

General Terms and Conditions of Supply and Service

These Terms and Conditions form an integral part of all our offers and contracts for deliveries and services, including those in current or future business relationships. Our express written consent is required before any deviating agreements - in particular any terms and conditions of business of our customers that run counter to our own - or any side agreements can become an integral part of our contracts.

1. Offer, conclusion of contract

1.1 Our cost estimates are non-binding and without obligation at all times.

1.2 Contracts with us are not concluded until we have given our written acceptance of orders received, or until the delivery items or services ordered by our customers have been delivered or performed. The same principle applies accordingly to customer orders involving additions or amendments to contracts.

1.3 Information provided in our catalogues and brochures is non-binding unless it is explicitly designated as binding. Customer must accept any minor deviations in figures, drawings, dimensions and weights, consumption and power ratings, etc. in our offers or confirmation of orders.

1.4 We reserve without limitation our rights of ownership and exploitation of copyright in respect of our cost estimates and all documents relating to offers; they may not be made accessible to third parties.

1.5 In the case of deliveries outside the Federal Republic of Germany, the conclusion of a contract is conditional on an export permit being granted.

1.6 We shall be bound to our binding offers for three months after the date of offer unless a different binding period is specified in our binding offers.

2. Scope of delivery

2.1 The scope of delivery is defined solely by our written confirmation of order. If a written confirmation of order is not provided by us, our written offer shall be applicable. We do not grant licences unless such grant of licence is expressly agreed in writing.

2.2 Protective equipment is included in the scope of delivery only when this is prescribed by law or expressly agreed in writing.

2.3 We have the right to make partial deliveries.

2.4 We deliver ex works unless otherwise agreed in writing.

3. Prices

In the absence of a separate agreement, the applicable prices are the ex works prices on the date of delivery, plus value added tax at the statutory rate, exclusive of packaging, insurance and transport.

4. Terms of payment

The following payment terms shall be applicable unless it is explicitly stated otherwise in a written agreement with Customer:

4.1 Payments shall be rendered within one month after receipt of invoice, without deductions of any kind.

4.2 If we have contractually agreed to install the delivery item, the following terms of payment shall apply:

- 30% of the gross order value is payable when the order is granted,

- 60% of the gross order value is payable on delivery,

- 10% of the gross order value is payable on acceptance.

For the rest, the provisions in item 4.1 above shall apply.

4.3 The terms of payment pursuant to items 4.1 and 4.2 above shall apply accordingly for all partial deliveries. If the partial delivery/deliveries is/are capable of being used, our customer shall not have the right to withhold payments.

4.4 Calculation of interest is governed by the statutory regulations. We reserve the right to make further claims to compensation. If payment in instalments has been agreed and Customer defaults wholly or partially on two successive instalments, the entire amount of arrears shall be payable immediately.

4.5 We accept bills of exchange by prior arrangement only and on condition that said bills are discountable. Bills of exchange and cheques shall be credited to Customer's account only when and on condition that we can dispose of the countervalue without reservations, including any additional expenses that may have

been incurred. Any discount charges and additional expenses incurred shall be charged to Customer and must be reimbursed to us on demand.

4.6 Should circumstances become known after conclusion of contract that cast serious doubt on the solvency or creditworthiness of Customer (e.g. default on payment, late payment of bills of exchange or cheques), we shall have the right to refuse performance until Customer has rendered counter-performance and honoured its debts to us - including those from other business transactions relating to an ongoing business relationship -, or provides collateral in respect of such debts.

4.7 In the case of deliveries outside the Federal Republic of Germany, our customer must provide, at our request, payment bonds for the agreed order price before delivery, in the form of irrevocable and confirmed letters of credit issued by a major bank.

5. Dates and deadlines

5.1 The deadlines we specify begin on the date of our written declaration of acceptance, but not before Customer has provided the documents he is obliged to procure and/or has satisfied other requirements such as the provision of documents, clearances, construction and installation plans, and/or has rendered any payments due.

5.2 Deadlines shall be extended by a reasonable amount if amendments or additions are made to the contract with our customer, or if our customer does not honour in time his obligations to cooperate.

5.3 Specified dates and deadlines are binding only on condition that they are agreed in writing. Strike, lock-out, acts of state, traffic disruptions and other unusual circumstances shall exempt us for the duration of their impact from our duty to provide services.

5.4 If our own supplier/subcontractor fails to deliver or perform for reasons that involve no fault on our part, or such that we are unable to honour, in a timely manner, our obligations to deliver or perform, we shall have the right to withdraw from the contract concluded with Customer to the extent that it pertains to services that are not rendered.

5.5 We reserve the right to choose the form of dispatch at our own discretion.

5.6 If dispatch is delayed at the request of our customer or due to circumstances for which our customer bears responsibility, we shall charge to our customer the costs incurred for storage for each month started, commencing one month after notification of readiness to dispatch; in the case of storage in Seller's production plant, the amount shall be at least 0.5% of the contract value, without prejudice to the assertion of additional rights. Customer has the right to prove a lower amount of damage. If we have set a reasonable deadline and said deadline has expired to no effect, we shall also have the right to dispose otherwise of the delivery item and to supply our customer within a reasonably extended delivery period.

5.7 In the case of deliveries outside the Federal Republic of Germany, our customer is obligated to procure all required approvals, in particular import approvals, etc.

