

General terms and conditions of PG Systemtechnik GmbH & Co. KG

As of January 2013

a) Purchasing conditions

1. Quotation, orders, contracts, order acceptance

1.1 Quotations from the contractor are free of charge and binding. Deviations from our inquiry or order / order placement are to be marked. All contracts are based on these purchasing conditions. Conflicting general terms and conditions of the contractor, even if they were handed over later, are expressly contradicted.

1.2 Only orders/placing orders or order confirmations issued in writing are binding for us. All additions and amendments must also be made in writing. Silence on offer and order confirmations is not considered their recognition.

1.3 The order / order acceptance confirmation must be sent to us immediately, but at the latest 7 days after receipt of the order. Late or changed order / order acceptances / confirmations are considered new contract offers of the contractor.

1.4 We reserve the right to make changes to the deliveries /services to be provided by the contractor to a reproducible extent.

1.5 These purchasing conditions also apply to all future transactions with the contractor.

2. Prices, documents

2.1 Prices are fixed and binding for the entire term of the contract, plus vat. We expect deliveries to CIP (freight-free, insured) according to INCOTERMS in the version valid at the time of conclusion of the contract and to the delivery address specified by us in our respective applications.

2.2 All left drawings and other underground remains our property. The contractor must return them free of charge after delivery/performance. Documents, drawings/documents provided by the contractor for us may not reuse, reproduce or make accessible to third parties. The contractor is liable for all damages resulting from an infringement.

2.3 All documentation must be supplied free of charge. This includes in particular storage, assembly and operating instructions and documents for the maintenance and repair of the delivery / service object. The delivery of the documentation is an essential part of the deliveries and services.

3. Delivery / service limit

3.1 Agreed delivery / performance dates are binding. If the contractor is in default with the delivery / service, we reserve the right, without prejudice to the other legal claims, either to demand supply / performance and damages due to late delivery / performance or compensation for non-performance or to withdraw from the contract.

3.2 We are also entitled, in case of delay of the contractor per day of late delivery / performance, a flat-rate compensation of 0.5% of the order value, but in total no more than 5%, unless we prove a higher or the contractor a lower damage.

3.3 If the contractor can see that he is unable to deliver/perform in whole or in part on time, he is obliged to inform us immediately and to indicate the reason and the expected duration of the delay.

3.4 If the deadline is exceeded, we can demand accelerated delivery/performance. Additional costs are borne by the contractor.

3.5 Early deliveries/services and partial deliveries/partial services require our written consent, without this affecting the payment date.

4. Dispatch

4.1 The contractor must pack properly in accordance with our respective shipping regulations and ship them according to the special regulations of the respective country of destination and inform us thereof on the day of dispatch.

All shipping advertisements and invoices must indicate the date of the order, the department, the order, the drawing and the position numbers and other data according to the order. Teil- oder Restlieferungen are to be marked as such. Costs incurred by non-compliance with the above bestimmungen, we can deduct from the respective invoice amount.

4.2 The return of packaging not separately invoiced will only take place at the express request of the contractor and at his expense. Beyond the agreed maximum weight beyond-hendes extra weight we do not pay.

4.3 All parts and materials must comply with the latest ISO/DIN and other standards and regulations, to the extent that existing.

4.4 When shipping dangerous goods, we assume that the supplier, as a distributor of these goods, has comprehensive knowledge of the possible dangers of his goods during shipping, packaging, storage, etc.

Before accepting the order, he must therefore check whether the goods mentioned in the order, or their components as dangerous goods (z.B. paints, adhesives, chemicals or flammable, oxidizing, explosive, combustible, toxic, radioactive, corrosive or for self-heating dangerous goods) are to be classified.

In such cases, the supplier must inform us immediately and comprehensively. At the latest with the sending of the order confirmation, the supplier must correctly fill out the necessary, binding declarations and send them legally signed. When packaging, labelling and declaration, the latest, nationally and internationally valid regulations must be taken into account.

The contractor is responsible for all damages that arise as a result of incorrect information in the binding declarations, or because existing regulations have not been observed in the treatment (packaging, shipping, storage, etc.) of dangerous goods.

