

General Terms and Conditions:

I. Scope:

- (1) The user of these General Terms and Conditions is Achterberg GmbH, Auf dem Stemmingholt 24, D-46499 Hamminkeln-Brünen.
- (2) These General Terms and Conditions shall apply to all our offers, cost estimates, deliveries and services.
- (3) Terms and conditions of trade and terms and conditions of purchase of our customers (purchasers) which are contrary to our General Terms and Conditions shall not apply and are not accepted even if we do not expressly object to them.
- (4) There are no verbal side agreements.

II. General provisions:

- (1) We reserve ownership, copyright and exploitation rights of cost estimates, drawings and other documents (hereinafter referred to as: documents) without restrictions. Documents may be made available to third parties upon our prior consent only and must be returned to us promptly at our request if the order is not placed with us. Sentence 1 and 2 shall apply correspondingly to documents submitted by the customer but these may be made available to such third parties to whom we have permissibly assigned deliveries.
- (2) Samples shall be supplied at a charge only.
- (3) The customer has the non-exclusive right to use the standard software with the agreed-upon performance characteristics in unmodified form on the agreed-on devices. The customer may make a backup copy without an express agreement.

III. Prices and payment terms:

- (1) Prices are ex works including any product packaging, excluding transport packaging and transport insurance plus value-added tax (currently 19 %).
- (2) If we have undertaken to carry out setup or assembly and unless otherwise agreed, the customer shall pay all necessary additional costs such as travel expenses, the costs of transporting the tools and the personal baggage as well as accommodation allowances, in addition to the agreed payment.
- (3) Payments must be made to our payments office at no expense to us.
- (4) The customer shall have rights of set-off only with undisputed counterclaims or with counterclaims that have been declared final by a court of law. The customer shall not be entitled to enforce retention rights against our payment claims unless they originate from the same contractual relationship.
- (5) If the customer commits a breach of duty, in particular default in payment, we shall be entitled to withdraw from the contract after a reasonable deadline set for the customer to comply has expired unsuccessfully. The statutory rules on the dispensability of setting a deadline remain unaffected. The customer is obligated to surrender delivery items.

IV. Reservation of ownership:

(1) We reserve ownership of the objects of the deliveries which are our property (goods subject to reservation of ownership) until fulfilment of all claims arising from the business relationship we are entitled to against the customer. If the value of all hedging rights we are entitled to exceeds the amount of all hedged claims by more than 20 %, we shall release a corresponding portion of the collateral at the customer's request.

(2) The customer is prohibited from pledging or assignment as security while the reservation of ownership remains in force.

(3) The customer is entitled to resell the goods subject to reservation of ownership in the ordinary course of business. However, the customer hereby already assigns to us all claims including all ancillary rights which accrue to him as a result of the resale. The customer remains authorised to collect these claims even after the assignment. Our right to collect the claim ourselves remains unaffected. We undertake not to collect the claims as long as the customer properly meets its payment obligations. We may demand that the customer informs us of the assigned claims and their debtors within a period of two weeks, furnishes all the information required for collection, hands over the relevant documents, and notifies the debtors of the assignment. If the goods subject to reservation of ownership are resold with other goods that do not belong to us, the customer's claim against the buyer shall be deemed assigned in the amount of the contract price agreed-on between the customer and us.

(4) In case of attachments, confiscations or other dispositions or interferences by third parties, the customer must inform us promptly in writing.

V. Delivery and delay:

(1) Our stated delivery time shall not commence until we have received all documents and all necessary permits and releases, in particular of plans, to be supplied by the customer. The delivery time is extended in case of late payment on the part of the customer by the duration of the delay.

(2) Force majeure, e.g. war, riot, mobilisation or similar events such as e.g. industrial action or lockout which prevent us from delivery within the prescribed time limit through no fault of our own shall lead to an interruption of the delivery period. The interruption of the delivery period shall continue for the duration of the event, but for no more than 4 weeks.

(3) The customer may withdraw from the contract within the scope of legal provisions only if we are responsible for the delay in delivery. A change in the burden of proof to the detriment of the customer is not associated with the above provision.

(4) The customer shall declare, at our request, within a reasonable period of time whether he withdraws from the contract due to the delay in delivery or whether he insists on delivery.

(5) If shipping or delivery is delayed by more than one month after notice of readiness for dispatch was given at the customer's request, we are entitled to charge the customer storage charges for each month, or part thereof, in the amount of 0.5 % of the cost of delivery, but no more than 5 %. Each contracting party shall remain free to prove higher or lower storage charges.

VI. Transfer of risk:

Risk shall pass to the customer as follows even for carriage-paid delivery:

(1) for deliveries without setup or assembly if they were shipped or picked up. Shipments shall be insured by us against the usual transportation risks at the request and at the expense of the customer.

(2) for deliveries with setup or assembly on the day of acceptance to the customer's own operation or, if agreed upon, after flawless test operation.

VII. Setup and installation:

The following provisions shall apply to setup and installation, unless otherwise agreed in writing:

(1) The customer shall undertake and supply the following at his expense and in a timely manner:

- a) all earthworks, construction work and other supporting work outside the scope of the supplier including the necessary professional and supporting staff, building materials and tools,
- b) the utensils and materials required for assembly and commissioning, such as scaffolding, lifting gear and other appliances, fuels and lubricants,
- c) power and water at the point of use including connections, heating and lighting,
- d) sufficiently large, suitable, dry and lockable rooms at the assembly site for storing the machine parts, apparatuses, materials, tools etc., and suitable workshops and staff rooms for the installation team, including sanitary facilities appropriate to the circumstances; apart from that, the customer shall take such measures to protect our property and to protect the installation team on the construction site as he would take to protect his own property,
- e) protective clothing and safety devices as required due to special circumstances on the installation site.

