

## **General terms of sales and supply of the Gebr. Meiser GmbH**

### **§ 1 General remarks and scope**

1. These general terms of sales and supply shall exclusively govern any transaction involving the supply of goods from Gebr. Meiser GmbH. They shall also apply to all future business relations even if they are not expressly agreed to. Other terms and conditions of the purchaser that we do not accept expressly shall not be binding to us even if we do not expressly reject them. These general terms shall also apply to those instances, in which we perform an order of the purchaser without reserve and being aware that deviating or contradicting terms and conditions of the latter exist.
2. All agreements reached between the purchaser and us in connection with sales contracts are fixed in writing in these terms and conditions and in our order confirmation. Agreements reached for specific cases between the parties (also side agreements, amendments or modifications) shall always precede these general terms and conditions of sale and supply. This shall also apply to those cases, in which the purchaser has also accepted the General Terms of Assembly.
3. For the purposes of these general terms and conditions of sale and supply purchasers are both, consumers and entrepreneurs. For the purposes of these general terms and conditions of sale and supply, consumer is any natural person entering into a business relationship with us that is neither based on a commercial nor on an independent professional activity. For the purposes of these general terms and conditions of sale and supply, entrepreneur is any natural or legal person or capable partnership that in exercising its commercial or independent professional activity enters into a business relationship with us or any public legal person or public-legal trust.

### **§ 2 Conclusion of this contract**

1. Our offers are always subject to change and unbinding unless we treat them expressly as binding in writing. We are free to accept an order of the purchaser that has to be qualified as the conclusion of a sales contract within four weeks by submitting a written order confirmation or by dispatching the ordered goods within the same period of time. A contract shall only be deemed concluded once we have accepted an order in writing or supplied the goods. The scope of supply depends on our written order confirmation. We reserve the right to correct errors in offers, order confirmations and invoices.
2. Information and technical data, images, drawings, samples and other materials provided in brochures, catalogues, ads, price lists and other documents shall not be binding. They are only used for description purposes and do not constitute a

contract for the goods described therein. The above mentioned information may only then form a contractual element if and to the extent that we expressly confirm it as binding in writing or add it to our offers/order confirmations or base the latter on such information. We reserve the right to changes and improvements in construction and execution and to common and typical variations of quality, design and colour. Also minor and uncommon changes of construction and format are admitted to the extent that they are acceptable to the purchaser in each individual case. Any type of framework agreement supersedes these general terms and conditions.

3. Written communications to the purchaser from us shall be deemed delivered if regular delivery can be evidenced to the last known address, fax number or e-mail address. Excluded from this assumption of delivery are special declarations such as terminations, withdrawals and letters granting extended deadlines.

### **§ 3 Intellectual property rights**

1. We reserve our property and copy rights to all quotes, designs, drawings and other documents or to those prepared according to instructions of or with the support of the purchaser. Irrespective of whether we treat them as confidential or not, the purchaser may only disclose them to third parties with our express written permission. Upon request or if an order has not been made, drawings and other information related to an offer must be returned us immediately. Measures ensuring the proper use of the purchased goods shall be excluded from these restrictions.
2. Purchaser shall hold us harmless against third party claims if the manufacture of the goods according to drawings, samples or other information provided by the purchaser should infringe the protection rights of such third parties. We shall not be obliged to control the drawings, samples or other information provided by the purchaser also not for possible existing commercial protection rights of third parties.

### **§ 4 Payment terms**

1. Our prices according to our valid price list are specified in the offer or in the order confirmation and shall apply without packaging, unless stated to the contrary in the order confirmation. The prices apply plus the legal VAT in force at the date of invoicing even if we do not expressly state this. For the intra-community supply of goods or of services we will have to charge the due German VAT to the extent that mandatory information from the purchaser, such as the VAT identification number should be missing and/or incorrect. To the extent that nothing to the contrary is agreed upon, assembly costs shall always be borne by the purchaser. In case the delivery is to be performed later than four months after the conclusion of the contract, we reserve the right to increase the price accordingly if the conditions existing at the moment of the conclusion of the contract and decisive for the determination of the purchase price, in particular

costs for material, loans, transportation and public dues, have changed substantially.

2. Invoices become immediately due and must be paid net (without deduction). Cash discounts may only be made pursuant to separate written agreements. In case that the purchaser is in default of payment - even for partial amounts - the legal default provisions shall apply. We reserve the right to prove further interest-related damages.
3. Money orders, drafts and cheques will only be accepted in line with a written special agreement and for payment purposes. Checks and drafts will be credited to that date at which we are able to use the counter value subject to their receipt with value setting. Costs resulting thereof shall be borne by purchaser.
4. In the event that purchaser is in default of possible due partial payments we may claim the entire remaining payment immediately. In the event that the purchaser is in default of payment we may withdraw from the contract and claim compensation instead of performance after a corresponding period of grace which has been granted expires without result. The purchaser's right to decide on those claims for which payments are effected shall be waived in support of the regulatory discharge provision of § 366, sect. 2 BGB (German civil code).
5. If we perceive after the conclusion of a contract that our claim to counter performance is threatened by a lack of capacity of the purchaser, we may refuse to perform, unless the purchaser provides, upon our request, an adequate security within a granted period. If the purchaser fails to comply or fails to comply in good time with our justified request, we may withdraw from the contract and claim compensation instead of performance.
6. The purchaser may only set off or retain our claims against him to the extent that his counter-claim is legally established, recognized by us or undisputed. The purchaser may only use his right in retention if his counter claim is based on the same contractual relationship.

