

General Terms and Conditions of Sale

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Thank you for placing an order with us, which we accept. All orders shall be subject to our terms and conditions of supply and payment. No other terms and conditions of business shall apply.

Section 1 Sphere of validity

- (1) These terms and conditions of sale shall only apply for business customers, legal entities established under public law or public law special assets within the meaning of Section 310 Paragraph 1 of the German Civil Code [BGB]. The terms and conditions of a Buyer differing from or contrary to our own terms and conditions of sale shall only be recognised by us if we expressly agree in writing that they may apply.
- (2) These terms and conditions of sale shall also apply for all future commercial transactions with the Buyer provided that they are legal transactions of a related type.

Section 2 Documents handed over

We shall reserve the copyrights and title to all documents, such as, for example calculations, drawings etc., handed over to the Buyer in connection with the placement of the order. Third parties must not be allowed access to these documents unless we grant the Buyer our express written consent thereto. These documents are to be returned to us straight away if we do not accept the order within the period of time stated in Section 2.

Section 3 Prices and Payment

- (1) Provided that nothing is agreed to the contrary in writing, our prices shall apply ex works excluding packing and plus value added tax at the rate in force at that time. Packing costs shall be invoiced separately.
- (2) The purchase price must be paid into the quoted account only. A prompt payment discount may only be claimed by prior separate agreement in writing.
- (3) Provided that no agreement has been made otherwise, the purchase price is to be paid within 30 days from delivery. Default interest will be charged at 8% p.a. above the base rate at that time. We shall reserve the right to assert a higher claim for default interest.
- (4) Provided that an agreement on a fixed price has not been reached, we shall reserve the right to increase prices as appropriate on account of a change in the cost of wages, materials and distribution costs for consignments if they are delivered three months or longer after the contract was signed.

Section 4 Offsetting and Rights of retention

The Buyer shall only be entitled to exercise a right of retention if his counter claims have been declared final and absolute in a court of law or if they are not contested. Given this, the Buyer shall only be authorised to exercise a right of retention if his counter claim is based upon the same contractual relationship.

Section 5 Delivery period

- (1) When the delivery period requested starts to run, we shall assume that the Buyer has fulfilled his obligations properly and on time. We shall reserve the right to raise the objection that the Buyer has failed to fulfil the contract.

- (2) If the Buyer should find himself in default in taking delivery of a consignment, or if he culpably breaches other obligations to participate, we shall, given this, consequently be entitled to demand the damages incurred including any additional expenditure which we may have incurred. We shall reserve the right to assert claims for other damages over and above this. Provided that the above preconditions have been satisfied, the risk of accidental loss or accidental deterioration of the purchased thing shall pass over to the Buyer at that point in time at which he falls into arrears with taking delivery of the consignment or at which he is in default with payment.

Section 6 Passing of risk when dispatching consignments

If the goods are dispatched to the Buyer at his request, the risk of accidental loss or accidental deterioration shall pass over to the Buyer when the consignment is dispatched to the Buyer and no later than when the goods leave our works / stores. This shall apply irrespective of whether the goods are dispatched from the place of fulfilment or who pays the carriage.

Section 7 Reservation of title

- (1) We shall reserve the title to the supplied thing until payment has been made in full for all accounts under the supply contract. This shall also apply for all future consignments, even if we do not always expressly state this. We shall be entitled to take back the purchased thing, if the Buyer breaches the contract.
- (2) The Buyer shall be obliged to handle the purchased thing with care until he acquires title to it. Until he acquires title, the Buyer shall have to inform us in writing straight away if the item supplied has been pledged or subjected to other third party seizure. The Buyer shall be liable for the shortfall incurred by us in so far as the Buyer is unable to refund to us the court costs and out of court costs incurred by us taking legal action in accordance with Section 771 of the German Code of Civil Procedure [ZPO].
- (3) The processing and treatment or remodelling the purchased thing by the Buyer shall always be conducted in our name and on our behalf. In this case, the Buyer shall continue to have expectant rights to the purchased thing and remodelled thing. In so far as the purchased thing is processed together with items not belonging to us, we shall acquire co-ownership to the new thing in proportion to the confirmed value of the goods purchased from us by the Buyer to the other processed items at the point in time at which they are processed. The same shall apply in the event that our goods are combined with goods not belonging to us. In so far as the goods belonging to us are combined in such a way so that the Buyer's thing is to be regarded as the main thing, it shall be regarded as having been agreed that the Buyer shall assign proportional co-ownership to us, and in doing so shall keep our sole ownership or co-ownership in safekeeping for us. To secure our accounts against the Buyer, the Buyer shall also assign to us those accounts accruing to him against a third party as a result of the goods subject to reservation of title being attached to a property. We shall accept this assignment here and now.

