

## General terms and conditions of Gerhard Weber Kunststoff-Verarbeitung GmbH (hereinafter Weber GmbH) (Version: 13.02.2012)

### § 1 General

The general terms and conditions apply for all current and future business relationships. The general terms and conditions of customers, suppliers or other business partners are not binding for us insofar as they do not agree with these terms. Changes to these terms, especially deviations or supplemental terms and conditions of contract partners, are herewith rejected. Silence on our part when confirming an order that makes reference to deviating or supplemental terms and conditions is not to be regarded as consent. Such terms and conditions have no validity for us even if the contract is executed. Rather, the contract partner acknowledges our general terms and conditions when a contract is executed.

### § 2 Offers and prices

(1) Our offers are non-binding. Contracts and orders are not valid until they have been confirmed in writing. Prices are quoted ex works as net prices excluding the statutory VAT, without packaging, loading costs, customs duties and transportation insurance.

(2) Not included in the respective offer and payable separately are all additional goods and services provided by Weber GmbH arising from subsequent changes to the goods to be delivered, such as construction plans, sketches, moulds, materials, etc. In the absence of other agreements, the costs for these special goods and services will be calculated on the basis of standard prices.

(3) The contract partner agrees that Weber GmbH may collect information from credit insurers and credit agencies to verify the contract partner's creditworthiness and credit rating. Weber GmbH reserves the right to withdraw from the contract after the confirmation of the order and/or after delivery/service has begun if information that has become available on the basis of credit inquiries calls into question the contract partner's solvency.

(4) Insofar as the value of the contract exceeds a gross amount of 50,000.00 EUR, the customer must, if requested by Weber GmbH, provide a down payment in the amount of 40 percent of the value of the order.

(5) Technical changes that arise from the revision of laws and regulations, from the reorganisation of the production process, from revised construction details or because of requirements made by the certifying structural engineer, are reserved.

### § 3 Delivery deadlines

(1) Delivery dates and delivery deadlines that can be agreed as binding or non-binding must be agreed in writing. Delivery deadlines begin when the contract is concluded. With the conclusion of the contract, the customer agrees to provide its delivery address to Weber GmbH in writing.

(2) If an export license is required for the ordered items, machines and/or machine components and if Weber GmbH is legally required to submit the application for the export license, this will be done as soon as the order has been received or following technical clarification with the German Federal Office of Economic and Export Control (hereinafter BAFA). If however, at no fault of Weber GmbH, the time required by the BAFA to review the application exceeds the delivery deadline agreed in the contract, Weber GmbH will not be in delivery default.

(3) If a non-binding delivery date or a non-binding delivery deadline has been exceeded by three weeks, the customer can request in writing that Weber GmbH make delivery within a reasonable deadline. Events caused by force majeure of any kind release Weber GmbH from a requirement to make delivery entirely, in part or for the duration of the impediment.

(4) Weber GmbH may make partial deliveries. Weber GmbH may also contract third parties to execute orders.

(5) If, after a stated deadline has elapsed, the customer refuses to accept the service/goods or if the customer has previously and expressly declared that it does not wish to accept these, Weber GmbH can withdraw from the contract and demand compensation for damages because of non-performance. As compensation for damages for non-performance, Weber GmbH can demand a lump sum of 25% of the agreed price for incurred expenses and lost profits. The customer may provide proof that no damages were suffered or that the cost of the damages suffered is less than the lump sum. Weber GmbH may provide proof that the damages suffered were greater than the lump sum and assert these claims.

### § 4 Shipping/Acceptance

(1) Irrespective of which party pays the freight charges, shipping is provided at the customer's cost and risk as soon as the goods leave Weber GmbH's works. The mode of shipment and the shipping route are selected by Weber GmbH.

(2) Deliveries without assembly, free construction site or site of use are executed without unloading on our part. In these cases, the time taken for unloading must, with regard to the scope of delivery, be kept appropriately short.

(3) Deliveries are regarded as having been accepted if we have not been notified in writing within three workdays at the latest after receipt that acceptance is refused. If the contract provides that work will be performed (e.g. assembly, etc.), a formal acceptance will take place if, following notification that the work has been completed, this is requested by one of the contract parties. If no formal acceptance is requested and if the customer has not expressly declared his refusal to accept the goods, goods that can be accepted and are ready for acceptance are regarded as having been accepted 12 days following written notification that the goods have been finished. If the contract partner is not a business, we are required to draw to the contract partner's attention that silence on his/her part is regarded as an implicit declaration of acceptance. In the case of any kind of intended use, the acceptance is regarded as having taken place after the lapse of six work days following the initial use.

