

General Contract Terms and Conditions of STAHL- UND APPARATEBAU HUPPERTZ AG (10/2010)

1. Exclusive validity

Orders are accepted by A.G. STAHL- UND APPARATEBAU HUPPERTZ (hereinafter referred to as "S & A HUPPERTZ") exclusively on the basis of these General Contract Terms and Conditions. By signing the order, the Customer confirms that he has read and understood these General Contract Terms and Conditions and accepts them without reservation. Insofar as the Customer refers to his own Terms and Conditions and insofar as these conflict with these Terms and Conditions, the Terms and Conditions of S & A HUPPERTZ shall be deemed to have been agreed.

2. Written order confirmation and subsequent amendment

2.1 For each contract, S & A HUPPERTZ shall submit a written offer to the Customer, plus the General Terms and Conditions. The Contract is concluded by the written confirmation of this offer by the Customer. All data, prices and the General Terms and Conditions of S & A HUPPERTZ are accepted by this confirmation. Production is excluded without the Customer's signature.

2.2 Declarations of any kind made orally or by telephone by the employees as well as subsidiary agreements require written confirmation to be valid. Objections to the order confirmation or the confirmation of ancillary agreements must be communicated immediately, at the latest within 3 working days. All offers are subject to change without notice and are limited in time.

2.3 Customer orders are binding. Subsequent change requests and dimensional changes by the Customer shall only be binding if S & A HUPPERTZ has expressly agreed to this order modification in writing. If production is carried out in accordance with dimensions specified by the Customer, dimensional changes are only possible if they are notified by the Customer in good time so that the changes in dimensions can still be taken into account in the production process.

Otherwise, consent cannot be given. In the event of accepted changes, the Customer must expect reasonable production delays and bear the costs caused by the additional order, depending on the scope of the change requests.

3. Delivery periods, force majeure, partial deliveries

3.1 The stated collection and delivery dates are not binding and are for information purposes only, except in cases in which compliance with the collection and delivery period has been expressly agreed, stating a penalty for delay.

The Buyer expressly waives claims for damages of any kind in the event of non-compliance with the deadlines on the part of S & A HUPPERTZ. In any case, any claim for damages is limited to the value of the order.

3.2 S & A HUPPERTZ is legally and with immediate effect released from its delivery obligation in all cases of force majeure, as well as in the event that the ordered goods are destroyed without this being attributable to a fault of S & A HUPPERTZ.

The following are considered cases of force majeure: Strike, riot, quota, lack of means of transport, accidents or incidents that interrupt the normal supply by the suppliers of S & A HUPPERTZ.

S & A HUPPERTZ shall be released from its obligation to fulfil the contract in due time for the duration of its existence in the event of other circumstances occurring to another supplier (operational disruptions, lack of means of transport, etc.).

3.3 Compliance with deadlines for collection or delivery presupposes timely receipt of all documents to be supplied by the Customer or his authorised representative, necessary permits and releases, preparatory work by third parties, and compliance with the agreed terms of payment and other obligations by the Customer or his authorised representative. If these conditions are not met, the deadlines shall be extended to an appropriate extent and in accordance with the order situation in production.

3.4 S & A HUPPERTZ is entitled to make partial deliveries. Possible costs incurred for inspection and approval shall be borne by the purchaser. If a collection or delivery date has been agreed and postponed by the Buyer, S & A HUPPERTZ shall be entitled to demand payment in the amount of the services already completed or the goods provided.

Unless otherwise agreed when the order was placed, collection or delivery shall take place "ex works".

4. Exclusion of return of goods, transfer of risk

4.1 Returns of goods are generally excluded, as they are always specially made for the purchaser.

4.2 The risk passes to the Customer as soon as the goods leave the factory or warehouse.

If collection or dispatch is delayed through the fault of the Buyer, the risk shall pass to the Buyer from the time of readiness for dispatch. The delivery value shall then be kept in safe custody after notice of default has been given in the name and at the expense of the Buyer. In this case, the date of completion shall be deemed the date of dispatch. If the goods have to be delivered to another location at the request of the Buyer, the delivery and, if necessary, interim storage, shall be at the cost and risk of the Customer.

