

## General Terms of Export

### 1.0 Scope of application

These General Terms of Export apply in principle to all – including all future - deliveries, performance and offers of the company Schleuniger GmbH (hereinafter the Supplier), unless these are expressly amended or excluded. Any general terms of business of the Orderer differing from these Terms are not recognised and are not part of the agreement even if the Supplier has not expressly objected to them in writing.

### 2.0 Conclusion of agreement, prices, packaging and packing costs, shipping, transportation insurance

- 2.1 Offers made by the Supplier are non-binding. If the Supplier has set a period for acceptance when submitting his written and binding offer, the contract shall be considered to be in force if the Orderer has sent a written declaration of acceptance before this period expires, provided this declaration is received at the latest within three (3) calendar days after the period has expired. The contents of the contract are based on the Supplier's technical specifications.
- 2.2 The minimum Order Amount is equal to EUR 150.00. For Orders with a total order value less EUR 150.00, will take the liberty of charging a handling fee of EUR 35.00.
- 2.3 All prices are quoted FCA (INCOTERMS® 2010) of the Supplier and before German turnover tax and packaging costs (cf. 2.3 and 3.1). Orderers from within the European Union must indicate their turnover tax identity number at the time the agreement is concluded. Orderers (receivers) from outside the European Union are not charged turnover tax.
- 2.4 Unless subject to a special agreement, packaging will be at the choice and discretion of the Supplier and will be charged additionally. The Orderer is responsible for disposal of the packaging. The Supplier is entitled to demand return of packaging material freight paid to the point of dispatch or its works. Plastic reels are not part of the scope of delivery. These are returnable materials and are to be returned immediately freight prepaid.
- 2.5 Goods are shipped at the Orderer's account and risk. The Supplier shall not take out any transportation insurance.
- 2.6 Delivered equipment, auxiliary means and appliances will be assembled by the Orderer. If the Supplier undertakes installation and/or start up work on the basis of express agreement, the Supplier's general terms of installation shall apply.

### 3.0 Delivery, transfer of risk, customs duties

- 3.1 Unless otherwise agreed in writing, all deliveries shall be FCA of the Supplier in Germany, (INCOTERMS® 2010 - cf. section 2.2). Any deviating provisions are to be agreed and interpreted according to the Incoterms of the International Chamber of Commerce of Paris.
- 3.2 Part deliveries are possible.
- 3.3 Returned Items due to faulty ordering will be charged a restocking fee of 25% of the net value. The amount will be added the credit note.

### 4.0 Time of delivery, delays, cancellation

- 4.1 Indicated delivery times are generally non-binding and are only binding when they have been expressly agreed in writing. The delivery period commences with dispatch of the confirmation of order, but not before the documents, licenses, permits and other formalities to be obtained by the Orderer have been supplied or before the agreed advance payments are made.
- 4.2 In the case of a delay in delivery for which the Supplier is responsible, the Orderer - provided he can prove that he has thereby incurred damage – can, after a period of three (3) weeks has expired, claim a lump sum of delay compensation for each additional completed week of the delay amounting to 0.5 % - but

at most 5 % - of the value of the part of the delivery that cannot be used as intended as a result of the delay, with exclusion of all further claims. Section 7.5 shall apply accordingly.

- 4.3 If the maximum amount of the compensation pursuant to section 4.2 has been reached, the Orderer may, after setting a suitable extended period with warning that delivery will otherwise be refused, declare cancellation of the agreement with regard to the delayed section of delivery unless the Supplier has provided performance beforehand. Section 7.5 shall apply accordingly.
- 4.4 If the Orderer is in default of some essential obligation from the contract relationship, the Supplier shall be entitled to extend the term of delivery by that period by which the Orderer is in default. Section 5 shall apply accordingly.