(4) If the contract or the order provides that partial performance, which can be delimited and checked, may be provided (e.g. production, delivery, assembly), Weber GmbH may, after providing written notification that the partial performance has been completed, request that the partial performance be accepted or make the partial performance ready for acceptance. In these cases, the same terms defined in Item 4.3 of these general terms and conditions with regard to the acceptance of the whole product also apply to the acceptance of the partial performance 4.3. .

(5) Components/goods are transported in accordance with temperature guidelines specified by the manufacturer. Weber GmbH will provide this guideline to the customer on request. Weber GmbH can delay the transport for as long as the weather conditions do not fulfil the specifications specified by the respective temperature guidelines. Weber GmbH is not in delivery default during this period.

(6) Weber GmbH is also not in delivery default if, at no fault of Weber GmbH, the delivery of the goods has been delayed because the responsible public authorities cannot provide the transport security required in accordance with administrative regulations (especially police escorts) or because of traffic obstructions during transport.

### § 5 Terms of payment

(1) Invoices are due and payable ten days after the goods have been received. The customer is automatically in default if payment has not been made by this deadline.

(2) Cheques or bills of exchange must be approved by Weber GmbH and are only accepted for the purpose of payment. The maximum term for a bill of exchange is 90 days from the date of the invoice. The customer bears any discount and bill of exchange charges and any other charges associated with them.

(3) Discount allowances must be agreed in writing and are subject to the requirement that the customer's account shows no unpaid invoices. Discounts can only be applied to the value of the goods including VAT.

(4) In the event of payment default, protested cheques or bills of exchange, failure to comply with the terms of payment or if, after the contract has been concluded, circumstances become known that call into question the contract partner's creditworthiness, all claims payable to Weber GmbH become due and payable immediately, regardless of the payment period and of any already received or credited bills of exchange. In this case, Weber GmbH may require pre-payment before making further deliveries.

(5) Counter claims may only be offset if they are not disputed or if they have been recognised by the court. Contract penalties have not been agreed.

### § 6 Defects/warranty/limitation of liability

(1) Notification of defects will only be considered if the customer has fulfilled his obligation to inspect and to serve notice in accordance with § 377 HGB. Notification of defects must be made in writing. Defects that despite careful inspection were not discovered within the time provided for the inspection and notification of defects must be reported as soon as they are discovered.

(2) All claims for defects expire twelve months after the transfer of risk. This does not apply if the law in accordance with § 438 I No. 2 BGB (buildings and goods used in construction), § 479 BGB (right of recourse) and § 634 a I No. 2 BGB (construction defects) provides for longer deadlines or in the event of injuries to life, limb or health or in the event of an intentional or grossly negligent breach of duty by Weber GmbH and if a defect is concealed with the intention to defraud. Laws governing the suspension of the statute of limitations, suspension and restart of deadlines are not affected.

(3) We will, at our discretion, either repair or replace defective goods. If the customer has requested supplementary performance because of a defect and is in default of payment in connection with a service contract, Weber GmbH may refuse to honour any claim made by the customer against Weber GmbH for non-performance until the customer has made payment.

(4) We assume that the properties of the materials being processed are known. If materials are specified by the customer, no liability will be assumed that the material is suitable for the concrete application. This always applies unless we expressly confirm the suitability for the application in writing.

(5) In the event of simple negligence, we only assume liability if significant obligations under the contract are violated (cardinal obligations), limited to the average foreseeable, contract typical, immediate damage typical for the type of goods and services in question. Moreover, our pre-contractual, contractual and non-contractual liability is limited to intent and gross negligence, whereby the limitation of liability also applies in the event that our agents are at fault. The limitation of liability does not apply to our liability under the German Product Liability Act for warranted properties that are intended to specifically protect the customer against the kind of damage suffered as well for damage in the event of injuries to life, limb or health.

### § 7 Design protection

Insofar as we are asked to deliver objects in accordance with drawings, models or samples that have been provided to us by the customer, the customer warrants to us that the manufacture or delivery of the objects will not infringe on the industrial property rights of third parties. The customer will provide compensation for all immediate damage arising from infringements of any industrial property rights.

