

## General Terms and Conditions of Business

All data, which refer to the contractual arrangement established between you and us, will be stored by us for the purpose of data processing. Except where a different agreement has expressly been reached, the processing of orders is solely subject to the following General Terms and Conditions of Business. Divergent agreements shall only be effective if we have confirmed them in writing.

### 1. Scope of Delivery

Our written quotation and/or order confirmation exactly specifies the scope of delivery. We must confirm supplementary agreements and modifications in writing. All quotations including the appertaining documents always remain our property and must be returned to us if the order has not been placed. The material mentioned must not be disclosed to any third party. Drawings, illustrations, specifications of weights and measures are only approximate values unless we have officially stated them.

### 2. Prices

Our prices are ex works and do not include mounting, insurance and packing. The prices are subject to amendment. Thus we will retain the right of revising the price if the calculated costs change before delivery. Packing is done according to the requirements and to our best judgements, however, without guaranteeing that fracture may occur. Package will either be delivered to you and charged separately or will be made available to you as a loan for an agreed fee. The package lent to you shall remain our property and will be returned to us free of charge according to the instructions given by us.

### 3. Payment Conditions

Payments are to be made within 30 days after delivery, if not otherwise agreed. Special agreements are also required for cash discounts. If payment is made by bill of exchange or cheque, you will be charged separately for cash discounts and fees without any obligation of on time presentation or notice of dishonour. For these methods of payment, liquidation takes place not before the amount has been received in cash. Objections of any kind that may occur do not have any influence on the liability to pay nor do they release the orderer from his duty of on time payment. If a delay in payment occurs, we are automatically entitled to levy interest on default payment in accordance with the bank rate set out by private banks. Place of fulfilment for payment will be Bruchsal.

You will not be permitted to retain payment or to offset payment against counterclaims of the orderer, which may exist and are disputed by us.

### 4. Delivery Periods and Delay

The delivery period indicated is ex works and starts from the date on which agreement has been reached between the orderer and us concerning all aspects of the order both with regard to conditions and to technical details and on which the orderer has fulfilled his entire remaining contractual obligation. The deliverer shall not be responsible for delays in delivery caused by unforeseeable events such as an Act of God, mobilization, war, insurrection, strike and lockouts or a defect occurring on an important part that will, as a consequence, not be operational as well as for other delays due to no fault of one's own provided that there is evidence that these obstacles have a great influence on the completion and/or delivery of the objects to be delivered. If such obstacles occur, the delivery period will be prolonged in accordance with the requirements. If the delivery is delayed for reasons that have to be justified by us, all claims, which the orderer has with respect to indemnification due to indisputable damage he has suffered, are limited to an amount of 0.5 % for each whole week, however limited in total to a maximum amount of 5 % of such part of the total delivery that, due to the delay occurred, can neither be used on time nor according to the contractual conditions.

### 5. Passing of Risk

Dispatch is always on the risk of the addressee. For all deliveries, which are taken over by us free of charge, the addressee shall submit the corresponding freight charges. If dispatch or delivery is delayed on the orderer's request, the risk will pass to the orderer from the date on which the goods are ready for dispatch. Insurance of the goods to be dispatched will only be arranged if particularly requested to do so by the addressee and at his expense. As soon as a quantity of goods has left the factory, the delivery is regarded to have taken valid effect, and the orderer will be responsible for protecting the goods against any kind of physical harm such as damage due to transport, fire and other dangers. This also applies to deliveries that were taken over by us including mounting.

### 6. Erection (Mounting)

Besides of our General Terms and Conditions of Business, special terms for mounting apply for all deliveries that include mounting.

### 7. Acceptance and Fulfilment

The orderer will accept the goods delivered to him even if there are defects that are regarded as not substantial. Part deliveries are allowed. The delivery is regarded to have been fulfilled when it is ready for shipment, when the orderer has been informed hereof and when the goods correspond to the agreements that have been entered into. Assured properties are such properties that were expressly promised to be assured and/or that are discernible without any doubt.

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Complaints with regard to number, weight and execution of the goods delivered can be made within a period of 8 days after arrival of the consignment at its place of destination.

