

## **General terms of business for Romakowski GmbH & Co. KG, 86647 Buttenwiesen**

### **I. Scope**

These general conditions shall exclusively apply to all orders placed with us even if the customer's purchase order contains contradictory conditions. Amendments or supplements to these general conditions must be made in writing.

### **II. Quotation**

1. Our quotations shall be non-binding. The documents which make up part of the quotation, such as illustrations, drawings, weight and dimension details are only approximate unless they are expressly marked as binding. We reserve title and copyright to drawings and other documents; they must not be made available to third parties.
2. Our written order confirmation shall define the scope of the goods for delivery; orders shall only become binding when we confirm them in writing.
3. Side-agreements and amendments shall require written confirmation by the supplier.
4. Our order confirmation may be replaced by a written construction contract.
5. Inspection and planning permission fees shall be charged to the customer.
6. DIN standards with the normal tolerances or conventional regulations shall apply to raw materials; the DIN standard conditions shall apply to production. Only properties which have been expressly confirmed in writing shall be deemed to be assured.

### **III. Prices**

1. Prices shall be quoted in euros and shall be calculated using the prices valid on the date of delivery.
2. Unless otherwise agreed, prices shall be quoted on an ex-works basis excluding packaging. Value-added tax at the current statutory rate shall be added to these prices.

### **IV. Terms of payment**

1. Unless otherwise agreed, our invoices shall be payable within 30 days of the date of the invoice on a strictly net basis.
2. We shall not have any obligation to accept bills of exchange. If we accept them, the debt shall not be settled until they have been redeemed. The discount, charges and all court and out of court costs related to the collection of the bill of exchange and cheque amount shall be payable by the customer.
3. If payment deadlines are missed, we shall be entitled to charge interest at the current bank rate for current account overdrafts from the due date of our accounts receivable.
4. The customer shall not be entitled to retain or set off payments, not even as a result of complaints or counter-claims. In the event of the customer being in default or its creditworthiness deteriorating after the conclusion of the contract, all accounts receivable shall be payable immediately in the event of a payment deadline extension being granted and the possibility of bills of exchange or cheques being received as payment. In addition, in this case we shall be entitled to demand payments in advance or security and to cancel all contracts after the elapse of a reasonable deadline extension.

### **V. Delivery**

1. All delivery dates are quoted after careful coordination but they shall not be legally binding. Lead times shall commence on the date on which we agree to deliver the goods but in no circumstances before the clarification of all commercial and technical details and the approval of our design documents or before the receipt of any agreed deposit payment.
2. The lead time shall be deemed to have been met if the goods have left the factory or the customer has been notified that they are ready for shipment before its end.
3. In the event of site delays we cannot accept any responsibility for meeting a newly agreed date of delivery. Such circumstances shall exempt us from all agreed dates.
4. The lead times shall also be extended by a reasonable period even if we are in default, in the event that unforeseeable hindrances occur which are beyond our control and regardless of whether they occur at our factory or affect our sub-contractors, for example operational problems, strike, lock-out, vehicle breakdowns, allocation of materials, persistent poor weather during installation work; furthermore fire damage and all cases of forces majeure shall release us from our duty to meet the lead time.
5. If the customer suffers damages due to a delay which is the responsibility of the supplier, it shall be entitled to demand compensation with the exclusion of all other claims. Such compensation shall amount to one-half of one percent for each full week subject to a maximum of five percent of the value of those parts of the total package of goods which are not ready for use on time or cannot be used correctly as a result of the delay.
6. If the shipment of the goods is delayed at the request of the customer, it shall be charged with the costs incurred by having to store the goods outside the supplier's factory, or if the goods are stored inside the supplier's factory at least one-half of one percent of the invoice total for each month starting one month after notification that the goods are ready for shipment.
7. Meeting the lead time shall be dependent on the customer meeting its contract duties. Call orders must be called at least two weeks before the required delivery date. However, our delivery date confirmation shall be decisive.

### **VI. Transfer of risk and acceptance procedure**

1. If goods are supplied without installation the risk shall be transferred to the customer when they are handed over to the forwarder even if shipment is included in the price, but at the latest when the goods leave the factory.
2. At the request of the customer the shipment shall be insured by us at its (the customer's) expense against theft, breakage, transport, fire and water damage and other insurable risks.
3. If the shipment is delayed as a result of circumstances which are the customer's responsibility, the risk shall be transferred to the customer on the date on which notification is given that the goods are ready for shipment; we shall have a duty, however, at the customer's request and expense, to take out any insurance that it demands.
4. If the goods are delivered with installation the risk shall be transferred to the owner after the acceptance procedure. The acceptance procedure must be carried out immediately after the installation in our presence.
5. If the customer does not carry out the acceptance procedure promptly or in full, our work shall be deemed to have been accepted after the installation has been completed. Partial acceptance procedures may be carried out by the customer on request.
6. In the event of transport damage the customer must arrange for the facts of the matter to be recorded by the relevant bodies without delay.

### **VII. Receipt**

Supplied goods must be received by the customer even if they have minor defects; part shipments shall not be permitted.

### **VIII. Reservation of title**

1. Title to the goods shall not be transferred until all our current and future accounts receivable have been paid in full, regardless of the legal principle on which they are based. This shall be the case even if our accounts receivable are included in a current account and the balance has been drawn and acknowledged. Until such time the customer must insure the full shipment of goods against fire, water and storm damage on behalf of the owner.

