

General Business Conditions

1. Contract conclusion

- 1.1. The client is bound by his order for four weeks. The purchase contract is valid, if Rösler confirms the client order in writing within four weeks of receiving it or has made the delivery inside the designated period.
- 1.2. Quotations from Rösler are non-binding and may be withdrawn by Rösler up until the time the contract is concluded.
- 1.3. If the order and the order confirmation are different, the order confirmation by Rösler is binding on the range of services, if the client does not countermand this in writing within ten days of receiving the order confirmation.
- 1.4. Characteristics of the contractual object or the contractual service are only considered to be guaranteed by Rösler, if they are expressly designated as guaranteed characteristics. Rösler reserves the right of copyright and ownership of all contracts, diagrams, such as quotations, cost proposals, diagrams or other tender documents. Ownership of the aforementioned contract documents only passes to the clients, if this is agreed in writing. Contract documents are returned immediately from the client to Rösler, if Rösler requests this during contract negotiations or if a contract is not concluded. Any right of retention or right of service disclaimer to these contract documents is hereby expressly excluded. The client is not authorised to allow third parties access to the contract documents transferred to him.
- 1.5. If, after the contract is concluded, the client's financial circumstances worsen, Rösler is authorised to request, within a period of notice of 14 days, security in accordance with the Civil Statute Book. If the client does not meet this request, Rösler is authorised to withdraw from the contract and demand compensation for losses.

2. Contract content

- 2.1. With regard to the content of the contract relationship between Rösler and the client, the following are applicable, in this order:
 - 2.1.1. Written agreements,
 - 2.1.2. Verbal agreements, if these are confirmed in writing by Rösler,
 - 2.1.3. Confirmation of the order by Rösler,
 - 2.1.4. These business conditions,
 - 2.1.5. The law of the Federal Republic of Germany.
- 2.2. In the relationship between Rösler and the client, only these General Business Conditions drawn up by Rösler apply, including if, with regard to content (even if only partially) the client's business conditions to the contrary have not been expressly contradicted by Rösler. The client's general business conditions are therefore not binding on Rösler and only form part of the contract content, if they are expressly recognised by Rösler in writing.

3. Delivery periods and dates

- 3.1. Delivery and other periods and dates designated by Rösler are essentially non-binding, unless they are agreed or confirmed as binding (fixed dates).
- 3.2. The start of the period for calculating delivery periods and dates is the contract conclusion, in accordance with Number 1) above, but not before Rösler has received all documents required for it to execute the service provision. The client contractually has to make these documents available.
 - 3.2.1. If a date designated by Rösler as being binding is not observed, the client is under an obligation to set an appropriate period of grace for supply/service provision, of a minimum of three weeks. If at the end of this period, no service or de-liv-ery has been provided, the client may withdraw from the contract and seek compensation for losses. However, Rösler is only under an obligation to com-pensate losses, if Rösler or one of its representatives or assistants commits and intentional or grossly negligent infringement of their obligations or if express as-surances by Rösler are not adhered to. The amount of compensation is limited to the typical losses incurred by the client. Independently of any existing restriction on liability, Rösler is, in any case, liable for any injury to life, limb or health according to the current legal provisions of the Federal Republic of Germany.
 - 3.2.2. If a non-binding period is not observed by Rösler, the client must impose on Rösler an appropriate period of grace, of at least seven weeks. If this subse-quent period bears no fruit, Number 3.2.1. applies accordingly.
 - 3.2.3. Damages for delay that the client requires Rösler to make good according to the se-agreements will, even in cases of intent and gross negligence are restricted to a maximum amount of 0.5 % for each completed week's delay, and up to a maximum of 5 % of the contractually agreed remuneration or partial ren-eruation for any outstanding part of the total delivery.
- 3.3. If the failure of Rösler to abide by periods and dates is due to suppliers or sub-contractors of Rösler – without Rösler being at fault – not providing their services at the right time, both parties may withdraw from the contract, if the contractually binding period (fixed period) is exceeded by over four months. In this instance, no reciprocal claims may be made.
- 3.4. If, in cases of force majeure, strikes, fire or other circumstances, Rösler, through no fault of its own, is prevented from providing the service or supply, the deliv-ery/provision period for Rösler is extended by the period of prevention. The client is, however, authorised, to withdraw from the contract six months after the end of the originally agreed period (fixed period). The client may not, in this instance, make a claim for damages on any legal grounds.
- 3.5. If an agreed delivery or provision period is at risk, due to circumstances, which the client has caused, such as, for example, the transfer of materials, diagrams or patterns at the wrong time, Rösler may, after imposing a period of grace of two weeks, withdraw from the contract and seek compensation for losses from the client, of at least 15 % of the order total. Rösler retains the right to seek higher compensation, against proof, with the client being free to prove the existence of a lower level of loss or no loss at all by Rösler.
- 3.6. If, following contract conclusion, changes to the contract are agreed to the con-tract, which affect the agreed delivery period or the agreed dates, the contract parties are to agree a new date and the previous agreements regarding dates are no longer valid.

