

General Terms and Conditions maweco GmbH & Co. KG

1. Validity of the Terms and Conditions

Deliveries, services and offers by maweco shall be rendered to companies in accordance with § 14 BGB (hereinafter the "purchaser" and the "contracting party") subject to these Terms and Conditions, unless they are expressly modified by us in writing. They also apply to future business connections, as a framework agreement, even if they have not expressly agreed upon again.

The general terms and conditions of the purchaser are hereby rejected; They shall not be binding for us even if we do not expressly contradict them again during or after contract conclusion.

2. Offers and conclusion of contract

The offers of maweco are subject to confirmation. Declarations of acceptance and all orders require written or fax confirmation by maweco, in order to become legally effective.

Drawings, illustrations, dimensions, weights or other performance data are only legally binding, if expressly agreed upon in writing. Sales staff of maweco company are not authorised to provide supplementary verbal agreements or promises that go above and beyond the content of the written contract.

3. Prices

The prices of maweco are calculated on the basis of each time valid price lists.

All quotations are given in euros; they become binding only upon written confirmation. All printed or stored quotation of prices in price lists, storage media, and the like are subject to confirmation. The prices are € prices, unless otherwise indicated, and are exclusive of VAT. This will be invoiced separately at the respective rate according to the applicable tax regulations. The agreed prices are only valid for the particular contract concluded. The prices are ex works and warehouse, excluding packaging and other shipping and transport costs. Packaging is charged at cost price and can only be taken back, if maweco is obligated to do so by virtue of binding legal regulation. Price changes are permissible after a period of 4 months has elapsed between conclusion of the contract and the agreed delivery date. If thereafter until completion of the delivery the wages, material costs or market-related cost prices increase, maweco is entitled to increase the price appropriately in correspondence with the cost increases. maweco is especially entitled to demand appropriate surcharges, in case metal costs increase. If the purchase price increases for the purchaser by more than 40% in total, then he is entitled to withdraw from the contract.

The agreed prices are exclusive of packaging, transport and insurance costs, fees, royalties and all public taxes, excluding applicable VAT.

4. Delivery and performance period

Delivery dates or deadlines, which can be binding or not binding, must be in writing.

Delivery and performance delays due to force majeure or due to events that make it difficult or impossible for maweco to comply with delivery schedules -even if they occur at the suppliers of maweco or their sub-suppliers- maweco shall not be liable, even for bindingly agreed deadlines and dates. They entitle maweco to delay the delivery or performance by the amount of the impediment plus the addition of a reasonable lead time or completely or partially withdraw from the contract due to the part that is incomplete.

The following conditions apply for bindingly promised delivery periods: The delivery period begins with the receipt of order confirmation by maweco. If it is not possible to meet the delivery period on time or otherwise as contractually agreed, due to force majeure, maweco is exempt from compliance with this obligation and any further claims for damages (default) excluded by the contracting party. The contractual partner of maweco can only claim compensation for damages incurred by the contracting party of maweco due to delays, for which maweco is responsible, when he can prove to the legal representatives of maweco or executives an intent, gross negligence or the breach of contractual obligations regarding the delay and has set a reasonable grace period. Essential for the contract are all those obligations, the fulfilment of which a prerequisite for enabling the proper fulfilment of the contract in the first place and in which the contracting partner may normally trust. In case of simple negligence or other representatives,

the compensation for damages is limited to the value of goods. Otherwise, claims for damages shall be limited to the foreseeable damages. The contracting partner of maweco can withdraw for reasons not attributable to maweco only after the lapse of a reasonable period, set by the contracting party.

maweco is entitled to partial deliveries and partial services at any time. The adherence to each delivery date is contingent upon fulfilling of contractual obligations of the contracting party of maweco.

If it becomes impossible for maweco to complete the delivery during a period when it is delinquent, then maweco shall not be liable for damages even if damages would have been incurred when a timely delivery of goods or services had been expected.

5. Transfer of risk / payment / offsetting

The risk shall be transferred to the contracting party of maweco once the shipment has been handed over to the persons carrying out the transport or it has left the warehouse of maweco for the purpose of shipment. Packaging costs shall be borne by the purchaser.