4.5 The contractor undertakes to store his delivery items free of charge at our request for a period of up to 3 months.

4.6 The contractor bears the risk of accidental sinking and accidental deterioration and the transport risk until the transfer / acceptance at the destination. For the interpretation of customary abbreviations, the respectively valid INCOTERMS apply.

5. Regulatory compliance

The contractor must comply with all legal and other provisions, in particular for occupational safety, accident prevention, product safety environmental protection and the provisions of foreign trade law as well as apply the provisions of tax and customs law in such a way that double burdens on us are avoided.

6. Handover/acceptance

For the handover / acceptance, the finding of the goods / service at the time of acceptance (acceptance / acceptance) by us / our customer at the destination is decisive. In the case of defective or otherwise not properly delivered goods / services, we are free to accept / accept, if necessary with reservations. In the case of a technical acceptance / acceptance before delivery / service, we bear the personal costs, the contractor the material costs.

We can complain about obvious defects within 14 days after delivery, we can complain about hidden defects within 14 days after discovery by us or notification of the discovery by our customer. In this respect, the contractor waives the objection of the late notice of defects (§§ 377,381 II HGB).

7. Liability for material defects/product liability

7.1 The seller has to be responsible, without prejudice to the legal regulations on the existence of a material defect, in particular for the fact that his deliveries and services comply with the recognized rules of technology and the contractually agreed properties and standards, the promises, assurances and comply with guarantees and are not subject to errors that affect the value or suitability of the products for ordinary or contractual use more than insignificantly.

7.2 If the delivery / service has a material defect, we are entitled to the statutory rights to subsequent payment, retention, reduction and damages without restriction.

7.3 Costs and damages incurred by us shall be borne by the contractor within the framework of the statutory regulations.

7.4 The claims for defects expire with the expiry of 24 months since acceptance of the machine delivered by us to our customer, provided that the delivery item has been installed in such a machine, but at the latest with the expiry of 36 months, calculated since the time, to which we have the delivery item in our incoming goods inspection in direct possession. Claims for defects for such delivery items, which are not installed in the machines produced by us for our customers, expire with expiry of 24 months calculated since the time at which we have the delivery item in our incoming goods inspection in direct possession.

7.5 If the contractor does not eliminate the defects within a reasonable time, we can reject the running / service and demand compensation. In urgent cases or in the event of delay, we can procure replacements at the expense and risk of the contractor or have the defects removed or eliminated ourselves.

7.6 The limitation period is inhibited by a notice of defects until the time in which the contractor finally rejects our claims by a registered letter.

7.7 We reserve the right to monitor the production of the delivery/service item also in the work of the contractor and his upstream suppliers. As a result, the liability obligation of the contractor remains unaffected.

7.8 The above liability provisions also apply to new deliveries / services and nachbesserungen. After carrying out the rectification of defects for the repaired or newly delivered services / newly provided services, the deadlines of the regulation in 7.4.

7.9 For our safety, the contractor cede the claims due to him against his upstream supplier Haftungsansprüche already hereby Erfüllungsfalber to us. We accept this assignment and have the right to

decide freely whether to use the contractor or subcontractor. The contractor will hand us all necessary documents for the assertion of such claims.

7.10 Insofar as the contractor is responsible for product damage, he is obliged to indemnify us from claims for damages by third parties on first request insofar as the cause is set in his area of control and organization and he is liable in the external relationship itself.

7.11 In this context, the contractor is also obliged to reimburse any expenses arising from or in connection with a recall campaign carried out by us. We will inform the contractor about the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give him the opportunity to comment.

7.12 The contractor undertakes to maintain a product liability insurance with a cover amount of at least € 5 million per personal injury / property damage - flat rate; if we are entitled to further claims for damages, these remain unaffected.

8. Force majeure

Events of force majeure or strike must be communicated to us immediately by the contractor, as far as his delivery / performance is concerned. We can then withdraw from the contract in whole or in part because of the not yet fulfilled part or demand the delivery / services at a later time, without the contractor being entitled to any claims against us. If events of force majeure or strike occur with us, we do not fall into the process of acceptance, and the contractor has no right to retention or entrepreneur liens.

