

General Terms of Sale and Delivery of BERNECKER Rohrbefestigungstechnik GmbH

I. Scope of validity of the terms and conditions

- Our offers, deliveries and services are provided exclusively on the basis of these General Terms of Sale and Delivery, hereinafter referred to as "T&Cs". They form part of any agreements concluded, and also apply to all future deliveries, services or offers, even if they are not expressly agreed again.
- Any deviating terms and conditions or counter-confirmations by the Customer shall not be binding upon us, even if we have not expressly objected to them. The latter shall require our express written acknowledgement in order to be legally valid.
- Unless anything to the contrary emerges from these T&Cs, the terms and definitions of INCOTERMS 2010 shall apply. Any additions, amendments or subsidiary agreements shall require our written confirmation in order to be legally valid. The latter shall also apply to any waiver of the requirement for the written form.

II. Conclusion of the agreement

- Our offers are subject to change without notice and non-binding. Technical specifications and any other details contained in our offers, brochures or other information are subject to change without notice and non-binding.
- We reserve all ownership rights and copyrights in drawings, illustrations, cost estimates and any other documentation. The said drawings, illustrations, cost estimates and any other documentation may not be made available to third parties.
- Each contracting party shall keep any documents (including designs, models and data) and know-how that it obtains through the business relationship, and that the other party has designated confidential or has an obvious interest in keeping confidential, confidential from any third parties, only use the latter for the purpose that is being jointly pursued, and apply the same care in handling them as it applies to its own corresponding documents and know-how. This obligation shall commence upon initial receipt of the documents or know-how and shall expire 36 months after the end of the business relationship.
- The obligation shall not apply to any documents and expertise that are generally known or which were already known upon receipt by the contracting party, without it being obliged to secrecy, or which were subsequently transmitted by a third party entitled to pass on such information, or which were developed by the receiving contracting party without making use of any documents and know-how of the other contracting party that are to be kept confidential.
- We may accept orders or offers from the Customer within 14 working days of receipt. The agreement shall only materialise upon written confirmation of the order or by the Customer accepting the delivery. Should no written confirmation be issued, our delivery notes or invoices shall also serve as an order confirmation.
- We reserve the right to accept or decline orders and make changes to drawings and descriptions caused by manufacturing considerations or improvements, experience or advancements in technology, even after despatching the order confirmation, as long as this is reasonable for the Customer, taking into account our interests in making the change. The same shall apply to differences in weights and measures that are customary within the industry.

III. Prices and terms of payment

- The prices shall apply to the scope of delivery and services listed in the order confirmations.
- Unless anything to the contrary has been specified, our prices are understood to be "ex works" and "exclusive of packaging" - in the case of export deliveries, exclusive of customs duties, fees and other public dues.
- Our prices are taken to be strictly net, with VAT being added at the respective applicable statutory rate.
- In the absence of any other provision to the contrary, payment shall be due upon receipt of the invoice and is to be made strictly net within 30 calendar days, either in cash or by bank transfer. The outstanding amounts shall only be deemed settled once any cheques have been cashed. What is pertinent in regard to the timeliness of the payment is when it is received by us.
- If the terms of payment are not complied with, without justifiable reason, or, after concluding the agreement, we become aware of any circumstances that may considerably reduce the Customer's creditworthiness, all our receivables shall be due for payment immediately.
- Any deduction for an early payment discount requires a specific agreement in writing.
- The customer shall only be entitled to offset its counterclaims against our receivables if its counterclaims have been established with legal finality or are undisputed. The customer may only exercise a right of retention if the counterclaims are based on the same contractual relationship.
- In the event of arrears, we shall be entitled to require interest in the amount of the respective interest charged by our commercial bank for business loans, however, at least interest in the amount of 8% p.a. above the respective applicable base rate. We reserve the right to claim any further damage caused by delay.

IV. Delivery and obligations to co-operate

- The scope of our delivery obligation arises exclusively from the agreement concluded, including these T&Cs.
- The delivery dates specified in the order confirmation are non-binding approximate guidelines. They shall only be binding if they are expressly designated fixed dates by us. The delivery deadline shall begin to run on the date on which the written order

confirmation is issued. Should any queries be necessary, it shall only begin to run once all points have been clarified. Should any deposits have been agreed, the delivery deadline shall only commence upon receipt of the first payment. Delivery deadlines shall essentially be quoted subject to the Customer's contractual co-operation.

