

I. SCOPE OF VALIDITY

These Standard Terms and Conditions of Delivery represent Standard Terms and Conditions of Business within the meaning of §§ 305 et seq. BGB [Bürgerliches Gesetzbuch – German Civil Code] and are hereinafter referred to as the „STCBs“. They apply for the entire business relationship between the customer (hereinafter the „Recipient“) and BRUCK GmbH & Co. KG (hereinafter the „Supplier“).

II. GENERAL PROVISIONS

1. The mutual written declarations of the parties shall define the scope of the deliveries or services (hereinafter the „Deliveries“). Standard terms and conditions of business of the Recipient shall, however, only apply in so far as the Supplier has expressly consented to the same in writing. These STCBs shall also apply for all future businesses transactions between the parties.
2. The Supplier reserves its proprietary rights of exploitation and copyrights in all quotations, drawings and other documents (hereinafter the „Documents“) without restriction. The Documents may only be made accessible to third parties following the prior consent of the Supplier and are, if the order is not placed with the Supplier, to be returned to the latter without delay upon demand. Sentences 1 and 2 apply correspondingly for documents of the Recipient; these may, however, be made accessible to any third parties to whom the Supplier has permissibly delegated any Deliveries.
3. The Recipient shall have the non-exclusive right of use of standard software with the agreed performance features in unchanged form on the agreed equipment. The Recipient may not prepare any back-up copy without express agreement.
4. The declarations and lighting designs provided by the Supplier are, as a basic principle, made on a non-binding basis and without obligation. Any binding effect is excluded within the meaning of the last half sentence § 145 BGB [Bürgerliches Gesetzbuch – German Civil Code]. An invitation is thereby issued to the Recipient to submit a binding offer.
5. Part deliveries are admissible in so far as this is conscionable for the Recipient. Fixed date transactions within the meaning of § 376 HGB [Handelsgesetzbuch – German Commercial Code] require the express written confirmation of the Supplier.
6. The provisions of the Gesetz zur Neuordnung der Sicherheit von technischen Arbeitsmitteln und Verbraucherprodukten (GPSG) [Act concerning the Reform of the Safety of Technical Work Facilities and Consumer Products of 6 January 2004] remain unaffected by these STCBs to the extent that they represent mandatory legal provisions which contradict these STCBs. The same applies for all other mandatory legal provisions.
7. Deliveries are in all cases subject to the Supplier having received correct and punctual delivery itself.

III. PRICES AND TERMS AND CONDITIONS OF PAYMENT

1. The prices are quoted ex works, exclusive of packaging and without the statutory value added tax, which is to be added at the respectively applicable rate. The valid prices are those set out in the current price list of the Supplier. All prices are quoted in EURO.
2. The Supplier shall make a separate charge for the packaging materials necessary for the transport of the Deliveries; the costs of this packaging will be added to the price for the principal contractual performance. Where the Supplier has undertaken to carry out the installation or assembly, and nothing has been agreed to the contrary, the Recipient shall, in addition to the agreed remuneration, bear all necessary ancillary costs such as travel costs, costs for the transport of the tools and of personal luggage and per diem expenses.
3. Payments are to be made free of charges to the financial institution of the Supplier. The Supplier reserves the right to make price adjustments within the course of any year for the sale of products which are subject to strong price fluctuations in the respective raw material markets. The price of the Delivery may increase where the Delivery takes place more than 4 months following the conclusion of the contract and has been caused through increases in costs or wages within the sphere of the Supplier.
4. Payment of the purchase price shall be due in the full amount upon delivery. The Recipient shall fall into default without any further declarations being required from the Supplier where it fails to make payment within 14 days following the due date. Should the Recipient fail to meet the payment period, the Supplier shall be entitled to withdraw condition ratings. The Recipient shall not be entitled to any right of withholding on grounds of the existence of any defects where the exercise of any such right would be disproportionate to the defects present and the likely costs of the necessary rectification of the same. The statutory provisions governing default interest remain unaffected. The right of the Supplier to claim damages above the statutory rate of default interest remains unaffected, subject to its producing proof of such damage. The Recipient shall be at liberty to prove that the respective damage did not arise.
5. The Recipient may only set off its own demands against such claims as are undisputed or have been judicially decided and are final and legally binding.
6. The Recipient may, at its own expense, take out transport insurance with the Supplier. The insurance shall be charged separately by the Supplier at 1.5 % of the net value of the goods, but at least 1.00 € per invoice. The transport insurance relates to the risk of breakage.
7. The Supplier shall be entitled to a right of rescission where the Recipient has provided false details concerning its credit-worthiness. The same applies in the case of the objective lack of credit-worthiness where the claim of the Supplier to payment is jeopardised. Where claims of the Supplier are jeopardised, the latter may, in place of rescinding the contract, demand advance payments or

