

Terms and Conditions of Main-Metall International AG (MMI)

01.04.2012

1. Scope

For all deliveries and services provided by MMI to companies (hereinafter: the customer), unless expressly stated otherwise, only the following Terms and Conditions of MMI apply. They also apply to future business relationships, even if they are not expressly agreed again. Conflicting or deviating conditions of the customer do not become part of the contract, even if MMI does not expressly contradict them.

2. Conclusion of contract

2.1 Offers from MMI can change, unless they are expressly marked as binding in the offer text. A contract is only concluded when MMI confirms the order in writing. The written order confirmation from MMI is decisive for the content and scope of the contract.

2.2 Submitted cost estimates, illustrations, drawings, samples, samples, data and other documents (protected material) are know-how and company secrets of MMI (or the affiliated companies of the Main-Metall group). MMI reserves all rights to the protected material. The protected material is to be treated confidentially by the customer and may not be passed on to third parties. Any use of the protected material by the customer requires the prior written consent of MMI. In particular, the customer is not permitted to use or evaluate the protected material for his own developments or developments by third parties.

2.3 Changes to the technical design of the ordered goods are permitted, unless this leads to a significant change in function or the customer can prove that the change is inappropriate for him.

2.4 MMI only guarantees the quality or durability of a thing if this has been expressly promised in MMI's order confirmation or in its advertising.

3. Advice and aptitude test

As far as MMI provides consulting services, this is done to the best of our knowledge. Information and indications about the suitability and application of the goods do not release the customer from his own controls and tests, considering his specific application and installation conditions.

4. Delivery time and force majeure

4.1 Delivery times that are not expressly designated as binding are non-binding.

4.2 The beginning of the delivery period specified by us presupposes clarification of all technical questions and is extended appropriately if the customer delays or omits necessary and agreed cooperation.

4.3 Delivery dates and delivery times are subject to the condition that we ourselves are supplied correctly and on time.

4.4 In the event of subsequent changes requested by the customer or in the event of delivery obstacles for which MMI is not responsible (in particular natural disasters and industrial disputes that affect MMI directly or its sub-suppliers), the delivery period will be extended accordingly. In this case, MMI will inform the customer of the start and end of such circumstances as soon as possible. MMI is also not liable for malfunctions or delays not caused by

itself. If, for such reasons, it becomes unreasonable for MMI to fulfil the contractual obligations, MMI is entitled to withdraw from the contract. The customer does not have any claims for damages due to such a withdrawal. The right of withdrawal also exists if the customer initially has been informed about an extension of the delivery time.

5. Transfer of risk, insurance

5.1 Unless otherwise stated in the order confirmation, delivery terms are "ex works".

5.2 The risk of accidental loss and accidental deterioration of the goods and services passes to the customer upon preparation of shipment and notification of readiness for dispatch. This also applies if the shipment is delayed due to circumstances for which MMI is not responsible. If there is no notification of readiness for dispatch, the risk passes to the customer when the goods are handed over to the carrier, and in any case the latest upon leaving the factory or warehouse. This also applies in the case of using MMI means of transport.

6. Prices, price changes

6.1 Unless otherwise agreed, the prices apply ex works excluding loading, packaging and other shipping and transportation expenses (such as freight charges, insurance). The packaging will be charged at cost and only taken back if MMI is obliged to do so due to mandatory legal regulations. Statutory VAT is also calculated separately.

6.2 If there is a period of more than 3 months between the conclusion of the contract and the provision of the delivery and notification of readiness for dispatch, without this being caused by a delay in delivery for which MMI is responsible, MMI may change the prices appropriately. This applies in particular if, after the contract has been concluded, cost reductions or increases, e.g. due to changes in technical execution in the sense of point 2.3, from collective bargaining or material price changes. MMI will provide proof on this to the customer on request.

7. Terms of payment

7.1 All payments are due without any deductions immediately after delivery and receipt of the invoice. The customer is in default at the latest if he does not pay within 30 days of the due date and receipt of the invoice.

7.2 During the delay, the customer has to pay interest on the monetary debt in the amount of 8 percentage points above the base rate. MMI is entitled to invoice € 5.00 for each reminder. We reserve the right to assert further claims for damages due to delay.

