

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. Applicability

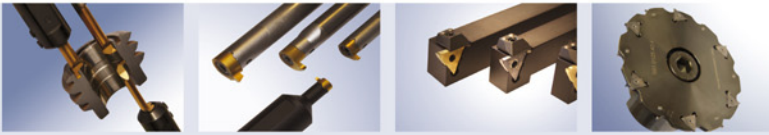
- 1.1 All deliveries, services and offers are supplied exclusively on the basis of these, the seller's terms and conditions of business. These form part of all contracts that the seller concludes with its contractual partners (hereafter also called "customer"). They also apply to all future business relations, even when they are not separately agreed again.
- 1.2 Conditions from the customer that are contrary to or deviate from these terms and conditions of business shall not be recognised unless the seller has expressly consented to their application in writing.
- 1.3 These terms and conditions of business only apply to companies in the sense of § 14 para. 1 BGB [Legal Code] or legal persons under public law. By issuing an order freelancers offer the assurance that they are acting as a company in their freelance activity.

2. Offer, contract conclusion and scope of service

- 2.1 Contractual offers of the seller are subject to confirmation and are non-binding.
- 2.2 The customer's order is a binding offer. The seller can accept this by sending an order confirmation or the delivery object ordered.
- 2.3 For custom-produced goods based on customer requirements ("Special tools"), the customer is obligated to make available, free of charge, all information and data required for creating the offer, as well as planning and production of the special tools. For the rest the customer is obligated to assist the order in every phase by taking the necessary and appropriate cooperative actions.
- 2.4 When producing special tools, the seller, for technical product-related reasons, is entitled to deliver up to 10% of the order volume more or fewer workpieces to the customer, however at least two.
- 2.5 The seller is entitled to make partial and combined deliveries as well as partial and combined invoices if this does not endanger the contractual purpose or impose any unreasonable additional expense on the customer.
- 2.6 Supplements and amendments to the agreements made including these general terms and conditions must be made in written form in order to be effective. With the exception of the business director and authorised representative, the seller's employees are not entitled to make divergent oral agreements. Oral promises made by the seller prior to the conclusion of this contract are not legally binding, unless it emerges from them expressly in each case that they should apply in binding fashion.
- 2.7 The seller reserves the rights to property, copyrights, brand and other commercial protective rights to workpieces, models, images, documents and other aids. These may only be made accessible to third parties after prior written consent or used or reproduced within the framework of the business activities of the customer itself or third parties.
- 2.8 Technical data including weight and measurement details as well as other details in the seller's contractual documents are only approximately decisive, to the extent that usability for the contractually anticipated purpose does not require precise conformity. This information contains no promise of guarantee, in particular no quality or durability guarantee.
- 2.9 Orders issued on call will be delivered and invoiced at the end of twelve months unless agreements to the contrary have been made.
- 2.10 The seller reserves the right to make changes to the design, the selection of materials, the specification and the type of construction even after sending an order confirmation. Changes of this type do not affect the conclusion of the contract and do not provide an entitlement for the exercise of guarantee rights, to the extent that the usability of the supplied object for the contractually anticipated purpose is not influenced and the changes for the purchaser are reasonable.

3. Prices and payment

- 3.1 The seller's price lists applicable on the day of the order apply and, for the rest, the contractually agreed prices. The prices apply for the agreed scope of service and delivery. Additional services, change services or special services will be separately invoiced. The prices apply in EUROS ex works, plus packaging and shipping costs and the respective legally-prescribed sales tax; for export deliveries plus customs and fees and other public charges.
- 3.2 If there are more than four months between the conclusion of the contract and delivery, without the seller being responsible for the delay in delivery, the seller is entitled to appropriately increase the purchase price taking into account any of its own cost increases that have occurred. This also applies to the ordering and holding of delivery objects on call. If the purchase price increases by more than 20%, the purchaser is entitled to withdraw from the contract.
- 3.3 The type of shipping and packaging shall be at the obligatory discretion of the seller. The costs for packaging and shipping will be paid for by the seller and invoiced separately to the client after they have actually been incurred. Packaging material will only be taken back if this is mandatory based on legal regulations. International deliveries are made ex works (EXW) unless agreed otherwise.
- 3.4 Invoice amounts are due within 30 days without any deduction. If payment is made immediately within 14 days of the invoicing, a discount of 2% is granted. The date on which the seller receives payment is decisive.



