

## General Conditions of Sale and Delivery

### I. Validity

1. These general conditions of sale and delivery terms apply to our entire and also future contracts and other services in the commercial sector (compared to contractors and companies).

We hereby expressly object to the validity of the Buyer's conditions as far as they do not agree with these standard conditions of sale and delivery terms; they also do not obligate us if we waive another explicit objection after we have received such.

2. Any changes or a supplement to these standard conditions of sale and delivery terms as well as the relinquishment of the written form requirement requires the written form.

### II. Offers/ Conclusion

1. Our offers are not binding. The obligation to deliver only then exists after we have confirmed the order in writing. Any documents submitted along with the offer, such as catalogues, prospectuses, diagrams, etc. only contain approximate information and descriptions.
2. Our Written order confirmation is authoritative. The right to delivery item changes due to technical further development is reserved.
3. We reserve the right to subject the buyer to reasonable technical and design deviations from information in prospectuses, catalogues and written documentations as well as model, constructions and material changes in the course of technical progress and the further development without having rights derived against us for these reasons.

### III. Prices and Payments

1. Our prices are valid in EURO ex works plus statutory VAT including packaging.
2. If not otherwise specified, we are bound to the prices contained in our offers for 30 days as of their date. Otherwise, the prices listed in our order confirmation plus the respective VAT shall be authoritative.  
  
Additional deliveries and services will be billed separately.
3. Invoices are payable net, clear of charges within 30 days as of invoice date. Payments are only then considered as having been received as of the day at which our bank has credited them as per value date.
4. Contested counterclaims or such that we have determined to be invalid do not entitle the buyer to either retention of off-set. This does not apply to recoupment from the same contractual relationship.
5. If the payment date has been exceeded, we shall calculate interest as of the relevant period amounting to 5% above the respective base rate of the European Central Bank (ECB). We also reserve the right to continue calculating all other arising costs such as charges due to increased bank charges.
6. Upon payment default of the buyer, or fundamental deterioration of his credit-worthiness after contract conclusions, all claims will become payable immediately, even in the case of deferral. Moreover, in this case we are entitled to demand pre-payment or security deposits and rescind all existing conclusions after a suitable grace period. The arising costs will be borne by the buyer.

### IV. Delivery

1. We strive to punctually maintain the specified delivery times. The agreement of binding delivery dates or deadlines requires the written form.
2. Delivery times will be extended by the period of the hindrance plus a suitable start-up time in cases of superior force, war, strikes, lock-outs, political unrest, transportations obstacles, acts of public authorities, etc. as well as upon occurrences of unforeseen obstacles independent of our will, no matter whether they occur at our factory or at our sub-contractors (e.g. operating trouble, fire damages, unforeseen material procurement difficulties, etc.)
3. Deliveries in instalments are permitted as far as reasonable to the customer.
4. We are liable towards the buyer for delivery delays according to the legal provisions, if the delivery delay is based on a premeditated or grossly negligent breach of duty for which we are responsible. If the delivery delay is not based on a premeditated or grossly negligent breach of contract, our liability is limited to the foreseeable, typically occurring damage.

### V. Passing of Risk

1. Shipment always occurs at the risk of the buyer.
2. The risk is transferred to the buyer as soon as the shipment has left our factory and even then if freight-free delivery had been agreed. If the shipment is delayed at the request of the buyer, the risk together with the notification of shipment readiness is transferred to the buyer. If requested by the buyer, the delivery will be insured against transportation and fire damages at the expense of the buyer.
3. If not otherwise specified by the buyer, the type of shipment, shipment route and packaging will be the customary selection, at our discretion, and at the expense of the buyer.

### VI. Warranty/ Compensation

1. Obvious defects of our delivery must be notified in writing immediately, by the latest however within 10 days after having received the goods. Non obvious faults must be notified in writing by the latest 10 days as of the day of discovery. Defective objects must be kept in readiness in the conditions in which they were found as of the period of discovery of the alleged defect for viewing by us or our representative. Liability for normal wear is excluded.
2. Justifiably alleged defects in our service will be eliminated by the subsequent fulfilment. We are entitled to the elective franchise, whether subsequent fulfilment by eliminating the defect or delivery of a defect-free item. If subsequent fulfilment within a suitably set deadline fails, the buyer may withdraw from the contract or reduce the price by a suitable measure.
3. The warranty period of 36 months from date of manufacturing. The prevailing warranty period regulations do not apply as far as the law proscribes compulsory longer periods.