All levies, fees, taxes, costs for technical examination, etc., incurred for export deliveries outside the Federal Republic of Germany shall be paid by the purchaser; also the costs for any necessary legalisation of certificates or origin, consulate invoices or similar bills. In spite of contradictory provisions of the purchaser, maweco is entitled to initially offset payments against the former's older debts. For domestic deliveries VAT shall be charged separately. The valid VAT rate shall apply when invoicing.

Insofar as an intra-Community supply in accordance with § 6a UStG is concerned, the contracting party is required by maweco to grant a confirmation of arrival pursuant to § 17a UStDV. For this he shall receive a form from us to be completed by the purchaser and returned to us immediately.

In case of delayed or deferred payment, annual interest of 8% shall be payable above the base rate from the due date according to § 247 BGB. This applies regardless of whether the contracting party is in default or not.

The contracting party may set off against the claims of maweco only, if the counter-claim of the contracting party is undisputed or has been legally established. The contracting party may only exercise a retention right, if the retention right is based on claims arising from the contract. Unless agreed otherwise, the purchaser is obliged to pay for the goods within 10 days from invoicing. Payment shall be due net in cash. After 10 days the purchaser shall automatically fall into arrears without any warning. maweco expressly reserves the right to prove greater damage caused by default and assert such a claim. If maweco fails to comply with the terms of payment, then it can declare all claims due regardless of agreed payment dates. If reasonable doubt arises as to the purchaser's capacity to pay or creditworthiness after the receipt of the order, maweco is entitled to demand according to its own choice either a cash payment or security before the delivery, or to withdraw from the contract. This entitlement also exists in particular, if bankruptcy proceedings have been initiated or opened regarding the assets of the purchaser, if the purchaser seeks an out-of-court settlement, if he ceases payment or is it clear that the information in his possession prove a threat to his business situation.

6. Warranty

The agreed quality of the delivered goods results from the product description of maweco. The information provided by maweco for the object of delivery and service in catalogues, brochures and price lists merely constitute descriptions, markings or guide values, unless otherwise provided in the order confirmation. Minor, insignificant deviations from catalogue information or previously sold goods are not considered a defect. The delivery of a defect-free item (replacement) shall be basically permissible only concurrent with the handover of the defective items. maweco is entitled to refuse to replace the goods, if the purchaser has already made sustained or prolonged use of the items in question. The limitation of a claim directed against maweco is not inhibited by negotiations conducted between the purchaser and representatives of maweco. In all cases, negotiations concerning claims against the

maweco shall, with immediate effect, be considered to have been declined, if the negotiations are broken off or discontinued. This clause does not reverse the burden of proof to the subject.

For delivery of installation plans, implementation drawings and installation plans, maweco assumes responsibility for the accuracy of the dimensions of its own delivery portion. Information of maweco about

General Terms and Conditions maweco GmbH & Co. KG - Page 2

the characteristics of its products shall comply with the results of measurements and calculations of maweco.

maweco is not liable, if defects are attributed to actions or constructions that the purchaser has expressly requested, or occur to materials or products that the purchaser has delivered himself.

maweco is not liable for consumables and normal wear and tear nor for defects that have arisen due to improper or careless storage, handling and re-use, installation or commissioning of the delivered goods by the customer or third parties; use of unsuitable materials, unsuitable installation conditions, unusual effects of any kind on the delivery item, e.g. due to vibrations, introduction of foreign bodies, chemical, electronic, electrochemical influences and other after the transfer of risk circumstances, provided that they are not caused by fault of maweco. If the goods have already been delivered to an end user, the purchaser is in principle entitled to assert against maweco only those statutory claims for compensation that his customer has asserted against him. This does not apply if the goods have been withdrawn due to ex gratia arrangements coordinated with maweco.

According to reimbursement of expenses in accordance to § 439 par. 2 BGB, maweco is only obliged to the extent that maweco is notified immediately and in writing of his own customer's supplementary performance, the intended type of remedy and the approximate costs involved have been communicated and maweco has not immediately objected thereto. The purchaser shall be bound to comply with the recommendations of maweco concerning a cheaper option of supplementary performance.