7.3 In the event of late payment by the customer, MMI is entitled to immediately call all claims from the entire business relationship. Discount agreements, discounts, price reductions, etc. are considered to have expired in this case.

7.4 In the event of non-compliance with the payment terms, MMI is also entitled to request immediate cash payment for all deliveries. If there are circumstances that question the creditworthiness of the customer (such as non-compliance with the payment terms), MMI is entitled to make outstanding deliveries only against prepayment, cash on delivery or security or to withdraw from the contract and to claim damages. Furthermore, MMI is

entitled to retrieve the goods at the customer's expense immediately after MMI has withdrawn from the contract.

8. Dimensions, weights, delivery quantities

8.1 MMI indicates measurements and weights to the best of its conscience in the offers and order confirmations. However, this information does not constitute any particular information on properties. Minor deviations, especially in the case of casting-related excess or reduced weights, do not entitle the customer for any complaints, unless otherwise agreed.

8.2 In serial production, due to the special features of the metal casting process, excess or short deliveries of up to 10% are permitted.

9. Retention of title

9.1 Deliveries by MMI are always subject to retention of title. The goods remain the property of MMI until all claims from the business relationship with the customer have been paid in full. In the case of an ongoing invoice, the reserved property is considered security for the balance claim of the MMI.

9.2 The customer is entitled to resell the delivered goods in the ordinary course of business. In this case, he assigns his purchase price claim in the amount of the value of the reserved goods to MMI. At MMI's request, the customer must inform MMI of the debtors of the assigned claim and notify them of the assignment. However, the customer may neither pledge the reserved goods nor assign them as security.

9.3 Processing of the goods subject to retention of title is always carried out by MMI as manufacturer according to the meaning of § 950 BGB (legal conditions), but without binding MMI. The processed goods are considered reserved goods in the sense of these conditions. If goods subject to retention of title are processed or inseparably mixed with other items not belonging to MMI, MMI shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used at the time of processing or mixing. The co-ownership rights thus created are deemed to be reserved goods within the meaning of these conditions. Upon request, the customer will forward the information on MMI's property rights to the purchaser of the reserved goods.

9.4 The customer is authorized to collect the claims from the resale, without prejudice to MMI's authorization to collect. As long as the customer meets his payment obligations properly, MMI will not assert the claim itself. Upon request, the customer must inform MMI of the debtors of the assigned claims and notify them of the assignment. The right of MMI to notify the third party debtors themselves is not affected by this. The customer is prohibited from assigning the claim against the third party debtor to other third parties or agreeing a ban on assignment with the third party debtor.

9.5 The customer is obliged to notify MMI immediately and as quickly as possible of any attachment or any other impairment of security interests by third parties. The customer must hand over all documents necessary for the protection of MMI's rights and reimburse the costs resulting from the necessary intervention.

9.6 The customer must receive the delivered goods in perfect condition. He must also insure them against machine theft, fire, burglary and tap water damage at his own expense and provide proof of insurance and premium payment at the request of MMI.

9.7 If the realizable value of the collateral exceeds MMI's claims by more than 10%, MMI will release security at MMI's choice if requested by the customer.

10. Warranty, notice of defects, limitation period

10.1 The customer must examine the goods received for defects immediately upon receipt. The purchaser must report complaints in writing immediately after receipt of the goods, but at the latest within 10 days of receipt. For hidden defects, the same period applies from discovery. Warranty claims are void for defects that are not reported in time.

10.2 The customer must give MMI the opportunity to check the claimed defect on the spot. In the event of justified complaints, MMI will choose to either remedy the defect or deliver a defect-free product. If the defect is not remedied by MMI or a replacement is delivered within a reasonable period, the customer has the right to withdraw from the contract or to demand a reduction in the purchase price. Withdrawal is excluded if there is only a minor breach of duty by MMI.

10.3 The limitation period for warranty claims is:

a) 5 years for the delivery of items that were used for applications in accordance with their normal use and which caused the applications to be defective,

b) 1 year for delivery of other new goods to contractors. The period begins with the delivery of the item or acceptance of the service.