9. Invoices and payment

9.1 Invoices must be submitted to us immediately after delivery / performance twice, separately from the shipment. They must contain the prescribed order marks and be available no later than the 7th day of the following month. Otherwise, the payment term will be extended by one month.

9.2 We pay after reported receipt of goods and presentation of your proper, or contract-right invoice, due to the quantities determined by us, dimensions and weights, etc. within 14 days after receipt of the invoice with deduction of 3% discount, or after 90 days net without deduction. In the case of acceptance of premature deliveries, the due date of our payment depends on the agreed delivery date.

9.3 A payment does not constitute a waiver of existing rights and claims, in particular claims for damages and does not affect our fulfillment and warranty claims.

10. Property rights of third parties

The contractor has to hold us harmless because of all claims that third parties raise against us for infringement of industrial property rights regarding the delivery / performance.

11. Resignation, interruption/postponement

11.1 In the event of payment settings or account attachments of the contractor or in the event of the initiation of insolvency or out-of-court settlement proceedings over the assets of the contractor, we are entitled to withdraw from the contract without prejudice to further legal and contractual rights and claims. The same applies to other important reasons, in particular events of force majeure, such as strikes, lockouts and serious operational disruptions.

11.2 We can at any time the temporary interruption or postponement of the delivery / service verlangen.

12. Acting in someone else's name

If we order on behalf of and for the account of a third party, we accept the delivery / service for him and cause the consideration for his account.

13. Assignment and transfer

The assignment of claims against us, must be reported to us in writing. The complete or partial transfer of this order to third parties is only permitted with the prior written consent of us.

14. Ownership

14.1 The ownership of the delivered goods is transferred to us at the latest with the payment or settlement. Further retentions of ownership are excluded.

14.2 If the thing provided by us is inseparably mixed with other objects not belonging to us, we acquire co-ownership of the new thing in proportion to the value of the pre-held thing to the other mixed objects at the time of mixing.

If the mixing takes place in such a way that the contractor's thing is to be regarded as the main thing, it shall be deemed to have been agreed that the contractor will transfer co-ownership to us on a pro rata basis; the contractor keeps the sole ownership or co-ownership for us.

14.3 We reserve the right to own tools; the contractor is obliged to use the tools exclusively for the production of the goods ordered by us. The contractor is also obliged to insure the tools belonging to us at their own expense against fire, water and theft damage at their new value.

He is obliged to carry out any necessary maintenance and inspection work at his own expense in good time. He must report any incidents to us immediately; if he culpably fails to do so, claims for damages remain unaffected if we suffer damage from the failure to report.

15. Liability

We are only liable for

- damage resulting from injury to life, limb or health resulting from a breach of duty, which are on our part

and/or

- other damages resulting from an intentional or grossly negligent breach of duty or essentially breach of contractual obligation (cardinal obligation) on our part.

The claim for damages for the violation of essential contractual obligations is limited to the contract-typical foreseeable damage, unless there is intent and gross negligence. A breach of duty by us is equivalent to that of our legal representatives or vicarious agents.

16. Place of performance/place of jurisdiction

16.1 The place of performance for our services is the registered office of our company. The place of performance for the deliveries / services of the contractor is the respective destination.

16.2 The place of jurisdiction is the registered office of our company or, at our choice, the general place of jurisdiction of the contractor. If the contractor has its registered office in a country which is not a contracting partner of the European Convention on the Recognition and Enforcement of Judgments

of 16.9.1988 in Lugano, all disputes should be decided to the exclusion of ordinary legal proceedings by the International Court of Arbitration, Paris, in accordance with the ICC Arbitration Rules.

The language of the proceedings is German.

17. Right/Law

The law of the Federal Republic of Germany applies to the exclusion of the UN Sales Convention.

18. Severability clause

If individual provisions of these purchasing conditions are or become invalid in whole or in part, the remaining provisions shall remain effective. Instead of the ineffective provisions, such regulations should occur that achieve the economic purpose as far as possible.

b) Terms of delivery and payment

1. Scope

1.1 We handle all deliveries exclusively according to the following general terms of delivery and payment. We do not recognize contrary general terms and conditions of the customer. Rather, our terms of delivery and payment exclude these. Our terms of delivery and payment also apply if we carry out a delivery without reservation in the knowledge of conflicting or rejecting conditions of the customer.

