

## **General Terms & Conditions of EUROSOL GmbH**

### **Art. 1. SCOPE**

The following terms and conditions govern the contractual relationships between EUROSOL GmbH (hereinafter: EUROSOL) and contractors or persons, i.e. natural or legal persons, or incorporated partnerships with whom a business relationship is entered into and who act in pursuance of a commercial, private or independent professional activity (hereinafter: customers). Alternative terms and conditions on the customer's side are not applicable. Individual agreements made with the customer in particular cases (including collateral agreements, supplements and amendments) precede in each case these General Terms & Conditions. A written agreement or written confirmation by EUROSOL shall be decisive for the content of such agreements. Exceptions are possible if EUROSOL has given its prior written consent thereto. Upon conclusion of contract, the customer automatically accepts these terms and conditions.

### **Art. 2. CONCLUSION OF CONTRACT**

1. Offers on the part of EUROSOL are non-binding. The customer's order constitutes a binding offer. Unless otherwise stated in the order, EUROSOL is entitled to accept the contractual offer within 3 weeks after its receipt. The acceptance can be declared either in writing through an order confirmation or by delivery of the goods to the customer.
2. The extent of the contractual debt is based on the confirmation of order by EUROSOL. Specifications regarding qualities and performance characteristics of the goods are for illustration purposes and are non-binding, unless a different agreement has explicitly been reached in writing. Likewise, public statements, advertisements or other forms of advertising do not constitute a contractually binding description of the quality of the goods. The right to minor deviations from specifications regarding dimensions, weight, composition and quality is reserved.
3. EUROSOL furthermore reserves the right to modifications even after dispatch of a confirmation of order, insofar as these changes do not contradict neither the confirmation of order nor the customer specifications. Modifications or deviations of the promised services can only be conducted by EUROSOL as far as they are reasonable for the customer.

### **Art. 3. PRICES AND TERMS OF PAYMENT**

1. Prices are calculated ex warehouse plus the applicable legal VAT as well as the transport costs incurred. At a sale involving the carriage of goods (Versendungskauf) pursuant to § 4 (1) sentence 2 the customer shall bear the costs of carriage ex storage and if requested by the customer the costs of a transport insurance
2. The customer is obliged to pay 100% of the agreed price at the latest on delivery or to collateralise said payment by a bond that is in line with customary banking practice unless other agreements have been made in writing. Payment of the balance is due within 8 days upon issue of invoice without deduction.
3. With the expiry of the agreed payment deadline the customer shall be in default. If the customer defaults with regard to payment, EUROSOL shall be entitled to claim default interest at the statutory amount. If EUROSOL is able to prove damages caused by delay in payment exceeding the statutory amount, EUROSOL shall be entitled to claim these additional damages.
4. With regard to contracts with an agreed delivery period of more than three months, EUROSOL reserves the right to increase prices in accordance with cost increases based on labour agreements or increases in material costs. However, such a price increase must not exceed a maximum of 5% of the agreed price.
5. If payment in instalments has been agreed upon, the complete remainder shall become due for payment immediately, without consideration of the maturity of potential drafts, if the customer defaults on an instalment either partially or in full and if the amount by which he defaults is at least one tenth of the agreed price.
6. The customer shall have rights of set-off or rights of reservation only if his counter-claims have been legally determined, are undisputed or have been recognised by EUROSOL.

#### **Art. 4. DELIVERY**

1. Delivery is made ex storage, which is also the place of fulfilment. By the request and at the expense of the customer the goods are sent to any other destination.
2. Dates and periods of delivery are agreed between the customer and EUROSOL in writing and for each contract individually. Periods of delivery commence upon conclusion of contract. If modifications to the contract are agreed upon subsequently in writing, a new date or period of delivery is to be agreed upon at the same time if required.
3. In order to be able to adhere to agreed periods of delivery, it is necessary that EUROSOL receives all documents, permits and clearances, plans and other necessary material to be supplied by the customer.
4. In case of default, the customer may stipulate a period of grace of 30 days for EUROSOL in writing, stating that he shall refuse acceptance of the consignment following expiration of said period. After unsuccessful expiration of said period of grace, the customer shall be entitled to claim damages for breach of contract. The entitlement to delivery is excluded in the cases referred to under this item.
5. Partial deliveries are permissible insofar as they are reasonable for the customer.

#### **Art. 5. TRANSFER OF RISK**

1. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer no later than when the Goods are handed over. At a sale involving the carriage of goods (Versendungskauf) pursuant to § 4 (1) sentence 2 the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall already pass with the delivery of the goods to the carrier, the freight forwarder or the other person or institution determined to execute the shipment. Insofar as an acceptance has been agreed, such acceptance shall be decisive for the passing of risk. Incidentally, the statutory regulations of the law governing contracts for work and services (Werkvertragsrecht) shall also apply accordingly to an agreed acceptance. It is deemed equivalent to the handover or acceptance if the customer is in default with the acceptance.
2. The customer is obliged to accept the goods provided by EUROSOL within 8 days following provision at the latest. Deliveries must be accepted if they exhibit insignificant defects.
3. If the customer is in default of acceptance, if it fails to provide an act of assistance or if the delivery is delayed for other reasons for which the customer is responsible EUROSOL is entitled to request compensation for the thus arising damages including additional expenses (e.g. storage costs).

