

**General terms and conditions of sales**  
for the company Rudert Edelstahl-Technik GmbH

**I. General - Scope of applicability**

1. These general terms and conditions for sales explicitly apply for the scope of deliveries or services (referred to in the following as „deliveries“) for the company Rudert Edelstahl-Technik as supplier or supplier (referred to in the following as „supplier“) for business persons in the sense of the “German Commercial Code”.

These terms and conditions also apply for any follow-up business with any customer, without the necessity for any special provision being made in the contract. Customer general terms and conditions of business are only applicable in so far as, the supplier had explicitly agreed to them in the written form.

Exceptions to this through subsidiary agreements exclusively requires the written form for all individual agreements; this is also applicable even with reference to an agreement concerning the lifting and annulment of the written form.

2. The supplier retains his/her exclusive absolute unlimited right to ownership and proprietary rights to all cost estimates, drawing and any other documentation (referred to in the following as „documents“). The documents may only be made available to any third party following the previous authorization of the supplier, and must be immediately returned to the supplier upon demand if the contract has not been awarded to the supplier. The provisions covered under 1. and 2. are applicable appropriate to the documentation from the customer and may however be made available to third parties for whom the supplier has transferred the authorization for delivery of supplied goods.
3. The customer is granted the non-exclusive right of utilization of any location software under the agreed performance characteristics in unchanged form for the agreed equipments. The customer may make a back-up copy without any explicit agreement being in place.
4. Partial deliveries are approved, in so far as they are not unreasonable for the customer.

**II. Prices and terms and conditions for payment**

1. The prices are agreed as ex-factory excluding packaging plus the legally respective applicable Value Added Tax.
2. Any cash discounts require the explicit written agreement.
3. In so far as there are no other agreements in place, the purchasing price is net and payable, which means, without any deductions within 30 calendar days calculated as of the date of invoice. If the customer, who is a businessperson, is in default of payment, the supplier is always entitled to calculate default interest in sum total height of 8 percent points above the applicable base interest rate. If the supplier can prove that a higher interest damage has been cause then he/she may claim this, unless the customer can prove the to the supplier, that this has only been the cause of no or a very low damage.
4. In so far as no other agreement has been agreed upon, payments must be implemented as free suppliers paying office.
5. The customer may only counter-balance any demands, which are non-disputable or have been deemed as legally binding.

**III. Reservation of title of ownership**

1. The subject matter of supplied goods (goods under title of reservation) remains the property of the supplier until fulfillment of all claim entitlements in place for the supplier vis-à-vis the customer from business relationships. In so far as all reservation rights, to which the supplier is legally entitled exceed all claims of reservation of entitlement by 20%, the supplier will release upon request of the customer, the appropriate portion of the goods covered by the reservation of title. Selection of the goods to be released from the reservation of title is a matter for the supplier.
2. During the existence of the reservation of title of ownership the customer the customer is refused the right to pledge or assign as security. Reselling of the goods is only approved for retailers under the conditions of standard trading practices, and this under condition, that the retailer receives payment from his/her customer or that he/she reserves the title of ownership ensuring that the rights of ownership is only passed on to the customer when he/she has completely fulfilled his/her payment obligations.
3. The customer must immediately inform the supplier of any instances of sequestration of property, confiscation or any other decrees or interventions by third parties. The invoking of any third party contradiction lawsuits as per the requirements of § 771 civil code of procedure is a matter for the supplier. In so far as any legal costs or final actual occurred out-of-court costs to be paid to the supplier by any third parties cannot be recovered by the supplier, then the customer is liable to the supplier covered by the requirements of any in-house relationships.
4. If any breaches of obligations are in place from the customer, especially the default of payment, then the supplier is legally entitled, following an unsuccessful expiry of a deadline laid down by the supplier, to withdrawal and to cancellation. The legal determination covering the dispensability for the determination of a deadline remains unaffected by this. The customer is obliged to the surrendering of goods.

