

## General Terms and Conditions of Sale, Delivery and Payment (Rev. 05)

### 1. General

The following General Terms and Conditions of Sale, Delivery and Payment shall apply exclusively. This Seller shall not acknowledge opposing and diverging regulations of the Terms and Conditions unless they have formally agreed to its validity in writing.

The Seller's Terms and Condition shall also then apply if the Seller makes the delivery without reservation, with recognition of opposing and diverging Terms and Conditions. These General Terms and Conditions of Sale and Delivery, including the agreed Conditions of Payment, shall also be an integral part of all previous and future business relations.

All agreements that have been made for the purpose of this Contract shall be recorded in writing in this Contract.

### 2. Offer - offer documents

Should the order qualify as an offer in accordance with Section 145 of the German Civil Code [Bürgerliches Gesetzbuch], the Seller may therefore accept it within two weeks.

Where designs, drawings, calculations and other documents are concerned, the Seller reserves ownership rights and copyright. This shall also apply to such written documents marked as „confidential“. The Buyer requires explicit, written agreement from the Seller preceding their circulation to third parties. The Buyer shall, regardless of his negligence, be committed to compensating any losses for the Seller as a result of the infringement of third party rights.

### 3. Prices and Payment Conditions

All offers shall be non-binding and subject to confirmation.

The Seller prices, after tax, shall correspond to the work at the appropriate, effective amount, exclusive of VAT. The effective price lists from the Seller at the time of the order shall be solely and exclusively binding for price calculations.

As a basic principle, the Buyer shall absorb shipping costs. Carriage-paid deliveries shall require a special agreement that must be expressly agreed in writing by the Seller. As with all movements, risks to the Seller's property shall pass to the Buyer, as also applies for movements in future decline. Parcels shall be shipped on behalf of and at a risk to the Buyer, even if carriage-paid delivery is binding. Breakage insurance shall be negotiated by the Seller at the Buyer's request, in his name and at his costs.

The Buyer shall concern himself with the unloading process. It must be carried out immediately and appropriately. In the event that the Seller's employees and materials are supplied, there would hereby be no grounds for liability for the correct procedure during the unloading process.

The deduction of a trade discount shall require a special written agreement. Bills received as payment, cheques or assignments, shall not justify a trade discount deduction in any circumstances. This shall also not result in a deferment of payment.

The Buyer shall only be entitled to set-off rights if his counter claims are ascertained as valid, indisputable or approved by the Seller. Furthermore, the Buyer shall only be authorised to exercise a right of retention insofar as his counter claim is based upon the equal contractual relationship.

Invoices amounts shall be paid exempt from charges and without deduction upon receipt of the goods, unless an alternative method of payment has been explicitly agreed in writing upon placement of the order.

Should the Buyer default, interest shall be charged by the Seller at 5% over the base rate.

### 4. Delivery Times

The Seller shall be explicitly permitted, at their own discretion, to carry out the dispatch and charging of the appropriate part-batches of the issued delivery contracts. Permitted delivery dates shall not be fixed dates and are subject to all technical issues being clarified. They shall be met as often as is possible and charged from the date on which the Seller completely clarified issued contracts and contracted payable advance payments. Claims for lost profits or other indemnity claims shall not account for unmet, agreed terms of delivery under any circumstances. For delayed delivery, with the inclusion of partial deliveries, the Buyer shall always guarantee the Seller an extension period of at least four weeks. Delays as a result of interruption to operations, force majeure and difficulties sourcing raw materials and consumables shall override the sales agreement after the aforementioned extension period, unless the Seller explicitly declares their readiness for delivery in writing.

Orders that are placed on demand by the Buyer but have not been retrieved within three months, may be delivered and invoiced to the Buyer at the end of this period by the Seller without special advance notice.

Should the Buyer be in default of acceptance or culpably breach other obligations to co-operate, the Seller is therefore entitled to claim compensation for accruing losses, inclusive of possible additional expenses. Further demands shall be reserved. Provided that the aforementioned requirements are in existence, the risk of accidental loss or incidental degradation of purchased items at the time shall omit to pass to the Buyer at this time, in which this has been incurred in default of acceptance or lack of timely performance

## 5. Withdrawal of the Contract

Should there be a setback in the Buyer's capacity to pay as a direct result of his financial circumstances, or his capacity to pay becomes otherwise doubtful after confirmation of the order, the Seller shall therefore be permitted to demand an optional guarantee or withdraw from the Contract. Indemnity claims shall remain reserved in this case.

