

## 1. General, Scope of Application

- a) These General Conditions are in force for all of our business relations with our customers who are contractor in accordance with Art.14 of German Civil Law (BGB) or a corporate body under public law or a separate estate subject to public law.
- b) Legal relevant declarations shall be in writing.

## 2. Dispatch Purchase

The delivery shall be effected ex works Binzen. Passing of risks towards customer upon handing goods to carrier. Any loss and damages to be claimed with carrier directly which we shall notify upon request. We are entitled to effect part deliveries as well as variations in the range of +/- 10%.

## 3. Delivery Period

- a) The delivery period shall be agreed individually.
- b) In case of missing or delayed sub-supply we shall try to perform by equal cover business with prompt information to our customer. If neither we nor our suppliers are guilty for the non-delivery our obligation to perform stand void. Any investments already done into such delivery shall be refunded promptly.

## 4. Force Majeure

We are not liable for upsets due to force majeure i.e. external influences in non-relation to business operation which could not be expected in spite of utmost attention. Whenever such events impede the delivery or the performance and they are not of temporary status we are allowed to refrain from the contract.

## 5. Storage Charges

Any storage charges occurred after passed risk are for customers' account. The storage with vendor is amounting to 0,25% of invoice value for delivered stored goods per passed week subject to additional or less charges against proof.

## 6. Invoices

- a) By payment within 8 days as from date of invoice we accept 2% cash discount.
- b) Moulds shall be payable by a first 1/3 of agreed price in advance upon receipt of order, a second 1/3 after first sampling of moulds and a third 1/3 after final release of moulds by the customer, however settlement shall be within 6 calendar weeks past the delivery of the final pattern.
- c) Customers' right of counting up only applicable by legal proof or whenever there is no objection at our end.

- d) The right of retention by customer shall be solely within same contractual relationship.

## 7. Reservation of Title

- a) We shall retain ownership of the supply until receipt of full payment in accordance with the contract.
- b) The treatment or finishing of retained goods shall be effected for us as producer without our engagement. In fact of finishing or in relation to different merchandise we are in common ownership of the new product in comparison with the amount of our invoice to the different materials.
- c) The retained goods are not to be bonded nor to be assigned. The signatory shall transfer his demands for his re-sale of retained goods in advance and for safety to our end evidencing our share of ownership.
- d) If we are concerned about non-settlement of our founded titles the signatory has to enable the return of the retained goods upon our request or he has to inform his clients about such assignment, referring documents have to be handed to us. The return of the retained goods does not mean the withdrawal from the contract.
- e) Any actions by third parties towards the retained goods shall brought to our attention directly.
- f) If the value of securities exceeds our demands by more than 10% we shall release securities inasmuch at our choice upon signatory's request.

## 8. Claim of defects by customer

- a) The place of execution for supplementary performance shall be the place of our business.
- b) Any duties in respect of testing and supplementary performance such as transport- process- labour- and material charges ( excl. charges for re-install and install ) in case of actual defects shall be for our account. Whenever customers' demand for dispatch of claim is unfounded we may request the refund of charges caused herefrom. If the buyer is contractor, only the product description of the producer about goods' character shall count as agreed. Public statements, public targeting or public advertising by the producer do not mark a contractual description of goods' character.

## 9. Other liability

In case of grossly negligent violations to contractual due diligence our liability shall be limited to the average damage, foreseeable in the way of the performance and typical for the contract. Also valid in case of negligent violations to contractual due diligence by our legal agents or assistants. If we blamed for intention or gross negligence the liability limitation stand void. Also the liability limitation is not in force whenever claims are lodged due to missing warranted characteristics. Towards contractor we are not responsible for negligent violations of minor contractual obligations. This stand

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void, if we are to blame for intention or gross negligence. Minor obligations are those which are not necessary for our contractual obligations to produce in due time and free of defects.

Above liability limitations do not concern customer claims about product liability. Furthermore the stated liability limitations do not reflect claims, which blame us, like body and health damages or loss of the life of the customer caused by a negligent or intended breach of duty by Messrs. Munz AG or one of its` legal agents or assistants.

Customers` claims for damages about a defect shall lapse one year after the delivery of the goods or after acceptance of the performance. This shall not be in force whenever we are to blame for gross default as well as in matters which blame us, like body and health damages or the loss of the life of the customer.

#### **10 Limitation Period**

The period of warranty for contractor shall be one year after the delivery of the goods or after acceptance of the performance. The limitation for used material shall be one year after the delivery of the goods.

#### **11. Place of Execution, Applicable Law and Place of Jurisdiction**

- a) The place of execution for delivery and payment shall be Binzen.
- b) The place of jurisdiction for both parties shall be the competent court of our place of business whenever the signatories are merchants, corporate bodies under public law or separate estates subject to public law.
- c) The law of the Federal Republic of Germany shall apply. The United Nations Convention on the International Sale of Goods ( UNCITRAL ) shall not apply.

#### **12. Original Text**

The General Conditions of Messrs. Munz AG have been drawn up in German and English and may also be translated into other languages. The **German version** shall be deemed **to be the binding text**.