#### **Art. 6. RESERVATION OF TITLE**

1. Delivered goods shall remain the property of EUROSOL until all receivables (including all current account balance claims) owed to EUROSOL by the customer from the ongoing business relationship now or in future, have been settled.
2. Pledges or transfers by way of security are not permissible. Should third parties access the reserved goods, the customer shall point out to them that these are the property of EUROSOL and shall inform the latter immediately. Costs and damages are to be borne by the customer.
3. In case of a conduct by the customer that violates the contract, especially in case of default in payment, EUROSOL is entitled to terminate the contract and to demand the return of the goods on the basis of the reservation of title and the termination, even if the goods were already criticized. If the customer does not pay the due purchase price EUROSOL may only make use of these rights if EUROSOL has unsuccessfully set the customer a reasonable deadline for payment in advance or such setting of a deadline is unnecessary according to the statutory provisions.
4. The customer has the right to process and sell the reserved goods in proper business transactions as long as he is not in default. In this case, the following provisions shall apply in addition:
  - a) Processing or alterations always take place for EUROSOL as the seller, however, without any obligations on its part. Should the title of EUROSOL expire through connection, it is agreed that the customer's title to the unit shall be transferred to EUROSOL in accordance with its proportional value

(invoice value). The customer shall safeguard the (shared) property of EUROSOL free of charge. Incidentally, the same shall apply to the product arising from processing as to the good delivered under reservation of title.

- b) The customer assigns any and all receivables resulting from resale or other legal grounds with regard to the reserved goods (including all current account balance claims) to EUROSOL at this point in time by way of security. The customer's obligations, stated in section (2), shall also apply in consideration of the claims assigned.
- c) EUROSOL hereby revocably authorizes the customer to collect the receivables assigned to EUROSOL for its account in his own name. EUROSOL undertakes not to collect the claim as long as the customer meets its payment obligations towards EUROSOL, is not in default of payment, no application has been filed for the opening of insolvency proceedings and there is no other deficiency to its ability. However, if this is the case EUROSOL can request that the customer informs EUROSOL of the assigned claims and its debtors provides all information which is necessary for the collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- d) If the realizable value of all existing securities for EUROSOL exceeds the existing receivables sustainably by more than 10%, EUROSOL shall, upon request of the customer, release securities at EUROSOL's discretion.

#### **Art. 7. CONTRACTUAL RIGHT OF LIEN**

On the basis of its receivables from the contractual relationship with the customer, EUROSOL has a contractual right of lien to the objects entering into its possession as a result of the contractual relationship. The contractual right of lien may also be exercised with regard to receivables from works, replacement deliveries and other services rendered at an earlier point in time, insofar as these bear a connection to the object of agreement. With regard to other claims towards the customer, the contractual right of lien shall only be valid insofar as those claims are undisputed or have been determined by a court.

#### **Art. 8. WARRANTY**

1. The customer is obliged to inspect the goods immediately upon receipt and, if defects are found, to notify EUROSOL without delay in writing.
2. In case of failure of the customer to file such complaint, the goods are deemed accepted, unless the defect was not identifiable upon inspection. Apart from the aforementioned, Art. 377 following HGB [German Commercial Code] shall apply. Hidden defects may not be claimed if two years have passed since delivery.
3. The warranty claims are limited to repair or replacement delivery at EUROSOL's discretion. If repair or replacement delivery is unsuccessful, the customer is entitled to demand either a reduction in price or a cancellation of contract.
4. If, following unsuccessful supplementary performance, the customer claims damages, the goods shall remain with the customer insofar as this is reasonable for the customer. The damages are limited to the difference between the purchase price and the value of the defective goods. If, following unsuccessful supplementary performance, the customer chooses to withdraw from the contract, he shall not be entitled to any additional damages for the defect.
5. Further claims by the customer, in particular due to secondary damages resulting from defects, are excluded, unless they result from the absence of guaranteed characteristics. The above does not apply in case of intent, gross negligence or violation of essential contractual obligations on the part of EUROSOL.
6. The customer is not given any guarantees by EUROSOL.

#### **Art. 9. OTHER LIABILITY**

1. Claims for damages by the customer, regardless of the legal grounds, are excluded. This does not apply in cases where legal liability is mandatory. Damages for the violation of essential contractual obligations are limited to the foreseeable damages typical of this type of contract, unless they are the result of intent or gross negligence. Changes to the burden of proof to the customer's disadvantage do not result from the

aforementioned provisions.

2. If the customer sells the delivered goods in altered condition or after connecting them with other goods, he shall indemnify EUROSOL from third-party product liability claims in their internal relationship insofar as he is responsible for the defect triggering liability.
3. Changes to the goods as well as any labelling regarded as the customer's or a third party's mark of origin are not permissible.

#### **Art. 10. DISCLAIMER**

The exclusions and limits of liability stipulated within these General Terms & Conditions do not apply to:

1. Damages arising from a violation of life, body or health based on a negligent violation of duty on the part of EUROSOL or an intentional or negligent violation of duty on the part of a legal representative or agent of EUROSOL,
2. other damages arising from a grossly negligent violation of duty on the part of EUROSOL or an intentional or grossly negligent violation of duty on the part of a legal representative or agent of EUROSOL.

#### **Art. 11. INFORMATION ACCORDING TO ART. 33 BDSG [Federal Data Protection Act]**

The customer is hereby informed of the fact that EUROSOL saves the customer's personal data electronically for purposes of contractual administration, invoicing and statistical evaluation. This refers to data such as name, address, bank details as well as data from the execution of contract.

#### **Art. 12. SEVERABILITY CLAUSE, JURISDICTION**

1. If parts of these terms and conditions are invalid or in violation of applicable laws, the remaining clauses shall remain unaffected.
2. The exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the official location for EUROSOL in Ludwigshafen. EUROSOL is, however, entitled to file an action at the general place of jurisdiction of the Customer.
3. This contract is exclusively governed by German law, under the exclusion of the laws applicable to the international sales of movable goods, even should the purchaser's registered offices be abroad.

Version July 2013