

## General conditions of sale and delivery of Verseidag-Indutex GmbH

Krefeld / Germany – Last updated: July 2008

### 1. General remarks

All deliveries are carried out exclusively according to the conditions given below. Differing conditions are valid only when expressly acknowledged by us in writing.

### 2. Offer and confirmation of order

Our offers are not binding concerning price, delivery period and delivery terms.

### 3. Prices and payments

- a) All prices are quoted, unless otherwise agreed, from our subsidiaries. Packaging costs are invoiced separately if dispatch is in crates or special packaging is requested by the purchaser.
- b) Invoices are made out for the delivery or collection day of the goods. They are payable (1) within fourteen days from the invoicing date with 2% discount or (2) up to the thirtieth day from the date of invoicing net.
- c) The date of payment is kept to when the amount is credited by the bank to our account on the due date. The purchaser is in default if the period allowed for payment is exceeded by 15 days after the invoice is due and received. In this case we are entitled to demand interest as per §§ 247, 288 BGB (German Civil Law Code), i.e. 8% above the basic interest rate of the ECB. Default interest is due immediately.
- d) Payments are to be made in the agreed currency. Prices in foreign currency are to be calculated according to the rate of exchange between the euro and the agreed foreign currency on the day of the confirmation of order. The price varies in the same proportion as the rate of exchange from the date of the confirmation of order up to the receipt of payment.
- e) Bills of exchange, in so far as they are taken in payment, are only accepted on reimbursement of all expenses and with a maximum term of three months.
- f) The balancing of accounts with contested counterclaims and the withholding of amounts due on an invoice are not admissible.

### 4. Default in payment

- a) If the purchaser is in default of a due payment, if after the conclusion of the contract justified doubts arise as to the solvency or the credit standing of the purchaser or if agreed conditions of payment are not kept to in essential points, then we are entitled not to perform until payment is made or appropriate securities (e.g. bank guarantee) are provided.
- b) The seller is not obliged to make any further delivery for any current contract before due invoiced amounts including default interest is fully paid.

### 5. Deliveries

- a) All deliveries are subject to the conditions of the "Incoterms 1990" and are quoted ex works ("EXW") unless there is a contrary agreement.
- b) The delivery period specified in a confirmation of order is only approximate. The delivery period begins on the day on which agreement on the order between us and the purchaser is made in writing. Technical clarification in all details and the punctual receipt of all documents to be supplied by the purchaser are prerequisites for the delivery period being kept.
- c) In the event of inability to produce and/or to deliver due to force majeure we are released from any obligation entered for its duration.
- d) If a delivery period is not kept the purchaser can withdraw from the contract if we have received relevant notice from the purchaser by registered mail two weeks before he exercises his right of withdrawal.

### 6. Period for subsequent delivery

- a) On expiry of the delivery period a subsequent delivery period is started without notification with the duration of the delivery period, at the most however of 18 days. On conclusion of the sub-

sequent delivery period the withdrawal from the contract is regarded as effected excluding any compensation claims unless the purchaser demands within a further 14 days that the contract be fulfilled. The seller is however freed from the obligation to deliver on conclusion of the subsequent delivery period if, during the subsequent delivery period or after its conclusion, he requests the buyer to state if he demands fulfilment of the contract and the latter does not make a statement immediately. Fixed delivery dates are not permissible.

- b) If the purchaser intends to claim compensation because of non-fulfilment or to withdraw from the contract then he must give the seller a subsequent delivery period of four weeks and indicate his intention to refuse fulfilment on conclusion of this period. The subsequent delivery period is calculated from the day on which the notification leaves the purchaser by registered mail. These terms are valid even in the event of the purchaser demanding fulfilment of the contract according to clause a) sentence 2 above.
- c) The subsequent delivery period is five days maximum for goods in stock, ready for dispatch. Otherwise the terms of clauses a) and b) shall apply.
- d) Claims by the purchaser due to delayed delivery are excluded before completion of the subsequent delivery period.

### 7. Retention of title

- a) Goods delivered remain our property until full payment of all our claims has been made. For a current invoice the goods for which we retain the title count as security for our balance due.
- b) The purchaser may only process or dispose of the delivered goods in the course of his regular business. The goods may neither be pawned nor transferred as security. If the goods for which we retain the title are sold by the purchaser to a third party before or after processing the purchaser's purchase price claim on the third party counts as transferred to us. If the goods are mixed or combined with other materials/substances before the transfer of property then the purchaser transfers to us his ownership or joint ownership rights on the mixed or new articles and keeps these for us.
- c) In the event of the still unpaid goods being impounded the purchaser must inform us immediately.
- d) The authority of the purchaser to process or dispose of goods for which we retain the title in the course of his regular business finishes with his suspension of payments or when bankruptcy proceedings are initiated against the purchaser's assets or insolvency proceedings started to avert bankruptcy. In this case the purchaser is obliged to return the unprocessed goods for which we retain the title at the seller's first demand. The purchaser will be credited with the proceeds from returned unprocessed goods which the seller makes with his best efforts (§ 254 BGB; German Civil Law Code). A countermand or demand by the seller to return the goods for which we retain the title does not constitute a withdrawal from the sales contract.
- e) The seller shall not collect the assigned claims as long as the purchaser meets his payment commitments. The purchaser is however obliged on demand to name the third party debtors and to notify the latter of this assignment. He is entitled to collect claims himself as long as he meets his payment commitments and the seller gives him no other instructions.
- f) If the value of the claims assigned to us exceeds our delivery and payment demands by more than 20% then we are obliged to reassign at the purchaser's demand.
- g) The purchaser is obliged to send the seller a list of goods for which the title is retained which are still available even if they are already processed, and a list of claims to the third party debtors as well as invoice crediting immediately after notification of the suspension of payments.

### 8. Warranty

- a) The warranty obligation of the seller is regarded barred at the end of 6 months with the proviso that the warranty period begins on the day of delivery or collection and justified warranty claims for obvious faults are asserted in writing immediately i.e. at the latest within 14 days.

- b) No complaints shall be raised concerning customary and/or technically unavoidable deviations in the goods as to quality, width, length, design, colour, finish, proportions of constituents and weight or variations from the sales sample.
- c) In the event of justified complaints the seller has the right to rectify the faults or to deliver a fault-free replacement within 10 days after receipt of the returned goods.
- d) The seller's liability is limited in all cases only to the value of own work. More extensive claims on the part of the purchaser, in particular claims for any consequential damages are – in so far as it is permissible by law – expressly excluded.

### 9. Binding of the contract; written form

- a) The contract remains binding in its other conditions even if individual conditions are legally void.
- b) Cancellation and alteration of and addition to contracts must be carried out in writing. Verbal agreements, including the verbal agreement to invalidate the written form of the contract, are legally void.

### 10. Application of law; place of jurisdiction and fulfilment

- a) The relations between seller and purchaser shall be governed exclusively by the law of the Federal Republic of Germany. The sole place of jurisdiction is the headquarters of the seller in the event of any disputes which arise directly or indirectly from the contract. Otherwise legal regulations shall apply.
- b) Place of fulfilment is the location of the seller's subsidiary concerned. The law of the Federal Republic of Germany shall apply.