Transport insurance must always be taken out by the transport company or the Buyer himself. With the exception of delivery *CPT*, S & A HUPPERTZ cannot be held responsible for transport damage. Any damage can only be claimed upon receipt of the goods. Deviations from the delivery note or the invoice must be notified to S & A HUPPERTZ in writing immediately upon receipt.

5. Packaging

Packaging is selected by S & A HUPPERTZ. The Buyer is obliged to dispose of this simple packaging at his own expense. Long goods pallets and transport aids remain the unsalable property of S & A HUPPERTZ. They must be handled with care and may not be used for purposes other than the storage of the delivered goods.

If they are not issued in time, S & A HUPPERTZ shall be entitled to charge the Buyer for them at the current price for brand-new pallets of long goods of the same design. These amounts are due immediately. The liability of S & A HUPPERTZ for improper packaging or loading is excluded if the delivery is accepted without difficulty by a carrier.

6. Payment terms

6.1 Prices are ex works, unless otherwise stated in the written order confirmation referred to in Article 2.1, excluding packaging, freight and customs. Prices are quoted in euros. The price according to the price list valid at the time of delivery shall apply, plus the respective statutory value-added tax.

6.2 Unless expressly agreed otherwise, payments for delivered goods must be made within 30 days of the invoice date without deduction. This also applies to goods which are put into stock by S & A HUPPERTZ at the purchaser's request or for any other reason. Pure wage work (assembly support, transport, measurement, crane work, etc.) and other services are payable immediately without deduction, as are tool and machine costs.

6.3 S & A HUPPERTZ reserves the right to claim advance payments, down payments or advance payments. The Buyer shall not be entitled to offset the amounts owed against counterclaims which are not acknowledged or disputed by S & A HUPPERTZ or which withhold all or part of its payments. The acceptance of bank-guaranteed cheques is excluded.

6.4 If the Customer is in default of payment of an invoice or if circumstances become known after the contract is signed that place the Customer's creditworthiness in serious question, all outstanding balances shall become payable immediately, regardless of any previously granted payment terms.

6.5 In case of default of payment, S & A HUPPERTZ is entitled by right and without reminder to claim default interest of 12% as well as a contractual penalty of 15% of the amount not fully paid with a minimum of € 250.00.

6.6 All delivered goods remain the property of S & A HUPPERTZ (reserved goods) until all claims, in particular also the respective balance claims to which S & A HUPPERTZ is entitled in the context of the business relationship have been fulfilled. This also applies in the case of processing the reserved goods.

If the reserved goods are processed, combined and mixed with other goods by the purchaser, S & A HUPPERTZ has a right to co-ownership of the new item in proportion of the invoice value of the reserved goods to the invoice value of the other goods used. If S & A HUPPERTZ's ownership expires through combination, mixing or processing, the Buyer shall transfer the title to the new stock or item to S & A HUPPERTZ to the extent of the invoice value of the reserved goods, in the case of processing in proportion of the invoice value of the reserved goods to the invoice value of the other

goods used, and shall store them free of charge for S & A HUPPERTZ. The co-ownership rights of S & A HUPPERTZ shall be deemed to be reserved goods within the meaning of Section 6.6.

6.8 The Buyer may resell the reserved goods only in the ordinary course of business under its normal Terms and Conditions and as long as it is not in default, provided that it reserves title on behalf of S & A HUPPERTZ and that the claims from the resale are transferred to and from S & A HUPPERTZ in accordance with Section 6.9. It is not entitled to otherwise dispose of the goods subject to reservation of title.

6.9 The Buyer's claims from the resale of the reserved goods are already now assigned to S & A HUPPERTZ. They serve as security to the same extent as the reserved goods as defined in Section 6.6.

If the reserved goods are resold by the Buyer together with other goods, S & A HUPPERTZ the claim from the resale in the ratio of the invoice value of the reserved goods to the invoice value of the other goods is assigned. In the event of the resale of goods in which S & A HUPPERTZ co-ownership shares pursuant to Section 6.7., S & A HUPPERTZ shall be assigned a portion of the claim corresponding to its co-ownership share.

6.10 The Buyer is entitled to collect claims from the resale, unless S & A HUPPERTZ calls the collection authorisation. At the request of S & A HUPPERTZ, he is obliged to inform his customers immediately of the assignment to S & A HUPPERTZ - if S & A HUPPERTZ does not do so - and to provide S & A HUPPERTZ with the information and documents required for collection.