1.2 If our customer is a merchant, a legal entity under public law or a special fund under public law, our general terms of delivery and payment also apply to all future transactions with the customer, without the need for a corresponding notice.

2. Quotation and conclusion of the contract

2.1 Our offers are always non-binding. They are also always subject to the proviso that any necessary official approvals (e.B. export permits) are issued in good time. If a tender is accompanied by documents such as illustrations, drawings, brochures, catalogues, etc., we remain the owner of the documents as well as the owner of all other rights, in particular the copyright, insofar as the documents were produced by us. If the documents come from a third company, the customer must observe its ownership and other rights, in particular its copyrights.

The customer must, unless otherwise permitted, treat all documents produced by us or a third party confidentially. Violations of this by the customer entitle us to demand compensation for damages.

2.2 Orders only bind us if they are confirmed in writing by us within a period of 10 days, calculated from the date of receipt of the order. The customer remains bound to the order placed by him until the expiry of the period.

2.3 Deviations from the contractually agreed service are permissible if they are reasonable for the customer taking into account his interests. This is particularly the case with commercially available or technically unavoidable deviations. We expressly reserve the right to make technical improvements.

3. Prices and payment

3.1 Unless otherwise expressly agreed, our invoices are due immediately and payable net without deduction.

3.2 The prices do not include the costs for packaging, entry and export, transport, insurance premiums, official approvals, etc., unless otherwise expressly concluded.

3.3 Payments must be made in cash, by bank, giro or post bank transfers. If over-referred, only the credit note on our account is considered payment. The acceptance of cheques and change, to which we are not obliged, is made for the sake of payment. Only the redemption is considered a payment. Wechsel are accepted only without guarantee for correct presentation and protest. Bank, discount and withdrawal fees are always at the expense of the customer and are due immediately.

3.4 If the payment term is exceeded, we are entitled to demand due interest in the amount of 5% above the base interest rate (interest rate for longer refinancing transactions of the ECB), provided that the customer is a merchant, a legal entity under public law or a special obligation under public law. In cases of late payment, we are entitled to demand default interest in the amount of 5% above the base interest rate (interest rate for longer refinancing transactions of the ECB) or to assert the default damage incurred by us, which may also consist in higher default interest. The customer has the counter-proof that we have suffered less damage.

3.5 The customer only has the right to set-off if his counterclaims are legally established, undisputed or recognized by us; because of disputed counterclaims, the customer also has no right of retention, unless he is neither a merchant nor a legal entity under public law or a special fund under public law. In these cases, the customer may exercise a right of retention, as far as his counterclaim stems from the same contractual relationship.

3.6 If a significant deterioration occurs in the financial circumstances of the customer, by which our claim to payment of the purchased item is endangered, the customer is obliged at our request to pay the purchase price and all other outstanding claims from the business relationship late-ten step by step against delivery of the purchased item.

As a significant deterioration of the financial situation of the customer and thus as a threat to our claim to payment of the purchase price is e.B. the application for the opening of insolvency proceedings over the assets of the customer, the cessation of payment by the customer, non-timely redemption of bills of exchange and cheques of the customer, exceeding of payment terms by more than 60 days, etc..

The customer is always open to the counter-evidence that despite the occurrence of such circumstances in the individual case, no significant deterioration of his financial circumstances occurred and our claim to payment of the purchase price is therefore not endangered.

4. Delivery and shipping

4.1 The delivery period begins with the dispatch of the order confirmation, but not before the provision of the documents, approvals, approvals and approvals to be procured by the customer and before receipt of any agreed deposit.

The delivery limit is observed if the readiness for dispatch has been notified by the time it expires or if the delivery item has left the factory. We are entitled to partial deliveries if the acceptance of partial deliveries is reasonable for our customer when weighing up the mutual interests.

