delays as soon as possible.

3.

The delivery period shall be deemed to have been complied with if the delivery item has left the supplier's factory before its expiry or notification of readiness for dispatch has been given. In the event of any official acceptance having to take place, the date of the acceptance or the notification of readiness for acceptance shall be deemed to be decisive except where rejection of acceptance is justified.

4.

If the dispatch and the acceptance of the delivery item are delayed for reasons for which the purchaser is responsible, he will be charged for the costs thus arising from, starting one month from notice of readiness for dispatch or acceptance.

5.

If the non-compliance with the delivery period is due to force majeure, industrial disputes or any other events outside the supplier's area of influence, the delivery period shall be extended accordingly. The supplier shall notify the purchaser without delay of the beginning and the end of any such conditions.

6.

The purchaser can withdraw from the contract without giving notice if the entire service is rendered completely impossible before the transfer of risk. The purchaser may additionally withdraw from the contract if part of the delivery of an order is rendered impossible and he has a justified interest in refusing the partial delivery. If this is not the case, the purchaser must pay the applicable contractual cost of the partial delivery. The same shall apply in case of an inability of the supplier to perform. If the inability or impossibility on part of the supplier occurs during a delay in acceptance or if the purchaser is solely or largely responsible for these circumstances, he shall remain bound to provide consideration.

7.

If the purchaser sets the supplier a reasonable period of time in which to perform with due consideration of the statutory exceptional cases and if this period of time is not complied with, the purchaser has the right to withdraw within the terms of the statutory provisions.

IV. Transfer of risk, acceptance

1.

The risk shall be deemed to have passed over to the purchaser when the delivery item has left the supplier's factory, even if part deliveries are made or if the supplier has assumed other services such as delivery costs or carriage and installation. Where acceptance is to take place, this shall be deemed the determining factor with regard to the transfer of risk. It must take place on the date of acceptance, alternatively following the supplier's notification of readiness for acceptance. The purchaser may not refuse acceptance where a minor defect is present. In the event of delay or failure of the dispatch or acceptance on grounds for which the supplier is not responsible, the risk will be transferred to the purchaser from the day of notification of dispatch or readiness for acceptance. The supplier shall undertake to take out those insurance policies demanded by the purchaser at the purchaser's expense. Partial deliveries shall be admissible where reasonably acceptable for the purchaser.

V. Retention of title

1.

The product shall remain the property of the supplier up to entire fulfillment of all account balance due payments (including all balance demands from the current account) which are due to the supplier from the purchaser for any legal reason either now or in the future. Any processing or reforming shall always be carried out for the supplier as the manufacturer, but without entailing any obligation for the supplier. Should the supplier's title lapse due to combination, then it is agreed now that the title of the purchaser to the uniform item shall be proportionately transferred to the supplier. The purchaser shall safeguard the title of the supplier without any charge. Goods to which the supplier retains title are designated below as reserved goods.

2.

The purchaser shall be entitled to manufacture and sell the reserved goods within regular business provided he is not in default. Pledging or collateral assignments are inadmissible.

Any claims resulting from resale or another legal argument concerning the reserved goods shall now be ceded entirely by the purchaser to the supplier by way of security. The supplier grants the revocable authorization to the purchaser to collect the claims assigned to the supplier on its own behalf for the supplier's account. This authorization for collection can only be revoked if the purchaser does not correctly meet his payment obligations.

3.

In the event of access by third parties to the reserved goods, in particular through any pledges, the purchaser shall inform them of the ownership of the supplier and shall notify the supplier immediately so that the supplier is able to enforce his property rights. Where a third party is incapable of recompensing the supplier for any legal or extra-judicial costs accrued in this context,

the purchaser shall bear liability for such costs.

4.

In the case of conduct on the part of the purchaser which is in breach of the contract, in particular in the case of default in payment, the supplier shall be entitled to withdraw from the contract and to demand restitution of the reserved goods.

5.

A withdrawal from the contract is not necessary in order to enforce the retention of title.

VI. Claims for defects

1.

All such parts must be repaired or replaced in a fault-free condition at the discretion of the supplier which have proven to be faulty as a result of a circumstance prior to the transfer of risk. Notice of the discovery of such defects shall be reported to the supplier without delay and in writing. Any replaced parts shall become the property of the supplier.

2.

After consulting the supplier, the purchaser shall provide the necessary time and opportunity for the supplier to perform all repairs and replacement deliveries deemed necessary by the supplier, otherwise the supplier shall be exempt from liability for any consequences which thus arise. Only in urgent cases that endanger the operational safety and to avoid disproportionately greater damage, in which cases the supplier must be notified immediately, does the purchaser have the right to eliminate the fault himself or have it eliminated by third parties and to demand compensation for the necessary expenditure. Of those direct costs arising from the repair or replacement delivery, the supplier shall, where the complaint proves to be justified, bear the cost of the replacement part including shipping costs and the costs of dismantling and assembly and the costs of providing any necessary fitters provided that no unreasonable burden is imposed on the supplier.

3.

The purchaser shall have the right within the terms of the statutory provisions to withdraw from the contract if the supplier, taking into account the statutory exceptions, allows a legally reasonable deadline, set for improvement or replacement due to a defect of quality, to elapse without success. In the case of a minor defect, the purchaser shall merely have the right to reduce the contract price. The right of reduction of the contract price shall otherwise be precluded.

4.

No guarantee is granted particularly in the following cases: Unsuitable or incorrect use or commissioning by the purchaser or third parties, natural wear, incorrect or negligent treatment, incorrect maintenance, unsuitable operating materials, chemical, electro technical or electrical influences provided the supplier is not responsible for them. If a defect is rectified improperly by the purchaser or a third party, no liability will be borne for the resultant consequences. The

same applies for modifications to the delivery item made without the prior approval of the supplier.

VII. Liability

1.

If the delivery item cannot be used by the purchaser as stipulated in the contract for reasons attributable to the supplier as a result of a lack of or faulty execution of suggestions or advice given either before or after the conclusion of the contract or due to a breach of other subsidiary contractual obligations, in particular instructions for the operation and maintenance of the delivery item, the provisions of sections VI and VII.2 shall apply accordingly with the exclusion of further claims on part of the purchaser.

2.

The supplier shall be liable for any damage not occurring on the delivery item itself. On whatever legal grounds only

a. in cases of willful intent,

b. in cases of gross negligence on the part of its bodies or executive staff,

c. in cases of culpable injury of life, limb or health,

d. in cases of defects which he has fraudulently concealed or whose absence he has guaranteed,

e. in cases of defects of the delivery item where liability is due for personal injury or damage to property under personal use according to the Product Liability Act. In the event of a culpable fundamental breach of contractual obligations, the supplier shall also be liable in cases of gross negligence by non-executive employees and in cases of minor negligence, whereby the latter instance shall be limited to the reasonably foreseeable damage that is typical of the contract. Any other claims are precluded.

VIII. Limitation period

1.

All claims by the purchaser shall lapse after a period of 12 months regardless of their legal grounds. The statutory periods shall apply for claims for compensation arising from section VII.

2.a.

IX. Applicable law, place of jurisdiction

1.

The contractual relationship shall be exclusively subject to German law, in particular to the German Civil Code and the Commercial Code. The place of jurisdiction shall be at our discretion the location of the company Spanntec Wickelsysteme GmbH.