

### **I. Conclusion of Contract**

1. Any order placed shall only become legally binding on us – to the extent acknowledged – when acknowledged in writing. At our discretion, an order acknowledgement in text form is possible.
2. Our General Conditions of Sale and Delivery in the latest wording shall also apply to any and all future orders placed with us by the customer, irrespective of whether or not express reference to same is made in each individual case.
3. Any diverging or supplementary terms of business printed on the customer's order forms shall only become integral parts when and insofar as we have expressly agreed to their applicability. This requirement for agreement shall apply in all cases, in particular also in cases where we make deliveries to the customer without reservation in awareness of the customer's terms of business.
4. Individual agreements reached with the customer (including ancillary agreements as well as supplements and amendments to contracts) in exceptional cases must be confirmed in writing if they have not already been agreed upon in writing.
5. Declarations and notifications with legal effect that have to be made to us by the customer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, notice of withdrawal from the contract or reduction of the purchase price) must be made in writing for their validity.

### **II. Prices**

1. All prices are subject to change without notice and are to be understood carriage paid to the consignee unless otherwise agreed upon. Ancillary freight charges of any kind, including additional freight charges for express shipment, shall be borne by the customer. The prices of spare parts and repairs are to be understood ex works, excluding packaging costs. Value-added tax at the statutory rate will also be invoiced additionally.
2. In the event of any increase in the cost factors (e.g. wages, material costs, etc.) decisive for the price calculation, we reserve the right to change the price(s) in accordance with the cost situation prevailing on the date delivery is effected if the period between the conclusion of the contract and the agreed delivery date is more than six weeks.

### **III. Scope of Supply and Term for Delivery**

1. Our written order acknowledgement shall be binding for the scope of our supply obligation.
2. Dates of or terms for delivery shall be set down in writing. They shall be without obligation unless fixed dates or terms have been expressly agreed upon. Terms for delivery shall commence on the date of receipt of our order acknowledgement.
3. In the event of any subsequent amendments to the contract, a new date of or term for delivery shall be agreed upon at the same time.
4. Delivery shall be subject to a proper and timely arrival of the necessary materials at our works.
5. Acts of God ("force majeure"), riots, strikes as well as any major production problems beyond our control shall postpone/extend the dates and/or terms mentioned in § III. 2 and 3 above by a period at least equal to the duration of the obstacle to performance caused by said circumstances.

### IV. Shipment

1. Shipment shall be effected at the expense and risk of the customer. The risk shall pass to the customer on transfer of the goods to the customer, the forwarding agent, carrier or other person charged to transport the goods, but not later than when the goods leave the works. If deviating agreements are reached concerning the shipment in individual cases, these shall be based on the latest version of the Incoterms.

### V. Terms of Payment

1. Unless otherwise expressly agreed, our invoices are payable within 10 days with 2% discount or within 30 days net, i.e. without deduction, in each case from the date of receipt of the invoice or from the date of delivery, if this date is later. The customer shall be deemed to be in default on expiry of the 30-day payment period. No discount can be granted for payments by bill of exchange. A discount granted by us shall be voided if the customer is in default with payment for earlier supplies and services.
2. Any right of retention on the part of the customer shall be excluded unless it is based on the same contractual relationship. Offsetting against counterclaims shall only be admissible if such counterclaims are uncontested or have been recognised by declaratory judgment.
3. In the event of default in payment we shall be entitled to charge interest to the customer at a rate of 8% above the basic interest rate. We reserve the right to assert further claims for damages.
4. In the event of payment by bills of exchange or cheques, the debt shall only be discharged when same have been honoured. Discounting charges on the basis of the private bank rates as well as any and all extrajudicial and/or judicial costs incurred in connection with the collection of the bills of exchange and cheques shall be paid by the customer.
5. We shall not be obliged to make any further deliveries against any existing contract until invoiced amounts due and any interest for default and costs have been paid. If the customer has failed to make any payment due, in the event of a significant worsening of his financial condition or if an application is made to start insolvency proceedings, we may demand immediate or advance cash payment for any consignments still outstanding under any existing contract before the goods are delivered.

