

## **Rhenotherm Mini Parts GmbH**

### **Terms of payment and delivery**

1. All agreements are only binding for us through our written confirmation. Offers are unbinding and subject to alteration. Prices are ex works, excluding packaging. Our offers are not valid for longer than 3 months without a separate agreement.
2. Tools and machines remain our sole property and are not delivered, even if they are invoiced.
3. Stated delivery dates are generally subject to alteration and delivery dates which are declared binding may only be adhered to on condition that the other unforeseeable circumstances at our premises or our supply plants release us from punctual delivery. If we are in default, the customer may withdraw from the contract, after the expiration of an extension of at least 1 month, to be granted in writing, to the extent that we have not yet fulfilled. Other claims are excluded, with the exception of compensation claims due to gross negligence and intent.
4. The danger passes to the customer on the date that readiness for dispatch is notified, at the latest, however, when the goods are sent or when they are handed over to the haulier.
5. We invoice packages we do not take back at cost price.
6. Invoice amounts are payable, without any deduction, within 10 days after the invoice date or the date of notification about readiness for dispatch. If agreed periods allowed for payment are exceeded; we charge interest on arrears of 1 % for each commenced month. We reserve the right to deliver each consignment COD.
7. Withholding payments or offsetting with counterclaims is excluded, unless they have been recognised by us in writing, are undisputed or are indefeasibly determined according to the amount.
8. We reserve the right of ownership of the goods we have processed until all our claims have been settled, for whatever legal reasons, and, therefore, also until a balance claim has been settled. Should the value of the manufacturing or reconstruction be considerably less than the value of the source material, the customer shall transfer ownership of the processed goods to us, in terms of value, up to the extent of our claims for their security. The customer shall undertake to surrender the goods to us, if requested, to settle our claim. We undertake to retransfer the ownership by way of security if the purpose of security becomes void. This also applies if payments for specially described claims are made - we do not accept offset references. The reserved goods remain our property at every stage of manufacturing, even if they are processed into new goods. Processing and manufacturing is deemed effected for us, with the exclusion of the acquisition of property according to § 950 of the German Civil Code (BGB), without committing ourselves. The customer is allowed to sell the reserved goods in the ordinary course of business at customary terms of trade. He shall transfer his claims from the resale to us, regardless of whether claims from contract of sale, contract of manufacture or unjustified enrichment exists. The transfer is restricted to the material value, in the event that the customer manufactures our reserved goods with other materials produced under reservation of title. The customer is entitled to demand payment to himself in spite of the transfer of the claim from the resale. This right does not apply if the customer fails to meet his financial obligations to pay us or normal business transactions are no longer guaranteed. We are also entitled to notify third party debtors of the extended reservation of title at any time. In the event that the value of the existing securities exceeds the total secured claims by more than a total of 20 %, the customer may, in this respect, demand the release of securities at our choice. The customer must inform us immediately

- about seizures or other curtailments of our goods by third parties.
9. The customer is obliged, at our request, to inform his buyer about the assignment of a claim. He is authorised to recover the debt from the resale in spite of the transfer. Our authorisation to collect remains unaffected by the customer's collection entitlement. We shall not collect the debt ourselves as long as the customer properly meets his obligations to pay. The customer must notify us immediately in writing about decrees by third parties which may affect our property. In the event that the customer does not meet his obligations to pay and the obligations arising from the reservation of title, he adjusts his payment or judicial court-supervised composition of bankruptcy proceedings are instituted against his assets, the total remaining debt shall be due, even if changes are in progress with a later due date.
  10. We reserve the right to round up and round down differences in weight and dimensions and additional and short deliveries by 10 %, depending on the article. The delivery shall take place subject to insignificant differences from the sample and the stipulated quantities and dimensions. The number determined at our premises is decisive for invoicing.
  11. Notice of defects must be notified to us in writing immediately, at the latest 5 days after receiving the delivery. Returns require our prior approval.
  12. We guarantee a faultlessness of the delivery item corresponding to the respective state of technology and undertake to repair all parts free of charge which are verifiably unusable or are substantially restricted in their usefulness as a result of a factor prior to the transfer of risk in our workshops at our discretion. In the case of external products our liability is restricted to the transfer of liability claims we are entitled to from the supplier of the external product. The liability for faults does not apply if the customer has carried out changes to or repair work on the delivery item, or arranged for them to be carried out without proper authority. Thus, we do not accept liability for material defects that cannot be determined by us during manufacturing. We do not accept liability for damage caused to the customer's goods, unless this has been caused intentionally or through gross negligence. We refuse to eliminate defects as long as obligations from the contract of purchase are not met or the notification of defects does not take place at the proper time.
  13. All parts handled by us are handled at a temperature higher than 100°C to 250°C in special cases up to 400 °C for several times. We sandblast the work pieces. If the parts to be coated are neither allowed to be subjected to this densification temperature none sandblasted, this must be notified to us in writing.
  14. The parts to be coated must be delivered in a condition suitable for coating, i.e. the parts must be roughed down and dismantled accordingly. We only carry out preparatory work and dismantlement on the basis of an explicit written agreement. We do not give any guarantee for damage arising during this process. Also the customer must make us aware of any peculiarities or dangers that may arise whilst the work pieces are being processed. If damage occurs due to non-compliance with this obligation, the customer is required to pay us compensation.
  15. The customer's conditions of purchase are not binding for us, even if we do not explicitly object. Supplementary agreements require explicit written agreement.
  16. Place of delivery and place of jurisdiction is Kempen. We can also take the customer to court at his general place of jurisdiction. German law applies exclusively for all agreements.
  17. Should one of the above-mentioned agreements be ineffective, the validity of the contract and the validity of other conditions are not affected by this. The contracting parties shall endeavour to achieve an effective arrangement that comes close to the original arrangement.

Managing Director: Dr.-Ing. Volkmar Joachim Eigenbrod  
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