

We, Schlager Industriefenbau GmbH Hagen, order goods and services with you, our supplier, exclusively on the basis of the conditions set down as follows. These conditions will likewise be valid for any future purchases from you. Our purchase terms will be applicable even if you place conditions that deviate from our purchase terms. Your conditions will only apply if we confirm this to you explicitly in written form.

1. Conclusion of the Contract

We place orders only in written form; verbal orders will not become effective before subsequent order in written form. Our purchase order number, which will be communicated to you, has to be stated on all the documents concerning the subsequent order (correspondence, confirmation of order, dispatch note, delivery note, invoice, consignment note etc.). You can accept the order, at your own option, either by sending us a written confirmation of order within two weeks, or by sending us the ordered goods within two weeks, unless we have determined a shorter delivery period in the order. The contract is likewise deemed concluded, if, in our written order, we accept an offer that you submitted to us in written form, unless you object to our order without delay. This is also valid if we have communicated the agreements for information beforehand by telecommunication. The orders will become binding only on our written confirmation. All the order-related documents that we placed at your disposal (samples, models, drawings, calculations and similar information of physical or immaterial kind as well as in electronic form) remain our property and must not be brought to the attention of third parties, and they must not be used by you for purposes of competition, in particular. In the event that the contract does not materialize and / or when the order has been completed, you are obligated to return the documents free of charge. You are not entitled to keep copies of these documents either. If we have provided material for the manufacturing of commodities to be delivered, this material will also remain our property. Any kind of

processing, connecting or blending is carried out for us. We acquire co-ownership of the new product based on the ratio of the value of our property to the value of the outside assets at the time of reworking. Should delivery and use of the contract goods result in infringement of industrial property rights of third parties, we are entitled to take measures at your cost, which will satisfy third party claims and will enable us to use the contract goods without delay. You are obligated to deliver all goods, standard parts, materials etc. only according to the updated edition of the respective DIN, EURO or ISO standards, unless deviating agreements were made in the order and / or confirmation of the order in written form. Underdelivery or overdelivery of the quantity of ordered goods requires our previous written consent. Overdeliveries will be returned to you at your expense and risk. The content of your delivery commitment is determined by the description of the commodity to be delivered and / or manufactured, stipulated in our written order. The description may contain drawings or details of construction attached to the order, which may have been laid down in written form or electronically and transmitted to you. As far as our description of the performance to be rendered by you refers to works standards of our customers, the purchasers of our goods, and if we want these works standards to apply to the subject matter of the description of the performance within the legal relationship between us, as well, we will communicate the aforementioned works standards of third parties to you upon request, unless we have already imparted them or have informed you under which address you can retrieve them on the Internet.

2. Delivery

The dates and terms stipulated have to be strictly complied with. They begin with the date of the order and must not be deferred unilaterally without agreement on adequate compensation from your part. The receipt of the goods at the stipulated delivery address is authoritative for compliance with date or term

of delivery. Unless delivery was stipulated as 'carriage paid to factory', you have to provide the goods in due time, allowing for extra time for loading and shipment, as customary, and to notify us of allocation. If delays are to be expected, you have to inform us immediately and obtain our decision on the maintenance of the order. In case of undue delay in delivery on your part, we are entitled, upon its occurrence, to demand a contractual penalty amounting to 0.5 percent of the net order value per commenced week up to a maximum of 5 percent of the entire net order value, and, after announcement of cancellation, to cancel the contract within a term of one week. The contractual penalty will be set off against a damage claim that may be higher. Delivery will be effected on your account to the receiving centre (destination) indicated by us. If, by way of exception, we have committed ourselves to bear the transport charges, you are obligated to choose the mode of transport specified by us, in any case, the mode of transport and type of delivery most favourable for us. Packing costs are included in the stipulated payment. If otherwise agreed, by way of exception, package is to be charged by you at cost price. You have to choose the type of packing prescribed by us and to procure that the goods are protected from damages by the packing. On delivery at the stipulated destination, the risk is transferred to us.

