

General Terms and Conditions of Business

I General - Validity

- 1. The terms of delivery and payment stipulated below shall be applicable to the entire business relationship with our customers and also for any future business operations. Any deviating provision shall require our written confirmation. Any deviating purchasing conditions by the orderer that we do not expressly accept in writing have no binding force for us. Nor will these become part of the agreement as a result of silence or delivery by us. The following terms of sale apply even if we acknowledge conflicting or deviating conditions of the buyer, the buyer's order without reservation.
- 2. The following conditions apply only to persons acting in their commercial or independent vocational capacity on conclusion of contract (business), and to public-law legal persons and public-law special funds.
- 3. Our sales representatives and agents do not have signing authority, agreements reached with them are only valid and binding once confirmed by us in writing.

II Quotations

- 1. Our quotations shall be subject to confirmation unless we expressly determine in writing to the contrary.
- 2. Delivery periods are only approximate, unless SSB agrees to binding delivery periods in writing.
- 3. The prices are based on the conditions on the day of the offer. Sales prices are only considered as fixed prices if SSB agrees to them in writing.
- 4. The dimensions, weights, illustrations, descriptions and other details as given in our catalogues, brochures, price lists or estimates and other documents only serve as information and are only binding contractual content if we expressly agree to this in writing. Samples and examples only count as viewing examples of the availability of the quality of our product, colour and sizes.

III Orders

- 1. Orders and agreements will only become binding on us after they have been confirmed by us; a delivery note or commercial invoice will also serve as confirmation. Verbal arrangements and agreements shall be subject to written confirmation by the company in order to be valid. The Buyer is bound to this order for one month after the date of order.
- 2. Requests of the customer for subsequent modification or cancellation of the order can exceptionally only be taken into account as long as with the design, manufacture, cutting, processing or ordering of the necessary material has been started.
- 3. Any information about properties, durability and other data shall represent guarantees only if they are expressly agreed and indicated by us as such in writing. This shall also be valid in case of acceptance of a procurement risk.
- 4. Our written confirmation of order determines nature and scope of our performance. SSB is entitled to provide part services provided this is reasonable for the purchaser subject to the circumstances of each individual case.

IV Prices

- 1. Our prices apply ex works, exclusive of packaging, customs, transport insurance, delivery charges and value-added-tax without any deduction.
- 2. If following conclusions of the contract any cost reductions or increases occur, in particular due to collective pay agreements or changes in the price material, we reserve the right to a corresponding price revision.
- 3. Our prices are without VAT, which is shown separately in the invoices. The amount of the value added tax depends on the statutory tax rate applicable on the day of delivery.
- 4. We also reserve the right to recalculate in a manner that is reasonable for the buyer in the event that the subject matter of the contract has been provided with technical improvements compared to the date of the contract.

V Payment

- 1. In the absence of any agreement to the contrary, our invoices are payable without any deduction within 14 days of the date of invoice. We are nevertheless only bound on a discount Agreement by cash payment or bank transfer within the agreed period and amount after date of invoice, if stated. A cash discount agreement is only apply unless previous due invoices are fully or partially unpaid. No discount shall be granted for freight and packing.
- 2. In case of delays in payment, an interest of 8% p.a. above the applicable base (Art. 247 of the BGB) will become due. A reservation is maintained with regard to proof of further damage due to delay. Incoming payments shall amortize outstanding debts in the order in which they have occurred.
- 3. There is no obligation to accept bills of exchange. If bills of exchange are accepted, the corresponding claim shall not be deemed to have been deferred. The costs incurred by the bill of exchange shall be borne by the buyer. SSB reserves the right to assert the claim underlying the change at any time, train by turn, against the return of the bill of exchange.
- 4. Following an expiry of an appropriate period of grace, we are entitled to make services still to be performed only against prepayment or to make them dependant upon the provision of a security, if the customer is in delay with payments as agreed or if there are circumstances which by applying usual bank standard raise doubts about the customer's solvency. In addition, we are entitled to make our accounts receivable immediately due and to demand securities, regardless of the term of any bill of exchange.
- 5. The customer is only allowed to set off claims undisputed by us or legally determined.
- 6. Lump sums retained by the buyer for warranty or guarantee reasons and claims in advance are prohibited.
- 7. Our representatives, agents and sales employees are not authorized to collect money, unless they are explicitly and expressly commissioned to do so and have authorization in writing.