The delivered goods must be inspected for defects by the purchaser immediately upon receipt of the goods at their destination. Defects must be reported immediately to maweco upon discovery in writing. The notification obligation is incumbent upon the buyer even in case of wrong delivery. If the purchaser fails to fulfil his notification obligation described above in due time, he will lose all warranty claims. Warranty claims may also be lost, if maweco is not granted the opportunity to review the alleged defect. The same applies if the purchaser makes changes to the rejected goods without consent.

One year after delivery or acceptance, the assertion of warranty claims is excluded. This does not apply, if the purchaser has caused injury to life, limb or health, in the event of a breach of duty by the purchaser caused by intent or gross negligence, upon assumption of a guarantee or procurement risk and fraudulent concealment of a defect, or when § 479 par. 1 BGB applies. In these cases, the statutory limitation periods shall apply.

Claims for damages of the purchaser due to a defect are exclusively regulated by paragraph 9 of these Terms and Conditions.

7. Withdrawal from the contract

maweco can withdraw from the contract in whole or in part, if unforeseen events substantially change the economic importance of the contract or the relationship between performances / rewards or also significantly affect the operation of maweco to such an extent that it is unreasonable for maweco to fulfil the contract.

maweco may refuse to further fulfil the contract and demand the reimbursement of costs, if it is foreseeable that the purchaser fails to meet his contractual obligations, in particular as regards the agreed payment due to deterioration in its financial circumstances or due to the influence of a higher authority, in particular, those circumstances that will affect the transfer of funds, or that will fail to deliver benefits to the supplier at his registered office for his performance.

The assertion of the retention of title and the seizure of the goods delivered by maweco are not considered as withdrawal from the contract, unless the provisions of the consumer protection law apply or this is expressly declared in writing by maweco.

Should the contracting party of maweco breach one of his secondary obligations (obligation to protect), then maweco can withdraw from the contract, if adherence to the contract is no longer reasonable.

In case of withdrawal by maweco, asserting a claim for further damages is not excluded.

8. Title Retention/Processing

The seller retains the title to the goods until all claims from the business relationship against the customer, including future claims also from simultaneous or later completed agreements, have been settled. This also applies if individual, or all, claims of the maweco company

have been incorporated in a current invoice and the balance has been drawn and recognized.

Extended retention of title in the event of resale with assignment in advance clause.

With reserved goods which are unprocessed, or after processing, or in connection with items, which are solely the property of the customer then the customer has already assigned claims which result from the resale in their entirety to the maweco company. If reserved goods are sold unprocessed or processed and combined with other items exclusively belonging to the purchaser, then the purchaser hereby assigns in full the claims arising from the resale to maweco. If the customer sells reserved goods, after processing/combination with goods which do not belong to the maweco company, the customer has already assigned the claims resulting from the resale, in the amount of the value of the reserved goods, with all additional rights and ranking, ahead of the rest. The maweco company accepts the assignment. The customer is authorised to collect these claims even after assignment. The authorisation of the maweco company to collect these claims itself remains untouched by this; however the maweco company does obligate itself to collect the claim as long as the customer fulfils his/her payment, and other, obligations. The maweco company can demand that the customer provide the assigned claims and the respective debtors, all information required to for collection, hand over to it all associated documents, and notify the debtor of the assignment.

Extended retention of title with processing clause

Any handling and processing of the reserved goods will be done by the customer for the maweco company if no obligations result thereby for the latter. In the event of processing, connection, or mixing the reserved goods with other goods which do not belong to the maweco company, the maweco company is entitled to the resulting co-ownership share of the new product in relationship to the value of the reserved goods to the remaining process product at the point of the processing, connection, or mixing. If the customer obtains sole ownership of the new product the contractual parties agree that the customer will grant the maweco company co-ownership of the new product in relation to the value of the processed, and/or connected, blended, or mixed reserved goods; this will be kept for the maweco company free of charge.

Excess security clause

If the value of the existing securities of the claims to be secured exceeds 20% the maweco company is obligated, in this respect, to release upon the customer's request.

Surrender of the reserved goods

The maweco company is entitled to request the surrender of the items belonging to the maweco company, in particular to claim rights to selection and assignment of the claim to return service in insolvency proceedings if the fulfilment of their claims by the customer is endangered, in particular if insolvency proceedings are filed against the customer's assets, or the buyer's financial circumstances significantly deteriorate. The enforcement of retention of title as well as the seizure of delivery items by the maweco company are not considered withdrawal from the contract.