3. Should partial deliveries be feasible for the Customer, they can be made and invoiced.

4. Should we not receive delivery ourselves, or should any delays in deliveries and services occur as a result of force majeure or due to any other events over which we have no control and which can be proven to have a considerable influence upon the completion or delivery of the delivery item, e.g. strikes, official decrees, unavailability of materials, etc., the latter shall not be our fault, even in the case of deadlines and dates having been bindingly agreed. We shall notify the beginning and end of such hindrances to the customer without delay. Should we have placed matching orders with reliable suppliers, and should the late delivery by our suppliers not be our fault, we shall be exempt from our obligation to perform and may withdraw from the agreement.

5. In the event of the Customer falling into arrears with the calling off, acceptance or collection of the goods, or a delay in despatch and delivery being its fault, we shall be entitled, after successfully fixing an appropriate deadline, to invoice the goods and require payment in advance. We shall, moreover, be entitled to require a flat-rate sum in the amount of the usual storage costs, irrespective of whether we store the goods at our premises or those of a third party. It shall be up to the Customer to provide evidence that no damage, or lesser damage, has been incurred.

V. Delay in delivery

- In the event of the agreed deadline not being adhered to due to circumstances that are not our fault, it shall be appropriately extended. Any further claims due to the deadline being exceeded through no fault of ours are excluded.
- Should it be possible for us to foresee that the goods cannot be delivered within the delivery deadline, we shall inform the Customer about it without delay and in writing, giving the reasons, and, if possible, specify the anticipated delivery date.
- Should the delivery be delayed by force majeure, industrial action, civil unrest, official measures, our suppliers not delivering to us, etc., or through an act or omission on the part of the Customer, an extension of the delivery deadline appropriate to the circumstances shall be granted.
- The Customer shall only be entitled to withdraw from an individual agreement if non-adherence to the delivery date is our fault and it has set us a reasonable grace period, which has expired fruitlessly.

VI. Place of fulfilment and passing of risk

- The place of fulfilment shall be our place of business.
- The goods shall always be shipped at the Customer's risk, and in fact also if partial deliveries are made or we have also accepted responsibility for other components, such as the costs of shipping or carriage.
- In the absence of any special instructions, the packaging, as well as the choice of transport route and means of transport, shall be decided by us, according to our best judgement. Acceptance of the goods from us by the railway, postal services or freight forwarders without any objection shall be deemed confirmation that the packaging is in an impeccable condition upon the goods being shipped.

VII. Defects in quality

- The Customer shall be required to examine the goods received for any defects without delay, upon receipt. Any recognisable defects in the goods, incorrect or incomplete deliveries, deviations in quantities or measurements or transport and packaging damage are to be noted by the Customer on the consignment note or delivery note upon receipt of the goods. The complaint, however, must be submitted to us in writing no later than seven days after delivery of the goods. In the event of the Customer failing to notify any defects within this period of time, the goods shall be deemed to have been approved as being free of defects and as contractually agreed.
- Any defects which are not discovered within this period despite a careful examination are to be notified in writing without delay upon being discovered. The Customer may not derive any further rights from defects in quality which do not impair the value and suitability of the goods for the purpose discerned by us, or only do so to an insignificant extent.
- In the event of the goods displaying a defect in quality upon the passing of risk, we shall, at our discretion, be entitled to remedy it or deliver goods that are free of defects. Any products and parts replaced shall become our property, unless they already belonged to us. Only the Customer shall be entitled to assert warranty claims, and the latter may not be assigned. In regard to third party products, our liability is limited to assigning the liability claims that we are entitled to assert against our preliminary suppliers. Our own liability comes into play again if the claim filed against the third party fails, without the Customer first having to sue the third party.

4. Should a defect in quality lead to damage, we shall be liable for any losses, insofar as the latter are based on wilful intent or gross negligence on the part of our legal representatives or vicarious agents. In the event of slight negligence, we shall only be liable if cardinal obligations are infringed, and such claims shall be limited to the typical damage that could be foreseen upon concluding the

agreement. The above limitations of liability shall not apply to any losses arising from injury to life, the body or the health which are based on a culpable breach of duty.