### 9. Warranties, Liability and Acceptance

We warrant proper functioning, functional material and impeccable execution of our delivery for a period of 6 months (for a period of 3 months in case of operation during the day and the night) beginning with the day of commissioning. If the delivery contains defaults, including lack of assured properties, we undertake the responsibility of repair, conversion, abatement or replacement depending on our choice. If the parties are unable to agree with respect to repair or replacement, the orderer can choose between conversion or abatement thereby excluding all further claims irrespective of the sort of claim and the legal basis. All other claims on which the orderer may have a right due to defects and/or absence of assured properties of the goods delivered are – as far as legally permitted – excluded, irrespective of the legal basis, due to the fact that such claims were not created by the goods to be delivered; this particularly refers to compensation made for damage due to non-fulfilment, claims resulting from positive breach of contract, claims resulting from default when concluding the contract and claims resulting from forbidden actions. Warranty will only be assumed by us if the plant is installed and operated by our staff or precisely according to our instructions. Warranty is excluded in case of modifications to the plant that have not been requested by us. Acceptance tests must have taken place not later than 2 months after commissioning. If a delay occurs during commissioning of the plant, any warranty extinguishes not later than 9 months after delivery and/or invoicing, unless we are responsible for the delay. The orderer will pay the charges for tests and trial runs that are carried out due to legal liability and/or insurance.

### 10. General Liability, Limitation

Claims for which these General Terms do not expressly give an official right, in particular compensation of damages due to frustration, delay, breach of additional obligations resulting from the contract, fault, forbidden action – even in cases where such claims refer to warranty claims of the orderer – are, as far as legally permitted, excluded unless we or one of our assistants caused the breach of contract by intentional action or gross negligence. Not later than six months after passing of the risk, all claims put forward against us – irrespective of their legal basis – will no longer be enforced at law.

### 11. Retention of Ownership

We will reserve the right of ownership for the goods until all claims that arise from our business relationship and from future demands due to contracts made at the same time or later and that are put forward by us against the orderer are fulfilled. This also applies, when we have included individual arrears or the total amount of arrears into the invoice that is currently processed and when the account has been balanced and acknowledged. Neither will ownership pass unless all valid claims, which we and/or our partner companies have against you, will have been fulfilled; this also applies for the so-called covering by bill of exchange and/or cheque where complete payment is required. The orderer has the right to sell and handle the goods in the process of doing normal business transactions. The orderer herewith assigns all claims to us, which may accrue to him and which he might have on the buyer or on any third party. The orderer has the right to put in that claim even after assignment. The orderer has the authority to put in the claims himself provided that he fulfils his payment duties and other binding requirements according to the contractual terms. We are entitled to require that the orderer discloses to us any information concerning the assigned claims and the debtors, specifies all details relevant for debt collection, and hands over the appertaining documents. It is always under the orderer's obligation to process and/or reconstruct goods that are conditional on behalf of the seller. If the conditional goods are processed together with other properties not owned by us, the orderer will transfer to us the co-ownership with regard to the new article of property in proportion of the value of the conditional goods to the value of the other processed items. The conditions applying for conditional goods will also be used for goods that are created at the time of processing the material. We are entitled to take the goods back in case of non-compliance with the contractual regulations on the part of the orderer, in particular if payment is delayed. The taking back of the goods and/or seizure of property by us only results in repudiation from contract if this is either stipulated by law or stated by us in writing. As far as and as long as the retention of ownership prevails, the orderer is – for the purpose of giving security – not entitled to pass possession or to transfer the property of the manufactured goods without our consent. If the property of the goods is passed on or in case of other bad effects on proprietorship caused by any third party, the orderer shall notify us in writing without undue delay. The orderer shall make sure not to enter any such agreements with his customer, which might result in infringement or exclusion of our legal rights. In particular, the orderer is not allowed to make any agreement that destroys or infringes our right of assignment of debt in advance. If the value of the existing securities exceeds the value of the claims to be secured by more than 20 %, we are under the obligation of release to the extent specified.

### 12. Place of Fulfilment, Place of Jurisdiction and Applicable Law

Place of fulfilment for our deliveries is Bruchsal. Place of jurisdiction is, as far as permitted by law, Karlsruhe. The relationship between the orderer and us shall solely be subject to the law of the Federal Republic of Germany.