6. Installation

In the absence of separate agreements, the following provisions shall apply for all types of installation and assembly work:

6.1 The customer shall provide in a timely manner, at his own expense:

- the required number of assistance teams,
- operating supplies such as water, electricity, technical gases,
- heating, general lighting,
- all earthwork, construction work, plastering work or other ancillary work, including any building materials required.

6.2 Before installation work begins, our customer shall provide all required details concerning the location of hidden power cables, gas pipes and water pipes or similar fittings, as well as the necessary details in respect of statics, and provide all plans required for proper installation.

6.3 Before assembly or installation work begins, all parts required for installation must be on the premises, and all preliminary work must be either completed or sufficiently

advanced so that assembly or installation can be carried out immediately once our employees have arrived.

6.4 If assembly, installation or commissioning is delayed through no fault of our own, Customer shall bear the costs for waiting and/or for any additional trips that may be necessary on the part of the installation personnel.

6.5 We shall not accept any liability for work carried out by our installation personnel or other persons employed in discharging our obligations, if the work is not related to delivery, assembly, installation or commissioning, or if Customer has arranged for such work to be carried out.

7. Place of performance, passing of risk

7.1 Unless otherwise and explicitly agreed in the respective contract, the place of performance for our deliveries and services is Bremen.

7.2 Passing of risk is governed by the statutory regulations.

8. Assignment, set-off, retention

8.1 Our customer does not have the right to transfer claims against us to third parties without our written consent.

8.2 Set-off against counter-claims of Customer is not permitted unless the counter-claims are not disputed by us and have been established as due for payment or as final and conclusive by a court of law.

8.3 Our customer does not have the right to assert rights of retention against us on the basis of counter-claims he may have; item 8.2 shall apply accordingly, however.

9. Retention of title

9.1 We reserve ownership of the items supplied and/or installed by us (referred to hereinafter as "reserved title goods") pending full payment of all amounts owed to us under this contract and from the business relationship with the customer, regardless of their legal basis (including all current account balances), and that arise on conclusion of contract, had already arisen on that date or that will arise in future from the business relationship.

9.2 Customer may resell, process or mix and subsequently resell within extended retentions of title, provided that this occurs in the normal course of business. In particular, Customer is not permitted to pledge our reserved title goods or to transfer ownership of them by way of security.

9.3 Customer hereby assigns to us as security the receivables owed to him from reselling the reserved title goods, including any secondary rights, as well as any claims against his insurer. If the reserved title goods are sold with other goods that do not belong to us, be it without processing or after processing, such receivables and similar are hereby assigned to us to the invoice value of the reserved title goods.

9.4 At the request of the customer, we are obligated to transfer back to Customer our ownership of the reserved title goods and the receivables assigned to us, to the extent that their value exceeds by more than 20% the total amount owed to us by Customer.

10. Liability for defects

10.1 The warranty rights of Customer are conditional on the latter complying with his obligations, pursuant to Sections 377 ff. of the German Commercial Code [*Handelsgesetzbuch* - HGB], to examine the goods and report any defects. In the event of objections, obvious defects must be reported forthwith in accordance with Section 377 HGB, but at the latest within 14

days of receiving the goods, whereas hidden defects must be reported immediately after their discovery, otherwise the goods are deemed to be approved.

10.2 If our customer is a businessman warranty claims are barred by limitation twelve months after the goods supplied by us have been delivered to our customer, or the services we performed have been accepted by Customer.

10.3 Should the goods supplied or the services provided exhibit a defect or deficiency that was present when risk passed to Customer, we shall, at our own discretion and conditional on timely complaint about defects or deficiency claim, either remedy the goods/service or supply replacements. We must be given an opportunity to remedy within a reasonable period.

10.4 We accept no liability for defects caused by improper use or operation of the delivery item by Customer or third parties. The same principle applies for faulty installation, faulty commissioning, infringements of operating rules, of installation regulations or generally accepted engineering standards, such as the use of unsuitable production equipment and facilities, negligent handling, excessive loads, etc. by Customer or third parties, for normal wear, and for chemical, electrochemical or electrical influences that were not foreseeable. If Customer or third parties perform repair work or modifications of the delivery item in an improper manner, no warranty claims may be lodged for these or for their consequences.

10.5 The provisions in the foregoing shall be without prejudice to Section 444 of the German Civil Code (BGB).

11. Liability

11.1 Claims for compensation claims against us or our employees for injury to life, body or health are excluded, unless we, our legal representatives or persons we employ in fulfilling our obligations have acted wilfully or with negligence.

11.2 In addition, subject to the provision of item 11.1 above, there shall be no liability on our part or that of our employees unless we or our executive employees have acted in a grossly culpable manner, or there has been a culpable and material breach of our contractual obligations.

11.3 Our liability is limited in any event to €500,000 in each case.

12. Data protection

We have the right to store data about our customers on computer equipment and to process and use said data for our operational purposes in accordance with statutory regulations.

13. Place of jurisdiction, governing law

13.1 The place of jurisdiction for both Parties in respect of all disputes arising directly or indirectly from the contractual relationship - including disputes pertaining to documents, bills and cheques - is Bremen. We have the right to take legal action against our customers at their registered business address.

13.2 The contract is governed by the laws of Germany, under exclusion of the "UN Purchasing Law Agreement" of 11 April 1980.

14. Severability

Should any provisions of a delivery and service contract of which these Terms and Conditions form an integral part be void, this shall have no effect on the validity of the remaining provisions in said contract.