

I. Scope/General conditions

1. For all our deliveries and services of A. RAWIE GmbH & Co. KG, hereafter referred to as RAWIE, to businesses and legal entities of public law or public special funds (but not consumers in the meaning of §§ 474 ff., 13 BGB) the general terms of business below (AGB) of the company RAWIE shall apply, with the explicit exclusion of contradictory conditions and they shall also apply to all future business relations without any specific repeated reference to these conditions. Deviations from our terms of business shall require a separate written agreement.
2. In addition, the Incoterms 2010 standards including their supplements valid at the time of signing the agreement shall apply. Our deliveries shall always be made EXW, unless other agreements were made.

II. Quotation and conclusion of the agreement

1. Our quotations as well as our samples, brochures, drawings and other service information shall be non-binding and without any obligations, unless we have identified them explicitly as binding.
2. The customer shall be bound to his orders for two weeks. The agreement shall be made by our confirmation of order within two weeks from the receipt of your order or alternatively by processing the order within the same period.
3. Business letters printed and/or sent via data processing systems shall be valid even without signature.
4. Quotations shall apply to deliveries to the country in which the customer has his registered office according to the details provided in his order (hereafter referred to as "exporting country"). The customer shall be liable to RAWIE for all disadvantages and obligations caused by the use of the products outside the exporting country.
5. Images, samples, brochures and drawings and/or any other documents belonging to the quotation shall be no descriptions or details concerning the quality of the products. In general, no properties, assurances or warranties shall be included, unless they were agreed in writing in a separate agreement. We reserve all property rights, copyrights and other protective rights for our images, samples, brochures, drawings and other documents. Unless implicitly marked in a different way, we guarantee our protective rights for the territory of the Federal Republic of Germany only. The customer may only assign our rights to third parties with our written consent, and regardless of the fact whether we have marked them as confidential and return them to us upon request immediately without having any right of retention.
6. Information on processing and application possibilities for RAWIE products, technical recommendations or advice and other information handed out by our staff (application consulting) shall be provided to the best of our knowledge, but without any obligations or liability. Such information shall not release our customers and their customers from the obligation to carry out their own tests and inspections to ensure the appropriateness of the products as to their intended use. Technical advice shall not establish any particular legal relationship /relation to the person giving the advice.
7. We reserve the right to correct and timely self-supply. We shall notify the customer immediately in the event of non-availability of a delivery and accordingly we shall reimburse the customer immediately in case of a cancellation.

III. Prices

1. Our prices shall be net ex-works Osnabrück (EXW), not including any transport package or transport costs, unless otherwise specified in the confirmation of order; the prices listed in the price list which is valid on the date of acceptance of the order shall apply, plus the respective VAT. If the customer provides us with detailed information on the respective packaging, weighing and customs regulations for a foreign country in due time, we shall be obliged to comply with those regulations to the extent possible.
2. If delivery is made later than 4 months after the confirmation of order, we shall reserve the right to increase our prices, if major cost factors stipulated in the agreement have changed in the meantime – such as wages, costs for packing material, shipping, energy, raw materials and taxes. The price increase shall correspond to the increase in costs.
3. Customs fees, consular fees as well as taxes, fees and tolls levied outside the Federal Republic of Germany on the basis of certain regulations as well

as all expenses involved, shall be borne by the customer. Upon delivery, including customs duties or other fees, the indicated price (without any deduction) shall be based on the rates which were valid at the time the order was placed. Only the actual costs shall be accounted for. The respective valid VAT shall be added to the price, if applicable.

4. We expressly disagree to any discount or other deductions which were not agreed in our order confirmation.
5. The customer shall only be entitled to retain payments or set them off against any counter-claims, if such claims are uncontested or legally enforceable and/or if the claim entails mutuality of obligation.

