

General Sales and Delivery Terms and Conditions

1. General:

- a) Insofar as the contractual parties have not expressly agreed on something to the contrary, these General Sales and Delivery Terms and Conditions shall be valid exclusively for all services and deliveries from the Company.
- b) Exclusively the Company's General Business Terms and Conditions shall be valid for the contractual agreement. Any conflicting terms and conditions of the Customer shall not become contractual content even if the Company has not expressly objected to them.

2. Offers and Orders:

- a) Offers from the seller shall always be non-binding. Any orders that are issued in unmodified fashion that are based on offers shall be considered to have been accepted if the Company has not objected to the issuance of the order within one month's time or implements the orders.
- b) Any subsequent and oral agreements—particularly which are concluded by sales employees—shall only then be binding for the Company through a written confirmation. Invoices shall be considered to equate to written confirmations.
- c) Any offer documents—including cost estimates, drawings, models and specifications—may not be passed on to third parties and, upon request, must be returned to the Company without retaining any copies thereof.

3. Quality, Workmanship, Dimensions and Weights:

- a) Models shall always be considered to be non-binding models. The Company provides no guarantees to provide a delivery which absolutely corresponds to the model.
- b) Quality data shall—and indeed also with regards to maximum and minimum limits—shall only be considered to be approximate unless certain quality features have been expressly promised.

4. Prices:

- a) Unless something to the contrary has been agreed, the prices shall be understood to be in euro strictly net ex warehouse and/or storage centre of the contractual goods without packaging and freight. The dimensions and weights determined in the delivery plant or delivery warehouse shall be prevailing for the price calculations.
- b) If the sales price includes freight, customs duties or other public levies, then any increases in these ancillary costs which occur after the conclusion of the business transaction as well as any new levies affecting the goods, the shipment, the taxes or the customs duties shall be charged to the Customer.
- c) Any prices which are exempt from freight costs and customs duties shall not obligate the Company to indicate the freight costs and customs duties.
- d) If more than 6 months pass between the conclusion of the contractual agreement and the delivery, then the Company shall be entitled to demand the prices increases of its own sub-suppliers, the increases in wage and transport costs or any other unanticipated cost increases in addition to the agreed price.

5. Payment:

- a) Freight and other charges, discount charges and payment default interest as well as any other costs shall always be immediately payable in cash.

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- b) Any agreed discount deduction on instalment or partial payments shall only then be permissible if all instalment payments and the final payment are made in a timely manner within the discount period. Only the value of the goods without freight shall be discountable.
- c) In the case of the Customer's payment difficulties—particularly in the case of payment default, check or bill of exchange protests, the opening of or filing of a petition to open bankruptcy proceedings, the Company shall be entitled to implement any additional deliveries only against advance payment and to accelerate all outstanding invoice amounts—including deferred invoice amounts—so that they become immediately payable.

6. Offsetting and Assignment Ban:

- a) An offsetting by the Customer against the Company's claims shall be excluded unless the Customer's payment claim is undisputed or has been legally upheld. This shall not be valid if the Customer would be forced through the offsetting ban into an invoicing relationship to pay for a flawed or incomplete product or service in its full scope although he is entitled to counterclaims in the amount of the costs for the elimination of the defect or production costs.
- b) The assignment of a payment claim—regardless of the content—shall require the Customer's consent. Without the required consent, any assignments that have been made shall be invalid. The Customer shall withhold his consent only if, after the examination of the relevant individual case, his interests in the preservation of the payment claim relationship outweigh the interests of the contractual partner in the intended assignment.

7. Delivery Timeframes and Delivery Deadlines:

- a) Delivery timeframes and delivery deadlines shall be considered to be merely approximate data unless the delivery timeframe has been expressly agreed to be a binding timeframe.
- b) Any stated delivery timeframes shall be subject to the proviso of correct and timely delivery by our own sub-suppliers.
- c) Any promised delivery timeframes shall be extended by the timeframe by which the Customer is in default with the fulfilment of his obligations owed to us.
- d) Any disruptions for which the Company is not responsible in its own business operations or among its own sub-suppliers—particularly strikes, lockouts, blockades, exporting and importing bans, shortages of raw materials and fuels, fires, traffic disruptions, disruptions in operations or of the transport as well as force majeure events which are based on an unforeseeable event for which the Company is not at fault shall accordingly extend the delivery timeframe.
- e) Each delivery—including such from on-going business transactions—shall be considered to be a separate transaction and without influence on the other transactions.
- f) Each delivery delay must be promptly announced to the Customer by the Company.

8. Shipping, Transfer of Risk, Partial Delivery, On-Going Delivery:

- a) Unless something else has been agreed, the Company shall have the right to choose the shipping route and the shipping method. If the Company also functions as the shipper, the General German Shipping Terms and Conditions shall apply.
- b) Upon the handover of the delivery goods to the shipper, freight forwarder or the party picking up the goods, the risk shall be transferred to the Customer. This shall also be valid if the transport of the delivery goods is implemented or affected by the Company.
- c) Any goods that have been announced as being ready-for-delivery must be immediately accepted. As required, the Company shall be entitled to, in its own discretion, store the goods at the Customer's expense and risk and to charge the goods ex works and/or as warehouse-delivered at the day that the goods are announced as being ready-for-delivery.
- d) The Company shall be entitled to make partial deliveries.