4. Extent of the provision

- 4.1. The extent of the provision is defined by the contract content in accordance with Number 2) above.
- 4.2. Essentially, the provision will be ex Rösler works. The client is obliged to inform Rösler of the exact details of the delivery address.
- 4.3. Rösler reserves the right to make construction and other changes to the provi-sion, if these changes are reasonable with regard to the client, particularly if the changes are for technical reasons and do not restrict the general usually or con-tractually agreed usage of the service or provision.
- 4.4. Any documents prepared by Rösler such as images, diagrams, weight details, dimensions, masses and technical data are only seen as approximate, if not ex-pressly designated by Rösler in writing as binding.
- 4.5. Packaging material will be taken back by Rösler in accordance with legal provi-sions.
- 4.6. If the dispatch is made in package boxes or railway containers, the client is re-sponsible for paying the rental of this container, according to the rental price list of Rösler.

5. Dispatching the delivery object

- 5.1. The liability for the delivery object lies with the client, as soon as the object is transferred to the transport of the goods, even if Rösler transports the delivery object using its own transport resources. This also applies to deliveries carriage paid, FOB, CIF or delivery carriage paid ready-assembled.
- 5.2. The liability for the delivery object is also transferred to the client, if Rösler has sent the client a production notice with the request to collect it and the period set by Rösler for collecting the delivery object has elapsed without any result.
- 5.3. The costs of transporting the delivery object are born by the client, unless Rösler declares in writing that it is paying the transportation costs.
- 5.4. Rösler is not obliged to insure the dispatched delivery object against theft, breakage, transportation or fire damage, unless Rösler declares this in writing. In this instance, the costs of the insurance are to be borne by the client.

6. Prices and payment conditions

- 6.1. The agreed prices always apply ex works, except for packaging; additional provi-sions are calculated additionally. The prices are understood as essentially net of the legally applicable sales tax (value added tax). This is calculated separately.
- 6.2. The client has to bear the costs for the packaging of the delivery object, which will be calculated by Rösler in the net cost price.
- 6.3. Payments are, unless otherwise agreed, to be made as follows:
 - 6.3.1. Transport resources: immediately, with no deductions, incoming within one week of the delivery of the goods and billing,
 - 6.3.2. Machines and equipment: 30 % of the contract total after confirmation of the order; a further 60 % when the notification of readiness for dispatch is sent; the remaining 10 % 30 days after delivery and – if agreed – reception,
 - 6.3.3. Service and work provisions (eco-packs, repairs): immediately with no deduc-tions, incoming within one week of the provision of the goods and billing.
- 6.4. The receipt of payment by Rösler is the decisive factor in determining if payment is made in good time.
- 6.5. The price agreed by the parties is valid, if the contractual payment is made within four months of the receipt of the confirmation of the order by Rösler. If this period is exceeded by over four months, Rösler reserves the right to increase the production or material costs by an appropriate amount. The client may, if this type of price increase is imposed, withdraw from the contract, if the increase is over 10 %. The client is to declare his withdrawal only within two weeks of being made aware in writing of the price increase. In this instance, no reciprocal claims may be made.
- 6.6. The client will delay if, without further warning, he fails to observe the afore-mentioned payment dates. If there is a delay, the client has to pay late interest of eight percentage points above the basic interest if of the ECB to Rösler. Other interest charges, which are notified by Rösler, are not excluded. For each noti-fication, Rösler may impose a sum of Euro 3.00.
- 6.7. If art-payments are agreed, the entire remaining sum is due from the client im-mediate-ly, if the client is late in paying an instalment by more than two weeks, ceases his payments or insolvency procedures are requested or opened with re-gard to his assets.
- 6.8. Payment transfers, cheques and exchanges will only be accepted by Rösler on special agreement and only against the accounting of all expenses to the client.
- 6.9. If the client is late making his payments, Rösler can, notwithstanding the regula-tions contained in Number 10), after setting a period of grace of 14 days, with-draw from the contract and seek compensation for losses.

