

## General terms and conditions of Seichter GmbH

### I. Offer

Any documents relating to the offer such as diagrams, drawings or weight and dimension lists shall only be used as a rough guide unless they are expressly indicated as binding. The supplier shall retain the right of ownership and copyright of quotations, drawings and other documents. It shall not be permitted to make them accessible to third parties. The supplier shall not be permitted to give third parties access to plans designated as confidential by the purchaser unless the latter approves this.

### II. Scope of supply

The supplier's written confirmation of the order shall be decisive as regards the scope of supply. Incidental agreements and amendments shall require the written approval of the supplier.

### III. Prices and payments

1. In the absence of a special agreement, the prices shall be ex works including loading at the factory, but excluding packing. Value-added tax at the current statutory rate shall be added to the prices.
2. In the absence of a special agreement, payments shall be made in cash without deduction free domicile of the supplier. Payments shall be made as follows:  
1/3 down payment on receipt of confirmation of the order.  
1/3 as soon as the purchaser has been informed that the main parts are ready for dispatch, the balance within 30 days.
3. The retention of payments or offsetting due to any counterclaims of the purchaser disputed by the supplier shall not be permitted.

### IV. Delivery period

1. The delivery period shall commence on the date of dispatch of confirmation of the order, but not before the provision of the documents, licences and releases to be obtained by the purchaser, or before receipt of the agreed down payment.
2. The delivery period shall be deemed to have been observed if the delivery item has left the factory before this period elapses or notification of readiness for dispatch has been sent.
3. The delivery period shall be extended accordingly in the event of industrial conflicts, especially strikes and lockouts as well as due to the occurrence of unforeseen problems which are no fault of the supplier if it can be proved that these problems have an adverse effect on the production or supply of the delivery item. This proviso shall also apply in the event of problems at subcontractors. The above-mentioned circumstances shall also not be regarded as the fault of the supplier if they occur during an existing delay. In important cases, the supplier shall inform the purchaser of the beginning and end of these problems as soon as possible.
4. Compliance with the delivery period shall be deemed as fulfilment of the contractual obligations of the purchaser.

### V. Passing of risk and acceptance

1. The risk shall be passed to the purchaser at the latest when the delivery parts are dispatched and also whenever part deliveries are made or the supplier has taken over other services, e.g. forwarding costs or transportation and installation. At the request of the purchaser, the consignment shall be insured at his expense by the supplier against theft, damage caused by breakage, transportation, fire and water as well as other insurable risks.
2. If dispatch is delayed due to circumstances for which the purchaser is responsible, the risk shall be passed to the purchaser as from the date of readiness for dispatch. However, the supplier shall be obliged, at the request and expense of the purchaser, to arrange the insurance which the latter demands.
3. Delivered items shall be accepted by the purchaser, even if they have minor faults, irrespective of the rights in Section VII.
4. Part deliveries shall be permitted.

### VI. Reservation of ownership

1. Up until satisfaction of all claims (including all balance claims from the account current) made now or in the future by the supplier against the purchaser for whatever legal reason, the seller shall be granted the following securities which he shall release, on request, according to his choice if their value continually exceeds the claims by more than 20%.
2. The goods shall remain the property of the supplier. Processing or transformation shall always be carried out for the supplier as manufacturer, but without any obligation for him. If the supplier's ownership of the products terminates on account of their combination, it is thus hereby agreed that the purchaser's title to the uniform item shall pass to the supplier as a prorata value (invoice value). The purchaser shall retain the property of the supplier free of charge. Goods owned by the supplier shall hereinafter be designated as conditional goods.
3. The purchaser shall be entitled to process and sell the conditional goods in the ordinary course of business as long as he is not in default. Pledges or transfers of ownership by way of security shall not be permitted. All claims (including all balance claims from the account current) arising from resale or another legal reason (insurance, tortious act) relating to the conditional goods shall be assigned through this document by the purchaser to the supplier for the sake of security. The supplier shall revocably empower the purchaser to collect the claims assigned to the supplier for his own account and his own name. This authorisation to collect may only be revoked if the purchaser does not duly comply with his payment obligations.
4. In the event of access by third parties to the reserved goods, the purchaser shall make reference to the ownership of the supplier and inform him immediately.
5. If the purchaser acts contrary to the terms of the contract - in particular if he fails to make payments on the due date - the supplier shall be entitled to take back the reserved goods or, if necessary, demand assignment of the purchaser's claims for return against third parties. If the supplier takes back or pledges the reserved goods, this shall not entail withdrawal from the contract unless the Hire Purchase Act is applied.