## 6. Force Majeure

In the event of a force majeure, the Contract may be wholly or partly terminated or revoked by the Seller at any time. Indemnity claims made by the Buyer shall not be covered.

War, mobilisation, blockades, general or partial strikes, lock-outs, riots, epidemics, machinery breakages, fires, explosions, electrical, incendiary or packing shortages and the like, distribution difficulties as well as any incidental, resulting circumstances that arise for the Seller or the Seller's subcontractor and renders production or distribution impossible, shall be deemed a force majeure.

It is expressly stated the above shall also apply for the Seller's suppliers that are not resident in the Federal Republic of Germany.

## 7. Reservation of Ownership

The Seller shall retain the ownership of the purchased items until all payments have been received from the delivery contracts. In the event that the Buyer acts contrary to the Contract, particularly in relation to late payment, the Seller shall be authorised to withdraw the purchased items. Withdrawal of the purchased items by the Seller shall not constitute cancellation of the Contract unless it had been explicitly declared by the Seller in writing. The seizure of purchased items by the Seller shall always constitute cancellation of a Contract. The Seller shall be entitled to their utilisation after the withdrawal of the purchased items; the proceeds of which utilisation shall be credited against the Buyer's accounts payable - less suitable utilisation costs. The Buyer shall be obligated to treat the purchased items with care; he is most notably obligated to sufficiently insure them, as new, at his own expense against losses due to fire, water and theft. Provided that maintenance and inspection works are required, the Buyer must implement them at his own cost in due time.

The Buyer shall advise the Seller immediately in the event of distress or other third party interventions, thereby allowing this claim to be lifted in accordance with Section 771 of the German Code of Civil Procedure [Zivilprozessordnung]. Provided that the third party is not in a position to reimburse the Seller for the legal and extra-judicial costs of a claim in accordance with Section 771 of the German Code of Civil Procedure, the Buyer shall be liable for losses incurred.

The Buyer shall be authorised to re-sell the purchased items in ordinary transactions; he shall now however assign the Seller all claims to the amount of the invoice final amount (including VAT) from those claims that have accrued to him from resale against his consumer or third party, irrespective of whether the purchased items had been sold without or after processing. The Buyer shall also remain empowered to recover goods after assignment. The Seller shall be entitled to collect demands in person as long as the Buyer does not comply with his obligations to pay from the proceeds collected, is not in delayed payment and, in particular, no application for the disclosure of bankruptcy, compromise or insolvency proceedings has been provided or bankruptcy is in existence. Should this be the case, however, the Seller may therefore demand that the Buyer disclose the assigned demands and his debtors to them, provide all required statements for collection that surrender corresponding records and advise the debtors (third parties) of the assignment.

Processing or transformation of the purchased items shall always be carried out for the Seller by the Buyer. The purchased items shall be processed with other items not affiliated to the Seller, thus they shall gain co-ownership of the new items proportional to the value of the purchased items (invoice final amount; including VAT) and the other miscellaneous items at the time of amalgamation. The amalgamation shall be effected in such a way that the Buyer's items are regarded as essential, thus deeming it agreed that the Buyer confers co-ownership proportionately upon the Seller. The Buyer shall keep the sole or co-ownership for the Seller in safe keeping.

The Seller shall also transfer the demands to the Buyer to safeguard their demands against him, which shall accrue via the consolidation of purchased items with property contrary to a third party.

The Seller is obligated to release the guarantees owed to them by request of the Buyer in this respect when the marketable value of their guarantee exceeds the demands to be secured by more than 10%; the range of released guarantees shall be incumbent upon the Seller.

The Seller shall reserve co-ownership of the purchased items („guaranteed products“) from the Buyer until the fulfilment of all of their, including any future, demands from the business relationship. In the event of outstanding accounts, the reservation of ownership shall apply as a guarantee for the Seller's particular total receivables.

## 8. Compression Moulds and other Production Tools

Should compression moulds or other cutting tools be manufactured on behalf of the Buyer, the owners shall thus remain cleared by the Seller, even if the costs for this tool have been fully or partially paid for by the Buyer.