**IV. Deadlines for deliveries; default**

1. Compliance to deadlines by the supplier requires the punctual delivery of supplied goods of all documents, required approvals and authorization and releases, especially from plans, as well as further compliance with all agreed terms and conditions of payment and other obligations from the customer. If these requirements are not punctually complied with, then the incumbent deadlines for the supplier will be extended appropriately, unless the supplier him/herself is responsible for any delays.
2. If non-compliance with the deadlines is caused by conditions of any force majeure, such as for example mobilization, war, unrest, strikes or lock-outs, then the deadlines will be appropriately extended.
3. If the supplier is in default of delivery of supplied goods, then the customer can raise a payment for compensation, in so far as he/she can prove that the default has been the cause of damages, for each complete week of default of respectively 1% of the price for the section of the supplied goods, which could not be taken into commission for the expedient purpose of utilization, however only to a maximum of 5% of the total value for the non-delivered section.
4. Customer claims for compensation for damages caused by default in delivery of supplied goods as well as claims for compensation replacing the service performance over and above the limits set in the above mentioned paragraph 3 are eliminated. This does not apply for the case of malice, gross negligence or due to unimpeachable liability for damage to life, body or health.

The customer can, within the framework of legal regulations only withdraw from the contract, in so far as the supplier is responsible for default in delivery of supplied goods. A change to the burden of proof to the disadvantage of the customer is not connected with the previously mentioned regulations.

5. The customer is obliged, upon requirement from the supplier to declare within an appropriate deadline as to whether he/she demand delivery of supplied goods or withdraw from the contract due to the default in delivery of supplied goods.
6. If the shipment is delayed upon the request of the customer by a period of more than one month following the notification of shipment readiness, then the customer can be invoiced a storage fee for each stated month in sum total of 0.5% of the price for the subject matter of supplied goods. Proof of higher or lower storage costs are not taken from the contractual parties.

#### **V. Acceptance**

The customer is not authorized to refuse acceptance of the supplied goods due to insignificant defects.

#### **VI. Material defects**

1. The supplier chooses as to whether all deliveries must be repaired free of charge, redelivered as new or to be provided new, which show any form of material defect within the term period of limitations without any reference to operational time period, provided that the cause of the material defect took place within the point in time of the hazard transition period.
2. Material defect claims are limited to a time period of 12 months. This does not apply if the laws contained in §§ 438 section 1 No. 2 and 479 section 1 German Civil Code prescribe for a longer time period, furthermore in cases of injury to life, physical injury or health, for the case of malice, gross negligence or due to unimpeachable liability by the supplier as well as the fraudulent failure to disclose any defect. The legal regulations concerning expiry inhibition, inhibition and restarting of the deadlines remain unaffected by these.
3. The customer is obliged to immediately make claim for any notice of material defects with the supplier in the written form.
4. The customer may only withhold payments to an extent, which is appropriate in its relationship to the occurred material defect for any notified material defects whereby there can be no uncertainty in existence. If the notification of material defect is incorrect, then the supplier is authorized to demand reimbursement from the customer for any incurred expenses.
5. The supplier must initially be given the opportunity for the follow-up rectification to the supplier goods/service.
6. If the follow-up rectification comes to nothing then the customer can withdraw from the contract or demand the payment of depreciation. The enforcement of possible claims for compensation/damages according to the following clause IX remains unaffected by this.
7. Defect claims are eliminated for any insignificant deviations from agreed qualities or insignificant influence on the usability, for natural wear and tear or damage, which occurs after the utilization transfer caused by defective or incorrect resources, defective construction work or due to particular external influences, which have not been provided for in the contract.  
  
If the customer or third parties implement improper modifications or maintenance work, then there can be no regress claims for defects from the consequences resulting from these.
8. Recourse claims by the customer against the supplier according to § 478 Code of Civil Law (recourse against the company) does not exist, in as far as the customer has made agreements with his/her customer that exceed the legal defect claims.
9. All claims for compensation are covered in section IX. All further far-reaching claims or claims from the customer not covered in section VI against the supplier or his/her execution assistants caused by material defects are eliminated.