the provision of security in a reasonable amount. Where performance has been agreed other than through payment in cash, cash payment may be demanded. Any claims to damages above and beyond the foregoing remain unaffected hereby.

8. Should the Supplier claim damages from the Recipient on account of non-performance - for example in the case of partial or complete cancellation of the Delivery -, the damages shall amount to 20 % of the net value of the goods. The Recipient shall be at liberty to prove that no damage arose at all or arose in a significantly lower amount than the flat rate sum agreed above. The Supplier shall not be precluded from claiming a higher sum in damages provided it provides specific proof that it has suffered such higher sum of damage.

IV. SIMPLE AND EXTENDED RESERVATION OF TITLE

1. The items of the Deliveries (reserved goods) shall remain the property of the Supplier up until settlement of all claims to which it is entitled against the Recipient from their business relationship. In so far as the value of all the rights of security to which the Supplier is entitled exceeds the sum of all the claims secured by more than 20 %, the Supplier shall, at the request of the Recipient, release a corresponding part of the rights of security.
2. During the existence of the reservation of title, the Recipient is forbidden to pledge or assign the reserved goods by way of security, and is only permitted to re-sell the same to retailers in the normal course of business and only subject to the condition that the retailer receives payment from its customer or imposes the reservation that title only passes to the customer once the latter has fulfilled his payment obligations.
3. a) Where the Recipient re-sells reserved goods, it assigns his future claims against its customers arising from the re-sale, together with all ancillary rights - including any balance claims on current accounts - to the Supplier already now by way of security, without any further special declarations being necessary at a later point in time. Should the reserved goods be re-sold together with other items without any individual price having been agreed for the reserved goods, the Recipient assigns to the Supplier, with priority before the remainder of the claim, such part of the total claim for the price as corresponds to the price of the reserved goods invoiced by the Recipient to its own customer.
b) Where the Supplier demonstrates a legitimate interest, the Recipient shall provide the Supplier with the information necessary in order for it to assert its rights against the customer, and shall hand over the necessary documents to the Supplier.
c) Up until revocation of such right, the Recipient shall be authorised to collect the assigned receivables arising from the re-sale. Where a cogent reason exists, in particular in the case of default in payment, discontinuance of payments, the opening of insolvency proceedings, protest of a bill of exchange, or where justified indications exist pointing to an over-indebtedness or impending insolvency of the Recipient, the Supplier shall be entitled to revoke the authority of the Recipient to collect the receivables. Following a previous corresponding threat and compliance with a reasonable period of

time, the Supplier may furthermore disclose the security assignment, realise the receivables assigned and also demand that the Recipient discloses to its customers the fact that the receivables have been assigned by way of security.

