

§ 1 Scope

1. Our general terms and conditions apply exclusively. They also apply to all future business relationships even if they are not expressly agreed upon again.
2. These sales and delivery terms and conditions apply exclusively to entrepreneurs, legal persons, or unincorporated societies acting in their commercial or independent professional activity to us in business and legal persons of public law or public special assets.
3. We do not recognize conflicting or from our sales and delivery terms and conditions deviating terms and conditions and other regulations of the customer, unless we have agreed to the differing regulations in the individual case and in writing. This shall also apply if we perform a contract without contradicting expressively such derogating provisions. All agreements made between us and the customer for the execution of the contract must also be in writing.

§ 2 Conclusion of the Contract

1. Our offers are non-binding. The contract is not complete until we have confirmed acceptance of the order in writing or the delivery is carried out. For the quantities of the delivery, our written order confirmation shall prevail. The correction of errors in quotations, order confirmations and invoices are reserved.
2. The information, illustrations, drawings, samples, brochures, technical information and catalogs, and other technical data contained in brochures, catalogs, advertisements and price lists or in parts of the quotation documents are not binding. They only serve a description purpose and are intended to provide only a reasonable idea of the goods described therein. The above information will only be part of the contract, if and to the extent it is expressly confirmed by us as binding in writing. If it is attached in our offers/order confirmations or if the offers/order are based on it and if it is confirmed, it is only approximately binding, subject to the information communicated by the customer regarding actual measurements and ratios. We reserve us the right without notice to changes and improvements in construction and design, as well as to commercial and customary in the industry material deviations in quality, design, and color. Even commercial slight design and shape changes are allowed unless in individual cases the change or deviation is not reasonable for the buyer. If there is a framework agreement, the latter shall prevail.
3. Written communications from us is deemed received according to the normal postal circulation when sent to the last known address, fax number, or e-mail address of the buyer, and when we can prove it. Excluded from the presumption of access are explanations of particular importance, especially dismissals, resignations, grace extensions, and payment reminders.

§ 3 Submitted Documents

1. All documents surrendered in connection with the award of the contract to the buyer such as calculations, cost estimates, drafts, drawings, etc., remain our property. The comprehensive copyright with all powers to all the documents and information under the contractual relationship in relation to the buyer is also conceded exclusively to us if these items are created by specifications or employees of

the buyer. These documents may not be disclosed to third parties, unless we give the buyer our express written consent. Drawings are part of the offer and other documents are available on request or - if the order is not granted – must be returned immediately to us.

2. If during the preparation of the goods according to drawings, samples or other details of the buyer rights of any third party are violated, the buyer is obliged to exempt us from all claims. We are not obliged to review any of the aforementioned documents, even in relation to existing intellectual property rights of third parties.

§ 4 Prices and Payment

1. Quoted in price lists and catalogs prices are exclusive of VAT, unless otherwise agreed in a valid height.

2. All invoices are due and payable immediately upon invoicing without deduction. The buyer will be in default if he fails to make a payment within 30 days after the due date and receipt of the invoice or equivalent statements. We charge interest amounting to 8 percentage points above the base rate of the European Central Bank. The assertion of a higher damage caused by default remains reserved.

3. Payment orders, bills, and checks are accepted only after special written agreement and only as payment. Checks or drafts are subject to their receipt credited with a value date of the day on which we can dispose of the equivalent amount. All resultant costs shall be borne by the buyer.

4. If the buyer falls in arrears because of an agreed partial payment, we can consider the entire outstanding amount due immediately. If the buyer is in default of payment, we may rescind the contract and claim damages instead of performance after expiry of an appropriate deadline. The right to determination of the buyer, whose demands are met by payments from the buyer, is waived for the legal redemption provisions of § 366 para. 2 of the BGB (Federal Code of Laws).

5. If it becomes evident for us after the conclusion that our claim for payment of service is jeopardized by inefficiency of the buyer, we may refuse performance, unless the buyer, at our request, sets an appropriate security within a reasonable period. If the buyer does not comply to our legitimate demand or not in due time, we can withdraw from the contract and claim damages instead of performance.

6. This contract may offset or exercise a right of retention of the claims against claims that we have against the buyer, if his counterclaim is legally established or undisputed.

§ 5 Retention of Title

1. In principle, the goods remain our property until full settlement of all claims arising from the business relationship with the buyer in the main and incidental matters. With the current account, the retained title provides security for our balance claim. If we agree with the buyer to pay the purchase price on the basis of the check exchange procedure, this reservation also extends to the redemption of exchange accepted by us, and does not go out by crediting the check received.