IV. Delivery deadline and date

1. Delivery deadlines shall begin on the day the order was confirmed and/or processed; delivery deadlines shall be non-binding, unless a certain delivery date was expressly confirmed in writing.
2. The fulfilment of all contractual obligations is the precondition for us to be able to keep any delivery deadline. The delivery deadline shall be regarded as kept, if the goods have left our factory prior its expiry or if the customer was notified of the readiness for shipment during that period. Delivery deadlines shall begin on the date of signing the agreement at the earliest, however, not before all documents, releases, technical clarifications etc. which have to be provided by the customer shall be provided. Subsequently requested modifications or supplements shall extend the delivery deadline accordingly, the same shall apply to the occurrence of unpredictable events, such as events caused by force majeure, e. g. wars, strikes, lockouts or other operational disturbances such as problems in the subcontractors' businesses. In the event of an inability to deliver for a period exceeding 6 months, we shall be entitled to cancel the agreement without any compensation from our side.
3. In case of a delay caused by us, the customer shall fix another appropriate deadline after having sent a written reminder including the notice that he shall reject acceptance of the object of the agreement after expiration of that deadline. Only after unsuccessful expiration of the second deadline will the customer be allowed to cancel the agreement by means of written declaration, but only to the extent that we are responsible of the infringement, which may only be assumed for intentional or grossly negligent infringements, and if the customer can prove that his interest in the delivery / service has ceased. In case of a cancellation by the customer, the customer may not make any additional claims for damage or compensation for expenses. In any case, our liability for damages shall be limited to the foreseeable, typically occurring damage. We explicitly contradict a general damage compensation or fine for delay in delivery.
4. We shall be entitled to make partial deliveries or services at any time.
5. If the customer is in delay of acceptance, we shall be entitled to request compensation for the damage caused as well as for possible additional expenses. The same shall apply, if the customer culpably violates any obligations to cooperate.

V. Terms of delivery, passing of risk

1. The goods shall be dispatched at the customer's risk and expense (Incoterms 2010 EXW). The risk shall always pass to the customer at the place of lading, i.e. basically and without any other agreements being made, when the delivery is loaded, which shall apply even in case of partial deliveries or if we have taken over other services in addition. The choice of the shipping route and the means of transport shall be at our discretion.
2. If dispatch is delayed due to circumstances which the customer is responsible of, the risk shall pass on to the customer from the day of availability of the goods for dispatch. Delivered goods shall be accepted by the customer, even if they show minor defects.
3. The customer shall provide the means of transport for the delivery within the agreed deadline; we shall be released from our obligation to deliver by storing and insuring the goods at the customer's expense. The forwarding agent's certificate of receipt shall constitute a proof of delivery in accordance with the agreement.
4. Upon the explicit request and cost of the customer, we shall insure the delivery against shipping damage and other risks.

VI. Terms of payment, delay

1. The purchase price shall be due for payment by the customer immediately after receipt of the invoice (without any deductions), unless

otherwise stipulated in our confirmation of order.

2. Payment may only be affected to one of the accounts mentioned on our invoice or to a person vested with a written authorisation to collect the amount due.

3. Cheques and letters of credit, the acceptance of which we explicitly reserve, shall only be accepted as payment after being credited to our account. Any discounts and bank fees shall be borne by the customer. If we have agreed to payment of the purchase price by cheque or letter of credit with the customer, the reservation shall also apply to cashing the bill, which was accepted by us, by the customer and shall only expire after the cheque received was irrevocably credited to our account.

4. If, at the time of payment, no transfer of payment is possible from the country from which the payment has to be made, the customer shall still pay the equivalent of the amount due via a European bank in that country in due time and provide proof thereof. In case of deteriorating exchange rates for amounts paid in a not agreed currency, the customer shall make an additional payment as compensation.

5. If, after signing the agreement, RAWIE realises that our entitlement to the purchase price may be threatened by a lack of solvency of the customer, for example, if an application to open insolvency proceedings was filed by the customer or if the information provided by a credit insurer is deteriorating, we shall be entitled to withhold our performance in accordance with the statutory provisions concerning refusal of performance and, if necessary, after fixing a deadline, to cancel the agreement. We shall grant our customer the right to make advance payments up to the amount of the value of the goods, or alternatively to provide a surety from a credit insurer or a European bank in the form of a directly enforceable unlimited surety (guarantor primarily liable), payable on first demand, under waiver of disputability, setoff and defence of failure to pursue remedies. If the customer does not make any advance payments and/or does not provide any sureties, we shall have a permanent right of retention, alternatively, after a fruitless written reminder, we may also cancel the agreement. In addition, we shall be entitled to make claims for damage.