Section 8 Warranty and Notification of defects as well as Recourse / Recourse against the Manufacturer

- (1) The Buyer's warranty rights shall depend upon him having satisfied the duties of inspection and notification of defects incumbent upon him properly and in accordance with Section 377 of the German Commercial Code [HGB].
- (2) Warranty claims shall become time-barred 24 months after the delivery of the goods supplied by us to the Buyer. The above provisions shall not apply provided that German law prescribes longer periods as being compulsory in accordance with Section 438 Para 1 No 2 BGB (Buildings and things for buildings), Section 479 Para 1 BGB (Right of recourse) and Section 634a Para 1 BGB (Construction defects). Our consent is to be obtained prior to goods being returned. Used goods shall not be covered by warranty.
- (3) Should, in spite of all care taken, the supplied goods show a defect, which already existed at the point in time at which risk passed over, we shall consequently carry out a repair or supply replacement goods as we choose, subject to the defect having been notified on time. As a rule, we shall be entitled to conduct repairs three times. We are always to be allowed an opportunity to render subsequent fulfilment within a reasonable period of time. The Buyer's rights of recourse against us shall not be affected or restricted by the above provision.
- (4) If subsequent fulfilment is unsuccessful, the Buyer may - irrespective of any compensation claims for damages to which he maybe entitled - withdraw from the contract or reduce the purchase price.

- (5) The Buyer shall not be entitled to claims under warranty if the discrepancy between the goods supplied and the agreed condition is no more than minor or if fitness for use is only impaired to a minor extent, in the event of normal wear and tear as well as in the event of damage caused after the passing of risk as a result of incorrect or negligent operation, excessive loads, unsuitable working materials, faulty construction work, unsuitable foundations, or as a result of specific external factors not envisaged when the contract was signed. If repair work or modifications are carried out incorrectly by the Buyer or third parties, such work and the consequences thereof shall not be covered by warranty either.
- (6) Claims asserted by the Buyer on account of the expenses he incurs for the purposes of subsequent fulfilment, in particular for transport, travelling expenses, labour and the cost of materials, shall not be recognised, in so far as they are increased as a result of the supplied goods as being relocated subsequently to a location other than the Buyer's branch premises, unless the goods supplied have been relocated in accordance with their intended use.
- (7) The Buyer shall only be entitled to assert rights of recourse against us to the extent that he has not entered into any agreements with his buyers over and above the compulsory warranty rights laid down in German law. Moreover, Paragraph 6 above shall apply for the scope of the Buyer's right of recourse against the Supplier.

Section 9 Miscellaneous

- (1) This contract and all the legal relationships between the Parties shall be governed by the law of the Federal Republic of Germany. The UN law of sales (CISG) shall not apply.
- (2) The place of fulfilment and sole place of jurisdiction for all disputes arising from this contract shall be the courts having jurisdiction where our Company is based unless our order confirmation states otherwise.
- (3) All agreements entered into between the Parties for the purposes of carrying out this contract have been laid down in this contract.
- (4) Should individual provisions in this contract be or become invalid or contain a gap, the remaining provisions shall not be affected as a result. The Parties shall undertake to make an arrangement which is legal to replace the invalid provision and which is closest to the actual objective of the invalid provision or which fills a gap.