9. Reservation of Ownership:

- a) The Company shall reserve the ownership to the supplied goods until the Customer has paid the agreed purchase price. In dealings with a Customer which is a commercial company, the Company shall be entitled to reserve ownership to the supplied goods until all payment claims have been settled from the business relationship and any checks and bills of exchange provided for payment have been fully redeemed.
- b) The Customer may sell the goods only during his customary business dealings, or may also not pledge or assign the goods by way of security, only as long as he is not in default.
- c) In the case of the sale and processing of the goods, the Customer shall, for the purpose of the securing of all the Company's claims, already now assign to the Company his payment claims against his end customers in the amount of the value of the reserved goods which shall be determined based upon the invoiced amounts.
- d) In the case of the processing, combining, mixing or blending of the delivery goods or of the new goods created through the processing with other goods regardless of whether these goods are owned by the Customer or a third party, the Company shall acquire co-ownership to the new goods based upon the proportional value of the invoiced value of the delivery goods to the value of the other goods at the time of the processing, combining, mixing or blending.
- e) If delivery goods are installed as an essential component on the real estate property of a third party, then the Customer shall assign to the Company any claims to which he is entitled against the third party or any other claims to payment with all ancillary rights—including the granting of a security mortgage.
- f) The Customer shall be entitled to collect the payment claims assigned to us as long as he is not in payment default and must promptly remit these amounts to the Company.
- g) The Company shall be entitled at any time to notify the end customers of the assignment and to collect the payment claim on its own.
- h) Each relocation of and any third-party claims against the secured goods—particularly any seizures—must be promptly reported in writing to the Company; in the case of seizures, subject to the enclosure of the seizure report.
- i) The Customer shall be obliged to insure the goods against fire and theft and, upon our request, to document this to us.
- j) Any handling and processing of the reserved goods shall be done for the Company as the manufacturer in accordance with § 950 of the German Civil Code without our incurring any obligations in this regard. The processed goods shall be considered to be reserved goods in accordance with these Terms and Conditions.
- k) If the value of the security to the Company's benefit exceeds the value of the payment claims over the long term by a total of more than 20 %, upon the Customer's request, the Company shall be obliged to correspondingly release the security of the Company's choice.

10. Warranty:

- a) Insofar as the delivery object encompasses the delivery of tension rods, the Customer is hereby expressly informed that the receipt of the corrosiveness category owed—particularly of the coated threads—shall only then be guaranteed if the mounting guidelines in the mounting instructions provided by the Company to the Customer have been meticulously followed during the mounting work. The Company shall exclude any liability insofar as the guidelines from the mounting instructions are not followed.
- b) The Customer must promptly report any obvious defects. If the Customer is a consumer, then he must announce any obvious defects within a timeframe of 2 weeks after delivery. In the case of an untimely notification of defects, any warranty claims shall be excluded. If the Customer is not a consumer, then § 377 of the German Commercial Code shall be valid for him. Insofar as a new order or new production of goods is required for the elimination of the

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defect/replacement delivery, its delivery timeframe and/or the required production timeframes must be taken into consideration in their full scope during the calculation of the appropriate timeframe for the elimination of the defect/replacement delivery. Upon request, the anticipated delivery timeframes shall be promptly announced by the seller to the buyer.

c) The Company shall be entitled, as it so chooses, to replace the defective goods or to eliminate the defect. The Customer must grant the Company multiple attempts to make a rectification—as a rule, two times. If the subsequent performance within an appropriate timeframe is unsuccessful, the Customer may, as he so chooses, demand either the reduction of the purchase price or the rescission of the contractual agreement.

d) Warranty claims shall become statute-barred within 12 months insofar as a longer timeframe is not mandatorily prescribed by law.

11. Liability Exclusion:

The Customer's damage compensation claims shall be excluded insofar as they are not based on contractual violations resulting from gross negligence or intentional wrongdoing upon the part of the seller, its legal representative or vicarious agents. This shall not be valid for damage compensation claims owing to the loss of life, physical injury and damage to health or owing to the violation of contractual cardinal obligations, i.e. essential obligations whose fulfilment only then makes possible the proper implementation of the contractual agreement at all and upon whose fulfilment the contractual partner may regularly rely.

12. Rescission

The Company shall be entitled to rescind the contractual agreement owing to the non-availability of the service owed. In this regard, the Customer must be promptly notified of the non-availability and shall promptly receive the return of any counter-performances that he has rendered.

13. Place of Performance, Choice of Laws and Legal Venue

a) For all disputes arising from this contractual agreement, German law shall be valid subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

b) The place of performance for the obligations owed by the Company shall be the production site for delivery ex works; the warehousing location for delivery ex warehouse.

c) In the case of disputes arising from contractual agreements with commercial companies, the legal venue shall be Passau; in the case of such disputes arising from contractual agreements with consumers, the statutorily-prescribed legal venue shall be valid.