6. If the customer is in default of payment, we shall charge additional interest at the amount of 9% above the base interest rate of the European Central Bank, unless higher damage can be proven.

VII. Warranty, notice of defects

1. All our deliveries have to be inspected for completeness and possible defects immediately. The customer shall notify us in writing of obvious defects detected in a regular inspection immediately after delivery. The customer shall notify us in writing of any detected defects immediately after detection, however, no later than two weeks after receipt of the goods; presentation of the notice of defects in good time shall suffice. The notice shall include a detailed description of the defects. If the customer fails to carry out a proper inspection of the goods and / or to notify us of the defects, we shall accept no liability for the unreported defects.

2. Upon collection or in case of agreed delivery, the customer shall inspect the state of the goods himself or have them inspected by authorised third parties and he shall obtain an acknowledgement of such an inspection. Short or incorrect delivery shall not constitute a defect and we shall be entitled to subsequent delivery upon request.

3. If the delivered goods are faulty, we have the option to decide whether we want to eliminate the defect (subsequent improvement) or deliver new goods that are free of defects (replacement delivery). Our rights to refuse supplementary performance pursuant to the legal provisions shall remain unaffected thereby. However, we shall be entitled to make the owed supplementary performance conditional against payment of the purchase price due by the customer. However, the customer shall be entitled to retain an appropriate part of the purchase price in relation to the defect. In case of defects detected on or in the products, the customer shall repack the products in the original packaging and return them to us via a safe shipping route at our cost prior to installation or further use, but we shall have the choice of the shipping route.

4. There shall be no claims for defects from just minor deviations from an agreed property/specification or in case of only minor impairment of usability.

5. If, after failed subsequent performance as a consequence of a defect, the customer decides to cancel the agreement, he shall not be entitled to

additional compensation for damage. If, after failed subsequent performance as a consequence of a defect, the customer decides to claim compensation for damage, the goods shall remain with the customer, if this may reasonably be expected of him. Replacement shall be limited to the difference between the purchase price and the value of the defective goods. This shall not apply, if we have caused the infringement intentionally or in a grossly negligent way.

6. To be able to make all the improvements and replacement deliveries that seem to be necessary at our discretion, the customer shall grant us the required time and opportunity to do so after consultation with the customer; otherwise we shall be released from the responsibility for the defects. Only if our elimination of the defects is delayed, the customer shall be entitled, after notification and after fixing an additional appropriate deadline including a warning of refusal, to eliminate the defects himself or have it eliminated by third parties and to claim appropriate compensation for his expenses. In case of a replacement delivery by us, the customer shall return the defective goods in accordance with the legal provisions, unless we cancel the delivery in writing. Our subsequent performance shall not include dismounting of the defective goods or repeated installation, unless we were originally obliged to install them.

7. The period of limitation as to claims and rights arising from defects - for whatever legal reason - shall be one year for deliveries or manufacture. That period shall also apply to other compensation claims by the customer for whatever good reason, unless we are responsible of wilful intent, breach of warranty or fraudulent concealment of defects or in case of claims arising from the product liability act or culpable breach of major contractual obligations.

8. Notification of a defect shall not expressly restrict the period of limitation for warranty claims, if we find out after an examination of the causes of the defect that we are not responsible for the defect.

9. We shall not be liable for damage caused by inappropriate or improper use, incorrect treatment of the goods by the customer or by third parties, usual wear and tear or negligent treatment of the goods, inappropriate cleaning and care, chemical and/or mechanical impacts etc., unless they can be attributed to faults we made and we shall not be liable, if the customer does not use our products in an appropriate way or in accordance with our operating instructions / instructions for use and if that is one of the causes for the damage. We shall not be liable for slightly negligent breaches of obligations. For grossly negligent breaches of obligations, our liability shall be limited to the predictable and typical contractual damage; the same shall apply to the infringement of essential contractual obligations. Furthermore, we shall be liable in accordance with the product liability act in the event of injury to life, body or health or for culpable breach of essential contractual obligations.