### VI. Reservation of Title

1. All goods supplied by us shall be subject to the reservation of title pursuant to § 449 BGB (German Civil Code) with the following extended clauses:
2. The ownership of all objects supplied by us shall be retained by us until any and all present and future claims against the customer arising from the business relationship have been satisfied, irrespective of the legal basis on which they are founded (reserved goods). This clause shall also apply to cases where the customer has already paid the purchase price for specially designated deliveries of goods.
3. a.) The processing or transformation by the customer of the goods supplied by us under reservation of title is always performed on our behalf. If the goods supplied under reservation of title are mixed during processing with other goods not belonging to us, then we shall acquire co-ownership of the new item created in the ratio of the value of the goods supplied under reservation of title (final invoice value including value-added tax) to the value of the other goods processed at the time of processing.

b.) If the goods supplied under reservation of title are inseparably combined or mixed with other goods not belonging to us, then we shall acquire co-ownership of the new item created in the ratio of the value of the goods supplied under reservation of title (final invoice value including value-added tax) to the value of the other goods combined or mixed at the time of combination or mixing. If the combination or mixing takes place in such a way that the customer's new item is to be regarded as the main item, then it shall be deemed to have been agreed that the customer shall transfer co-ownership pro rata.

c.) The customer shall not be entitled to pledge or assign by way of security any goods supplied by us under reservation of title. He shall be entitled, however, to sell the goods in the course of normal business; in this case, however, he assigns all accounts receivable up to the value of the final invoice amount of our accounts receivable (including value-added tax) to us even now that may be due to him from his customer as a result of the sale, irrespective of whether the goods supplied under reservation of title have been sold before or after the processing, combination or mixing. The customer shall be entitled to collect these accounts receivable for us even after the assignment. This shall not infringe our right to collect these accounts receivable ourselves. However, we undertake not to collect these accounts receivable as long as the customer meets his payment obligations from earnings received from the sale, does not get into arrears with payment and in particular does not make application to start insolvency proceedings or ceases to make payments. If this is the case, we may demand that the customer informs us of the assigned accounts receivable and the debtors, that he gives us all the information and relevant documents necessary to assert our rights and that he informs the debtors (third parties) of the assignment.

d.) The customer shall be obliged to notify us immediately of any seizure or any other endangering of or interference with goods of which we are owners or co-owners by third parties and to give us the name and address of the creditor with right of lien as well as the name of the authority that had the property seized.

e.) If the customer acts in a way contrary to the contractual obligations, in particular in the event of a default in payment, we shall be entitled – after granting an appropriate grace period – to withdraw from the contract and to demand the return of the goods on the basis of the reservation of title and the withdrawal from the contract. After the return of the goods, we shall be entitled to dispose of the goods; the earnings from the disposal shall be offset against the accounts payable by the customer, plus any reasonable additional costs incurred by us in the disposal of the goods.

f.) In the event of his having stopped payments, the customer hereby undertakes to forward to us on demand a list of the reserved goods owned by us that are still available and including those that have already been processed or combined or mixed with other goods, as well as a list of the accounts receivable from the third party debtors accompanied by invoice copies.

g.) We undertake to release the securities due to us at the request of the customer insofar as the value of the securities exceeds the secured accounts receivable by more than 10%; the securities released shall be at our discretion.