#### **VII. Commercial trade mark rights and copyrights**

1. The supplier is obliged, unless there is any other agreement in place, to merely provide delivery of the supplied goods to the country of the delivery location free of any commercial trade mark rights and copyrights (referred to in the following as trade mark rights). If any third parties raise claims against the customer due to violations of any trade mark rights against the contractually correct utilized delivery of supplied goods from the supplier, the supplier is liable to the customer within the deadline laid down in the previous section VI no. 2 as follows:
  - 1.1. The supplier will, according to his/her choice and at his/her cost, either secure a utilization right for the respective delivery of supplied goods, change it in such a way that the trade mark rights are no longer violated against, or will exchange the delivery of supplied goods. If this is not possible for the supplier under reasonable conditions then the customer is entitled to his/her legal rights.
  - 1.2. The obligations of the supplier to compensation payments are determined in section IX.
  - 1.3. The previously laid down obligations for the supplier only exist, if the customer immediately informs the claims in the written form of the entitlement made by any third parties, does not recognise any violation and that all defence measures and amicable settlements remain intact. If the customer discontinues the utilization of the delivery of supplied goods due to compensation minimization or for other important reasons, then he/she is obliged to inform the third party in the written form, that non-utilization of the supplied goods is not to be evaluated as recognition of trade mark rights violations.
2. Claims by the customer are eliminated, if he/she is responsible for the trade mark rights violation.
3. Claims by the customer are furthermore eliminated, if the trade mark rights violation is incurred due to special instructions made by the customer, caused by a application that could not be predicted by the supplier or that the supplied goods have been modified by the customer or utilized with products that have not been delivered by the supplier.
4. If there are other legal shortcomings in place then the regulations laid down in section VI apply analogue. Any further customer claims other than those regulated in section VII against the supplier or his/her legal representatives are strictly eliminated.

#### **VIII. Contractual adjustment**

1. If delivery of the material goods is impossible, then the customer has the right to claims for compensation, unless the supplier could not be held responsible for the non-delivery. The claim for compensation for the customer is limited to 10% of the value of the appropriate section of the material goods delivery, which cannot possibly be taken into operation for the planned utilization. These limitations do not apply for the case of malice, gross negligence or due to unimpeachable liability for damage to life, body or health. A change to the burden of proof to the disadvantage of the customer is not connected with the previously mentioned regulations. The customer furthermore still retains the right to withdraw from the contract.

2. If conditions of force majeure for the economy importance cause substantial changes to the contents of the material delivered goods or have an extreme influence on the customers operations, then the contract must be appropriately adjusted with consideration being taken to good faith to the changed conditions. If this is not economically viable then the supplier has the right to withdrawal from the contract. If the supplier wishes to take up this right to withdrawal then he/she must immediately inform the customer of this situation.

#### **IX. Other compensation/damages claims**

1. Customer compensation and expenditure claims for compensation (referred to in the following as compensation claims), for any reason whatsoever are eliminated. This does not apply for unimpeachable liability, such for example according to the product liability laws, for the case of malice, gross negligence or due to unimpeachable liability for damage to life, body or health or for the case of violations against important contractual obligations. The claims for compensation for violation of important contractual obligations is limited to contractual typical foreseeable damages, whereby malice or gross negligence is not in place or due to unimpeachable liability for damage to life, body or health. A change to the burden of proof to the disadvantage of the customer is not connected with the previously mentioned regulations.
2. If the customer has the right to compensation claims as laid down in this section, these come under the statute of limitations for material defect claims in compliance with the previous laid down section VI no. 2. The legal regulations apply for any claims for compensation according to the product liability laws.

#### **X. Court of jurisdiction, applicable law**

1. If the customer is a businessperson then the only place of legal jurisdiction is the headquarters of the supplier, unless this is determined as otherwise by law. The supplier is also authorized to bring action at the headquarters of the customer.
2. German material laws apply for all legal relationships from or in connection with this contract. The agreements from the United Nations concerning contracts covering International sale of goods (CISG) is still eliminated.

#### **XI. Contractual obligations**

If any individual sections of this contract are or become legally invalid this will not affect the remainder of the contract. This does not apply if adherence to the contract causes an unreasonable hardship for one of the contractual partners.