### § 8 Confidentiality

(1) From the time at which the business relationship was initiated, the supplier agrees to maintain the confidentiality of information and documentation and to only use these in connection with the contract negotiations or, if a contract is agreed, to fulfil the contract.

(2) It is the responsibility of the supplier to conclude appropriate contracts with his employees and contractors to ensure that they do not use these business secrets for their own purposes or transmit or without authorisation make notes about or copy/save these business secrets.

(3) Independent of any damage claims, the supplier agrees to a contract penalty in the amount of 5% of the amount of the contract for every culpable violation of this agreement.

### § 9 Retention of title

(1) Delivered goods remain the property of Weber GmbH, as goods subject to retention of title, until the purchase price has been paid and all existing claims arising from the business relationship and from remaining claims in connection with the purchased object have been satisfied. Cancellation of individual claims in an open invoice or the balancing of the account and their acknowledgement does not affect the retention of title. The retention of title also applies to the respective balance claim.

(2) If goods subject to retention of title are made into a new, moveable product, this is done on behalf of Weber GmbH without any obligations accruing to Weber GmbH. The new product becomes the property of Weber GmbH. If the goods subject to retention of title are processed together with goods not owned by Weber GmbH, Weber GmbH acquires joint ownership of the new product in proportion of the value of the goods subject to retention to the other goods at the time that these were processed. If the goods subject to retention of title are joined, mixed or combined in accordance with § 947, 948 BGB with goods not owned by Weber GmbH, Weber GmbH enjoys joint ownership as provided by law. If by joining, mixing or combining, the customer acquires sole ownership of the goods, it hereby assigns joint ownership to Weber GmbH in the proportion of the value of the goods subject to retention of title to the other goods at the time that they were joined, mixed or combined.

(3) If goods subject to retention of title are sold by the customer alone or together with goods not owned by Weber GmbH, the customer hereby assigns all claims, with all subsidiary rights and ranking prior to the rest, arising from the resale in the amount of the value of the goods subject to retention of title. Weber GmbH accepts the assignment. If the goods subject to retention of title are to be resold and are jointly owned by Weber GmbH, the assignment of the claims extends to the amount to which Weber GmbH enjoys joint ownership. In the event of resales within the scope of current account transactions, our retention of title relates to our current account claim or to the balance due after the balancing of the account.

(4) The customer may only resell, use or install the goods subject to retention of title in the ordinary course of business subject to the proviso that the claims, in accordance with paragraphs 3 and 4, actually transfer to Weber GmbH. The customer may not put the goods subject to retention of title to any other use, especially as collateral or as chattel mortgage.

(5) Subject to revocation, Weber GmbH authorises the customer to collect the claims assigned in accordance with paragraphs 3 and 4. Weber GmbH will not exercise its right to make collection as long as the customer fulfils his payment obligations, including his obligations to third parties. If requested by Weber GmbH, the customer must identify the parties liable for the assigned claims and notify them of the assignment. Weber GmbH may also notify the parties liable for the assigned claims of the assignment.

(6) The customer must immediately inform Weber GmbH about compulsory enforcement actions from third parties with regard to the goods subject to retention of title or to the assigned claims and identify the documentation necessary to dispute the enforcement.

(7) If payment is suspended or if insolvency proceedings are petitioned or opened, the right to resell, use or install the goods subject to retention of title or to collect assigned claims lapses.

(8) Even before its secured claims have been fully satisfied, Weber GmbH must, if requested, release collateral to the degree that the realisable value of the collateral, not just temporarily, exceeds 120% of the secured claims (liability limit). A release will not be considered if the collateral is not divisible or if, after release, the realisable value of the remaining collateral lies below the liability limit. In the latter case, the customer may request the release of collateral, in exchange for less valuable collateral acceptable to Weber GmbH, insofar as the realisable value of all of the collateral covers the secured claims by 120 %.

### § 10 Final provisions

(1) Only German law applies. The UN purchasing law will not be applied.

(2) The place of performance is always where Weber GmbH has its place of business. The court of jurisdiction for all disputes is the applicable court located where Weber GmbH has its place of business.

(3) If individual provisions of the contract with the contract partner, including these general terms and conditions, are or become invalid, in part or in full, the validity of the remaining provisions is not affected. The provisions that are in part or in full invalid will be replaced with provisions that best serve to achieve the economic results intended by the invalid provisions.