2. The buyer is obliged, as long as the ownership has not been transferred to him to handle the goods with care; he is especially obligated to insure them at his own expense against fire, water, and theft at replacement value. If maintenance and inspection work is carried out, the buyer shall carry it out at his own expense.

3. If a third party claims the goods or other securities under retention of title assigned to us, particularly in the context of execution, the buyer will refer to our property and notify us immediately in writing of the impending, imminent or actual access by third parties by handing over the necessary documents for an intervention. This also applies to infringements of any other kind. The costs are borne by the buyer as well as the resulting intervention costs, if the other party is unable to do so.

4. a) The buyer is revocably entitled to process the goods delivered by us in the ordinary course of business or to combine them with other items. The processing or combination is done, for us, as manufacturer according to the meaning of § 950 and/or § 947 of the BGB, so that we acquire ownership of the products made from processing or combination of the objects without establishing any obligation. Unless by processing our title to the goods is destroyed, the buyer is obligated to grant us co-ownership of the newly created item, as far as he himself is (co-)owner.

b) We undertake to release the securities we are entitled to on demand of the buyer, if the realizable value of the securities exceeds the secured claims by more than 10% or exceeds the nominal value by more than 50%. The choice to release the collateral is incumbent upon us. The buyer is entitled to resell the goods delivered or due to treatment or processing, mixing or combination thereof resulting products in the ordinary course of business, yet having regard to the retention of title. The buyer's claims from the resale of the reserved goods are already assigned to us in the final invoice amount (including VAT) to secure all our claims from the business relationship and indeed irrespective of whether these goods are considered without or after processing and whether they are resold to one or more buyers. If the reserved goods are sold by the buyer together with other goods not sold by us, so the claims from the resale is transferred in the proportional amount of the invoice value of the other goods sold. In the sale of goods in which we have co-ownership according to these Terms and Conditions, a part corresponding to this co-ownership is assigned to us. The same applies if the reserved goods alone or with other goods dealt with are part of a work item, factory delivery contract or similar arrangement.

c) The buyer is not entitled to other than the above dispositions. In particular, he is not entitled to the assignment of the debt, including the debt sale to factoring banks - subject to the provisions § 354 of the HGB (Code of Commerce) - without our prior written consent. We approve a sale of receivables to a factoring bank without chargeback option (factoring) subject to the condition that the buyer forwards the payments made by the factoring bank to him immediately to us.

d) As long as the buyer meets the obligations of his contractual payment to us in time, he is entitled to collect the assigned claims even after the assignment. We can also explicitly revoke the authorization above, if the buyer fails to honor a bill of exchange or if the conditions of the right to refuse performance in our favor in accordance with § 4 para. 5 are present.

With regard to the collection of accounts receivable, the buyer shall be deemed trustee with the express obligation to transfer the counter values less his earnings. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the buyer meets his payment obligations from the collected proceeds, is not in arrears, and - in particular - if there is no request to open insolvency proceedings or suspended payments. In this particular case, the buyer is obliged to inform us of the assigned claims and their debtors, to admit to provide all information necessary for collection, and hand over the relevant documents and notify the debtors (third party) of the assignment.

5. If the buyer for goods delivered has a connection abroad, so he has to inform us of this immediately. At our request, the buyer shall grant us a security interest, which comes to the aforementioned retention of title under the legal system of the closest destination. The buyer has to take all measures that are necessary to establish and maintain such rights.

§ 6 Delivery, Shipping, Transfer of Risk

1. Delivery dates or deadlines are specified in writing. Should they be binding, the liability is to be agreed in writing.

2. Delivery periods begin on the date of the order confirmation but not before the buyer provide all documents, approvals, clearances as well as, as sometimes in individual cases, a deposit is paid. The timeliness of delivery is the date on which the goods are handed over to the carrier or loaded on one of our vehicles or the time of dispatch, provided that the shipment or delivery of the goods is delayed by circumstances for which the buyer is responsible. This provision shall be extended to a reasonable extent by subsequent amendments to the contract, agreed at the buyer's request and affect the delivery.

3. Our commitment to deliver is subject to a correct and timely delivery to us first, unless the delayed or late delivery is caused by us. Acts of God or other circumstances independent of our doings entitle us to postpone the delivery for the duration of the hindrance and to postpone it to a later reasonable time or to cancel the unfulfilled part of the contract. Force majeure includes strikes, lockouts and other circumstances which impede delivery beyond our control or make it impossible, no matter whether they occur with us or a supplier downstream.

4. The deliveries are made for the account and risk of the buyer, unless the prices were expressly agreed free destination. Goods are also generally delivered unpacked. Dispatch, transport and protective measures are unless otherwise agreed left to our choice and experience. For shipment to location of the buyer, the agreed price is always free on the wagon on a passable road. The unloading of the products is up to the buyer and goes at his own expenses.