4. Claim for damages of the buyer, no matter the legal reason, are excluded. This does not apply to cases of premeditation or gross negligence, due to hazard to life, body or health, for liability according to the product liability law, for warranty we have assumed for which damage due to a liable violation of fundamental contractual duties or in other cases of a legally obligatory liability.

However, liability for the violation of fundamental contractual duties is limited to the replacement of the contract typical, predictable damage.

5. Only the direct buyer is entitled to claims from warranties. These cannot be transferred.

### VII. Retention of Title

1. We reserve the right to retain the ownership of the delivery item until the complete fulfilment of all our entitled claims towards the buyer from the entire business relationship.

The buyer must insure the reserved goods against theft, damage, destruction and coincidental ruin (especially fire and water) and to prove this upon request. The buyer must provide information about the whereabouts of the reserved goods and must permit us and our representative access to the storage site.

2. In the case of processing the delivery item and its connection, we acquire joint ownership of the manufactured new item in the relation of the value of the reserved goods to the value of the new item created by the processing. For the value of the reserved goods and the value of the new item, the invoice value, or alternatively the market value is authoritative, whereby the period of processing of the value of the processing is authoritative. The buyer will take action for us during processing however without acquiring any claims against us due to the processing.
3. The buyer shall have the right to process or sell reserved goods in proper business transactions provided he is not in payment default to us. The buyer will now relinquish such claims entitled from such sales herewith to us in complete scope for security reasons. We herewith authorise the buyer until revocation to collect the transferred claims for his invoice in his own name. If required to do so, the buyer will disclose the transfer and will hand over the required information and documents.
4. If the securities exceed our claims by more than 25%, then we are obliged to release the surplus part of our entitled securities of the buyer at his request, or at the request of his creditors.
5. The buyer must inform us immediately if execution in reserved goods or in claims that have been transferred to us by advance transferral have been made. The buyer bears the expenses and damages.

### VIII. Export Orders

Deliveries to other countries only occur on the basis of these standard conditions of sale.

If the goods are delivered to another member country of the European Union (EU), then the buyer is obliged to inform us of his VAT Identification Number over which the delivery shall be transacted and his branch of trade before the shipment.

If the legislation of the buyer's country makes the remittance of the purchase price difficult, or if the foreign currency of this country should drop, then we are entitled to reject the delivery without recompensing damages or to demand a corresponding modification of the terms and conditions of sale and delivery dates. The buyer is equally obliged to immediately compensate any possible exchange rate fluctuations that occur to our disadvantage, provided the orders will be paid in currencies other than in Euro.

Disputes will be conclusively decided upon according to the rules of conciliation and arbitration of the international trade chamber by one or several designated arbitrator(s) in accordance with these rules, if both parties agree to this process.

### IX. Construction Modifications

We reserve the right to implement construction modifications at any time, but are not obliged to implement such changes to already delivered products.

### X. Copyright

If deliveries take place according to drawings, patterns, or other specifications of the buyer and if patent, pattern, or trademark rights of third parties are violated, the buyer will be liable on our account for the ensuing damage and loss of profit.

### XI. Data Privacy

We work with a computer system. The buyer thus consents his express agreement for the processing and storing of data within the scope of contractual relationships that have become known and that are necessary for the transaction of the order.

### XII. Place of Performance and Venue

Place of performance for the delivery is the respective place of dispatch of the goods. Place of performance for payment is Salzgitter, Germany.

Venue for all of the disputes arising from the contractual relationship is, provided the buyer is a merchant, the County Court of Salzgitter without consideration of the amount of the item of value, or the Regional Court of Braunschweig, according to our choice.

However, we have the right to take action against the buyer even at the Court relevant for his location.

The laws of the Federal Republic of Germany apply to the judgement of the entire legal relationship to the buyer. The application of international sales law, especially the uniform UN sales law (CISG) shall not apply.

### XIII. Final Provision

Should individual provisions of these conditions of sale be or become ineffective, then the validity of the remaining provisions remains unaffected. The relevant provision will be replaced by an effective provision that is suitable to the economic purpose to the greatest extent possible. The same applies to the existence of a gap.

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In case of uncertainties which arise due to errors in translation, the German version of these terms of sale and delivery is the legally binding one.