### VII. Notification of Defects and Warranty

1. The customer shall be obliged to examine the goods delivered immediately on receipt and to notify us in writing of any and all defects, shortages or wrong goods discovered within one week. If a defect that could not be immediately discovered becomes apparent later, then the customer shall again be obliged to notify us in writing of this defect within one week of discovery. Shipment of the notification within the period indicated shall suffice to comply with this obligation. If the customer fails to notify us in writing, then the delivery shall be deemed to have been accepted with the defect.
2. Our warranty for the transfer of risk for defects shall be limited to repair or a new supply. The costs associated with the necessary repair or new supply, in particular transport, travel, labour and material costs, shall be borne by us insofar as these are not increased by the goods being moved to a location other than the customer's business premises. This limitation shall not apply if the movement of the goods conforms to the intended use of the goods.
3. Except in cases where this can be waived under the statutory provisions, the customer shall be entitled to claim damages instead of the repair/delivery, a right to reduce the purchase price or, if the defect is so considerable, to withdraw from the contract only after having set us a reasonable grace period for the repair/new delivery.
4. Claims for damages due to defects shall also be subject to the limitations of clause X.
5. Claims for defects shall become time barred – except in cases of intent – 12 months after the date of initial registration of the trailer or installation of the spare part, but not more than 18 months after delivery to the customer. This shall not apply to claims for damages where these are attributable to the endangerment of life, limb or health or where we are guilty of gross negligence.

### VIII. Liability for Copyright Infringements

1. We shall not be liable for the infringement of industrial property rights of third parties (e.g. patents, utility models, etc.) resulting from the specifications of the customer, an application of the goods that could not be foreseen by us or resulting from the fact that these are changed. Unless otherwise agreed, our obligation shall otherwise be limited to producing the goods in such a way that the industrial property rights of third parties are not infringed by the intended use of the goods in the country of delivery.
2. If an infringement of industrial property rights exists at the time of the transfer of risk, our liability shall be limited to modifying the goods in such a way that the industrial property rights are no longer infringed, or by obtaining the right of use for the customer at our own expense. Further rights and claims for reduction of the purchase price, withdrawal from the contract and claims for damages exist only to the extent provided for in clauses VII. 3 to 5.
3. The customer shall be obliged to notify us in writing as soon as possible if a third party asserts property rights with respect to the goods supplied or claims these rights with or without recourse to the courts. We must be given an opportunity to comment on the situation before acknowledging an alleged infringement of industrial property rights. On request, we shall be given authorisation to conduct the negotiations or legal dispute with the third party at our own expense and on our own responsibility.
4. If the customer culpably infringes his obligations under the above clause 3., he shall be liable for the resulting damage. Claims and rights as defined under clause 2. shall then be ruled out.

### **IX. Withdrawal from the Contract Due to Other Infringements of Obligations**

1. Even if the statutory preconditions otherwise exist, the customer cannot withdraw from the contract due to an infringement of an obligation not constituted by a defect in the goods supplied if the infringement of the obligation is not attributable to us.
2. The right to withdraw from the contract shall be precluded in the event of a negligible infringement of an obligation.

### **X. Damages**

1. Except in cases of an infringement of major contractual obligations, we shall be liable for damages only in cases of intent or gross negligence by us or on the part of one of our statutory representatives or a person employed in the performance of our obligation.
2. In the event of an infringement of substantial contractual obligations, we shall also be liable for cases of simple negligence. Substantial obligations are such whose fulfilment is essential for proper implementation of the contract and on whose fulfilment the customer regularly relies and may rely. The liability shall be limited, however, to the damages typically foreseeable at the time of conclusion of the contract.
3. The above limitation of liability shall also apply to any concurrent claims for tort.
4. These provisions do not affect the right to claim damages in the event of the endangerment of life, limb or health or claims related to the product liability legislation.

### **XI. General Provisions**

1. The contracting parties shall be obliged to treat any and all non-obvious technical and commercial details of which they obtain knowledge as a result of their mutual business relations as business secrets.
2. Drawings, samples, models and suchlike – including reproduction of the same – must neither be made available nor accessible to unauthorized third parties unless prior written approval or permission has been obtained from the business partner concerned. The customer's contract partners shall be contractually bound accordingly.
3. All agreements between the contracting parties and their handling shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention Relating to a Uniform Law on the International Sale of Goods.
4. Place of performance for all deliveries and payments shall be Bessenbach-Keilberg.
5. Aschaffenburg shall be the exclusive venue with respect to any and all disputes arising directly or indirectly from the present contractual relationship. This provision shall also expressly apply to any and all legal actions relating to bills of payment and cheques.

Version: 01.11.2006