

1. Scope of application
  - Deviating general terms and conditions of the business partner shall not become contractually binding, even if we have not expressly objected to those in the individual case.
  - Our deliveries, services and offers are made exclusively on the basis of these terms of delivery and payment. These are an integral part of all our, also future, offers and contracts which we address to our business partner or which we conclude with our business partner concerning our deliveries and services.
2. Offer and conclusion of contract
  - All our offers are subject to change without notice.
  - The legal agreement between us and the business partner is governed exclusively by the written purchase agreement including these terms of delivery and payment, otherwise the content of our order confirmation, including these terms of delivery and payment.
  - Supplements and amendments to the agreements that we reached, including these terms and conditions of delivery and payment, must be in writing in order to be effective.
3. Prices and payment
  - Our prices are in EURO ex works plus statutory VAT and packaging.
  - The right to suspend payments or set off with counterclaims is only granted to the business partner insofar as his counterclaims are undisputed or legally established.
  - If, after the conclusion of the contract, we become aware of the fact that our payment claim is jeopardized by the lack of performance of our business partner, we are entitled to carry out or deliver outstanding deliveries or services only against prepayment or security services. In case of refusal of the business partner, we are entitled to withdraw from the contract and to demand compensation.
  - The date of our invoice is decisive for the commencement of agreed payment periods unless otherwise agreed.
4. Delivery, time of delivery, delay of delivery
  - If nothing else has been agreed, our deliveries are made ex works.
  - Compliance with the date of delivery or the delivery period is subject to the notification of the dispatch or readiness to be picked up by us.
  - Compliance with agreed delivery deadlines is subject to correct and timely self-supply. We shall notify the business partner, as soon as possible, of any delays.
  - If we are in default of delivery, the claims of the business partner are determined exclusively according to the regulations in section VIII of these terms of delivery and payment.
  - If we are too late with an agreed delivery date, a waiting period of 10 calendar days is agreed.
5. Transfer of risk, acceptance
  - The risk is transferred to the business partner when the delivery item has been handed over by us to the freight forwarder, freight carrier or a third party entrusted with the dispatch. This also applies if we have accepted the delivery.
  - If acceptance is to be carried out, this shall be decisive for the transfer of risk.
  - If the dispatch or acceptance is delayed for reasons attributable to the business partner, the risk is transferred to the business partner from the date of the notification of the dispatch or acceptance check.
  - Part deliveries are permissible as far as they are reasonable for the business partner.
6. Reservation of proprietary rights
  - We reserve the title to the delivery item until the receipt of the full payment of the agreed purchase price or work wage.
  - The partner is entitled to resell the reserved goods in normal business transactions. The partner already assigns the claims of the buyer from the resale of the reserved goods to us, in the amount of the final invoice amount (including VAT) agreed with us. This assignment applies irrespective of whether the purchase item has been resold without or after processing. The partner remains authorized to collect the claim even after the assignment. Our power to collect the claim ourselves remains unaffected. However, we will not collect the claim, as long as the partner complies with his payment obligations from the revenue collected, is not in arrears with payment, and in particular no application for opening insolvency proceedings is filed or payment is settled.
  - The processing with or for the item, or transformation of the purchased goods by the partner always takes place in our name and on our behalf. In this case, the vested rights of the partner in the purchase are continuing onto the changed thing. If the object of purchase is processed with other items not belonging to us, we acquire the co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of the processing. The same applies to the case of mixing. If the mixing takes place in such a way

that the object of the partner is to be regarded as the main object, it is agreed that the partner transfers to us pro rata co-ownership and keeps the resulting sole proprietorship or co-ownership for us. In order to secure our claims against the partner, the partner also assigns those claims to us, which arise from the combination of the reserved goods with a property against a third party; we accept this assignment already now.

- In the event of a breach of duty by the business partner, in particular in the event of a delay in payment, we shall be entitled to withdraw the delivery item after the expiry of a deadline set for the business partner; the business partner shall be obliged to surrender.
- If an application for the opening of the insolvency proceedings is filed on the assets of the business partner, we are entitled to rescind the contract immediately.

#### 7. Warranty

- The quality of the delivery item depends exclusively on the contractually agreed technical specifications.
- The warranty period begins with work contracts for special products with the acceptance, otherwise for delivery of the delivery item and is 12 months.
- Warranty obligations do not affect us in the case of unsuitable or improper use, faulty assembly or commissioning by the business partner or by third parties not commissioned by us, in case of unsuitable operating equipment, in case of defective construction work, unsuitable construction site, chemical or electrochemical or electrical influences as long as we are not responsible.
- In the case of justified and timely notification of defects, we shall repair or replace parts which, as a result of a circumstance occurring prior to the transfer of risk, are found to be defective, leaving us with the choice of the possibility of making such remedies.
- In order to carry out the repair or replacement delivery, the business partner needs to give us the necessary time and opportunity.
- If we fail to fulfill our obligations under subsequent performance or do not comply with the contract within a reasonable time, the business partner may set us a deadline within which we have to fulfill our obligations.
- In the event of an unsuccessful expiry of this period, the business partner may demand a reduction in the delivery price, withdraw from the contract, or carry out necessary improvements ourselves or by a third party at our expense and risk. If there is only a negligible defect, the business partner is only entitled to reduce the delivery price.
- If the business partner or a third party improves it improperly, we are not liable for the resulting consequences. The same shall apply to any changes to the delivery item made without our prior consent.
- If we carry out the construction of the delivered goods at the request of the business partner, we will make the construction available to the business partner before the production of the products for review and approval. Insofar as the business partner releases the construction, our warranty liability for recognizable defects of the construction is excluded from the business customer. The same applies if the design is bindingly stipulated by the business partner.

#### 8. Liability

- Claims for damages of the business partner arising from the contract and / or tort, including delay, in particular, claims for compensation of property damage and loss of profit if the delivery item cannot be used by the contract partner in accordance with the contract, as well as claims for compensation for damages which are not caused by the delivery item itself, shall be excluded, unless we are liable for intent or gross negligence.
- In case of culpable violation of essential contractual obligations, we shall be liable - except in the case of intentional or gross negligence - only for the contract-typical, reasonably foreseeable damage.
- The limitations of liability in the preceding paragraphs 1 and 2 shall not apply in cases where the goods are liable for faults in the delivered item for persons or property damage to privately used items under the Product Liability Act. The limitation of liability also does not apply to the violation of life, body and health.

#### 9. Force majeure

- Force majeure, labor disputes, unrests, official measures, absence of supplies of our suppliers and other unpredictable, unavoidable and serious events release us and our business partners from the mutual performance obligations for the duration of the disturbance and to the extent of their effect. This also applies if these events occur at a time when the affected contract partner is in default, unless deliberate or grossly negligent. The business partner and we are obligated to promptly provide the necessary information within the framework of the reasonableness and to adapt the mutual obligations in good faith to the changed circumstances.
- Delays in delivery and performance due to force majeure entitle us to postpone delivery and performance by the duration of the hindrances plus an appropriate start-up time and to withdraw from the contract in full or in part because of the part not yet fulfilled.

#### 10. Credit assessment and data transmission

- The business partner agrees that we submit data to the creditworthiness test for credit insurance and credit bureaus, and to obtain information about it from the above-mentioned institutions. Regardless of this, we can report data to non-contractual contracts (e.g. late payment) to the commercial credit insurers and credit bureaus.
11. Jurisdiction, applicable law
- For all legal disputes, our place of business is place of jurisdiction. We are also entitled to sue at the registered office of the business partner.
  - The relations between us and our business partner are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

Ibbenbüren, 10th January 2008