4. a) The Recipient shall be permitted to process the reserved goods or intermix or combine the same with other items. The processing, intermixing or combination (hereinafter „Processing“) is made on behalf of the Supplier. The Recipient shall keep the new object in safe custody on behalf of the Supplier with the care of a prudent businessman. The new object shall be deemed to be reserved goods.
b) In the case of Processing with other items not belonging to the Supplier, the Supplier shall be entitled to co-ownership of the new object in the ratio of the value of the processed, intermixed or combined (hereinafter „Processed“) reserved goods to the value of the remaining Processed goods at the point in time of the Processing. Where the Recipient acquires sole ownership of the new object, the Supplier and Recipient agree that the Recipient shall grant the Supplier co-ownership of the new object created through Processing in the ratio of the value of the Processed reserved goods to the remaining Processed goods at the point in time of the Processing.
c) Where the new object is sold, the Recipient hereby assigns its claim against its customer from the re-sale, together with all ancillary rights, to the Supplier by way of security, without any further declarations being required. However, the assignment shall only apply in an amount corresponding to the value of the Processed reserved goods invoiced by the Supplier. The share of the receivable assigned to the Supplier is to be satisfied in priority. Para. 3 c) shall apply accordingly in relation to the authority to collect receivables and the conditions upon which such authority may be revoked.
d) Should the Recipient combine the reserved goods with real estate or movable objects, it also assigns the claim to which it is entitled by way of remuneration for performing such combination to the Supplier, together with all ancillary rights, by way of security, in the ratio of the value of the combined reserved goods to the remainder of the combined goods as at the point in time of the combination; such assignment shall not require any further special declarations.
5. The Recipient shall notify the Supplier without delay in the event of any distraint, seizure or other legal dispositions or interventions by third parties.
6. In the event of any breaches of duty on the part of the Recipient, in particular in the case of default in payment, the Supplier shall, following the expiration of a reasonable period of grace set for the Recipient to make payment, be entitled to rescind the contract and to demand the return of the goods where the Recipient fails to make payment within the set period; the statutory provisions concerning the dispensability of setting a period of grace remain unaffected. The Recipient shall be obliged to surrender the respective goods.

V. DELIVERY PERIODS AND DEFAULT

1. A pre-requisite for compliance with delivery periods is the receipt in due time of all documents, necessary approvals and releases, in particular of plans, to be provided by the Recipient, and also compliance by the Recipient with the agreed terms and conditions for payment and other obligations. Should these pre-requisites not be fulfilled in due time, the delivery periods shall be extended appropriately; this shall not apply where the Supplier is responsible for the delay.
2. Where the non-compliance with the delivery periods is a result of force majeure, e.g. mobilisation, war, riot, or similar events such as e.g. strike or lockout, the delivery periods shall be extended appropriately.
3. Should the Supplier be in default in delivery, the Recipient may – in so far as it credibly demonstrates that it has thereby suffered damage – demand compensation for each complete week of delay in an amount of 0.5 %, however no more than 5 %, of the respective price for that part of the Deliveries which could not be taken into appropriate service on account of the default.
4. In all cases of delayed delivery, also following the expiration of any time limit set for the Supplier, any claims of the Recipient, either for damages on account of the delay in delivery or for damages in lieu of performance, which exceed the limits specified in para. 3 are excluded. This shall not apply where strict liability exists in cases of deliberate intent or gross negligence or on account of injury to life, limb or health. The Recipient may only rescind the contract within the scope of the statutory provisions where the Supplier is responsible for the delay in delivery. The foregoing provisions do not entail any change in the burden of proof to the detriment of the Recipient.
5. Upon the demand of the Supplier, the Recipient shall be obliged to state within a reasonable period whether it wishes to rescind the contract on account of the delay in delivery or whether it insists upon delivery.
6. Should shipment or delivery be delayed at the request of the Recipient by more than one month following notification of readiness for shipment, the Recipient may be charged a warehousing fee for each month or part of a month in an amount of 0.5 % of the price of the items of the Deliveries, subject, however to a maximum total of 5 %. The parties shall be at liberty to produce proof of any higher or lower warehousing costs.

VI. PASSING OF RISK

1. Even in case of carriage paid delivery, risk shall pass to the Recipient as follows: a) in the case of Deliveries without installation or assembly, when they are shipped. At the request and expense of the Recipient, Deliveries will be insured by the Supplier against the usual transport risks; b) in the case of Deliveries with installation or assembly, on the day of acceptance at the Recipient's own works or, where agreed, following a fault-free trial run.
2. Should the shipment, delivery, commencement, performance of the installation or assembly, acceptance in the Recipient's own works or the trial run be delayed for

reasons for which the Recipient is responsible, or should the Recipient be in default of acceptance for any other reasons, the risk shall pass to the Recipient.