VI Delivery Period and Default of Delivery

- 1. Delivery times and dates ale always considered to be only approximate, unless they are explicitly in written form agreed as binding. Terms of delivery shall commence with SSB's dispatch of the order confirmation, though not before complete clarification of all questions and supply of each of the customers contractual obligations and receipt of any advance payment of the buyer required for the execution of the order. In cases of us supplying the buyer on advance payment, the stated delivery period commences on the day we are credited with the advance payment amount. Any changes requested by the orders subsequently with result in a suspension of the delivery term which will begin to run again upon a notification to this end.
- 2. The time span to be granted to us for remedying a defect is at least one month.
- 3. Delay in delivery of performance due to force majeure and events which render the provision of the service significantly more difficult entitle us to postpone delivery and appropriate lead times for the duration of the obstacle plus an appropriate period for renewed start-up of operations. This also applies, if these events occur with our supplier or even where they occur during an already existing delay. Should such delay continue for more than two months, we as well the buyer are entitled to withdraw from the contract as to the unrealized part. SSB will inform the customer of the beginning and the end of such impediments as soon as possible.
- 4. In the event that the buyer is in default with the payment of earlier deliveries from ongoing business relationship, we are entitled to refrain from further delivery, whereby the costs incurred by the buyer are at his expense.

- 5. If the customer delays acceptance or otherwise culpably breaches duties of cooperation, we shall have the right to claim for damages incurred to us including additional expenditures, if applicable. Further claims remain reserved.

VII Packing and Delivery

- 1. The packaging charged in according to standard methods at our discretion. For packing material we will charge the cost price, and will not be taken back.
- 2. We make every effort to choose the best possible shipping route from our point of view, unless a specific shipping method has been agreed. Should additional costs be incurred as a result of a shipping method prescribed by the buyer, the buyer shall bear it.
- 3. Our deliveries are made ex works, excluding packing. The costs for packing and for the transport of our delivery ex works to the place of delivery shall be borne by the customer.

VIII Transfer of risk

- 1. The risk passes to the buyer as soon as the goods leave our factory or warehouse. This also applies if we have taken over additional services such as loading, transport or unloading. If the performance is delayed due to circumstances for which the buyer is responsible, the price risk shall pass to him on the day of notification of readiness for delivery. In this case, we are entitled to store the goods at the buyer's expense and risk at our own discretion and to charge them as delivered ex works. At the buyer's request, we insure the respective shipment against theft, breakage, transport, fire and water damage at his own expense.

