

**GENERAL TERMS AND
CONDITIONS OF PURCHASE**

Commercial register no.: HRB 19036
 VAT No.: DE 811193112
 Registered place of business: Cologne

1 Introduction

1.1 These terms and conditions apply to the delivery of materials, products and services to be purchased or supplied in accordance with the description, quantity and specifications set out in the particular conditions (the "Goods") by the supplier (the "Contractor") to the entity designated in the particular conditions (the "Client").

1.2 These terms and conditions and the other written documents mentioned in the particular conditions constitute the exclusive and entire agreement between the Contractor and the Client (the "Agreement"). The Contractor's general terms and conditions of sale or delivery do not apply unless otherwise expressly written in the particular conditions.

2 Formation of the Agreement and change

2.1 Agreement between the Contractor and the Client must be made and submitted in writing or by fax.

2.2 The Client may at any time request any change (including but not limited to the place of delivery, scope, quantities or properties of the Goods). The Contractor is bound by any change requested by the Client. Should any change be likely to have an impact including but not limited to additional and reduced costs as well as changed delivery dates and times, the Contractor shall immediately notify it to the Client in writing by mail within five calendar days and indicate in the notice the likely impact. Failure to do so, the Contractor shall be deemed to have fully accepted the change and have waived all claims it may have and the Client shall be discharged from all liability in connection with the change.

2.3 Should a notice be sent in compliance with Sub-Clause 2.2, the parties shall discuss an equitable adjustment of the price and/or delivery schedule, as applicable.

2.4 Any change carried out by the Contractor without a request made in writing by the Client shall be at the cost and risk of the Contractor.

2.5 The Contractor shall not subcontract or assign the Agreement, whether wholly or partly, without the Client's prior written approval.

3 Prices

3.1 Prices defined in the particular conditions (the "Prices") are fixed for the entire duration of the Agreement unless otherwise expressly provided in the particular conditions.

3.2 Prices include all taxes and other charges including but not limited to duties, levies, import taxes, customs duty, tariffs, government-imposed surcharges or withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority or other charge, the Contractor shall immediately indemnify the Client and/or, should and to the extent the Client decide so, the Client may deduce this sum from any amount due to the Contractor.

3.3 All packing and packaging material shall be collected by the Contractor unless agreed otherwise. Packing, shipping, freight, drayage, demurrage, storage, insurance, unloading, assembling, installation and commissioning at the address mentioned in the particular conditions are included in the Prices and the Client shall not be charged any additional amounts for such services.

4 Invoice, billing and payments

4.1 The Client will pay the Prices in accordance with the payment terms set forth in the particular conditions or if not mentioned, within 30 days after receipt of the Goods and of the relevant invoice. Should the payment occur within 14 days, a discount of 3% will be made on the invoice.

4.2 Invoices which are not properly submitted with the necessary documentation of the completion of services are not due and not payable.

4.3 The Client may, at any time, set-off any amounts the Contractor owes the Client against any amounts the Client owes

to the Contractor under any contract (including this Agreement) or any of its affiliated companies.

4.4 The Contractor is not entitled to assign or transfer its claims to or have them collected by third parties without the Client's prior written approval.

5 Delivery dates

5.1 Time is of the essence in the Contractor's performance of its obligations. The Contractor will immediately notify the Client if Contractor's timely performance is delayed or is likely to be delayed.

5.2 Delivery date(s) and period(s), expressly mentioned in the particular conditions or which can be reasonably assessed from the Agreement, are binding. Compliance with the delivery date(s) and period(s) shall be defined by the date of final acceptance of the Goods by the Client. Deliveries shall be processed in accordance with the Client's instructions.

5.3 If the Contractor delivers Goods after a delivery date or a period, the Client may, at its discretion, reject such Goods or apply delay damages amounting to 0,5% of the Agreement's value per day of delay. Both Parties agree that the delay damages represent a genuine pre-estimate (at a daily rate) of the damages likely to be suffered by the Client in the event the Good(s) is not delivered by the above mentioned delivery date(s) or period(s). The amount of delay damages is capped to 5% of the value of the Agreement.

5.4 Custody of the Goods shall be entirely borne by the Contractor (regardless whether used or not by the Client) up to their final acceptance in writing by the Client.