### 5.0 Acceptance, call orders

- 5.1 The Orderer shall bear all costs of storage, insurance, protective measures, etc. arising due to delayed acceptance of the delivery. Without any need for the Supplier to provide evidence, the Orderer shall pay at least 0.5 % of the order value for each week of the delay, but at most 5 %. The Supplier may set the Orderer a suitable period for acceptance in writing if the Orderer fails to accept the goods at the time of delivery. This shall not prejudice the Supplier's right to demand payment of the purchase price. When this period has expired, the Supplier shall be entitled to cancel the agreement in part or in full by written declaration and demand compensation.
- 5.2 Delivery contracts without specific delivery dates ("on call") can be made only on the basis of express agreements and by way of exception. The Supplier shall confirm the date on which the delivery is to take place. Unless otherwise expressly agreed, the goods shall be available for delivery on call for a maximum period of 26 weeks and must also be accepted fully within this period. Calls are to be announced with a notice period of at least two weeks.
- 5.3 Cancellation of orders required or caused by the Orderer, a fee of 25% of the net order value will be charged.

### 6.0 Payment

- 6.1 Unless otherwise agreed, all payments shall be in the form of prepayment or submission of an irrevocable and confirmed letter of credit (or by agreement with bank guarantee) at the latest two (2) weeks prior to the delivery date. The "Uniform Customs and Practice for Documentary Credits" of the International Chamber of Commerce of Paris apply. All payments are in EURO and "paid to the point of payment" of the Supplier without deductions and shall not be affected by any currency fluctuations.
- 6.2 If payment has not been rendered on time, the Supplier is entitled to charge interest at a rate of 8 % p.a. above the basic interest rate of the European Central Bank from the day the payment becomes due. The Supplier may in such a case suspend execution of the agreement. If the Orderer has failed to render the agreed payment within a suitable extended period, but at the latest within one month after it has become due, the Supplier may declare cancellation of the agreement by means of written announcement and demand indemnity from the Orderer.
- 6.3 If certain circumstances give rise to significant doubts regarding the credit worthiness of the Orderer, all claims from the business relationship between the Orderer and the Supplier shall become due immediately and the Supplier shall be entitled to demand cash in advance for all deliveries, as well as cash in advance before production go-ahead. If a part payment method has been agreed and the Orderer is in arrears of payment of more than 10 % of the outstanding purchase price, the entire remaining amount still outstanding shall become due for payment immediately.
- 6.4 In the case of customer-specific products (custom-made) or variations of these, the Supplier shall in all cases be entitled to demand down payment of two thirds of the agreed purchase price, payable three (3) weeks before commencement of production at the latest.

### 7.0 Responsibility for contractual compliance of the delivered goods

- 7.1 The Orderer shall examine the goods immediately on receipt, and shall do so according to the accepted rules of technology. The Orderer shall in every case lose the right to claim infringement of the agreement if he fails to inform the Supplier in writing, along with a precise description of the infringement, immediately after he has established it or should have established it. The Orderer shall be responsible for providing all evidence by agreement with the Supplier.

## To Be Precise.

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- 7.2 The Orderer shall be responsible for providing evidence of due care and correct and dry storage of the delivered goods.
- 7.3 If the goods are not in compliance with the contract, the Supplier shall be entitled first to remedy the infringement of the agreement, even in the case of significant faults, at his own discretion either by means of improvement or compensation delivery within a period of four (4) weeks after receiving the relevant request from the Orderer. The improvement work may also be carried out by the Orderer by agreement with the Supplier and take place at the contractually defined location of the receiver of the delivery. If the location of the receiver differs from the Orderer's place of business, the Supplier must be informed accordingly, otherwise the Supplier shall be entitled to refuse to bear any resulting higher costs. The Orderer is obliged to contribute towards improvement of the faulty goods to a reasonable extent against refund of expenses and according to the Supplier's instructions. Only in urgent cases (risk of disproportionately high damage, risk to occupational safety) shall the Orderer be entitled to remove faults himself or have these removed by a third party. The Orderer shall inform the Supplier immediately and obtain his consent before undertaking such work.
- 7.4 If the Supplier fails to remedy an infringement of the agreement in accordance with section 7.3 by subsequent improvement or compensation delivery, the Orderer shall be entitled to reduce the purchase price appropriately. If the infringement of the agreement is significant, the Orderer may set a final deadline for fulfilment of contractual obligations and demand cancellation of the agreement after this deadline has expired without success.
- 7.5 Unless regulated in sections 4.2, 4.3 and 7.1 to 7.4, 9. and 10, the Supplier shall be not responsible for any infringements of the agreement or damage, irrespective of the legal grounds for such infringement. This shall apply to all damage caused by faults in the delivered goods, including loss of production, loss of profit or other indirect damage (i.e. damage incurred not in the delivered goods themselves). In the case of culpable infringement of significant contract obligations, the Supplier shall be responsible only for damage typical for such contracts and that could reasonably have been foreseen. The Supplier shall, however, be in all cases responsible for gross negligence and for specially provided guarantees, for cases of fraudulent intent, culpable damage to life, limb and health or when liability is due for personal injuries or material damage to privately used objects in accordance with German or foreign product liability law.
- 7.6 Deviations as regards quantities, dimensions, quality, weights, etc. are permitted within the extent normal for the trade. The Supplier reserves the right to make equivalent constructive modifications.
- 7.7 The Orderer shall comply with the Supplier's instructions regarding further processing and/or use of the contract products: if the Orderer fails to observe such instructions no complaint claims can be accepted.