## 9. Extent of Obligation to Supply and Manufacturing Standards

Weight specifications on offers and order confirmations by the Seller shall only be approximate. The actual marked weights shall correspond to the actual quantities delivered, in which the following allowances shall be allowed:

From	0 kg to 500 kg	- +/- 25 %
from	501 kg to 1,000 kg	- +/- 20 %
from	1001 kg to 3000 kg	- +/- 15 %
more than	3000 kg	- +/- 10 %

Irrespective of the regulations specified here and without separate written agreement, the Seller's deliveries and work shall be performed according to the DIN standard with the designated allowances therein.

## 10. Accountability regarding Commercial Property Rights

Should the delivered goods or work of even these goods that have been executed by appointment to the Buyer violate any right to the intellectual, commercial or industrial property in their capacity, functionality, amendment or application possibilities, this may therefore in no way constitute to a liability against the Seller. This may also happen if the Buyer's use of the goods, in connection with other goods, violates this right in any manner.

The Buyer shall be obligated to render the Seller exempt from all possible third party claims and reimburse the Seller with incurred court and legal expenses, other expenses and all accepted unfavourable consequences that may produce such claims for the Seller.

## 11. Cleaning

Unless otherwise agreed, the cleaning instructions of the aluminium headquarters in Düsseldorf shall apply for the cleaning of anodised or coated aluminium.

The Buyer themselves is responsible for the proper skilled performance of this work.

## 12. Guarantee

The delivered goods shall be subject to investigation and the requirement to give notice of defaults according to the regulations of the German Commercial Code [Handelsgesetzbuch]. Buyer's claims shall be required to comply with this, most notably his, owed obligation to investigation and requirement to give notice of defaults in accordance with Section 337 of the Commercial Code. Notification of defects shall be declared immediately on arrival by heavy-goods vehicle or upon collection and refused acceptance.

Insofar as there is a shortage of purchased items available, the Seller shall be entitled to supplementary performance in the form of remedial action of their choice or a supply of new items free of defects. Rights to reduction shall be excluded. Similarly, the enforcement of assembling and disassembling costs shall be excluded from lost sales including direct and indirect losses.

For possible losses caused by employee inspections, fittings or repairs in any form, the Seller shall only be liable based on intent or gross negligence. For built-in parts from the external supplier, the Seller shall provide a guarantee in this respect, furnished as per the same guarantee thereof.

Insignificant deviations from model drawings relating to colours and dimensions within the customary bounds shall not grant the Buyer a right to complain or give notice of defects.

Wilful damages that have occurred as a result of improper or rather negligent use in the Buyer's domain shall not be rectified by the Seller. Buyer claims shall cease to exist if this use has been in breach of maintenance guidelines and instructions. A right to a security deposit plus a Buyer's right to set-off or retention shall be excluded.

The Buyer shall return all rejected items to the Seller's factory. These same articles shall be subject to an investigation. Custom-made products and parts that have already been installed may not be returned.

For agreed returns the Seller shall reserve the right to retain 20 % of the net value for expenses incurred by returns, investigations into default goods, new packaging and storage. As a general principle, returns shall be supplied to the Seller's factory free of charge. Unarranged returns shall not be accepted and are forbidden. They shall not constitute a claim, even if the Seller does not object in due time.

In case of hidden defects the seller shall get the prove of warranty claims immediately after discovery of these, though two months after delivery at latest

The period of limitation for notification of defects shall amount to twelve months, chargeable from the passing of risk. The period of limitation in the event of delivery recovery shall remain unaffected under Sections 478 and 479 of the German Civil Code; it shall amount to five years, chargeable from delivery of the defected items.

Should at least two years elapse since the last order or rather production using these tools, the Seller shall therefore have the right to scrap these compression moulds or cutting tools. A right to a refund from the Buyer of expenses paid up until that point shall not be requested.

## 13. Place of Execution, Jurisdiction, Applicable Law

The place of execution for delivery and payment shall be D-54531 Wallscheid. This shall also apply to liabilities on notes and cheques regardless of the claim amount. The place of jurisdiction shall be the local court in Wittlich. The Seller shall also be permitted to take legal action against the Buyer in his local court.

The law of the Federal Republic of Germany shall apply; the validity of the UN CISG shall be excluded.

Should one of the existing conditions become invalid, the remaining conditions thereof shall thus remain unaffected and be withstanding.

The Buyer shall concern himself with the proper and professional execution of this work.

**Date: 12/2015**