



GENERAL TERMS AND CONDITIONS OF DELIVERY

1. Our delivery conditions are all based on the following General Terms and Conditions unless otherwise agreed upon with the customer and expressly stated in writing. We are in no obligation to our customer's purchasing terms, even if we have not specifically objected to them and even if our customer has not specifically accepted our General Terms and Conditions of sales. All offers are generally subject to change regarding price, amount, delivery time, and availability. The delivery is subject to prior sales. All technical information, verbally or written – are approximate and are absolutely non-binding for us.

Orders are considered binding as soon as our order confirmation has been issued.

2. The delivery times given are only approximate. Their extension applies accordingly if the customer does not meet his obligations, or if any unforeseen, through no one's fault, or extraordinary events occur to us, or at the factory, or at the company of our supplier or at our forwarding agent.

3. Claims for damages – also any consequential losses – as well as any contractual penalties due to failure to perform are excluded. If we offer any machine or plant and provide the location to an interested party, the recipient of the offer and details pledges not to provide any of the information to a third party (person or company) and will not buy the offered equipment through anyone other than us, the seller. He also pledges to exclusively negotiate any price matters and business concluding talks with us, the seller, and not with any third party. Otherwise the offer and information recipient has to fully reimburse the lost profit, which is the difference of our buying price to the offered price plus any additional expenses incurred. The buyer is expressly obliged to hold any commercial discussions and especially price negotiations only with us and not with the supplier for the machines or plants. The buyer also pledges not to discuss any other machines which may be for sale now or at a later time, other than the present object of sale, unless it is discussed with us, the seller. Any force majeure or unforeseen, and without anyone's fault, delivery obstacle (especially strike actions, fire, natural disaster, etc.) allows us, the seller to suspend, to quantitatively reduce, to divide the delivery, or even to withdraw from the order.

4. The ordering party has to immediately examine our delivery after receipt regarding the quantity and condition of the consignment. If the shipment is by mail, rail, air carrier or forwarding agent and there is transportation damage, the customer is obliged to arrange for an expert evaluation and to report the claim in writing to the freight carrier, immediately if the damage is obvious, and within 7 days if it is hidden damage. Such damages have no influence on the maturity of our invoice and are no reason for a reduction of the payment.

5. We sell used machines, plants, accessories and aggregates as offered and in their then condition. Accessories will only be included as available and as specifically agreed upon. Used machines and plants are considered approved of and taken over after the inspection is over, leaving of the premises (foundation) pick-up or loading, excluding any liability of defects or liability of damages. The buyer has the right to inspect and test the goods prior to concluding the contract. If he fails to exercise this right partially or completely, for whatever reasons, the conditions of the goods are considered accepted unseen.

6. Defects and quality complaints will only be considered if they are filed within 10 days after receipt of the delivery, in writing stating all the exact details. In the event of a rightful complaint the seller is free to recondition the defect parts or issue a credit voucher. Any other warranty claims, such as redhibiting the contract, or abatement of the price, or claiming damages are specifically excluded also for any subsequent damages as well as any liquidated damages.

7. Minor commercial quantity deviations up or down do not require the approval of the customer.

8. At non compliance to the due dates of our invoices, it is agreed the interest rate charged will be 3 % above the respective base rate of the Deutsche Bundesbank (German Federal Bank), but at least 5 %, without the need of a notice of default.

9. A draft will only be accepted after prior agreement and only for the payment as well as subject to the possibility to discounting. If the payment is made through drafts, the customer has to bear the costs of discounting and pulling the draft

10. If doubts regarding the solvency of the client arises after the conclusion of a sales contract, we have the right to demand advance payment or securities accordingly, or to withdraw from the contract altogether. Prior to the settlement of a due amount, we are not obliged to dispatch any delivery. The buyer has no right to withhold payments due to warranty claims or any other counter-claims which have not been accepted by us. All delivered goods remain property of the supplier until all financial obligations from this order have been settled by the buyer (reserved goods). Any sale or processing of the reserved goods by the ordering party is only permissible within the regular course of business. When the reserved goods are combined or processed, the legal provisions apply. § 947 Abs. 2. BGB is not applicable. The right to the payment resulting from a sale of the goods is now already relinquished to the supplier, regardless of the goods being sold with or without processing, or to one or many buyers. If the goods are sold by the ordering party combined with other goods not belonging to the seller, the claims from the sale owed by the purchaser amounts to the value of the goods delivered by the supplier. If the retained goods have been processed, especially in combination with other goods not belonging to the supplier and are sold, the client will assign to the supplier the claims owed by the purchaser only up to the value of the goods at the time of processing. If the goods are being used to fulfil a contract for work/deliveries or contract for delivery, the claims from the contract for work or contract for delivery in its entirety are relinquished to the supplier in advance, as previously specified for the purchasing price claims.

The ordering party may only pledge or assign the goods as collateral before all obligations towards the supplier have been fulfilled only by agreement of the supplier. If the goods are pledged or in any other way affected by a third party, the ordering party has to inform the supplier immediately. The assertion of the retention of the title as well as the attachment of the goods by the supplier does not allow a withdrawal from the contract.

11. Our contracts are subject to German law. Any differences from this contract, namely also relating to its coming to be as well as for the assertion of any checks or drafts handed over to us, exclusively the courts of jurisdiction in Wiesbaden apply. Conditions of business and sale and the entire legal relationship between the Purchaser and the Supplier the law of the Federal Republic of Germany shall apply to the exclusion of UN Convention on Contracts for the International Sale of Goods (CSIG)!

12. Concluding rulings

The contract between the supplier and the ordering party including these general sales terms and conditions remains binding even if individual rules are not applicable.

In the event of disputes arising from the present translation, the German text applies.