

General terms of sale and terms of delivery of the PUTZIN Maschinenbau GmbH

## I. Validity the AGB/CONTRACT END / text form

1. The supply agreement as well as any changes, beside agreements and other arrangements become first with our confirmation effective. The supply agreement as well as any changes, beside agreements, explanations to his ending and other explanations and communications need the text form, as far as in these conditions nothing else is agreed.
2. Divergent Terms and Conditions of the customer attain only validity if they are confirmed by us expressly in writing. They do not become already by the acceptance of the order or by another implied action contract contents. "
3. If the order is to be qualified as an offer according to §145 Civil Code, we can accept this within four weeks.
4. The supply agreement as well as any changes, beside agreements and other arrangements become first with our confirmation effective. one-sided explanations of the parties to a contract need basically the text form, as far as in these conditions nothing else is agreed.

## II. Prices / treatment surcharges

1. All our prices get on plus of the sales tax owed legally in each case. To our prices we feel only engaged if delivery is agreed within three weeks from access of our offer. By later deliveries validly during the day of the delivery or achievement to valid prices and discounts. As far as with it towards the contract end time price increases are connected which are not based on a sales tax rise, these are only obliging, as far as they take into account the changed market terms which have become known at the end of the prize connection term stamped or to us appropriately. Price increases on account of miscalculations or for the purpose of the profit rise are not possible.

## III. Terms of delivery / delay / call orders / part deliveries

1. Terms of delivery count from confirmation of order, at the earliest, nevertheless, from final arrangement about on the customer before the manufacturing beginning to questions to be cleared.
2. Unforeseen, inevitable events in the production and other obstacles like higher power, labor disputes or other disturbances in own company or in the companies of our sub-supplier as well as late deliveries of our suppliers entitle us to extend the term of delivery by the duration of the impediment. We will inform the customer of beginning and of end of such circumstances as soon as possible.
3. As far as we are in the delay and the customer out of this a damage originates, can demand the customer a delay compensation. This amounts for every full week of the delay to 0.5%, on the whole, however, at most 5% of the value of that part of the whole delivery which cannot be used as a result of the delay on time or not according to contract. Other claims because of delay are directed exclusively after VII figures 2 and 3. The customer can withdraw within the scope of the legal regulations from the contract only, as far as the delay of the delivery of us is to be represented.
4. As far as is agreed with the customer that within an agreed period ("final period") a firmly agreed delivery volume is to be delivered and is entitled to the customer the right to determine in each case the delivery date, the deliveries are to be called away at the latest six weeks before the desired delivery date with us. At the end of the final period we can deliver to the customer the not yet called away amount and calculate.
5. Part deliveries are allowed, as far as this is not unreasonable for the customer.

## IV. Packaging / dispatch / danger crossing

1. The dispatch occurs EXW (Incoterms in her version topical in each case) Pegnitz, the choice of the packaging material as well as the packaging kind remains leave us.
2. Palettes, containers and other more way packaging remain our property and are to be sent back by the customer immediately gratis to our place of delivery. one-way packages are calculated to prime costs and are not taken back. The customer pays 3 express goods add-on costs and postage fees for small property broadcastings.

## V. Payment

1. Purchase price payments are due immediately with delivery of the product. Concerning the delay entry count the legal regulations.
2. The deduction of discount payment needs more specially written arrangement.
3. The restraint of payments on the basis of counterclaims or the compensation with counterclaims is not allowed, unless, the counterclaims are indisputable, decided legally or ripe for decision.

## VI. Retention of title

1. We are left to ourselves the property in all goods delivered by us up to the balance of all demands from the business connection with the customer (reservation product). With running calculation the reserved property also counts as a protection to the demand on the balance.
2. If the reservation product by connection becomes a component of a new thing and does not originate according to §947 paragraph 2 Civil Code already from law because of joint ownership on our part, counts as agreed that the customer transfers to us joint ownership in the new thing and keeps this free of charge for us. Our proprietary interest determines itself after the relation of the value of the reservation product for the value of the new thing.
3. By now the customer resigns to us all demands which originate from the resale of the reservation product against his buyers. If the reservation product is resold together with the other product which does not hear us, the customer resigns to us the part of the demand originating from the resale which corresponds to the invoice amount of the reservation product. If reservation product is resold which hears us only proportionately, the part resigned to us of the demand originating from the resale for our proprietary interest is calculated.
4. The customer remains authorized until revoked to draw the demands from the resale. By request he has to indicate the cession his buyers and to give us all information and to hand over documents which we need for the assertion of our rights.