## 8.0 Equipment, plans sales documentation, confidentiality

- 8.1 The Supplier is entitled to retain at his own discretion equipment manufactured for special (customer-specific) parts for one year after the last order has been executed.
- 8.2 All rights to the models, tools, equipment, drawings, designs and plans manufactured by the Supplier, in particular patent rights, copyrights and rights of inventor, belong exclusively to the Supplier. All sales documents, such as catalogues, pattern books, price lists, etc., provided to the Orderer shall remain the property of the Supplier and are to be returned when requested.
- 8.3 The documents belonging to an offer, such as illustrations, drawings, weights and dimensions, descriptions of performance and other characteristics, and other information regarding products and performance covered by the agreement, are to be considered binding only to an approximate extent.
- 8.4 The parties to the agreement agree to maintain strict confidentiality regarding all commercial and technical details of their mutual business relationship, until such information has come into the public domain and disclosure of this information is not due to any infringement of this confidentiality undertaking by

the party to the agreement. The confidentiality obligation shall also apply to the objects and information stated in sections 8.2 and 8.3, which may not be copied or disclosed or otherwise made available to any third party without proper authorisation. The Supplier retains all property rights and copyrights regarding the information he has provided, including that provided in electronic form.

- 8.5 The confidentiality obligation of the Supplier towards the companies affiliated to him as described in section 8.4 shall not apply if the Supplier has enjoined these companies to undertake a similar confidentiality undertaking.

## 9.0 Responsibility for secondary obligations

The Supplier shall be responsible for fulfilment of contractual or pre-contractual secondary obligations only in accordance with the provisions of sections 4, 7.5 and section 11.

## 10.0 Non-performance, impossibility, incapacity to perform

If the delivery is impossible for the Supplier in part or in full, the Orderer may announce cancellation of the agreement by written declaration for the outstanding delivery parts, unless the Orderer cannot reasonably be expected to accept only part performance. Sections 7.5, 9 and 11 shall apply accordingly.

## 11.0 Force majeure

- 11.1 Each party shall not be responsible for non-fulfilment of its obligations if such non-fulfilment is due to some impediment outside the control of that party or especially to one of the following circumstances: fire, natural disaster, war, confiscation, export prohibition, embargo or other administrative measures, general scarcity of raw materials, restriction of energy consumption, labour disputes or if suppliers are in breach of contract for such reasons.
- 11.2 Each party is entitled to cancel the agreement by written declaration if execution of the agreement is prevented for a period of more than six (6) months in accordance with section 11.1.

## 12.0 Other responsibility of the Supplier

Unless otherwise set forth in these General Terms of Export, all further contractual or statutory claims against the Supplier, especially claims for cancellation of contract, reductions or compensation for damage of any type, including for damage not affecting the delivered goods themselves, are excluded. Sentences 3 and 4 of section 7.5 apply accordingly.

## 13.0 Statute of limitations

All claims of the Orderer due to infringement of the agreement are limited to a period of twelve (12) months from the date of delivery (section 3). The responsibility of the Supplier is restricted to infringements of the agreement arising within this period of limitation. The above shall not prejudice the statutory limitation period for deliberate or fraudulent conduct, for culpable damage to life, limb or health, for infringement of significant contract obligations as far as there is a liability (see section 7.5), for legal claims on the basis of product liability law and for installation of delivered products in buildings.