IX Guarantee, Obligation of the Buyer, Reimbursement of expenses, Liability

- 1. Any warranty claims of the buyer rest on assumption that he himself has met his legal and statutory duties to inspect and report defects without fail. In the event of obvious defects or where the goods are obviously incomplete, this is to be notified to us without delay, no later than within 2 weeks from delivery to the destination, in writing and with an accurate description of the fault and designation of the invoice number. On further request from us, documentation, samples, packing slips and/or the defective goods are to be sent back to us. If the customer does not fulfill these obligations, claims of the customer on account of the services being defective or incomplete are excluded.
- 2. Should the goods exhibit defects, then we are entitled to choose to rectify the defect or to provide a defect-free replacement as our subsequent performance. Only when this should fail or cannot be reasonably expected and the defect is not merely insignificant is the customer entitled to exercise the right of withdrawal or reduction in accordance with the statutory regulations. § 478 BGB shall remain unaffected. Claims for compensation for damages are owed to the customer only in the degree specified in Number IX 4.
- 3. Any advertising statement of the Buyer vis-à-vis its customer or in its advertising materials which have not been authorized by us in advance will not establish warranty claims against us.
- 4. We shall be liable without limitation in accordance with the Product Liability Act in cases involving an explicit guarantee or a procurement risk or gross negligence in the performance of contractual obligations. We shall also be liable within limitation in cases of deliberate acts or grossly negligent behavior on the part of our management personnel and deliberate or grossly negligent behavior on the part of subordinate personnel engaged for the purpose of fulfilling contract obligations. We shall also be liable without limitation in cases of deliberate or grossly negligent acts resulting in death, injury or the impairment of health. We shall be liable for property damages resulting from petty negligence only in cases involving significant violations of essential contractual obligations, i.e. obligations which are required to ensure fulfillment of the contract and upon the fulfillment of which the purchaser has justifiably relied. Said liability shall be limited to damages typical of the contract in question which were foreseeable at the time the contract was concluded.
- 5. Claims for compensation for damages of any kind resulting from improper treatment/handling, modification, installation and/or operation of delivered objects or from incorrect advice or instructions provided by the purchaser shall not be recognized unless we are obliged to assume responsibility for them. In particular if repairs have not been made by SSB. We shall also be liable with handling of parts sent in we shall not be liable for defects which results from the behavior of the material. If parts sent in become unusable during the processing as a result of material defects or other defects, the processing costs incurred by the supplier must be reimbursed.
- 6. If the purchaser is entitled to demand compensation for damages in lieu of performance or to cancel the contract, the purchaser shall be obliged to state upon request and within a reasonable period of time whether and when he intends to exercise these rights. Should the purchaser fail to make such a declaration with the specified period of time or insist upon performance, he shall be entitled to exercise the rights in question only after fruitless expiration of a further reasonable grace period.
- 7. Claims based upon defects/deficiencies shall expire 12 months after the date of transfer of risk. The same applies accordingly to legal deficiencies. Claims based on intentional violations of contract obligations, illegal acts, the absence of assured characteristics, the acceptance of procurement risks and injury to persons are subject to the limitation periods prescribed by law. In cases in which the goods or services are intended for a building structure and have been identified as the cause of defects or deficiencies in said structure, the warranty period is set at 5 years. Arts. 438 Paragraph. 3, 479 and 634 a, Paragraph. 3 BGB remain unaffected.
- 8. If the buyer returns an object of sale to have it repaired, and if we then establish the claim to be unfounded and warranty claims not applicable, we shall ask the buyer to collect the returned item within 6 weeks after notification or to let us know in writing whether the inspected item should be returned or repaired. We also inform the buyer that lack of written communication within this given period of time will result in us being entitled to scrap the item at his expense. Shipment and repair of the object of sale are at the buyer's expense in cases of unwarranted claims.
- 9. Any further liability with regards to claims for compensation, other than provided for in the preceding sections of Clause IX is excluded, regardless of the legal nature of the claim.
- 10. The preceding liability limitations also apply to the benefit of our statutory representatives, agents, employees, commercial agents and other servants and/or assistants, depending on the reason and extent.
- 11. Demand for damages in case of product contamination is excluded. Machines and equipments may only be used by trained stuff. A commissioning by our special stuff is mandatory for each machine and plant. Cleaning, repairs and services are always prove and documented on the part of the purchaser.

X Reservation of proprietary rights

- 1. We reserve proprietary rights to all delivered goods until such time as the purchase has fully met all present and future obligations arising from the business relationship with us. This also applies where payments are made on specially designated claims. Goods for which proprietary rights are reserved shall be regarded as security for outstanding balances on current account.
- 2. Processing of goods for which proprietary rights are reserved shall be carried out for us as manufacturers as defined in Art 950 BGB, without obligation to us. Processed goods shall be regarded as goods for which proprietary rights are reserved as described in these provisions. If goods for which proprietary rights are reserved are processed or mixed/connected inseparably with objects which do not belong to us, we shall acquire property rights to the new objects in proportion to the invoice value of the goods for which proprietary rights are reserved at the time at which the goods are processed or mixed/connected. If the goods for which proprietary rights are reserved are connected or