4.2 The delivery of the purchased item takes place ex works. At the request of the customer, the goods will be shipped at his expense. With regard to the transfer of risk when sending the purchased item, § 447 BGB applies. If the customer wishes, a transport insurance is taken out at his own expense when the goods are dispatched.

4.3 If the goods are ready for dispatch and the dispatch is delayed for reasons for which we are not responsible, the risk passes to the customer with the receipt of the notification of readiness for dispatch.

4.4 Goods reported ready for dispatch must be accepted immediately by the customer. If the acceptance does not take place or if the goods do not reach dispatch at the request of the customer or for other reasons for which he is for his responsibility, the request for acceptance or notification of readiness for dispatch shall be deemed to be the time of delivery with regard to the transfer of risk and the terms of payment. We store unclaimed goods with us at the expense and risk of the customer.

During storage, we are only liable for intent and gross negligence. Alternatively, we are entitled to set in writing a reasonable grace period combined with the declaration that we refuse the acceptance of the goods by the customer after expiry of the period; in these cases, we are entitled after expiry of the grace period to withdraw from the purchase contract or to demand compensation for non-performance.

If the customer has seriously and definitively refused acceptance, there is no need to set a grace period. This also applies if the customer is obviously unable to accept within the grace period.

4.5 Unforeseeable and innocuous operational disruptions that occur or become known after the conclusion of the contract, e.B. strike, lockout, war, riot, shortage of raw materials, machine damage, official measures and all other cases that we cannot influence even with the most careful instructions for action, extend the delivery periods for the duration of their existence. If an extension of 6 months has occurred, the customer has a right of withdrawal, which is to be exercised by registered letter and to be linked to a further reasonable period within which we still have the right to deliver. Claims for damages of the customer are excluded in these cases. The aforementioned circumstances are not ours to be responsible even if they occur during an already existing delay.

4.6 If we are not delivered in time by our supplier for reasons for which we are not for our control, we may withdraw from the contract with the customer if we have informed the customer inconspicuously about the circumstance. In the event of withdrawal, we will refund any payments received immediately.

5. Liability for delay

5.1 If we are in default, the customer is entitled to withdraw from the contract if he has previously set us a measured grace period, combined with the threat that he will resign after expiry of the grace period or claim damages for non-performance.

5.2 Our liability for delay in delivery is limited to the compensation of foreseeable damages, unless the delay results from intent or gross negligence.

6. Ownership

6.1 We reserve the ownership of the delivery item until the receipt of all payments from the business relationship.

6.2 Regardless of our reserved ownership, the customer is entitled to sell and process the goods as part of his ord-nungsgemäßen business operations.

6.3 The customer's authority to sell the reserved goods in the proper business transactions ends if the customer behaves in breach of contract, in particular in the event of late payment.

6.4 The receivable of the customer from a resale of the reserved goods are already assigned to us in the amount of the wer-tes of the reserved goods to secure all our claims from the ge-schäftsverhältnis with the customer. The customer's authorization to sell the reserved goods depends on the transfer of the resulting receivables to us. A resale of reserved goods by the customer to third-party customers under exclusion of the assignment of the claims arising in the resale does not take place in the orderly business operations within the meaning of section 6.2. The pledge in favor of third parties or any assignment of the claims to third parties is excluded without our consent. The customer is obliged to inform

us immediately about an attachment of the claims by third parties. As long as the customer does not fall into default of payment, he may withdraw the claims arising from the sale of vorbe-haltsware against third-party customers. On request, however, the customer is obliged to provide us with the third-party debtors at any time and, if necessary, to notify them of the assignment.

6.5 The processing or transformation of reserved goods by the customer always takes place for us; if the reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new thing in proportion to the value of the reserved goods to the other processed items at the time of processing.

The newly created thing is considered with regard to our co-ownership share as reserved goods within the meaning of these conditions. If the reserved goods are inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of the purchased item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's thing is to be regarded as the main thing, it is deemed to have been agreed that the customer transfers co-ownership to us on a pro rata basis. The newly created thing is considered with regard to our co-ownership share as reserved goods within the meaning of these conditions. The resulting sole or co-ownership is kept by the customer for us.