5. With the handover of the goods to the designated facility that will execute the dispatch, and at the latest when leaving our factory or warehouse, the risk, even with "Delivery to destination" regardless of who bears the freight charges and regardless whether shipment carried out from the fulfillment place, goes to the buyer. If shipment is delayed due to circumstances for which the buyer is responsible, the risk shall pass upon notification of readiness for dispatch or collection of the goods to the buyer. For reasons of contractual compliance, reported ready for shipment goods must be called off immediately, otherwise we are entitled to ship the goods after due notice at the expense and risk of the buyer at our discretion or to store them at our discretion and charge immediately. If delivery delays for which we are not responsible and that lasts longer than 4 weeks occur, the buyer has to pay the usual storage costs.

6. If, at no fault from us, transportation as intended appears to be impossible, we are entitled to deliver on a different route or to a different location; the additional costs are borne by the buyer. Prior to that, we have to ask the latter for his opinion.

7. In the eventuality of transport damage, the buyer shall immediately arrange for ascertainment of the facts and inform us in writing. Delivered goods must be accepted by the buyer without defects under §

7, even if they have only minor defects. We are entitled to commercial partial deliveries and services at any time unless the partial delivery or partial performance is unreasonable for the buyer.

8. As part of the usual commercial practice, we are also entitled to excess or short deliveries.

9. If the buyer declares before the manufacture of the goods ordered that he does not want to accept them, he has to pay 40% of the contract value as compensation for loss of profit and costs incurred where the buyer is able to prove that damage has not occurred or that it is substantially lower than the lump sum. We reserve the right to evidence higher damages than in the lump sum without prior notice.

10. If the delivery is not on time, the buyer shall grant us a grace period, which must be at least fourteen days. All reminders and deadlines of the buyer shall only be valid in writing. If, after the deadline set by the buyer, the goods are not ready for shipment, the buyer is entitled to rescind the contract or to terminate the agreement in any way, if he has warned this consequence of fruitless expiration and time limit in writing. The extended liability of the supplier in accordance with § 287 of the BGB is excluded.

§ 7 Inspection and Giving Notice of Defect Obligations

1. Warranty claims of the buyer require that the latter fulfils his obligation of inspection and properly gives notice of defect under § 377 of the HGB.

2. Complaints about obvious defects that are not, at the latest, immediately made within two weeks after receipt of the goods with a precise description of the defect claims will not be considered. Defects that were not manifestly seen at delivery despite fulfilling the obligations of § 377 of the HGB, need – for the safeguarding of the warranty rights – to be asserted immediately after inspection, , but no later than 2 weeks of acknowledgment in writing with a precise description, refraining thereby of any eventual work or process of the goods. The faulty goods must be kept in the state in which they are at the time of discovery of the defect ready for inspection by us. We have the right to see the goods on the premises for the authority of the complaints. Reservations in the consignment notes represent no evidence of defects.

4. If goods are shipped directly from us to third parties, the buyer shall undertake to obtain that the notice of defect obligation agreed between us and the buyer be also agreed to be binding in the relationship between the third party and the buyer. The buyer thereof to inform us following any complaint by the third party in writing without delay and to forward the complaint to us.

§ 8 Warranty

1. In the eventuality of a justified timely notice under § 7 complaint or complaint for hidden defect in the goods, we warranty according to the rules of commercial law and in accordance with the following rules the agreed quality of the goods delivered by us.

2. In case of proven defects, we warranty by options of further fulfillment in the way of delivering new, defect-free goods to the buyer (delivery) or eliminating the defect (improvement). We must always be given the opportunity to remedy within a reasonable time limit.

3. In case of repair, the buyer has to clarify, at our request, notifications of deficiencies and submit written defect reports and provide other data that are suitable for analyzing the defect. The costs of rectification are borne by us, provided they do not increase because the delivery item has been used after delivery at a place other than the one contractually stipulated. In case of proven legal defects, we

warranty further fulfillment by procuring the buyer usage rights of the delivered goods or by his choice of exchanged or modified equivalent goods.

4. If the subsequent performance of the warranty is unsuccessful in accordance with paragraphs 2 and 3, the buyer can withdraw from the contract or reduce the remuneration. If there are only minor defects, the buyer has no right of rescission. In any case, a prerequisite for exercising the right of rescission for fruitless expiration at a certain deadline must be set in writing, unless a deadline is legally unnecessary. If the buyer due to a legal or material defect chooses to withdraw from the contract, he will not claim compensation due to the defect. In case of withdrawal, the buyer is liable for any deterioration, destruction or loss of use not only for all accounts of care.