5.5 When delivering hazardous substances, the relevant safety data sheets must be handed over. Individual packages and containers of hazardous substances by the Contractor shall be individually marked with labels. In the shipping notices, bills of lading, invoices and package labels and in that the job order numbers, correspondence and other notices of the order shall be provided.

6 Ownership and license

6.1 Unless otherwise specified in the particular conditions and except as provided in Sub-Clause 6.2, the Client is the sole and exclusive owner of all Goods delivered under this Agreement and the Contractor hereby irrevocably assigns and transfers to the Client all rights and title to, and interest in, the goods, including all associated intellectual property rights without any liens, mortgage, encumbrance or any security of any nature.

6.2 Unless otherwise specified in the particular conditions, each party owns all its intellectual property rights on the Goods pre-existing at the date of the Agreement. The Contractor hereby grants to the Client a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce all its intellectual property rights on the goods pre-existing at the date of the Agreement to the extent necessary for the Client's exercise, use and exploitation of the Goods.

6.3 The Contractor will obtain and assign to the Client a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all third party intellectual property rights incorporated into, required to use, or delivered with the Goods.

6.4 The delivery should be according to INCOTERMS 2010. In case of discrepancy, these terms and conditions will prevail.

7 Quality and documentation

7.1 The Contractor represents and warrants that any and all Goods will comply with established engineering practice, currently applicable safety regulations, DIN norms, the EU rules (in particular the directive REACH as updated from time to time) and agreed technical specifications, any applicable local and national laws and regulations.

7.2 The Contractor warrants that the goods will be (i) fit for purpose and (ii) free from defects in design, material and workmanship.

7.3 If, for the purpose of reviewing compliance with relevant standards, any public authorities responsible for building and construction safety request to inspect the production/construction process and to see the Contractor's inspection documents, the Contractor, at the request of the Client, agrees to allow inspection, furnish any required documents and provide all required support.

7.4 The Contractor shall, at the latest together with the 1st partial invoice (or, if such was not agreed, at the latest with the final invoice), furnish the Client with a signed product list clearly showing the products used as well as, for each product, the manufacturer, supplier and (estimated) amounts plus per product either the material value in € or material portion in %. The Contractor shall also provide the Client with all certificates or certification regarding the origin, authenticity, quality, properties, compliance with EU norms and regulations, importation or tax clearance of the Goods. Without prejudice to the other provisions of this Agreement or as applicable at law, the Client is entitled to reject the Goods if any of the documents is missing.

8 Warranties

8.1 Subject to Sub-clause 8.2 or except as provided in the particular conditions, the term of the warranty shall be according to German laws. The warranty period shall begin upon the final acceptance of the Goods to be delivered.

8.2 If the Goods provided by the Contractor are intended, with or without use by the Client, to be resold, the Contractor shall provide a further warranty until the Client's warranty obligation in the contractual relationship with its client comes to an end.

8.3 Should a defect occur within the agreed warranty period as agreed in sub-clauses 8.1 and 8.2, said defect shall be assumed to have already existed and been present at the time of delivery. This assumption shall be valid as long as the Contractor does not prove otherwise.

8.4 Should a defect occur, the Client can choose i) to have the defective Goods or parts remedied, ii) to have the defective Goods or parts exchanged at the place of performance, iii) demand a price reduction or iv) reject the Goods and obtain the reimbursement of the sums paid to the Contractor. The Contractor shall be liable for any and all costs and expenses arising in relation to the remedy of the defect. In the event that the Client must cover any warranty and/or indemnity obligation from any contractual relationships (as for example stated under sub-clause 8.2) arising out of or in connection with the Goods provided by the Contractor, the Contractor shall immediately indemnify the Client for any and all amount(s) and expenses incurred by the Client.

8.5 The Contractor may transfer to the Client any indemnity or warranty claims arising from contractual agreements between the Contractor and its sub-suppliers or producers exclusively if desired and explicitly requested by the Client.

9 Confidentiality

The Contractor shall treat the terms, conditions, and existence of the Agreement as confidential and shall not disclose any information without the prior agreement of the Client in writing.