10. All claims for compensation shall be made before competent court within a period of limitation of three months after we rejected our liability in writing.

VIII. Reservation of title, rights to security

1. Up to full payment of all our current and future claims from the purchase agreement and from an ongoing business transaction (secured claim) we reserve the proprietary rights for the goods sold. The reservation of the proprietary title shall include all balance claims on current accounts and in case of the reception of letters of credit or cheques up to their crediting to our account; they shall only be regarded as received after the amount was credited to one of our accounts.

2. The reservation of title shall include all products resulting from processing, mixing and / or combining our products with others to the full product value and we shall be regarded as the manufacturer. If the property title continues to exist during processing, mixing or combining our products with products of third parties, which may also be products of the customer, we shall acquire co-proprietary rights in relation to the invoice value of the processed, mixed or combined goods. In such cases, the customer has to maintain the sole or co-proprietary right in the product(s) on behalf of RAWIE GmbH free of charge. Furthermore, the same shall apply to the creation of the products as to the goods delivered with reservation of title.

3. If goods under reservation of title are installed in a real estate / building and / or in essential parts of the building of a third party by the customer, the customer shall now already assign all claims for compensation that may arise against such third parties to us at the

amount of the value of the goods under reservation of title, including all supplementary rights plus a right to grant a claim-securing mortgage to us with priority over the rest. We hereby explicitly accept that assignment. If goods under reservation of title are installed in the real estate as an essential part by the customer, the customer shall now already assign all claims that may arise from the commercial sale of the real estate or from claims resulting from real estate rights to the amounts of the invoice value of the goods under reservation of title, including all supplementary rights, to us. We hereby explicitly accept that assignment.

4. If the value of the granted sureties exceeds the claims by more than 10 %, RAWIE shall be obliged to reassign or release the goods upon the customer's request and to the customer's discretion.

5. The customer shall be entitled to process and sell the goods under reservation of title during regular business processes, unless he is in delay. The permission for further sale shall be void, if the client has made an agreement on non-assignability with his customers. Pledges or assignments as sureties shall not be permitted.

6. If the customer sells goods under reservation of title alone or together with other goods not belonging to RAWIE, the customer shall already now assign all potential claims for any reasons resulting from further sale or other legal provisions (including all current account balance claims) as security in full to RAWIE. RAWIE hereby explicitly accepts that assignment.

7. The customer shall be revocably authorised by RAWIE to collect the claims assigned to RAWIE for his account in his own name. The authorisation for the collection may be withdrawn by RAWIE at any time, if a customer does not meet his regular payment obligations, if he is in delay of payment, if he has made a non-assignability agreement with his customers or filed an application to open insolvency proceedings or if he has stopped his payments. Upon request, the customer shall notify his own customer of the assignment and provide all information and documents required for the collection to RAWIE.

8. The customer shall inform RAWIE about pledges, seizures or other interventions in the goods under reservation of title or assigned claims by third parties and provide the required documents for objection to RAWIE immediately; he has to point out that this is our property and/or that we have a claim concerning those goods. If the third party is unable to compensate us for the incurred court and extra-court fees, the customer shall be liable for such costs.

9. If payments were stopped and / or an application to open insolvency proceedings was filed, the right to further sale, process, combine or mix the goods under reservation of title or the authorisation to collect the assigned claims shall expire; in case of protest against a cheque or a letter of credit, the authorisation for collection shall also expire. This shall not apply to the rights of the insolvency administrator.

10. If the proprietary right in the above form is not enforceable pursuant to the laws of the country of destination, the customer shall assist RAWIE in defining provisions in this respect in accordance with the legal security provisions of his country.

10. The customer shall handle the goods with care. In particular, he shall insure them adequately at his own cost against damage caused by fire, water and theft. If maintenance and inspection work is required, the customer shall carry them out or have them carried out in a timely manner at his own cost.