VII. INSTALLATION AND ASSEMBLY

Unless agreed to the contrary in writing, the following provisions shall apply for the installation and assembly:

1. The Recipient shall be responsible for and provide the following matters at its own expense:
 - a) all excavation, construction and other ancillary works external to the branch, including the skilled and unskilled workers, building materials and tools required therefor,
 - b) the equipment and materials necessary for the assembly and commissioning, such as scaffolding, lifting gear and other facilities, fuels and lubricants,
 - c) energy and water at the point of use, including the connections, heating and lighting,
 - d) sufficiently large, suitable, dry and lockable rooms at the place of assembly for the storage of machine parts, apparatus, materials, tools etc., and suitable work and recreation rooms for the assembly personnel, including suitable sanitary facilities according to the circumstances; furthermore, the Recipient shall take such measures on the building site for the protection of the property of the Supplier and of the assembly personnel as it would take for the protection of its own property.
 - e) protective clothing and protective devices which are necessary due to the special circumstances at the place of assembly.
2. Prior to the commencement of the assembly works, the Recipient shall, without specific request, provide the necessary details concerning the position of concealed electricity lines, gas and water pipes or similar installations, as well as the necessary statics data.
3. Prior to the start of installation or assembly, all supplies and articles necessary for work to begin must be provided at the installation or assembly site, and all preliminary work must have progressed before commencement of the erection work to the point that the installation or assembly can begin as contractually agreed and executed without interruption. All access roads and the installation or assembly site must be levelled and cleared.
4. Should the installation, assembly or commissioning be delayed due to circumstances beyond the control of the Supplier, the Recipient shall bear the reasonable costs of waiting times and additional necessary journeys of the Supplier or the assembly personnel.
5. The Recipient shall promptly issue the Supplier with weekly certificates showing the working hours of the assembly personnel and also with a certificate of completion of the installation, assembly or commissioning.
6. Should the Supplier demand acceptance of the Delivery following completion, the Recipient shall carry out such acceptance within two weeks. Where this is not carried out, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place where

the Delivery – if applicable, following completion of an agreed test phase – has been taken into use.

VIII. ACCEPTANCE

The Recipient may not refuse acceptance of Deliveries on account of insignificant defects.

IX. MATERIAL DEFECTS

The Supplier shall be liable for material defects as follows:

1. The Supplier shall rectify, replace or re-supply all parts or Deliveries free of charge which – irrespective of the operating hours – exhibit a material defect within the limitation period where the cause of the same was already present at the point in time of the passing of risk.
2. Claims for material defects shall lapse after 12 months. This shall not apply where longer periods are prescribed by statute under the Bürgerliches Gesetzbuch - BGB [German Civil Code], §§ 438, para. 1, no. 2 (buildings and articles used for buildings), 479, para. 1, (recourse claims) and 634a, para. 1, no. 2 (building defects) and in cases of injury to life, limb or health, in the case of any deliberate or grossly negligent breach of duty on the part of the Supplier or in the case of fraudulent concealment of a defect. The statutory provisions governing the suspension, interruption and recommencement of the limitation periods remain unaffected hereby.
3. The Recipient shall notify the Supplier without delay of any material defects.
4. In the case of any complaints relating to defects, payments may be withheld by the Recipient in such scope as is proportionate to the material defects which have arisen. The Recipient may only withhold payments where no doubt exists as to the justification of the complaint made. Where the complaint proves to be unjustified, the Supplier shall be entitled to demand reimbursement from the Recipient of the expense it has thereby incurred.
5. The Supplier shall first be granted the opportunity to rectify the defect within a reasonable period.
6. Should the attempt at rectification prove unsuccessful, the Recipient may – without prejudice to any claims to damages in accordance with Art. XII – rescind the contract or reduce the price.
7. No claims for defects shall exist in the case of only an insignificant deviation from the agreed properties, in the case of only an insignificant impairment of the fitness for use, in the case of normal wear and tear or damage arising following the passing of risk due to incorrect or negligent handling, excessive workload, unsuitable operating materials, defective building works, unsuitable foundations or defects arising by reason of special external influences not contemplated under the contract, nor shall any claims exist in the case of non-reproducible software faults. Likewise, where changes or repair works have been improperly carried out by the Recipient or third parties, no claims for defects shall exist for these or the consequences thereof.