- inseparably mixed with other objects to create a unified object and if this object is regarded as the primary product, the purchaser shall grant us proportionate proprietary rights to the extent that the primary product belongs to him. The purchaser thereby preserves the property acquired in this way on our behalf and at no charge to us.
- 3. The purchaser shall be entitled, until such time as said entitlement is rescinded, which may occur at any time and without explanation, to resell, process or modify goods for which proprietary rights are reserved within the context of normal business operations. Resale as defined herein also includes installation in the ground or in building systems or use for the purpose of fulfilling other contracts. In the event that goods are resold, the purchaser hereby assigns all claims for payment of the purchase price by his customer arising from said resale to us. If the goods for which proprietary rights are reserved are sold together with other objects which do not belong to us, the assignment of claims shall be limited to the value of the goods for which proprietary rights are reserved as specified in our invoice. In cases involving the resale of objects for which we hold co-proprietary rights pursuant to Section X.2, the assignment of claims shall be equivalent to the value of said co-proprietary rights. The assigned claims shall serve as security to the same extent as goods for which proprietary rights are reserved. If the assigned claim is incorporated into a current account, the purchaser hereby assigns an amount on account equivalent to the value of said claim to us. The purchaser shall be entitled, until such time as said entitlement is rescinded, which may occur at any time and without explanation, to collect claims assigned to us. If so requested by us, he shall be obliged to notify his customer of the advance assignment of claims to us – if we have not already done so – and to provide us with information and documents required to pursue the claim in question.
- 4. Should the value of existing securities exceed that of our claims by more than 10%, we shall release securities of corresponding value upon request by the purchaser.
- 5. The purchaser shall not be entitled to effect other transactions involving the goods for which proprietary rights are reserved (liens, transfer of securities) or other assignments of the claims cited in Section X.3. In the case of liens or seizure of goods for which proprietary rights are reserved, the purchaser shall be obliged to call attention to our proprietary rights and to inform us immediately.
- 6. Should the purchaser be in arrears with payments or our claims be endangered by insufficient creditworthiness on the part of the purchaser, we shall be entitled upon fruitless expiration of a grace period specified by us to demand return of the goods for which proprietary rights are reserved. This right remains in force even if we do not cancel the contract. We are then also entitled to freely sell the reserved goods or have them auctioned off.
- 7. The customer is obligated to sufficiently insure the goods, supplied to him subject to retention of title, against fire, theft, water damage etc. and to provide us with proof of such insurance on request.
- 8. Purchaser shall be obliged, during the retention of title period, to keep the Purchased Article in proper condition and to implement all maintenance work and necessary repairs recommended by SSB without delay at its own expense.

XI Copyright

- 1. Illustrations, drawings, sketches, software and other documents may not be used in any other way and may not be made available to third parties without our consent. They shall be issued without delay upon request.

XII Place of jurisdiction, choice of law and place of performance

- 1. The place of jurisdiction for all disputes including any action to payment of bills of exchange or cheques is the business headquarter SSB Wägetechnik GmbH. For SSB Wägetechnik GmbH in Buchhlzis the place of jurisdiction Linz/Rhein. For matters in dispute with a value of more than EUR 5.000,00 the place of jurisdiction for SSB Wägetechnik GmbH Buchholz is Koblenz. However, we shall also be authorised to sue the orderer at his general place of jurisdiction or at the place of jurisdiction competent at his registered office.
- 2. However, we are entitled to sue the buyer also at his general or a special place of jurisdiction. The law of the Federal Republic of Germany, which is applicable to the legal relations of domestic contracting parties, applies without exception; the application of UN Sales Law is hereby excluded.
- 3. The place of fulfillment is the location of the delivering plant, the place of payment for the purchaser is Buchholz/JWW.



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