12. If the customer acts contrary to the agreement, in particular in the event of delayed payment, we shall be entitled to cancel the agreement in accordance with the legal provisions and / or request return of the goods under reservation. The request for return of the goods shall not include the declaration of cancellation and we shall be authorised to only ask for the return of the goods and to reserve the right of cancellation of the agreement. If the customer does not pay the purchase price due, we shall only assert such rights, if we had fixed an adequate deadline for payment to the customer prior to doing so, which expired without any success, or if such a deadline is not required by law.

IX. Liability

1. Unless otherwise stipulated in our terms of business, we shall be liable for an infringement of contractual or extra-contractual obligations in accordance with the respective legal provisions.

2. We shall grant compensation for damage — irrespective of the legal grounds — in case of intent and gross negligence. In case of minor negligence we shall only be liable for

a) damage resulting from an injury to life, body or health

b) damage resulting from an infringement of an essential contractual obligation (an obligation the fulfilment of which is essential for the regular implementation of the agreement that the contractual partner relies on and may rely on as to the implementation); in such case, however, RAWIE's liability shall be limited to the compensation of foreseeable typical damage.

3. The liability limitations resulting from paragraph 2 shall not apply, if RAWIE has fraudulently concealed defects or taken on the warranty for the properties of the goods. The same shall apply for claims by the customer based on the product liability act.

4. The customer may only cancel the contract on the basis of an infringement of an obligation which does not consist of a defect, if RAWIE is responsible of such an infringement which has to be a major one. A free right of cancellation by the customer, in particular pursuant to §§ 651, 649 BGB, shall be excluded. Furthermore, the legal provisions and consequences shall apply.

5. Declared assuming of liability shall not expressly restrict the period of limitation, if we find out after the inspection that we are not responsible of the damage and notify the customer about that matter.

6. Rights of recourse pursuant to § 478 BGB from final customer complaints shall remain unaffected to the extent that, as a compensation for the right of recourse, we shall be granted the right to remedy at our discretion either by repair or new delivery of goods.

7. We object to any fines and lump sum compensation for whatever legal cause, in particular in the event of delay in delivery or defects.

X. Reservation of performance / Embargo clause

1. Our contractual performance shall be based on the reservation that performance is not contrary to any national or international regulations concerning foreign trade or embargoes and / or other sanctions. In particular, the customer shall refrain from any business relations (a) with individuals, organisations or institutions figuring on a sanction list of EC regulations or US exporting restrictions, (b) with embargo states that are prohibited, (c) for which a required approval is not provided or available, (d) that may be used for military purposes in connection with ABC weapons.

2. In particular, the customer shall notify us immediately and unprompted, if he has the intention to deliver or use any products or services purchased from us in areas that are subjects to such regulations. He shall release us from all legal consequences arising from an infringement of such regulations and shall pay compensation for damage to the extent necessary to ensure that we will suffer no damage whatsoever from such a circumstance.

XI. Place of performance, place of jurisdiction, applicable law, severability clause

1. The place of performance for all obligations arising from this contractual relationship shall be Osnabrück.

2. If the customer is a registered trader, a legal entity of public law or a special fund under public law, the local court of Osnabrück (Amtsgericht) or the regional court of Osnabrück (Landgericht) shall be the competent courts for all direct and indirect litigations arising from the contractual relationship, including actions involving letters of credit or cheques. This shall also apply, if the customer does not have a place of general jurisdiction in Germany, if he has transferred his residence or usual place of residence from Germany to another country after signing the agreement or if his residence or usual place of residence is unknown at the time the action is filed.

3. For these terms of business and all legal relations between the parties, the law of the Federal Republic of Germany shall apply, excluding the UN Convention on the International Sale of Goods (Convention of the United Nations of 11.04.1980 on the International Sale of Goods, BGBl. 1989 II p. 588).

4. Should one of the provisions in these terms of business be or become invalid or unenforceable, the validity or enforceability of the remaining provisions shall remain unaffected thereof. In such cases, the parties shall agree to replace the invalid or unenforceable provision by a valid or enforceable one which best reflects the economic purpose and intention of the parties. The same shall apply, if a contractual gap arises during the implementation of the agreement.