Third-party intervention in the reserved goods

In the event of the seizure as well as the requisition of the reserved goods, or other provisions or interference by third parties in the rights of the maweco company, the customer must immediately inform the maweco company and in cooperation with the maweco company do everything necessary in order to remove the threat. In as much as it is indicated for the protection of the reserved goods, the customer must assign claims upon request. The customer is obligated to cover all damages and costs, including court and attorney's fees which the maweco company incurs as a result of intervention measures against the interference of third parties.

9. Liability

The company maweco shall be liable in cases of intent or gross negligence of the company or a representative or agent of maweco under the statutory provisions. Moreover, maweco shall be held liable only according to the product liability law, due to injury to life, limb or health or due to culpable violation of substantial contractual obligations. Essential for the contract are all those obligations, the fulfilment of which a prerequisite for enabling the proper fulfilment of the contract in the first place and in which the contracting partner of maweco may normally trust. The claim for damages for breach of contractual obligations is limited to foreseeable damage typical of the contract.

With the exceptions specified above, any and all further claims on the part of maweco contracting party, on any legal grounds whatsoever, shall be excluded.

The provision of the preceding paragraph shall also extend to damages besides the performance and damages instead of performance, regardless of the legal reason, in particular due to defects, breach of other obligations under the contract or liability in tort. It also applies to the claim for reimbursement of fruitless expenses.

10. Tools

Tools and equipment, manufactured by maweco itself or on behalf thereof by a third party, are considered the property in construction basically the property of maweco, but are used exclusively for contracts of the contracting party. Any other use requires an explicit agreement between maweco and the contracting party. The cost of production shall be borne by the contracting partner. Tool cost shares are in principle invoiced separately from the value of goods. maweco keeps the tools and equipment for repeat orders and maintains it. It shall bear only the costs of maintenance, arising from normal tool wear. It shall not be liable for damage and loss incurred despite proper handling. maweco's obligation to preserve shall expire, if no further orders are received by the contracting party within 3 years after the last delivery. If it is communicated prior to the deadline, that more orders are placed within a year, then maweco is obliged to store for this time. Otherwise, maweco may freely dispose of the tools or equipment.

By remuneration of cost shares for tools the purchaser does not acquire title to the tools; these remain the property of maweco. All limitations of liability are also expressly applicable for the benefit of maweco employees.

11. Compulsory insurance

The purchaser is obliged to adequately insure the goods delivered by maweco against loss, fire and damage. This compulsory insurance expires when the goods are no longer under the retention of title, in the broadest sense, of the maweco company. The purchaser shall already assign now all claims arising from the respective insurance contracts to maweco. maweco accepts this assignment. The purchaser is also obliged to adequately insure packaging material, racks, tools, etc., that maweco produces against loss and damage. In this respect the purchaser shall already assert now the claims arising from the insurance benefit to maweco who accepts the assignment. The purchaser must immediately inform the insurer in the event of the occurrence of the insurance and maweco about the occurrence of a damaging event. Upon request, the purchaser shall provide proof about the conclusion of the insurance.

12. Transport, Cargo security

As far as maweco is not transporting itself upon the purchaser's request and at his expense and insurance, the purchaser is solely responsible for the proper loading and securing of goods. After handing over of the goods, the purchaser shall bear the risk of liability for cargo security, loss of goods, etc. The purchaser is responsible for ensuring that no third party rights are infringed or no laws are violated in connection with the loading and transporting.

If maweco asserts claims for such reasons, the purchaser is obliged to indemnify it from these claims upon the first written request. The indemnification obligation of the purchaser refers to all expenses that necessarily arise for maweco from and in connection with the claim.

13. Partial nullity, Place of performance, Jurisdiction, Applicable Law

The general terms and conditions shall remain binding even if individual provisions become legally void. The ineffective provision shall be replaced by a provision which comes as close as possible to fulfilling the commercial and legal purpose of the original provision. If the purchaser is a registered merchant, place of jurisdiction is the general jurisdiction of maweco's company seat. It is also entitled to launch an action before the court generally competent for the purchaser's seat. Only the law of the Federal Republic of Germany shall apply, as applied between residents, to the exclusion of conflict of laws