6.11 By accepting these Terms and Conditions, the Buyer expressly acknowledges that the right of retention will be asserted by S & A HUPPERTZ in the event of the Buyer's bankruptcy without further notice of default or statement of claim. This also means that outstanding claims are assigned directly to S & A HUPPERTZ in the event of resale.

6.12 S & A HUPPERTZ has the right to withdraw from the order or to execute outstanding deliveries only against security and/or to claim damages for non-performance, if at the time of delivery a significant deterioration of the economic situation of the purchaser has occurred, in particular if he has not fulfilled his payment obligations to a considerable extent or if attachment proceedings are pending against him or if judicial or extrajudicial composition or bankruptcy proceedings are pending.

7. Condition of the goods and guarantee

7.1 The agreed quality of the subject matter of the contract results exclusively from the contractual agreements with the Customer. Samples, prospectus details or information resulting from other advertising material are non-binding and do not represent an acceptance of quality guarantees, but serve as a description and are merely intended to convey a general idea of the products described therein. The reference to technical standards serves the service description, and is not to be construed as a guarantee of quality.

7.2 Any complaint of the Customer within the scope of these General Terms and Conditions of Sale must be justified and S & A HUPPERTZ notified in writing and by registered letter. Complaints that are not communicated within the period outlined by S & A HUPPERTZ below are excluded.

7.3 Guarantee for export market

1. In the export market, S & A HUPPERTZ only sells the goods collected by the Customer at the factory. S & A HUPPERTZ is not responsible for delivery, assembly and further use of the goods. S & A HUPPERTZ therefore assumes no warranty obligation regarding construction defects.

2. Complaints due to obvious defects of the delivered goods must be notified by the Customer "ex works" at the latest upon delivery.

The Customer is obliged to check the goods immediately for completeness and freedom from defects.

The use of the sold goods by the Customer shall in any case be considered as acceptance of the goods as conforming and free of any obvious defects.

3. Complaints of hidden defects pursuant to Article 1641 of the Civil Code must be reported within five working days of their discovery or five working days from the date on which such discovery should normally have taken place.

4. Complaints of conformity defects under Article 1649 *to*-1649 of the Civil Code must be reported within 2 months of their discovery.

7.4 Guarantee for the home market

1. In the home market, S & A HUPPERTZ undertakes to supply and assemble the goods itself.

2. The guarantee obligation must either be stipulated in the contract or prescribed by law.

3. Complaints due to obvious defects of the delivered goods must be communicated at the latest at the time of acceptance by the Customer.

The use of the sold goods by the Customer shall in any case be considered as acceptance of the goods as conforming and free of any obvious defects.

With regard to the guarantee obligation regarding the hidden defects, reference is made to Article 7.3.

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7.5 The Customer shall grant S & A HUPPERTZ reasonable time and opportunity to remedy the defect. If this is refused, the S & A HUPPERTZ is exempt from the warranty obligation.

Insofar as the Customer does not assert any wilful breach of contract on our part, our liability is limited to foreseeable or typical damages. In particular, in this case S & A HUPPERTZ shall not be liable for lost profit of the Customer, unforeseeable indirect consequential damages, as well as loss of production.

7.6 S & A HUPPERTZ shall also be liable in accordance with the statutory provisions of product liability.

8. Patent and copyright protection

The Customer's rights from the deposit contract are non-transferable. The illustrations, drawings, designs, constructions, calculations and other documents of S & A HUPPERTZ are subject to **patent and copyright protection**.

The Customer shall pay compensation for all damages arising from the infringement of any industrial property rights. The Customer requires the express written consent of S & A HUPPERTZ before passing them on to third parties. The Customer expressly acknowledges all industrial property rights to which S & A HUPPERTZ is entitled.

9 Miscellaneous

9.1 Should individual provisions of these GTC be legally ineffective, this shall not affect the legal effectiveness of the remaining GTC. As a rule of interpretation, it is stated that the legally invalid provision based on a legal regulation or a court decision is replaced by a provision which is closest to the legally invalid provision.

9.2. All offers, orders and/or agreements subject to these General Terms and Conditions shall be governed exclusively by Belgian law.

9.3 The place of jurisdiction in the event of disputes relating to offers, orders and/or agreements shall be Eupen.