8. Claims of the Recipient for necessary expenses incurred for the purpose of rectification works, in particular transport, travel, labour and material costs, are excluded in so far as the expenses increase because the object of Delivery has subsequently been removed to a location other than the plant of the Recipient, unless the removal is in accordance with the intended purpose of use.

9. Recourse claims of the Recipient against the Supplier in accordance with § 478 BGB [Bürgerliches Gesetzbuch - German Civil Code] (recourse of a businessman) shall only exist to the extent that the Recipient has not made any agreements with its customer above and beyond the statutory claims for defects. Further, para. 8 shall apply correspondingly in determining the scope of the claim of the Recipient to recourse against the Supplier in accordance with § 478, para. 2, BGB.

10. In all other respects, Art. XII (Other claims for damages) shall apply for any claims for damages. Any further-reaching claims or claims other than those provided for in this Art. IX of the Recipient against the Supplier and its vicarious agents on account of a material defect are excluded.

X. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHTS; FLAWS IN LEGAL TITLE

1. Unless provided to the contrary, the Supplier shall only be obliged to make delivery free from industrial property rights and copyrights of third parties (hereinafter the „Proprietary Rights“) in the country of the place of delivery. Should any third party make legitimate claim against the Recipient on account of the infringement of Proprietary Rights by the Deliveries supplied by the Supplier and used in accordance with the terms of the contract, the Supplier shall be liable to the Recipient within the period specified in Art. VIII, para. 2 [Vermerk der Übersetzerin: Art. IX, para.2?] as follows:
 - a) The Supplier shall, at its option and at its own expense, obtain a right of use for the relevant Deliveries, change the same in such manner that the Proprietary Right is not infringed, or exchange them. If the Supplier is unable to do so upon reasonable conditions, the Recipient shall be entitled to the statutory rights of rescission or reduction in price.
 - b) The duty of the Supplier to pay damages is laid down in Art. XII.
 - c) The foregoing obligations of the Supplier shall only apply in so far as the Recipient notifies the Supplier in writing without delay of the claims asserted by the third party, does not make any acknowledgment of an infringement, and in so far as all measures to defend such claims and the conduct of any settlement negotiations remain reserved to the Supplier. Should the Recipient discontinue the use of the Delivery in order to minimise the damage or on any other important grounds, it shall be obliged to draw the attention of the third party to the fact that the discontinuance of use does not constitute any acknowledgment of an infringement of a Proprietary Right.
2. Claims of the Recipient are precluded where it is itself responsible for the infringement of the Proprietary Right.
3. Claims of the Recipient are further precluded where the in-

fringement of the Proprietary Right was caused as a result of special stipulations of the Recipient, caused through any use not foreseeable by the Supplier or through the Delivery having been changed by the Recipient or used together with products not delivered by the Supplier.

4. In the case of any infringements of Proprietary Rights, the provisions of Art. IX paras. 4, 5 and 9, shall also apply correspondingly for the claims of the Recipient specified in para. 1 a).
5. Should any other flaws in legal title exist, the provisions of Art. IX shall apply correspondingly.
6. Any further-reaching claims or claims other than those regulated in this Art. X of the Recipient against the Supplier and its vicarious agents on account of a flaw in legal title are precluded.