6.6 The buyer is obliged to treat the reserved goods with care.

6.7 The transfer of title by way of security or the pledge of the purchased item is, as long as the retention of title is valid, only permissible with our written consent. The customer must notify us immediately in writing of attachment measures or other interventions by third parties so that we can protect our rights.

6.8 The coverage limit is 100% of the nominal value of the secured receivables. If the value of the securities available to us exceeds this coverage limit by more than 20%, we release the guarantees in the appropriate amount. The selection of the securities to be released is our responsibility.

7. Warranty

7.1 The warranty period is 12 months, except in the case of injury to life, body, health and gross negligence in accordance with § 309 abs. 7 BGB. Notices of defects must be made in writing with specified indication of the individual reprimanded defects and with the request to provide guarantee. Warranty performance or warranty commitments of third-party manufacturers or suppliers do not bind us.

7.2 In the case of obvious defects, a notification of defects will only be taken into account if it is received in writing by us within 14 days after receipt of the goods at the latest. If the customer is a merchant, a legal entity under public law or a special fund under public law, a defects report in the case of hidden defects will only be taken into account if it is received in writing by us at the latest within 14 days after discovery of the defect.

The deadlines mentioned in section 7.2. Sentences 1 and 2 are maximum periods for merchants, legal persons under public law and special funds under public law, which do not release the customer from compliance with relevant legal provisions (§§ 377, 378 HGB) and the investigation and reprimand obligations owed immediately.

7.3 Commercially available, small or technically unavoidable deviations in quantity, quality, color and dimensions can not be objected to.

7.4 In the event of the existence of a defect, we guarantee within the framework of the statutory provisions. However, the customer only has the right to demand a reduction in the purchase price if he is not a merchant, a legal entity under public law or a special fund under public law. Unless otherwise stated below, further claims of the customer, regardless of the legal grounds, are excluded. We are

therefore not liable for damages that have not arisen at the delivery service itself. We are also not liable for lost profit or other damage to the customer's obligations. The above release from liability does not apply insofar as we, our legal representatives, our representatives and executive employees as well as our vicarious agents are charged with intent or gross negligence in connection with the development of damage. Furthermore, it does not apply if the damage is caused by impossibility for which it is liable or in breaches of essential contractual obligations. After all, it does not apply to damage resulting from injury to the life, body and health of the customer.

7.5 The warranty does not include the elimination of defects caused by normal wear, unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, incorrect or negligent treatment, unsuitable equipment, replacement materials, defective construction work, unsuitable ground, chemical, electrochemical or electrical influences, unless they are due to our fault.

The warranty shall lapse as soon as the customer changes the thing or components himself without our consent or has them changed by third parties, unless the customer in these cases provides full proof that the defects in question have not been caused in whole or in part by such changes, and that the removal of defects is not made more difficult by the change.

8. Other contractual and non-contractual liability

We owe other claims for damages only in relation to foreseeable and direct damages at the conclusion of the contract. The aforementioned claims for damages are limited to the value of the items delivered by us. We are not liable for damages that have not occurred to the delivery item itself.

We are not liable for the lost profit of the customer. These limitations of liability do not apply if we, our legal representatives, executives, representatives or vicarious agents are charged with intent or gross negligence. They also do not apply in the event of impeding impedibility and violations of essential contractual obligations.

After all, they do not apply to claims pursuant to §1, 4 ProdHaftG. They also do not apply to harm from injury to life, limb or health.

9. Exemption

If we are claimed directly by a third party in connection with a delivery, the customer is obliged to indemnify us if the cause for this is set in his area of control and organization and he is liable in the external relationship to the third party himself. In this context, the customer is also obliged to reimburse us any expenses in accordance with §§ 683, 670 BGB, which result from our direct claim.

10. Applicable law, place of performance and place of jurisdiction

10.1 The legal relationship between the customer and us is subject exclusively to the law of the Federal Republic of Germany.

10.2 Place of performance is 41812 Erkelenz, unless otherwise expressly agreed.

10.3 If the customer is a merchant, a legal entity under public law or a public-law son-dervermögen, the place of jurisdiction is Erkelenz. However, even in these cases, we are entitled to sue the customer at his place of residence.