2. If our products are mixed with or connected to other goods and this results in our title to the reserved title goods being cancelled (§§ 947, 948 of the German Civil Code), it is hereby agreed that the customer's title or co-title rights to the mixed goods or single item shall be passed to us up to the amount of the invoice total of our reserved title goods and that the customer shall keep these goods on our behalf free of charge.
3. The accounts receivable by the customer from the resale of the reserved title goods are hereby assigned to us, regardless of whether the reserved title goods are sold including or excluding installation. The assigned account receivable shall be for our security in the amount of the value of the resold reserved title goods. In the event that the reserved title goods are sold together with other movable goods which do not belong to us, whether this is done with or without completion, the purchase price account receivable shall be assigned to us in the amount of the value of the reserved title goods which make up the purchase contract together with the other goods or which are part of the overall purchase.
4. The customer shall be authorised by us until further notice to collect the accounts receivable from the resale despite this assignment. On request the customer must provide us with details of the debtors of the assigned account receivable and notify the debtors of the assignment.
5. If the reserved title goods are seized or otherwise affected by third parties, the customer must notify us of this without delay and in particular all third parties are to be notified of our title rights if necessary.
6. A demand to return the reserved title goods shall not be regarded as cancellation of the contract. The customer's right to possess the reserved title goods shall be voided if it fails to meet its payment duties from this or any other contract. In this case we shall be entitled to take possession of the reserved title goods and dispose of them to the best possible effect. The disposal proceeds shall be set off against the customer's accounts payable after the deduction of costs. Any surplus shall be paid to the customer.

#### **IX. Shipment**

1. Goods which are reported to be ready for shipment on the agreed date must be the subject of a call order within eight days. Otherwise we shall be entitled to store them at our own discretion at the customer's expense and risk and invoice them as having been delivered on an ex-works basis.
2. The goods shall be delivered without packaging. Any packaging required for delivery by rail or forwarder shall be invoiced.

#### **X. Liability for goods defects**

We shall accept liability for goods defects including the lack of assured properties, with the exclusion of additional claims as follows:

1. We must refinish or replace free of charge at our discretion and at our choice all goods which are reported as unusable or whose usefulness is seriously adversely affected to the supplier in writing within six months (within three months in the event of multiple-shift usage) of delivery or installation as a result of a circumstance which occurred before the transfer of risk - in particular in the event of a defective design, poor quality building materials or defective production. The customer must provide us with an opportunity to refinish the goods. Replaced goods shall become our property. If the refinishing work or replacement goods do not produce the required result, the customer shall be entitled to reduce its payment or, if building work was not part of the warranty, to cancel the order at its discretion.
2. The customer's right to make claims due to defects shall become statute-barred in all cases in six months starting from the date of delivery, or if the goods were installed by the supplier, starting from the date on which the installed system was handed over.
3. We shall not accept liability for damages which could have resulted from the following reasons:
  - Unsuitable or unintended use
  - Incorrect installation or commissioning by the customer or third parties
  - Natural wear and tear
  - Incorrect or negligent treatment, in particular excessive stress
  - Unsuitable equipment
  - Unsuitable foundation soil and other influences of any type such as above average environmental stresses (moisture, high temperatures, low temperatures, pressures, etc.), etc.The customer must provide us with the necessary time and opportunity to carry out all refinishing work or supply replacement goods on the basis of an agreement with us, otherwise we shall be exempted from our liability.
4. A warranty for work carried out by sub-contractors recommended to us by the customer or engaged at the insistence of the customer can only be accepted if this has been agreed.
5. Liability for the resulting consequences of any modifications or repair work carried out by the customer or third parties incorrectly or without our prior consent shall be voided.
6. Other claims by the customer, in particular a claim for compensation for damage which was not suffered by the goods themselves (consequential damage) shall be excluded if this is legally permitted.
7. The supplier shall provide a warranty for the properties of the material it uses within the scope of the supplier's factory standards and if the supplier has no factory standards, at most subject to the relevant DIN standards.

#### **XI. Sales**

Our goods must not be exported directly or indirectly if the statutory regulations prohibit this. Our warranty duty shall be voided if this export ban is breached.

#### **XII. Installation**

1. Installation work shall be carried out on condition that our installation conditions are complied with. Our lump sum price shall only include all the work on condition that our installation conditions are complied with.
2. If such compliance is not forthcoming, additional costs (waiting times, hardship and other costs) will have to be charged.
3. Our installation conditions shall be attached to our quotations and our order confirmations.
4. If you do not receive them, please request a copy immediately. If no such request is made, their receipt shall be deemed to have been confirmed.
5. Packaging materials, protective foils and other waste must be disposed of at the customer's expense.

#### **XIII. Customer's right to cancel**

1. Orders may only be cancelled on the basis of special agreements.
2. Unless otherwise agreed, the provisions of the German Civil Code shall apply to breaches of contract.

#### **XIV. Place of jurisdiction**

1. The exclusive place of jurisdiction for all legal disputes, including bills of exchange and cheque processes, shall be Dillingen (Donau).
2. However, we shall also be entitled to sue the customer at a court within its general place of jurisdiction. The laws of the Federal Republic of Germany shall be exclusively agreed between the parties to the contract.
3. If a provision in this contract should be or become invalid this shall not affect the validity of the other provisions. In this case you shall work with us to replace the invalid provision with a new provision which comes as close as possible to the objective of the invalid one.