5. Damages or reimbursement of expenses because of a defect are paid under the conditions laid down in § 9.

6. If a third party asserts claim conflicting with the exercise of the buyer contractual usage authority, the buyer must be notified in writing and comprehensively. He empowers us to conduct the negotiations with the third party in and out of court. It is our discretion to make use of this authorization, and the buyer may not recognize the claims of third parties without our consent. We are obliged to fend off the claims and exempt the buyer of all the claim defense costs and damages associated insofar as they are not based on breach of duty by the buyer. The provisions of this paragraph apply regardless of the statute of limitations pursuant to § 9 para. 3.

7. Public statements on our part, quality or advertising are not statements of appropriateness of the goods.

8. If the warranty consists of ensuring recourse by the buyer, after the latter recourse has been successfully put to the provisions of consumer goods purchases, the claims shall be, due to the rules governing the sale of consumer goods, unaffected. § 9 that applies for damage claims. The buyer is obliged to immediately notify us of noticing any case of recourse within the supply chain. Otherwise the goods are considered approved. Statutory recourse claims of the buyer against us are only deemed valid if the buyer has not agreed with his customers claims exceeding the statutory warranty. The buyer's claim for reimbursement of expenses is excluded for expenses that would not be incurred if reasonable precaution of the buyer for rectification had been taken. If the goods are stored by the buyer over a much longer period than the standard period, the buyer must plead and prove that the goods had been tainted at the time of transfer of risk with the claimed defect.

§ 9 Liability

1. In all cases of contractual and non-contractual liability, we pay compensation or reimbursement of expenses only:

a) In case of intent and gross negligence in principle in full; in the case of intent and gross negligence of vicarious agents, we are only liable for the typically foreseeable damage which should be prevented by the unfulfilled obligation.

b) In other cases: only from breach of a material obligation by us, our officers and our other agents if thereby the purpose of the contract is endangered, but always limited to EUR 25.000, - per event, a total of more than EUR 50.000, - under the contract, unless this sum is given the individual case unreasonably

low. In the case of negligent breach of duty, we are liable to the buyer are limited to the amount of the typical foreseeable damage which should be prevented by the violated duty;

c) In addition: as far as we are insured against the damage occurred, limited to the amount covered by our product liability insurance and the condition precedent of the insurance payment. We are ready to grant the buyer view of our policy.

2. We reserve the right to make the defense of contributory negligence for the buyer. The limitations of liability pursuant to paragraph 1 shall not apply to liability for damages from injury to life, bodily injury or health injury or arising from the acquisition of quality guarantees or fraudulent concealment of a defect or liability under the Product Liability Act.

3. A limitation period of one year applies to all warranty claims asserted against us.

The limitation does not apply to any item that has been used in accordance with their usual purpose for a building and has caused its defectiveness or if we are accused of fraud. The limitation period begins with the given date in § 199 para. 1 of the BGB. It occurs later than the expiry of the in § 199 para. 2 to 4 of the BGB specified maximum periods. In the case of legal defects that exist in a real right of a third party under which that can demand the return of the thing, the limitation period is 10 years.

If the law in accordance with § 438 para. 1 no. 2 of the BGB (buildings and items for buildings), § 479 paragraph 1 of the BGB (recourse) and § 634a paragraph 1 of the BGB (construction defects) prescribe longer periods, these periods apply before returning any of the goods must be sought our consent.

4. The suspension of the limitation of claims arising from or in connection with the contractual relationship between the parties in accordance with § 203 of the BGB ends at the time in which we or the buyer denied to continue the negotiations about the claim or the circumstances giving rise to the claim. If one of the parties does not declare in writing of the failure of the negotiations, the continuation of negotiations is valid for six months after the last correspondence, and the subject of the claim or the circumstances giving rise to it is then denied.

§ 10 Place of Performance, Jurisdiction, Applicable Law, Severability Clause

1. In the event that the buyer is an entrepreneur, the place of fulfillment and exclusive jurisdiction for all claims arising from the contractual relationship is Saarbrücken. This exclusive jurisdiction applies even if the buyer has no general jurisdiction in Germany or if domicile or habitual residence at the time of action is not known.

2. The contract is subject to German law. The application of the uniform CISG (United Nations Convention on Contracts for the International Sale of Goods CISG-Convention) is excluded.

3. Should individual provisions of the contract between us and the customer contract or these conditions are or become invalid, this shall not affect the validity of the agreements reached by the way. Instead of an invalid provision is to agree on a provision that comes as the economic goals of the parties closest. The same applies in the event that the contract gaps.

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