(2) Before the commencement of the installation work, the customer shall make the necessary information on the location of covered power cables, gas lines, water pipes or similar facilities, as well as the necessary static information, available of his own accord.

(3) Before the commencement of setup or installation, the customer-furnished provisions and materials which are required for starting the work must be located at the setup or installation site, and all preliminary work must have progressed before setup is started to the stage where setup or installation can be started as agreed upon and carried out without interruption. Access roads and the setup or installation place must be levelled and cleared.

(4) If the customer violates the duties specified in Article VII paragraphs 1 to 3 for reasons of his own making and if, as a result, setup, installation or commissioning of the delivery is delayed by more than 3 weeks, the customer shall pay a contractual penalty to us in the amount of 1.25 % - up to a maximum of 10 % - of the total contract value for each week, or part thereof.

(5) The customer shall promptly certify to us the time worked by the installation staff each week as well as the completion of setup, installation or commissioning.

(6) The shipment must be accepted at our request within two weeks of completion. If this is not done, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place if the shipment – possibly after completion of an agreed testing phase – is used.

(7) The customer may not refuse acceptance for insignificant defects.

VIII. Liability of the supplier / rights of the buyer in case of defects:

(1) The customer shall inspect the goods delivered promptly on delivery. The customer must give notice of obvious defects to us within two weeks. If defects are not discovered until later, they must be reported to us within two weeks after they were found. The time limit for giving notice of defects shall be met if the customer mails the notice of defects within that period. If the customer refrains from submitting the notice of defects or if the customer fails to report a defect on time, the delivery shall be deemed approved.

(2) If a defect exists, we must first be granted the opportunity to take subsequent remedial measures. We are entitled to choose between remedying the defect and delivering a defect-free item.

(3) Claims of the customer for damages caused by delay in delivery or claims for compensation in lieu of performance shall be excluded in all cases, even after the expiry of a grace period granted to us for delivery, subject to the exceptions specified in paragraphs 4 and 5.

(4) The liability of the supplier is limited to damages caused by intentional or grossly negligent conduct, with the exception of damages resulting from injury to life, body or health as well as damage caused by a breach of material contractual duties, the fulfilment of which makes the proper performance of contract possible in the first place and the fulfilment of which the party to the contract may routinely rely on (cardinal duties). Any further liability under the German Product Liability Act shall remain unaffected.

(5) With the exception of damages resulting from injury to life, body or health, in cases of intentional or grossly negligent conduct, as well as in case of damage caused by a breach of material contractual duties, the fulfilment of which makes the proper performance of contract possible in the first place and the fulfilment of which the party to the contract may routinely rely on (cardinal duties), the liability of the supplier shall be limited to the damage typically foreseeable at the signing of the contract. This shall also apply to indirect consequential damage.

(6) The limitation period for claims based on defects expires within one year, except where the law pursuant to Sections 438 Para. 1 no. 2 (buildings and items used for buildings), 479 (right to recourse) and 634a Para. 1 no. 2 (construction defects) of the German Civil Code [BGB] stipulates longer time periods, as well as in case of damages resulting from injury to life, body or health, and in cases of intentional or grossly negligent conduct. The statute of limitations shall not commence again if a different, flawless item is delivered as a subsequent remedial measure.

IX. Industrial property rights and copyrights:

(1) Unless otherwise agreed, we are obligated to carry out the delivery only in the country of the place of delivery and free from industrial property rights and third party copyrights (hereinafter: property rights). If a third party asserts claims against the customer arising from an infringement of property rights by supplies provided by us and used in accordance with the contract within the time limit specified in Article VIII paragraph 6, the following shall apply:

a) The customer shall notify us promptly of the claims asserted by the third party and any deadlines set, where applicable.

b) The customer shall leave the decision on all defensive measures and settlement actions to us. The customer shall, on his own initiative, provide us with all necessary information and make the necessary documents and records available.

c) The customer may not recognise the claims asserted by the third party without our express instruction. We shall inform the customer within a time limit set, where applicable, otherwise within one week, whether and to which extent the claims asserted by the third party are recognised or challenged.

d) The customer shall engage a solicitor's office of our choice to attend to its interests at our expense as well as to conduct any court proceedings. The customer shall be free to engage a solicitor's office of his choice at the customer's expense.

(2) If the claims asserted by the third party are justified, our liability as well as the rights of the customer shall be determined by the provisions under Article VIII.

(3) Claims by the customer are excluded if the customer is responsible for the infringement of property rights or if the customer has violated the duties specified in Article IX paragraph 1 letters a) to d).

(4) Claims by the customer shall furthermore be excluded if and when the infringement of property rights was caused by special requirements stipulated by the customer, by use which could not be foreseen by us, or by the fact that the shipped goods are modified by the customer or used in combination with other products not supplied by us. Even in this respect, further liability under the Product Liability Act shall remain unaffected.

X. Place of jurisdiction and applicable law:

(1) If the customer is a merchant, a legal entity under public law or a public sector fund, our place of business shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship. The same applies if the customer does not have a general place of jurisdiction in the Federal Republic of Germany, or if the customer has transferred his residence or his habitual abode abroad after the contract was signed, or if the customer's place of residence or habitual abode is unknown at the time the suit is filed.

(2) The law of the Federal Republic of Germany shall apply. The application of the uniform laws on purchase in the Hague Convention on the sale of goods law (UN Convention on Contracts for the International Sale of Goods) is excluded.

XI. Invalid provisions:

Should one or several provisions of these general terms and conditions be invalid, the validity of the contract as a whole shall remain unaffected. The invalid provision shall be replaced by the relevant legal provision.