XI. IMPOSSIBILITY; ADAPTATION OF THE CONTRACT

1. Should Delivery prove to be impossible, the Recipient shall be entitled to demand damages except in cases where the Supplier is not responsible for the impossibility. However, the claim of the Recipient to damages shall be limited to 10 % of the value of that part of the Delivery which cannot be taken into appropriate service on account of the impossibility. This limitation shall not apply where strict liability exists in cases of deliberate intent, gross negligence or on account of injury to life, limb or health; this does not entail any change to the burden of proof to the detriment of the Recipient. The right of the Recipient to rescind the contract remains unaffected hereby.
2. Where unforeseeable occurrences within the meaning of Art. V, para. 2 significantly change the economic importance or content of the Delivery, or significantly impinge upon the operations of the Supplier, the contract is to be adapted appropriately in good faith. Where this is not economically feasible, the Supplier shall have the right to rescind the contract. Should it wish to exercise this right of rescission, it shall inform the Recipient hereof without delay as soon as it recognises the implications of the occurrence, even where an extension of the delivery period was initially agreed with the Recipient.
3. The Supplier may also credit returned goods to the Recipient as a gesture of goodwill where the Recipient has no legal right to rescind the contract. This shall require the prior written agreement of the Supplier. The goods shall be returned at the sole expense of the Recipient. This only applies to such Deliveries as are listed in the valid catalogue, are still in their original packaging, are free from defects and still unopened. Project-specific and custom-made orders will not be taken back. A credit note will be issued subject to deduction of a handling charge of 20 % of the net value of the goods, at least, however, 25.00 €. In the case of goods already opened and in all other cases, the handling charge will amount to 30 % of the net value of the goods, at least, however, 35.00 €. The Supplier may charge higher expenses subject to providing proof of the same.

XII. OTHER CLAIMS FOR DAMAGES

1. Other claims of the Recipient for damages and reimbursement of expenditure incurred, irrespective on which legal ground, in particular on account of breach of duties arising from the contractual relationship or in tort, are excluded.
2. This shall not apply in cases of strict liability e.g. under the Produkthaftungsgesetz [Product Liability Act], in cases of deliberate intent, gross negligence, injury to life, limb or health, or on account of breach of fundamental contractual duties. However, any claim for damages for breach of fundamental contractual duties shall be restricted to the foreseeable damage typical for this type of contract, except where liability exists on account of deliberate intent or gross negligence or on account of injury to life, limb or health. The foregoing provisions shall not entail any change of the burden of proof to the detriment of the Recipient.
3. Where the Recipient is entitled to claims for damages under this Art. XII, these shall lapse by limitation at the expiration of the limitation period applicable for claims for material defects in accordance with Art. IX, para. 2. In the case of claims for damages under the Product Liability Act, the statutory rules on limitation shall apply.

XIII. DISPOSAL OF PACKAGING MATERIALS

The Supplier will not take back any packaging materials. The Supplier has delegated its duties under the Verordnung über die Vermeidung und Verwertung von Verpackungsabfällen [Ordinance on the Avoidance and Recycling of Packaging Waste] to the company INTERSEROH within the scope of a framework agreement. Upon request, the Supplier will provide the Recipient with details of local points to which packaging materials may be returned.

XIV. COURT VENUE AND APPLICABLE LAW

1. Where the Recipient is a businessman, the sole court venue for all disputes arising directly or indirectly from the contractual relationship shall be the place of the registered office of the Supplier. The Supplier shall, however, also be entitled to sue at the place of the registered office of the Recipient.
2. For the legal relationships in connection with this contract, German substantive law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

XV. WRITTEN FORM

No verbal agreements relating to this contract have been made. Any amendments and/or supplements to this contract must be made in writing. Any amendments or supplements shall be made by the management of the Supplier. Any verbal agreements made by other persons who are not specifically authorised by the Supplier to do so shall only be effective if they are confirmed in writing by the management of the Supplier.

XVI. SAVING CLAUSE

The legal invalidity of any provision shall not affect the legal validity of the other parts of the contract. The parties undertake to replace any invalid provision with a valid arrangement which most closely corresponds to the same in its economic result and which best reflects the purpose of the contract.