5. Any liability as manufacturer under the Product Liability Act shall not be affected by the foregoing provision. Should there be no limitation of liability in the case of claims based on manufacturer's liability, our liability shall be limited to the amount of the insurance benefit. Should this not occur, or not in full, we shall be liable up to the amount of the sum insured.

6. Any further contractual claims or claims made by the Customer under the law of tort shall be excluded. We shall therefore in particular not be liable for any damage not incurred to the delivery item itself, nor for any lost profits or any other pecuniary losses on the part of the Customer.

VIII. Statute of limitations

Warranty claims shall become statute-barred after one year, commencing as at the delivery date.

IX. Reservation of Proprietary Rights

1. We reserve ownership in the goods delivered until such time as the Customer has settled all our claims arising from the business relationship, including any claims which may arise in future, also based on agreements concluded simultaneously or at a later date and arising from any open account relationship. The latter shall also apply until we have been exempted in full from any contingent liabilities that we have entered into in the Customer's interests.

2. The Customer shall be entitled to sell or process the goods in the regular course of business. It shall carry out any processing on our behalf, without us being put under any obligation due to the latter. The Customer shall be required to handle and store the goods subject to retention of title with care. The Customer may neither pledge the goods subject to retention of title nor assign them by way of security during the currency of the reservation of ownership. In the event of the goods subject to retention of title being processed, connected or mixed, by the Customer, with other items not belonging to us, we shall acquire co-ownership in the new item in the proportion of the value of the goods subject to retention of title to the sum of the values of the other items used. What is pertinent is the date of processing. In such a case, the Customer already at this point assigns to us the rights of ownership it is entitled to assert in the mixed or blended existing items or the uniform item in the proportion of the value of the goods subject to retention of title to the sum of the values of the other mixed, blended or connected items. What is pertinent is the date on which the event occurs. Should the claim assigned be incorporated into an ongoing invoice, the Customer already at this point assigns to us a partial balance corresponding to the amount of such claim from the open account - including the corresponding part of the final balance.

3. In the event of anti-contractual conduct on the part of the Customer, in particular in the event of arrears of payment, we shall be entitled to withdraw from the contract and take back the goods delivered. We shall, in addition, be entitled to demand compensation from the Customer for the damage incurred.

4. The Customer shall be required to notify us in writing without delay about any access by third parties to the goods subject to retention of title, for instance by way of pledging or seizure. The latter shall also apply to damage to or destruction of the goods subject to retention of title.

5. Should the value of any existing collateral available to us exceed the total value of the claims secured by more than 20%, we shall, to that extent, be obliged, at the Customer's request, to release collateral of our choice.

6. Should the retention of title in accordance with the above provisions not be legally valid in accordance with the law of the State in which the goods subject to retention of title are located, that collateral which comes closest to what is available under the law of such State shall be deemed to have been agreed instead. Should any actions be required by the Customer in this context, the Customer shall, at our request, be obliged to undertake such actions.

X. General provisions

1. The Customer's rights arising from this agreement are not transferable.

2. The place of jurisdiction for deliveries and payments (including actions arising from dishonoured cheques and bills), as well as any disputes arising between the parties, shall be Hagen. We reserve the right, however, to sue the Customer at any other statutory place of jurisdiction.

3. The relationship between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany, subject to exclusion of the conflict of laws provision, the Hague Uniform Conventions on the International Sale of Goods and the United Nations Convention on the International Sale of Goods (CISG), unless any other written agreement exists.

4. Should the agreement or these T&Cs contain regulatory loopholes, in order to fill such loopholes such legally valid provisions shall be deemed to have been agreed which the contracting parties would have agreed, in accordance with the economic objective of the agreement and the purpose of these T&Cs, had they been aware of said regulatory loopholes.

5. Should any individual provision of these Terms and Conditions of Business or parts thereof be invalid, the validity of the remaining provisions shall not be affected thereby. Any invalid provision in these terms and conditions shall be replaced by a valid provision which comes closest to the invalid provision in its economic result.