## 14.0 Retention of title

- 14.1 All delivered goods shall remain the property of the Supplier until all claims from the business relationship have been settled in full, provided such a retention of title is admissible according to the applicable law. If the legal validity of the retention of title is subject to special laws or conditions in the country of destination, the Orderer shall be responsible for compliance with such laws or conditions. He shall inform the Supplier in this regard. Bills of exchange or cheques of the Orderer shall be considered as payment only on the date they are cashed.
- 14.2 The Orderer shall support the Supplier in all measures necessary to protect the Supplier's property in the country in question. The Orderer shall inform the Supplier immediately if any risks affecting his property arise. This applies specifically to third party rights or administrative measures (pledge, confiscation, etc.).
- 14.3 If the Orderer is in breach of his contractual obligations, especially in the case of default of payment, the Supplier shall be entitled to withdraw from the contract and recover the goods for which title has been retained after a

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suitable period of fulfilment set for the Orderer has expired without success. This setting of a date can be waived if the circumstances for exception are obtained by law.

- 14.4 The Orderer shall take out at his own cost insurance for the delivered goods against theft, fire and water damage and other risks for the period until the purchase price has been paid in full.
- 14.5 If the value of the securities exceeds the value of the claims to be secured by more than 10 %, the Supplier shall release securities of his choice on request.

#### 15.0 Miscellaneous

- 15.1 Contractual rights and obligations of the Orderer cannot be transferred.
- 15.2 Amendments, supplements and other sub-agreements to these General Terms of Export or to agreements reached between the parties must be in writing.
- 15.3 An agreement concluded on the basis of these General Terms of Export shall remain otherwise binding even if certain terms and conditions are found to be void or ineffective in law.
- 15.4 The Orderer is entitled to rights of retention or set-off only with regard to undisputed or legally established claims.
- 15.5 The Orderer may use or register brands, trade marks, trade names and other signs and copyrights of the manufacturer only with prior written permission and only in the interest of the Supplier.
- 15.6 The Orderer is responsible for ensuring that no third party copyrights are violated due to his instructions regarding forms, dimensions, colours, weights, etc.. The Orderer shall release the Supplier in the case of any third party claims due to infringement of the aforementioned industrial rights including all court and out-of-court costs and shall, when requested, support the Supplier in any litigation.

#### 16.0 Compliance with law

The Supplier is responsible for compliance with relevant provisions of German law, unless the matter is regulated by agreement, when products manufactured in Germany are exported. Compliance with and execution of the relevant provisions of German law on foreign trade (e.g. import licenses, currency conversion permits, etc.) and all other laws applicable outside the Federal Republic of Germany are within the area of responsibility of the Orderer.

#### 17.0 Place of performance, legal venue, applicable law

- 17.1 Place of performance is the official place of business of the Supplier.
- 17.2 All disputes arising from or in connection with agreements based on these General Terms of Export shall be decided finally and with exclusion of due recourse to law in accordance with the regulations regarding composition and arbitration courts of the International Chamber of Commerce of Paris by one or more arbitrators appointed according to these regulations. Venue of arbitration is 42477 Radevormwald, Germany.
- 17.3 Instead of the arbitration court of jurisdiction pursuant to section 17.2, the state courts with jurisdiction for Radevormwald, Germany, will decide alone and finally when the matter affects orderers with an official place of business in one of the member states of the European Union or in the zone of the European Free Trade Association (EFTA, especially Iceland, Liechtenstein, Norway, Switzerland).
- 17.4 The Supplier shall in all cases also be entitled to appeal to the state courts at the official place of business of the Orderer. The regulation of court of jurisdiction pursuant to sections 17.2 and 17.3 shall accordingly not apply.
- 17.5 All agreements concluded on the basis of these terms are subject to the law of the UN convention on International Purchase Agreements (UN commercial law, CISG) of 11 April 1980. This is supplemented by the substantive law applicable at the official place of business of the Supplier in Germany.

#### 18.0 Data processing, former terms of sale

- 18.1 The Supplier and the companies affiliated to the Supplier are entitled to store and process any data arising in connection with business contracts in accordance with German law.
- 18.2 Any former general terms of sale are hereby cancelled.

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