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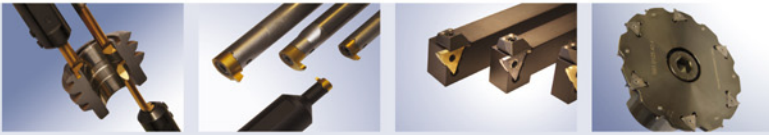
- 3.5 Interest on arrears will be charged at eight percentage points p.a. above the respective base interest rate; the right to assert a higher claim for damages is not affected by this.
- 3.6 The seller is entitled to supply deliveries and services only after receiving full advance payment or a security when dealing with a customer for the first time, when a delivery abroad has been agreed or when it is aware of circumstances that would seem to significantly reduce the customer's creditworthiness. If the advance payment or security is not provided after a reasonable deadline is set, the seller is entitled to withdraw from the contract.
- 3.7 The customer is only entitled to perform offsetting or to assert rights of retention when its counterclaims have been legally established or recognised by us in writing.

4. Delivery

- 4.1 Deadlines and times for deliveries and services set by the seller apply only approximately, unless a firm deadline or firm date has been expressly agreed in writing. Agreed delivery times and dates apply exclusively to the time of the transfer of risk.
- 4.2 The seller can request the customer to extend the delivery and service deadlines or offset the delivery and service dates by the period in which the customer fails to fulfil its (collateral) contractual obligations to the seller. Changes to the delivered goods caused by the seller also lead to a reasonable extension of the delivery time.
- 4.3 An agreed or promised delivery time is subject to the seller's own deliveries being correct and on time.
- 4.4 In the case of force majeure or other unforeseeable, exceptional circumstances for which the seller is not responsible (e.g. operational disruption, strike, lock-out, official intervention, energy supply difficulties and delays in the delivery of essential raw materials or construction materials) the delivery and service period is extended by the duration of the disruption and a reasonable ramp-up time.
- 4.5 Risk is transferred to the customer when the delivery object is handed over to the shipper or carrier, at the latest however when the delivery object leaves the seller's factory or one of its delivery warehouses. If the dispatch or handover is delayed due to a circumstance caused by the customer, risk is transferred to the customer from the day on which the delivery object is ready for dispatch and the seller has indicated this to the customer.
- 4.6 If, in individual cases, an acceptance must take place, the delivery object is considered accepted once the delivery is complete, the customer has been asked to perform acceptance with reference to this assumed acceptance and 12 working days have elapsed since the time of delivery.
- 4.7 Sending back goods that have no fault or whose fault has not been complained about in a timely fashion is only possible after prior written agreement, specially produced goods not being taken back in principle. We are entitled not to accept returns that have been sent back freight collect.
- 4.8 For returns of stock goods 30% of the sales price will be charged - at least 100€ however - for restocking.

5. Guarantee

- 5.1 The guarantee period is one year from the transfer of risk or, to the extent that acceptance is required, from the acceptance.
- 5.2 In mutual commercial transactions the customer must inspect the goods for faults immediately after delivery and complain about these within one week, calculated from the time of delivery or, if the faults are hidden, from the time of discovery. If the customer does not file notice in this way, the goods are considered to have been approved. For the rest, § 377 of the HGB [Commercial Code] applies. At the seller's request, the delivery object is to be sent back to the seller with insurance.
- 5.3 If there is a fault in the delivery object, one whose cause was already present at the time risk was transferred, the customer, according to its own discretion, has a claim to supplementary performance through rectification of the fault or delivery of a new, fault-free object.
- 5.4 If the rectification fails at least twice, the customer, according to its own discretion, is entitled to withdraw from the contract or request a corresponding reduction in the purchase price (discount); damages may only be requested according to the standard of clause 6 below.
- 5.5 The guarantee expires,
- if, without the consent of the seller, the customer modifies the delivery object or allows it to be changed by third parties and in this way causes the fault rectification to become impossible or unreasonable. In every case the customer must bear the additional fault rectification costs caused by the change.
 - to the extent that a fault in the delivery object is due to improper operation, incorrect maintenance or natural wear.
- 5.6 Fault claims expire 12 months after the transfer of risk, unless longer mandatory deadlines are prescribed by law. The seller shall be liable for spare parts deliveries and rectifications until the expiry of the applicable limitation period for the original delivery object.