7. Acceptance

- 7.1. The client is under an obligation to accept the manufactured goods within 14 days, immediately on delivery. If he does not accept, Rösler will set the client a period of grace of eight days. After this period has elapsed without result, Rösler may withdraw from the contract and seek compensation for losses. A period of grace does not have to set, if the client has previously refused conclusively and finally. Number 3.5 applies accordingly with regard to the amount of the loss in-curred by Rösler.
- 7.2. If the provision is not accepted, Rösler is also authorised to invoice a delay charge for the storage of the delivery objects, which is measured according to the storage area used (in square metres) at a price per square metre of Euro 4.00 per month or part thereof.
- 7.3. If the client, when accepting the goods, determines a discrepancy in amounts or a defect, he has to inform Rösler of this discrepancy or this defect in writing – at the latest within eight calendar days. The client is to set Rösler a minimum period of three weeks for making good the discrepancy or defect. If Rösler fails to act within this period, the client may withdraw from the contract and compensation sought for losses. Rösler is only obliged to pay compensation for damages, if Rösler or a representative of the company or an assistant is culpable of negligence or gross negligence of a characteristic guaranteed by Rösler is not retained. Any restriction of the obligation to compensate for losses does not apply in the case of injury to life, body or health; in this instance, it is liable for any culpable infringement of obligation including by representatives or assistants.
- 7.4. If, in accordance with Number 7.1, Rösler applies compensation for loss due to non-acceptance of the provision, Rösler is authorised to provide the contract ob-ject free of charge, particularly to use these freely at the client's expense in order to cover the sale. The revenue from the sale will be credited to the client after deducting the exploitation costs.

8. Warranty

- 8.1. Rösler guarantees that the contractual provision will correspond to the agree-ments and current state of the art and that, furthermore, it is appropriate for the agreed and customary use.
- 8.2. The warranty period is limited to one year (period of limitation). It starts with de-liv-ery, acceptance or notification of completion.
- 8.3. If any defects are found, the client initially only has a claim to supplementary performance by Rösler. With regard to this, the client must initially allow Rösler an appropriate period of at least three weeks. If, during this period, Rösler fails to provide the supplementary performance or it fails in the end – which will be the case after three unsuccessful attempts at remediation – the client may call on the ongoing legal rights of warranty. This includes a claim for compensation made by the client, only if Rösler, one of its representatives or assistants, show intent or gross negligence or if the guaranteed characteristics are missing. This restriction on the obligation of compensation only applies in the case of injury to life, limb or health.
- 8.4. If any obligation of compensation for losses is incumbent on Rösler, the remediation of the loss is restricted to typical losses suffered by the client. Rösler is therefore not liable for any improbable loss not for losses that were not foreseeable by the contract party or losses that could have been avoided by the client.
- 8.5. Rösler is excluded from liability, if any defect can be traced back to the fact that the client or one of his representatives or an assistant of the client has pre-pared defective material, tools, equipment or incorrect plans or has given express instructions, which result in the defect.
- 8.6. Should the client or a third party instructed by him make changes to the contrac-tual object, this would invalidate any warranty claim against Rösler.
- 8.7. If any faults in the contractual provision are due to the delivered parts, Rösler is liable vis-à-vis the client to the extent that the previous supplier or subcontractor is liable vis-à-vis Rösler. Otherwise, the regulation in accordance with Number 8.3 applies.
- 8.8. The warranty period is not extended by supplementary performance.
- 8.9. Within the context of supplementary performance, exchanged objects pass into the ownership of.
- 8.10. The costs of the supplementary performance, particularly transport, movement, working and material costs are borne by Rösler.

9. Liability

- 9.1. Irrespective of previous agreements, Rösler is liable only for damage caused by the intent or gross negligence of Rösler, its representative or its assistant. No liability is incurred for slight negligence. This restriction on liability does not apply to losses caused by injury to life, limb or health. In addition, the restriction on liability does not apply, if expressly guaranteed characteristics are not given.
- 9.2. Any claims by clients or third parties arising from the provisions of the product liability law remain unaffected thereby.
- 9.3. The client is under an obligation to report any damage or losses to Rösler imme-diate-ly and in writing stating first the reason and then the extent. If the client fails to meet this obligation, he is under an obligation to compensate Rösler for losses.