5. If the reservation product is impounded or our rights are impaired in other way by third, the customer has to inform us immediately.
6. As far as compelling statutory regulations of the respective state do not intend a reservation for the purposes of this VI 1-5, however, other rights for the protection of the demands from calculations of the supplier know, we are left to ourselves this. The customer is obliged to help in measures which are entitled to us for the protection of our property right or an other right stepping at his place in the reservation product.

## VII. Duty injuries

1. The legal rights of the customer after §437 No. 1 Civil Code count in accordance with the following regulations: As far as objects of delivery are useless as a result of defects all or part, we will remove after our choice which is to be met at reasonable discretion free of charge the defects or deliver free of charge objects of delivery free of lack (together in the following subsequent performance). It is left to the customer expressly to diminish while missing the subsequent performance or to withdraw after his choice from the contract. We do not answer for the damages which are to be supplied to one of the use time suitable natural wear within the scope of the subsequent performance.
2. The other legal rights of the customer count in accordance with the following regulations: We stick exclusively in the following cases:  
(Nevertheless, 2a) intentional duty injury  
(2b) Roughly careless duty injury of our legal representatives and fulfilment assistant  
(2c) Culpable injury of life, body and health  
(2d) Cunning concealment of defects or guarantee for the state of an object of delivery  
(2e) Culpable injury of essential contract duties - with coarse carelessness of leading employees and with light carelessness does not limit to the wisely predictable damage typical for contract.  
(2f) So far according to the product liability law is stuck for personal damages or damages to property in privately used objects.
3. Until in III figures 3 are regulated as well as in VII figures 1 and 2 something else, our liability is excluded.
4. The customer has to examine delivered product in accordance with §377 HGB and to reprimand these defects according to §377 HGB in case of from defects. The fault rebuke has to occur in written form.
5. Fault claims come under the statute of limitations 24 months after delivery of the object of delivery, until in the law compelling a longer period of limitation is determined.
6. If a legal right to rescind is entitled to the customer, we can put to him for the exercise of this right to rescind an adequate, at least 2-week term. The right to rescind goes out if not the resignation is explained before the expiry of the term.

## VIII. Guarantee / procurement risk

The takeover of guarantees or the procurement risk on our part must expressly occur when those are called and needs to her effectiveness of the written form. Written form is also necessary if from this written form requirement should become soaked off. The customer and we are in agreement to us that information shows a guarantee or takeover of the procurement risk in our catalogs, block letters, publicity leaflets and other general information about no time.

## IX. Secrecy

The customer and we the information preserved in each case by the other party will keep secret. This also counts after ending of the supply agreement. This obligation does not count to information which was known of the conceiving party with receipt already legitimately without obligation to the secrecy or becomes known afterwards legitimately without obligation to the secrecy or which are known - without breach of contract by one of the parties - in general or become. Every party reserves itself the property and any rights in the documents made available by her or data carriers. Duplications and passing on of such documents or data carriers are allowed only with approval of the leaving party.

## X. Other

1. Place of fulfilment for deliveries is Pegnitz.
2. Legal venue is Bayreuth. Nevertheless, we can also complain in the place of business of the customer.
3. The contractual relationship under-falls to the right of the Federal Republic of Germany. The applicability of the uniform UN-purchase right (CISG) is expressly excluded.
4. Entire or partial omitted or late assertion of any right from this supply agreement signifies no renunciation of this or any other right.
5. Should a regulation be ineffective or become, the validity of the other regulations is not thereby touched.
6. We point out to the fact that we store personal data considering the legal regulations and process in connection with commercial incidents.

PUTZIN Maschinenbau GmbH