

I. General provisions

The present General Business Terms and Conditions ('BTC') apply to all business transactions entered into by TRAWEMA GmbH and their customers ('customer(s)'). These terms apply only if the customer is an entrepreneur within the meaning of the German Civil Code (BGB), a public law entity or a special fund under public law.

Our BTC shall apply exclusively to all business transactions with our customers. Notwithstanding anything to the contrary contained herein, separate, individual agreements concluded with the customer shall take precedence over the provisions in these terms. Such individual agreements require written form and/or our written confirmation to be effective. If single regulations of this BTC are suspended by such an agreement all other regulations of this BTC shall not be affected. Any conflicting or diverging terms and conditions of the customer hereby are rejected or are only recognized, if we expressly agree to their application. The present terms shall apply even if we effect delivery to the customer without reservation while being aware of such conflicting, diverging or supplementary terms of the customer.

These BTC shall apply within the scope of an ongoing business relationship also to any and all future transactions with the customer without need for an explicit reference in each case.

Any agreements on behalf of the execution of the contract and any legally relevant representations and notices to be made to us by the customer after conclusion of the contract (incl. deadlines or grace periods, notices of defects, revocation of the contract or price reductions) need to be made in writing to be effective.

II. Offer

Our offers are without engagement and obligation. This provision also applies if we provide the customer with technical documentation, other product information, figures, drawings, calculations, spreadsheets and other documents. The mentioned documents and so forth are subject to retention of title and copyrights. No third persons shall get access to these documents and their content, especially such documents that are marked "confidential".

III. Prices; terms of payment; customers' lien

If not otherwise noted in the acceptance of order all prices are quoted ex warehouse, without packaging, costs of loading, transportation insurance, transportation, customs clearance and insurance but are subject to VAT at the rate in effect at the time the invoice is issued.

If not otherwise noted in the acceptance of order, customers' payments have to be made within 30 days from the day the invoice is issued.

The customer shall not be entitled to assert a lien, to refuse performance, or to setoff against a claim of made by us, unless the counterclaim of the customer is undisputed or has been validly decided by a final and non-appealable decision.

IV. Delivery Periods

Our observation of the delivery or performance periods is subject to the customer's due and timely compliance with all contractual obligations. We reserve the right to refuse performance in accordance if the customer fails to render the agreed consideration.

Any events of force majeure which concern us, or our supplier, or our subcontractor, such as natural disasters, civil unrest, war, strikes, accidents, governmental orders, third party interference, etc., postpone the delivery periods by the duration of the hindrance by the force majeure event plus a reasonable start-up time, without entitling the customer to assert any compensation claims from such hindrance or postponement against us. Any and all unavoidable events which unreasonably complicate the delivery or make it impossible and which we could not avert despite of reasonable care according to the circumstances of the individual case, such as lack of raw material or supplies, machinery breakage, lack of energy, obstruction of routes, unless they are only of a short term duration, shall be equal to such events of force majeure - even if they concern our supplier or subcontractor. We will notify the customer of the occurrence of a hindrance by a force majeure event or an equated event. If the hindrance takes longer than 3 months, we shall be entitled to rescind the contract. The customer has the same right. Claims for damages of the customer due to the rescission declared by us or the customer pursuant to this reasons shall be excluded.

V. Transfer of risk

The risk of accidental loss of or accidental damage to the goods passes to the customer when the goods are handed over to the customer. In case of a sales shipment, the risk of accidental loss of or accidental damage to the goods as well as the risk of delay already pass to the customer upon delivery of the goods to the forwarder, carrier or other third party authorized to collect the goods. In the event of default of acceptance, the risk shall pass to the customer upon default.

VI. Defects; limitation period

The limitation period for claims of the customer shall be 12 months as of the beginning of the statutory limitation period.