3. Documentation

All invoices and delivery notes, packing slips etc. have to be sent to us always and exclusively to our head office in duplicate. You have to indicate the order number, quantity and quantity unit gross and net, design weight where applicable, article description with our item number, and, in the case of partial deliveries, the remaining quantity to be delivered. In the case of freight loads, a dispatch note has to be transmitted to us separately on the day of dispatch.

4. Prices, Transport, Packing

The prices specified in the order are fixed prices for the duration of the performance of

the contract, and they are calculated as EURO net prices including packing, freight and transport charges to the address for shipment indicated by us, exclusive of the respective statutory VAT. Your invoice has to be in conformity with the designation set forth in the order and has to be sent to us separately immediately after performance of delivery. In the case of 'prepayment of carriage' or 'carriage paid to factory' shipment is also performed at your risk. Even if we have not concluded any agreements concerning packing and transport, you will have to procure that impairment of quality and damages to goods / performances are prevented by appropriate packing and transport. Inasmuch as we stipulated certain types of packing in the order (choice of pallets, cross-beams and wood shims, wrappings etc.), the compliance with packing instructions is obligatory for you at all events.

5. Prices and Payment Terms

Unless otherwise explicitly stipulated, the agreed fixed prices will be valid. If, however, you reduce your prices generally, we are also entitled to reduce prices accordingly. You will grant us prices and conditions no less favourable than to other purchasers, if and as far as these offer equal or equivalent pre-conditions. The invoices have to be made out for each order separately. Payment will be effected only on complete receipt of the consignment, which has to be free of defects or complete respectively, and after receipt of the invoice. In the case of partial delivery this applies accordingly. Time delay due to incorrect or incomplete invoices does not impair discount periods. On payment within 14 days from date of invoice, you grant us a discount of 3 percent of the gross purchase price. You are not entitled to have your receivables collected by third parties without our previous consent. You are not entitled to assign your claims against us to third parties without our previous written consent, which we will not refuse inequitably. Should you assign a claim against us though, we will still be entitled to make payment to you with the effect of a discharge. For a claim that has

been assigned in such a way, a direct debit authorization must not be issued. If an extended reservation of proprietary rights was stipulated, our approval is deemed to be granted.

6. Warranty

You assume the obligation to procure that the goods including packaging and marking of prices are in accordance with the work specifications in our order. Our order or contract will be effected in a professional and appropriate way as to the respective state-of-the-art of technology. You will also guarantee that all the delivery items were planned and produced in compliance with the pertinent health and safety requirements of the corresponding EC directives. In accordance with this guarantee you have issued the required declaration of conformity pursuant to Amendment II Section A (in the case of safety components Section C) of the EC Machinery Directive, or you have issued the required manufacturer's declaration pursuant to Amendment II Section B of this EC Directive. In the case of the declaration pursuant to Amendment II Section A of the EC Directive, the required CE mark has to be placed on the delivery item. In the case of faulty goods we will give you the opportunity of improvements or subsequent delivery. If you are not able to perform these or if you do not comply after request and fixing of a deadline without delay, we are entitled to return the goods at your risk and to provide ourselves otherwise at your expense. In cases of urgency we will be entitled, having notified you, to carry out improvements ourselves or have them carried out by a third party at your expense. Warranty for the goods delivered or the services rendered by you will expire after 24 months after date of delivery or acceptance by us. For defects that are attributable to your fault, you indemnify us from manufacturer's liability resulting from this, to the extent that you would be directly liable yourselves.

7. Final Regulations

In the event of continuing insolvency of one of the contractual parties or in the event of

the commencement of insolvency proceedings against his assets, the other party is entitled to withdraw from contract for that part of the contract which was not performed. Force majeure, labour dispute, official orders and other unpredictable inevitable and severe events will, as long as they last, release us from our obligation to accept delivery without delay. The contractual parties are obligated, however, to notify each other, to release the necessary information immediately within reason, and to adjust their obligations to the changed circumstances in good faith. This agreement will be governed by the laws of the Federal Republic of Germany including the UN Convention on Contracts for the International Sale of Goods. Place of performance for your delivery commitment is the destination as agreed in the delivery contract. The place of performance for our obligations and the place of jurisdiction is our head office at Hagen.

Any prior terms and conditions of purchase are hereby superseded.