

## General Terms and Conditions of Purchase

### I. General

These General Terms and Conditions of Purchase ("Terms") shall apply exclusively for any order ("Order") and purchase contract ("Contract") of SWF Krantechnik GmbH, unless the parties agree otherwise in writing. Modifications or amendments to these Terms must be agreed in writing. These Terms shall supersede any other or different terms and conditions even if the Purchaser has not explicitly excluded them. In the event of any inconsistency between the Contract and these Terms, the Contract shall govern.

### II. Scope of Delivery, Standards and Modifications

1. The Equipment shall be deemed to include any documentation material, component, equipment and services, which are necessary for the delivery and the intended use of the Equipment.
2. The delivery of the equipment ("Equipment") shall meet all the technical specifications specified in the Contract and shall be delivered to the Purchaser in accordance with the delivery time specified in the Contract ("Delivery Time").
3. The Supplier warrants that the design, manufacture, marking and documentation of Equipment or service provided are in accordance with the Contract, any applicable technical standards, laws and regulations, the directives of the European Union, and the safety regulations and instructions prevailing from time to time.
4. Any modification, alteration or change to the Equipment shall not be done without a prior written consent of the Purchaser.

### III. Documentation and Transfer of Title

1. The Supplier shall provide to the Purchaser the agreed technical documentation, drawings, operation and maintenance instructions, corresponding the actual performance or delivery, in good time before the delivery of the Equipment, so that the Purchaser has a reasonable time to approve the documentation. Such approval by the Purchaser shall, however, not affect the warranties or guarantees of the delivery given by the Supplier.
2. All documentation, drawings, software, tools or equipment submitted by the Purchaser to the Supplier, shall remain the exclusive property of the Purchaser. Such documentation or equipment shall not be used for any other purposes than for the fulfillment of the obligations under the Contract and shall be sent back to the Purchaser without request of the Purchaser after the completion of the Contract.
3. The title to Equipment or any parts thereof delivered by the Supplier shall be transferred to the Purchaser at the time the Equipment or any parts thereof are delivered to the Purchaser.

### IV. Price and Payment Terms

1. The purchase price shall fully cover the costs of all the obligations of the Supplier. The purchase price shall include all packing and transportation costs, value added taxes, bank charges and any other similar taxes, duties or charges payable by the Supplier, as well as all other expenses the Supplier may incur through its performance of the Contract. Any adjustment to the purchase price shall be agreed separately in writing.
2. If expressly agreed in writing that the Purchaser shall bear the transportation costs, the most favorable transportation must be chosen for the Purchaser.
3. Unless otherwise agreed in writing, the Purchaser shall pay within 14 days 3 % cash discount or within 60 days net after the delivery and receipt of invoice.
4. The Purchaser may deduct any amount owed by the Supplier from any payment of the purchase price. The Purchaser shall pay the disputed amounts of payments only after the final settlement of such disputes.

### V. Delivery Term and Passing of Risk

1. Any agreed delivery term shall be construed in accordance with INCOTERMS 2000. If no delivery term is specifically agreed, the delivery term shall be DDP the place of ordering unit of the Purchaser.
2. The Supplier is not entitled to partial deliveries or supply of services without a prior written consent of the Purchaser.
3. The risk passes to the Purchaser, when the delivery has been taken over or the service has been accepted by the Purchaser.

### VI. Delivery Time

1. After the delivery and the successful completion of the specified inspections and tests, the delivery of Equipment is deemed to have taken place, provided that the Equipment meets all the requirements set forth in the Contract for the quality and workmanship, and the Purchaser has received all documentation.
2. No delivery should be performed prior the agreed delivery date without prior written consent of the Purchaser.

### VII. Delay of Supplier

1. Should the Supplier have reason to assume that he will not be able to keep

the delivery time, he shall immediately notify the Purchaser, stating the cause and estimated duration of the delay.

2. Should the delivery time be exceeded for any reason other than Force Majeure, or for a reason attributable to the Purchaser, the Purchaser shall be entitled to compensation, as liquidated damages, of 1 % of the purchase price of Order for each beginning calendar day by which the delivery time is exceeded, up to the maximum of 15 % of the purchase price of Order.
3. In the event of the Supplier's delay continue after the maximum amount of the liquidated damages has fallen due, the Purchaser shall be entitled to terminate the Contract with immediate effect.
4. In addition to the liquidated damages, the Purchaser is always entitled to further compensation of the damages due to the delay, such as additional costs of Purchaser.

### VIII. Warranty

1. The Supplier guarantees that the Equipment complies in every respect with the requirements of the Contract and that they are free from any defect in design, materials or workmanship and suitable for the intended purpose.
2. The warranty period shall be 24 months from the date of acceptance of the end customer or 36 months from the date of taking over of the Purchaser, whichever expires earlier.
3. The defects occurring during the warranty period shall be repaired or replaced without delay and without any additional cost to the Purchaser or to the end customer.
4. Should the Supplier refuse, or fail, to fulfill his guarantee obligation to the Purchaser's satisfaction within a reasonable period of time, the Purchaser shall be entitled to have the defect repaired or replaced by a third person at the Supplier's expense. The same right shall apply, if in case of urgency the Purchaser finds it inappropriate to wait for the Supplier to carry out the work.
5. The guarantee obligation of the Supplier shall not extend to the defects, which are duly proved to be caused directly by wrong or negligent operation, overloading or inadequate maintenance.
6. The Purchaser guarantees that the availability of the spare parts for 10 years after the delivery.

### IX. Liability and Insurance

1. The Supplier indemnifies and keep the Purchaser indemnified against losses and claims for injuries or damage to any person or property which have incurred to Purchaser or to third party by the Supplier or its sub-contractor and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto. Both Parties are not liable for loss of production, loss of profit or other financial loss, except for the case of gross negligence and intent.
2. Supplier shall maintain adequate insurance to cover any liability it may occur in connection with its obligations pursuant to the Contract. The insurance coverage limit shall not be lower than the equivalent of two million (2.000.000) EURO. Upon demand, Supplier shall submit all requested certificates of its or its subcontractors insurances to the Purchaser. All changes in the insurances shall be notified without undue delay to the Purchaser. The obligation to maintain insurances shall have no effect or limit the Supplier's liability by the law or the liability of its subcontractors.

### X. Infringement of Intellectual Property Rights

The Supplier guarantees that the Equipment shall not infringe any copyrights, patents, designs or other intellectual property rights of third parties. In case of such infringement, the Supplier indemnifies and keeps the Purchaser indemnified against losses, claims, damages and for all consequences of infringement on intellectual property rights.

### XI. Sub-contracting and Assignment

1. The Supplier is not entitled to subcontract the Contract or any part thereof, without the prior written consent of the Purchaser. The subcontractor shall warrant to fulfill the same conditions as the Supplier, in particular the quality standards and insurances. The Purchaser is entitled to terminate the Contract immediately, if the Supplier breaches this clause.
2. The Supplier is not entitled to transfer or assign Contract(s) or any part of it without the prior written approval of the Purchaser.

### XII. Applicable Law and Settlement of Disputes

1. The Contract shall be governed and construed in accordance with the laws of Purchaser's place of incorporation.
2. Any disputes arising in connection with this Contract shall be finally settled by arbitration in accordance with the Arbitration Rules of German Institution of Arbitration e.V. (DIS). The arbitration shall take place in Frankfurt am Main. The language of the arbitration proceedings is English. Notwithstanding the above, the Purchaser shall be entitled to take action at the courts of the Supplier's place of domicile.