Claims for reimbursement of damages and expenses

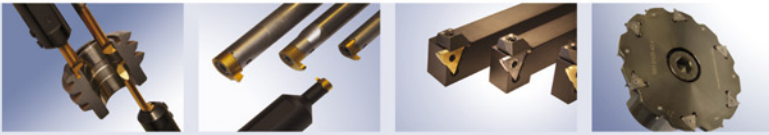
- 6.1 With the proviso of clause 6.2 above, customer claims, on whatever grounds, for reimbursement of damages or expenses are excluded, this applying especially to claims for damages due to culpa in contrahendo, delay in performance, initiation of a contract or similar business contacts, other infringements of obligations, as well as claims for reimbursement of material damages in accordance with § 823 BGB [Legal Code].
- 6.2 The restrictions on liability in accordance with clause 6.1 above do not apply
- insofar as the cause of damage is based on intent or gross negligence of the seller or its representatives or agents, the damages compensation for gross negligence being limited to contractually typical foreseeable damage,
 - when there is culpable infringement of essential contractual obligations, whose fulfilment is a precondition for proper implementation of the contract and on the fulfilment of which the customer may rely, in this case the claims for damages also being limited to the foreseeable, contractually typical damages at the time the contract was concluded,
 - in cases of compulsory liability based on the Product Liability Act, and for damages based on injury to life, limb and health,
 - to the extent that the material fault has been deceitfully concealed or, exceptionally, a quality or durability guarantee (§ 443 BGB) [Legal Code] has been offered in writing.
- 6.3 To the extent that the liability of the seller is excluded or limited, this also applies to the personal liability of its employees, staff, co-workers, representatives and fulfilment agents.
- 6.4 If the seller provides technical information or acts as a consultant and this information or advice does not form part of the contractually agreed scope of service, it is done free of charge and under the exclusion of liability of any kind.

7. Reservation of ownership

- 7.1 Until payment in full of all claims arising from the business connection between the seller and the customer, the delivered goods remain the property of the seller (reserved goods).
- 7.2 Reserved goods and goods that, in their place, are subject to the reservation of ownership are held by the customer free of charge on behalf of the seller.
- 7.3 The processing of reserved goods by the customer is always carried out for the seller. The processed goods are also considered reserved goods in the sense of clause 7.1. If processing, connection or amalgamation of the reserved goods with other objects that do not belong to the seller results in a new object, the seller acquires co-ownership in this in proportion to the value of the reserved goods (invoice amount including VAT.) in relation to the value of the newly created object.
- 7.4 The customer is entitled to resell the reserved goods in the ordinary course of business; however, already in advance, it assigns all claims against its customer arising from the resale to the seller to the amount of the gross invoice amount of the seller's claim for purposes of security. The seller revocably empowers the customer to collect the claims assigned to the seller on its own behalf.
- 7.5 If the customer acts in a way that is contrary to the contract - in particular through arrears in payment - the seller is entitled to take back the purchase object. Taking back the purchase object does not represent withdrawal from the contract. After taking back the purchase object, the seller is entitled to recycle it, the proceeds of the recycling being attributed to the liabilities of the customer minus reasonable recycling costs.
- 7.6 The customer is obligated to immediately inform the seller of an attachment of the reserved goods or the claims assigned in advance or their impairment by third parties, handing over the documents required for an intervention.
- 7.7 At the request of the customer, the seller undertakes to release the securities it is entitled to insofar as the realisable value of its securities exceeds the claims to be secured by more than 20%; the selection of the securities to be released shall be at the seller's discretion.

8. Other

- 8.1 Copies of the content of our price list or our catalogue, and other images or drawings requires our express prior consent.



9. Final provisions

- 9.1 The place of fulfilment for the delivery is the seller's delivery warehouse, otherwise its registered head office. The place of fulfilment for the payment is always our registered head office.
- 9.2 The place of jurisdiction is the seller's registered head office. However it is also entitled to file suit against the customer in another legal jurisdiction.
- 9.3 The law of the Federal Republic of Germany applies. If the customer does not have its subsidiary (Art. 10 CISG) in Germany, the unified UN purchasing law (CISG) applies on a supplementary basis to the contractual agreements and to the seller's general terms and conditions of sale, delivery and payment with a priority in relation to the other legal provisions of German law.
- 9.4 If the contract or these general terms and conditions of business contain loopholes, for the purpose of closing these loopholes legally effective provisions are considered agreed that the contractual partners would have agreed according to the business objective of the contract and the purpose of these general terms and conditions of business if they had known of the loophole.