10.4 Warranty claims do not exist, in particular, for defects that arise after the transfer of risk as a result of unsuitable or improper use, incorrect assembly or start-up by the customer or third parties, inadmissible mode of operation, natural wear and tear, improper maintenance, unsuitable operating resources or due to special external influences that are not required in the contract. If the customer or a third party makes improper repairs, MMI is not liable for the consequences thereof. The same applies to any changes made to the delivered goods without MMI's prior consent.

11. Limitation of liability

11.1 In case of an injury to life, limb or health attributable to MMI or one of its legal representatives or indirect agents, MMI is liable in accordance with the legal provisions.

11.2 The following applies to other damage:

a) MMI is liable in accordance with the legal provisions for damages that are based on an intentional or grossly negligent breach of duty by MMI or its legal representatives or indirect agents.

b) For damage based on the breach of essential contractual obligations due to simple negligence on the part of MMI, its legal representatives or indirect agents, liability is limited to the foreseeable, contract-typical damage.

c) Claims for damages for other damages in the event of violation of secondary obligations or non-essential obligations in the event of simple negligence are excluded.

11.3 Disclaimers or restrictions do not apply if MMI has maliciously concealed a defect or MMI has given a guarantee for the properties of the item.

11.4 The customer's claims for reimbursement of futile expenses instead of compensation instead of performance

and the liability under the Product Liability Act remain unaffected.

12. Liability for indirect damage

MMI is not liable for indirect damage as a result of defective delivery such as loss of production, loss of profit and additional consumption of material, except in cases of intent or gross negligence.

13. Offsetting and assignment ban

13.1 The customer can only offset claims that are recognized by MMI or have been legally established.

13.2 The customer is not entitled to transfer rights from the contracts concluded with MMI to third parties without MMI's consent.

14. Workpiece-related moulds and production means

14.1 If the customer provides MMI with moulds and production means (e.g. foundry moulds), these are to be sent free of charge. MMI can demand that the customer retrieves such equipment back at any time. If the customer does not comply with such requests within 3 months, MMI is entitled to send the equipment back at the expense of the customer. The customer bears the costs for maintenance and desired changes.

14.2 The customer is liable for the technically correct construction and execution of the production means provided to MMI. However, MMI is entitled to make technical changes according to foundry requirements. Unless otherwise agreed, MMI is not obliged to check the compliance of the equipment provided with the corresponding drawings or samples.

14.3 If MMI manufactures or procures workpiece-related models or production means at the request of the customer, the customer must reimburse MMI for the costs incurred. If the full costs have not been charged by MMI, the customer also bears the remaining costs if he does not accept the number of pieces he promised when the contract was concluded.

14.4 The moulds and production means manufactured or procured by MMI remain the property of MMI; they are used exclusively for deliveries to the customer during the term of the contract. If 3 years have passed since the last delivery, MMI is not obliged to keep the equipment in store. Insofar as it has been agreed that the customer becomes the owner of the equipment, ownership is transferred to him upon payment of the agreed price. The handover of the equipment is replaced by MMI's obligation to keep it in store. If no other agreements have been made, the customer can terminate this safekeeping relationship at the earliest 2 years after the transfer of ownership.

14.5 All moulds and production means, that are property of the customer, are treated by MMI with the care that MMI uses in its own affairs. Upon request, MMI can take out insurance for this equipment at the customer's expense.

14.6 If deliveries or services are made according to drawings or other information provided by the customer and this violates third party property rights, the customer releases MMI from all claims. The drawings and documents provided by MMI to the customer as well as suggestions for the advantageous design and manufacture of the castings may not be passed on to third parties and can be requested back by MMI at any time. License claims of the customer based on industrial property rights to moulds and production means that are sent in or manufactured or procured on his behalf are excluded insofar as these are used by MMI in accordance with the contract.

15. Parts for casting

15.1 Parts intended for casting are to be delivered free of charge; they must be true to size and ready for casting. Required processing costs are borne by the customer.

15.2 The number of parts for casting must appropriately exceed that of the cast parts ordered.

16. Applicable law

16.1 Governing law is exclusively German law; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

16.2 Unless otherwise stated in the order confirmation, the place of performance is the place of delivery.

16.3 Jurisdiction: Saarbrücken/Germany