10. Reservation of proprietary rights

- 10.1.1. Rösler reserves the right until its claims have been settled with regard to the concluded contract to retain ownership over the delivered contract object. This reservation of property rights also applies to any claims that Rösler makes against the client in association with the concluded contract, e. g. Due to repairs, additional and/or replacement deliveries, ancillary services, etc.
 - 10.1.2. If the client disposes of the contract object, the client will make his claim on the resale to the extent of the claim made by Rösler against the client.
 - 10.1.3. If the client is an intellectual person under public law, a public legal special asset or merchant, for whom the contract is part of the operation of a trading network, the retention of proprietary right also applies to any claims outstanding from Rösler towards the client during the current business relationship.
 - 10.2. As long as there exists a reservation of proprietary rights in favour of Rösler, the client may only pledge, mortgage, lease/rent or dispose of the contract object that in any way restricts the interest of Rösler with prior approval in writing. This does not affect the client's rights with regard to the usual business operation to process the contract object or to change it in any way. If the client fails to comply with his payment obligation with regard to Rösler, Rösler is authorised to disclose, after previously notifying the client, the existing assignment of claim (Number 10.1.2) and recover the claim itself. In addition, in this instance, Rösler can publish the extended reservation of proprietary rights in accordance with Number 10.1.3. and directly apply the resulting claims.
 - 10.3. The contract object may only be used by the client if he has paid the full price to Rösler. The contract object may only be transferred with the prior consent in writing of Rösler. The client is under an obligation to make known the current location of the contract object. If there are any infringements, Rösler is author-ised to recall the contract object earlier; the client's right of retention is hereby expressly excluded.
 - 10.4. If during the period of the reservation of proprietary rights by third parties access is allowed to the contract object, particularly mortgages, the client has to inform Rösler immediately and advise third parties of Rösler's right of ownership. The client has to bear all costs, which Rösler incurs with regard to the access, as well as the replacement of the contract object, as long as these costs cannot be borne by third parties.
 - 10.5. During the period of reservation of proprietary rights, a rental relationship may be agreed between the contractual parties, through which the client is author-ised to own and use the contract object, as long as he complies with his obligations resulting from the contract. If the client fails to fulfil his obligations with regard to Rösler, particularly payment obligations, Rösler may demand supplementary performance regarding the contract object at the end of a period of notice with no results. The client's right of retention is expressly excluded, unless the client benefits from a right of retention, resulting from the contract relating to the contract object.
 - 10.6. If the contract object supplied by Rösler in accordance with §§ 947 et seq GCC is connected or associated, Rösler is entitled to the value of his claim to the corresponding co-ownership share of the entire object from this contract. The contractual parties agree on the transfer of ownership and furthermore agree that, for the period of co-ownership by the contractual parties, the client retains the co-ownership share of Rösler as a loan. The same applies to any development or reworking of the contract object in accordance with § 950 GCC.
 - 10.7. If the contract object is connected, mixed or refigured with the client's third party in accordance with the provisions of §§ 947 and the client has agreed the acquisition of a right of co-ownership with the third party, the client transfers his co-ownership share to Rösler. The contracting parties agree on the transfer of ownership, whereby, in this instance, the client retains ownership of the co-ownership share as a loan and conveys ownership to Rösler in accordance with § 930 GCC.
 - 10.8. If the value of securities that exist due to existing conditions for Rösler and a simple, extended or expanded reservation of proprietary rights does not exceed the total claim of Rösler by more than 20 %, Rösler declares that it is prepared, at the client's request, to release the exceeding securities in favour of the client. The value of the securities is measured according to the realisable value of the security objects.
11. **Installation of machinery and systems**
 - 11.1. Rösler recommends that machinery and systems are installed by the compa-ny's experienced fitters. If a fitter is employed, Rösler will pay, in addition to travel costs, freight costs and tools, the costs determined by Rösler according to the defined conditions.
 - 11.2. If there is a delay in installing or commissioning the equipment (acceptance) through circumstances, which lie within the client's sphere and without any fault on the part of Rösler, the client has to bear all costs for maintenance times (employment of personnel) and providing operating resources.
12. **General conditions**
 - 12.1. The contract parties hereby agree the written form (cf. Number 1 above). This also applies to supplementary agreements and reassurances, as well as for subsequent changes and addenda to the contract, unless the contract parties expressly agree that an oral agreement should be valid.
 - 12.2. The transfer of rights and obligations, as well as the client's claims from the concluded construct to third parties, requires the prior consent in writing of Rösler. Consent may not be delayed without good reason.
 - 12.3. The client may only charge against a claim by Rösler, if the claim is made legally or is accepted by Rösler.
 - 12.4. The client may only apply a right of return or delay in accordance with more precise definitions of the existing conditions vis-à-vis Rösler, if the claims arise from the same contract relationship. The exercising of a right of return or delay by the client vis-à-vis Rösler with regard to another contractual relationship is hereby expressly excluded.
 - 12.5. The contractual parties agree that the place of fulfillment for mutual obligations is the operating location of Rösler.
 - 12.6. The agreed place of jurisdiction between the contract parties is – if the client is a merchant in accordance with the law – for any disputes is the Lichtenfels District Court or the Coburg State Court, including for cheque and exchange disputes. Rösler is, however, free to make a claim against the client according to the general provisions relating to the place of jurisdiction.
 - 12.7. The contractual and legal relationship between Rösler and the client is exclu-sively subject to the formal and material law of the Federal Republic of Germa-ny. The application of the legal prescriptions of other states is expressly excluded. In addition, the application of UN commercial law (C.I.S.G.) is excluded.
 - 12.8. Should any one of these agreements prove to be or become null and void or ineffective, the parties agree that the remaining conditions of these General Business Conditions are equally valid.

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