The customer shall only have rights arising from a material defect if the customer notifies us in writing of the material defect immediately after receipt of the delivery. Material defects which cannot be discovered in the course of an ordinary inspection of received goods shall be reported to us in writing immediately after their identification, otherwise the delivery will be, also in regard of this material defect, deemed as approved. This provision shall not apply to contracts for works and services and if the defect was fraudulently concealed.

Claims upon defects shall be excluded for damages and dysfunctions that are due especially to natural wear and tear, incorrect installation resp. putting into service by the customer, improper use and operating errors, usage in an unsuitable environment following the products' specifications, and non-implementation of necessary or recommended maintenance. Likewise, no warranty can be given if parts replaced or consumables are used which do not meet the original specification.

The purchaser may request in case of defects, at our option, rectification of the defect or delivery of conforming goods. The Buyer shall be reserved for the case of failure of the rectification or delivery of conforming goods to reduce or to withdraw from the contract, after he so has declared in writing. As far as the customer is obliged, to assert rights, to set a reasonable deadline for the execution of our services, the period is only appropriate when it is not shorter than 20 days. A failure of rectification occurs when two attempts fail. If the defect is not detectable, the customer shall pay the costs of the investigation.

Warranty claims against us are only for the immediate purchaser and are not transferable.

VII. Retention of title

We will retain legal ownership of the delivered goods until full payment. In the case of behaviour contrary to the contract especially in the case of delay of payment we are entitled to take back the delivered goods or to request assignment of the customers' claim for return against third parties. The taking back and the levy of execution of the delivered goods by us shall not be a cancellation of the contract unless expressly declared in writing. After taking back the goods we are entitled to liquidate the goods; in this case the sales revenue minus costs shall be deducted from the customers' debt.

The customer may resell and/or process/blend or combine the goods subject to retention of title in the ordinary course of business. In this case, we also will retain legal ownership of the delivered goods until full payment. In case proprietary rights of third parties continue after such processing, blending or combination, we acquire joint title to the new product in proportion to the invoice values of the processed, blended or combined goods. The customer has at his own expenses to insure the entitled goods against risks of fire, water and theft for the value of new. The customer has to conduct all necessary maintenances or inspections of the entitled goods professionally and in time at his own expenses. In case of levy of execution or other accesses to the entitled goods the customer is obliged to point out our title and to notify us immediately in writing. If the third party is not capable to reimburse our judicial and extrajudicial costs, the customer shall be liable.

VIII. Liability limitation

For damages other than to the delivered goods we shall only be liable in case of wilfulness, wilfulness or gross negligence of our executive bodies, representatives or leading employees, in case of negligence violation of life, of body and personal health, and we do not exclude or limit liability to claims of the customer made on the basis of the German Product Liability Act (ProdHaftG). In case of negligence breaches of essential of contractual obligations we shall also be liable in case of gross negligence of all our employees in an case of simple negligence. In the case of simple negligence our liability shall, however, be limited to the foreseeable damage normally covered by a contract. Further claims are excluded.

If claims concern the breach of industrial property rights and copyrights, trademarks, brands, patents we will exempt the customer if the design of the delivered good does not derive from the customer. Our obligation of exemption shall, however, be limited to the foreseeable damage normally covered by a contract. The exemption is under the condition that the claimed breach of right is inherent only in the construction of the delivered good and not in the joint or the use of other products being carried out by the customer.

XI. Place of performance, applicable law and place of jurisdiction

Place of performance shall be our place of management if not otherwise said in the confirmation of order. The exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contract shall be our place of management. We, however, reserve the right to bring our claims against the customer at the general place of jurisdiction of the customer. These business transactions and all legal relationships between us and the customer are subject to the laws of the Federal Republic of Germany under exclusion of all international and supranational (contractual) legal systems including, without limitation, the UN Convention on Contracts for the International Sale of Goods. The legal requirements and effects of the retention of title clause under Section VII are subject to the laws applicable at the location of the goods to the extent the laws of the Federal Republic of Germany are invalid or ineffective.

Düren, 15. September 2015