

Terms and Conditions of Business for VHV Anlagenbau GmbH

1. Scope

These Conditions of Sale and Supply apply for entrepreneurs as defined by section 14 of the German Civil Code (BGB). All performance is subject solely to the conditions as defined below. Terms and conditions of business of the contracting party are not valid except in cases where we have expressly accepted them.

2. Offers, scope of performance and contract conclusion

Our written confirmation of order, given as a result of the purchase order, is definitive for the scope, nature and time of the delivery. Documents forming part of the offer, such as figures, drawings, etc. are not to be understood to show true dimensions and weights unless this is expressly confirmed. We reserve the right of ownership and copyright for these documents; they may not be disclosed to or shared with third parties without our consent. If the order is not placed, these documents must be returned on request without delay. Offers are made subject to confirmation.

A right to revoke must be reserved by an explicit provision in the contract.

3. Terms of payment

Prices are quoted net ex works. Partial deliveries and partial invoices are permissible. Offsetting is permissible only with receivables that are uncontested or recognised as legally binding. Bills of exchange or cheques are accepted only in lieu of performance. Discounts and fees are borne by the contracting party.

All invoices are due for payment within 30 days of the invoice date. If this deadline is exceeded, we are entitled to invoice late payment interest at the rate at which our bank charges us for an overdraft facility and at a rate not less than eight percent above the respective base rate.

In the event of the contracting party defaulting, we may, after informing the former of our intent to do so, cease fulfilment of our obligations until receipt of payment.

If, after contract conclusion, it becomes clear that our claim to payment is endangered by an inability of the contracting party to pay this claim, we may refuse performance and set the partner a reasonable grace period in which the partner must render payment concurrently for performance or provide a security. In the event of refusal or fruitless expiry of the grace period, we are entitled to rescind the contract and demand compensation.

4. Delivery times

Times specified for deliveries are made to the best of our judgment and are extended appropriately if the contracting party neglects to fulfil the latter's required or agreed duties to cooperate, or fails to do so in good time. The same applies for measures required by industrial action and the occurrence of unforeseeable impediments lying beyond our control, including delayed deliveries from an upstream supplier, disruptions to traffic and business operations, shortages of materials, energy, etc. Changes to delivered goods required by the contracting party also lead to an appropriate extension of the delivery time.

The contracting party is entitled to rescind the contract only if we bear responsibility for the non-compliance with the delivery date and the former has granted us an appropriate extension that has expired fruitlessly.

5. Shipping

All shipments—including carriage paid shipments—are made with the cost and risk borne by the contracting party. Packaging is billed at cost.

6. Drawings

Figures, dimensions and weights may be subject to changes insofar as these are acceptable for the contracting party. This does not affect obligations.

7. Retention of title

We retain the title to the delivered goods until the receipt of all deliverables from the business relationship with the contracting party.

The contracting party is entitled to sell these goods in the course of ordinary business provided that the contracting party's obligations from our business relationship are met in good time. The retained goods may neither be pledged nor offered as a security, however. The contracting party shall secure our rights in the event of reselling the retained goods on credit.

The contracting party hereby assigns to us in advance all receivables and rights from the sale of goods to which we are owed retention of title. We hereby accept this assignment.

The contracting party always performs any processing or reworking of the retained goods on our behalf. If the retained goods are processed or permanently combined with other objects that do not belong to us, we acquire a right of ownership to the new thing in proportion to the invoice value of the retained goods to the other processed or combined objects at the point in time of this processing or combination.

If machinery, accessories, etc. are anchored into foundations or similar in the earth or ground, or parts of buildings, or become firmly connected to other objects in some other way, it is agreed that this connection is only temporary in nature and may not become permanent until the contracting party has achieved full ownership by fulfilling the contracting party's obligations.

The contracting party shall inform us without delay about enforcement actions taken by third parties concerning the retained goods, the receivables assigned to us or other securities, and shall provide us with the documents needed to intervene in these actions. This same provision applies to impairments of any other kind.

8. Claims for defects

If the purchase is a commercial transaction for both parties, the contracting party shall inspect the goods immediately on receipt, insofar as feasible in the ordinary course of business, and shall notify

us of any defects discovered immediately. If the contracting party does not notify us in this way, the goods are considered accepted unless the defect is of a kind that was not discoverable by this inspection. Section 377 ff. of the German Commercial Code (HGB) applies in all other respects.

Legitimate claims for defects are limited to demand for cure only. At our discretion, we will either remedy the contested goods or supply a substitute free of defects. If we fail to provide a cure, the contracting party has, at the latter's discretion, the right to reduce compensation or demand the unwinding of the contract.

Claims for defects lapse in one year from the delivery of the purchased item.

9. Liability

Claims for compensation from the contracting party are excluded. This does not apply in the case of wilful intent, gross negligence, the breaching of fundamental contractual obligations on our part or if guarantees have been offered.

10. The invalidity of individual contractual provisions does not affect the validity of the remaining contractual provisions.

11. If a choice-of-court agreement has been made according to section 38 of the German Code of Civil Procedure (ZPO), the place of venue for all claims of the parties, including actions on bills of exchange and cheques, is agreed as Ibbenbüren or Münster.

12. The contractual relationships are governed solely by the Law of the Federal Republic of Germany.