## VII. Liability for delivery defects

The supplier shall be liable as follows for any delivery defects, which also include the absence of expressly assured characteristics, excluding any further claims irrespective of Section IX, 4:

1. The supplier shall choose, as appears just, to rework or replace all those parts which prove to be defective or considerably impaired in their usability within 12 months after commissioning at the purchaser's premises due to circumstances occurring prior to the passing of risk - especially due to faulty design, poor materials or faulty workmanship. The supplier shall be notified immediately in writing if such defects are discovered. Replaced parts shall become the property of the supplier.  
If dispatch, installation or commissioning is delayed due to no fault of the supplier, liability shall expire at the latest 15 months after the passing of risk.  
In the case of important bought-in parts, the liability of the supplier shall be limited to the assignment of the liability claims accruing to him against the supplier of the bought-in parts.
2. The right of the purchaser to enforce claims due to defects shall become statute-barred in all cases from the date of the punctual complaint in 6 months, but at the earliest on expiry of the warranty period.
3. No responsibility shall be accepted for damage which occurred due to the following reasons:  
Unsuitable or incorrect use, faulty installation or commissioning by the purchaser or third party, natural wear and tear, defective or negligent handling, unsuitable resources, replacement materials, defective construction work, unsuitable building ground and chemical, electrochemical or electrical influences if they are not the fault of the supplier.
4. The purchaser shall come to an agreement with the supplier to give him the required time and opportunity to carry out all improvements and replacement deliveries which the supplier considers necessary and just. Otherwise, the supplier shall be released from the liability to remedy the defect. The purchaser shall only be entitled to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the incurred costs from the supplier if there is a real risk to operating safety and to avoid a disproportionately large amount of damage. In these cases, the supplier shall be notified immediately.
5. In normal cases, the faulty consignment shall be returned to the factory. Out of the direct costs incurred as a result of improvement of the goods or a replacement delivery, the supplier shall be responsible - if the complaint turns out to be justified - for the costs of the replacement part including freight. If it can be reasonably demanded according to the circumstances of the individual case, the supplier shall provide his fitters and auxiliary staff. The purchaser shall bear the costs, for example for travel and overnight accommodation.
6. The warranty period for the replacement part and improvement shall be three months. However, this period shall run at least until the expiry date of the warranty period for the delivery item. The liability period for the defective delivery item shall be extended by the duration of the interruption of business caused by rework.
7. No liability shall be accepted for the consequences arising from any modifications or repair work carried out by the purchaser or third parties without the prior approval of the supplier.
8. Other claims by the purchaser, especially a compensation claim for damage which did not actually occur to the delivery item, shall be excluded.  
This exemption from liability shall not apply in the event of intent, gross negligence by the proprietor or managing director, or in the case of culpable violation of important contract obligations.  
In the event of culpable violation of important contract obligations, the supplier shall only be liable - except in cases of intent and gross negligence by the proprietor or managing director - for any reasonably foreseeable damage which is normal in a contract.

## VIII. Liability for subsidiary obligations

If, due to the fault of the supplier, the delivered item cannot be used by the purchaser in accordance with the terms of the contract as a result of the lack of or incorrect implementation of proposals and advice provided before or after the conclusion of the contract as well as other subsidiary contractual obligations - especially instructions for the operation and maintenance of the delivery item - the provisions of Sections VII and IX shall apply accordingly excluding other claims by the purchaser.

## IX. Right of the purchaser to withdraw from the contract, rescission and other liability of the supplier

1. The purchaser may withdraw from the contract if the supplier is totally unable to perform the complete service before the passing of risk. The same provision shall apply in the event of the supplier's failure to perform the service. The purchaser may also withdraw from the contract if, in the case of an order for similar goods, it is not possible to make a part delivery based on quantity and he has a justified interest in rejecting a part delivery. If this is not the case, the purchaser may reduce the consideration accordingly.
2. If performance is delayed within the meaning of Section IV of the terms of delivery and the purchaser grants the defaulting supplier a suitable period of grace on the express condition that he will refuse acceptance of performance after expiry of this period, and the period of grace is not observed, the purchaser shall be entitled to withdraw from the contract.
3. If impossibility of performance occurs during default in acceptance or due to the fault of the purchaser, he shall still be obliged to provide a consideration.
4. The purchaser shall also be entitled to cancel the contract if the supplier ineffectually lets expire through his own fault a suitable period of grace granted to him for the improvement or replacement delivery of a defective part attributable to him within the meaning of the terms of delivery. The right of the purchaser to rescind the contract shall also apply in other cases where the supplier fails to improve the defective part or make a replacement delivery.
5. All further claims by the purchaser shall be excluded, especially in connection with termination of the contract or reduction in purchase price as well as any type of damage claims or damage which does not directly relate to the delivery item.  
Exemption from liability shall not apply in the event of intent, gross negligence by the proprietor or managing director, or in the case of culpable violation of important contract obligations.  
In the event of culpable violation of important contract obligations, the supplier shall only be liable - except in cases of intent and gross negligence by the proprietor or managing director - for any reasonably foreseeable damage which is normal in a contract.

## X. Venue

With all disputes arising from this contract, the action shall be heard by the court which is responsible for the area in which the head office of the supplier is located. The supplier shall also be entitled to take legal action at the court which is responsible for the area in which the head office of the purchaser is located.

Law to be applied with regard to foreign purchasers:

1. All disputes arising from the contract shall be decided definitely in accordance with the ICC Rules of Conciliation and Arbitration by one or more arbitrators appointed under these rules.
2. The contract shall be subject to the law of the seller's country unless agreed otherwise by the parties.
3. The arbitrators shall only make a decision according to their reasonably exercised discretion if the parties agree to this expressly.