10 Responsibilities and Indemnities

10.1 The Contractor shall immediately defend, indemnify and hold the Client harmless from and against any and all damages, loss, expenses (including professional fees and costs as incurred), arising out of or in connection with any act or omission of the Contractor (including its employees or subcontractors) in the performance of the Agreement (including but not limited to any infringement of a third party's intellectual property rights or any other rights).

10.2 In no event will the Client be liable to the Contractor for any incidental, indirect, punitive, special, consequential damages, loss of profits, loss of use, loss of contract or loss productivity arising out of, or in connection with, this Agreement, whether or not the Client was advised of the possibility of such damage.

10.3 If a third party enjoins or interferes with the Client's use of any Good, then in addition to the Contractor's obligations under this Agreement, Supplier will use its best efforts to (i) obtain any licenses necessary to permit the Client to continue to use the Goods; (ii) replace or modify the good as necessary to permit the Client to continue to use of the Goods; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to the Client the amount paid for any Work for which a third party enjoins or interferes with the Client's use of the Work.

10.4 Nothing in this Clause shall limit the other remedies of the Client available under the Agreement or at law.

11 Termination and suspension

11.1 The Client may terminate this Agreement in case of breach of the Contractor not being remedied within 5 calendar days from the breach notification. Upon receipt of notice of such termination, the Contractor will inform the Client of the extent to which it has completed performance as of the date of the notice, and the Contractor will collect and deliver to the Client whatever Goods then exist. The Client will pay the Contractor for all work performed compliant to the Contract less any costs incurred as result of the breach of the Contractor. No payment shall be due until the consequences of the breach of the Contractor are assessed.

11.2 The Client may also terminate or suspend this Agreement, any delivery, or both at any time, for no reason or for any reason, upon 15 days written notice to the Contractor. Upon receipt of notice of such termination, the Contractor will inform the Client of the extent to which it has completed performance as of the date of the notice, and the Contractor will collect and deliver to the Client whatever Goods then exist. The Client will pay the Contractor for all work performed and accepted through the effective date of the termination, provided that the Client will not be obligated to pay any more than the payment that would have become due had the Contractor completed and the Client had accepted the Goods. The Client will have no further payment obligation in connection with any termination and the Contractor hereby waives any claim in respect of an early termination of the Contract.

11.3 The Contractor may only terminate the Agreement in case of default payment of a sum due under this Agreement by the Client not being remedied within 45 calendar days from the Contractor's notice of breach sent in writing.

11.4 Any clauses of this Agreement, obligations or duties (including but not limited to Clause 12) which, by their nature, extend beyond the expiration or termination of the Agreement shall survive its expiration or termination until the extinguishment of all liabilities between the Parties.

12 Antitrust

If the contractor is determined by a national, European commission or court to have taken part, directly or indirectly, to an unjustified restriction of competition, especially in the sense of § 1 GWB, or result, of an undue restriction of competition in regard to their origin in terms of pricing power has been used or is fined for such behaviour, the sum corresponding to 8% of the contract value shall be paid to the Client, unless that damage is detected at a different rate. The proof that no damage or impairment is not at all created or significantly lower than the penalty or fee lies within the Contractor, the proof of greater damage to the Client.

13 Applicable laws

13.1 The laws of the Federal Republic of Germany apply exclusively, to the exclusion of any other jurisdiction. Application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods as amended is expressly excluded.

13.2 All legal disputes arising from this agreement, including but not limited to disputes over its existence or non-existence, not amicably solved within 30 days from the notice of dispute from one party to the another shall be submitted to the exclusive jurisdiction of the court in Cologne.

13.3 If an unresolved dispute exists between the parties, the Contractor shall, if the services have not been completed, continue without delay to perform the services and in so doing shall comply with all directions given by the Client.

14 Miscellaneous

14.1 If any of the terms of this Agreement becomes invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions shall not in any way be affected. The Contractor and the Client agree to replace the ineffective term by one which also serves their economic interest as closely as possible.

14.2 The failure of the Client to insist, in any or more instances, on the strict performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, will not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

14.3 Any amendment to this Agreement requires written confirmation from the Client.

14.4 In the interpretation of this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that that party:

- (a) Prepared this contract or any part of it; or
- (b) Seeks to rely on this contract or any part of it.