## **§ 5 Retention of title**

1. Until the full performance of any provision arising from the business relationship with the purchaser in the substance and for side elements, we reserve the title to the goods sold. In case the Purchaser is entrepreneur, the title retained shall secure the entire balance in our favour. In case that we agree with the purchaser to the payment of the due purchase price by way of cheque or draft, this retention of title shall also apply to the encashment of the draft accepted by us and shall not expire by the crediting of the received check with us.
2. The purchaser will be obligated to treat the purchased goods with due care. In case that the purchaser is entrepreneur, he shall in particular insure the purchased goods at its own expense against fire, water and theft damages at

their replacement value and inform us in writing on any necessity to maintain, repair or inspect the goods. The purchaser will have to perform such works in good time and at his own expense.

3. In case of pending, imminent or already made seizures or other types of uses of third parties of the goods for which the title is still reserved to us or against claims transferred to us or against other securities, the purchaser will immediately notify us in writing on such third party interventions by supplying all documents related to this so that we may institute proceedings pursuant to § 771 ZPO (German code of civil procedure). In the event that such third party is not able to refund to us the judicial and extra-judicial costs of such a procedure pursuant to § 771 ZPO, the purchaser will be held responsible for our resulting losses.
4. The purchaser agrees that by the integration of parts supplied by us in a real estate property, the latter will not become its essential components for the purposes of § 93 BGB. Due to the possibility to integrate such parts into a different position at any time and that they are only integrated for temporary purposes, they must be considered as pseudo components for the purposes of § 95 BGB. The purchaser shall be obligated to correspondingly inform third parties and in particular the owners of real property or third party purchasers of the goods.
5. If the purchaser is entrepreneur, the following shall also apply:
  - a) The purchaser shall revocably be entitled to use the goods supplied by us in the ordinary course of business or to combine them with other elements. This processing or combination shall be performed for us as producers according to § 950 BGB so that we will become the owners of the results of such processing or combination without further obligations. If processing leads to our loss of title in the goods, the purchaser shall be obliged to grant us co-ownership in the newly created object to the extent that he is also (co-) owner.
  - b) The purchaser shall be entitled to sell the supplied goods or the products resulting from such processing, combination or fusion in the ordinary course of business but always subject to referring to the retention of title. Any claim of the purchaser resulting from such resale of the reserved goods is already now transferred to us in the amount of the final invoice sum (plus VAT) to secure all our claims from the business relationship irrespective of whether the goods are resold to one or several purchaser(s) prior to or after processing. In the event that the purchaser sells the reserved goods together with other goods not supplied by us, this claim from the resale transaction will be transferred to us proportionally to the invoice amount of the sold goods. In case of the resale of goods in which we have co-ownership rights according to subsection 4 of this article, a share corresponding to our co-ownership right will be transferred to us. This analogously applies to those

instances in which the reserved goods alone or in combination with other goods will be object or partial object of a work contract, work supply contract or similar contract. This claim transferred in advance refers to an approved balance from a current account relationship between the seller and the purchaser, and in case of insolvency of the purchaser, to the then existing causal balance.

- c) The purchaser shall not be entitled to dispose otherwise of the goods beyond the above provisions. Subject to the provision of § 354 a HGB (German commercial code), the purchaser shall in particular not be entitled to transfer claims including the sale of receivables to factoring banks without our prior written approval. Subject to the condition precedent that the purchaser immediately transfers payments from the factoring bank to us, we approve to a sale of receivables to a factoring bank without reversal option (true factoring).
  - d) The purchaser shall be entitled to collect the transferred receivables as long as he complies with his contractual payment obligations to our favour. We expressly may revoke any further direct debit authorization – if the purchaser does not encash due drafts or if the conditions of the right to refuse performance to our benefit pursuant to § 4 subsection 5 arise. Regarding the collection of the receivables, the purchaser shall be deemed fiduciary agent with the express obligation to pay the counter-values less his remuneration. Our right to collect receivables ourselves remains unaffected. We commit, however, to not collect receivables to the extent that the purchaser complies with his payment obligations arising from received revenues, that he is not in default of payment and that no application for opening insolvency proceedings against him are made or that he has not ceased payment. In this case we may request from the purchaser to inform us on transferred receivables and on their debtors, to provide us with any necessary information and related documents and to inform the debtors (third parties) on this transfer.
  - e) To the extent that the realizable value of the securities exceeds the receivables to be secured by more than 10 % or the nominal value by more than 50 %, we commit to release the securities to our benefit upon request of the purchaser, whereas we will decide on the securities to be released.
6. If the purchaser intends to transfer to a foreign country the goods supplied by us, he must immediately inform us in writing. Upon our request the purchaser must grant us a securing right which comes as close as possible to the above retention of title according to the legislation of the destination. The purchaser will have to take all appropriate measures justifying and maintaining such rights.

## **§ 6 Supply, transport, delivery, passing of risk**

1. Unless agreed otherwise in writing, information regarding deadlines and supply dates shall not be binding.

2. Delivery periods will commence at the date of the order confirmation but not before the clarification of all technical questions and not before the production of records, permissions, releases, and not – in case of an agreed down payment, before the receipt of such down payment. Whether a delivery will be made in due time will depend on the date, at which the goods are delivered to the transport company or loaded to one of our vehicles or on the date of the readiness for dispatch to the extent that the delivery is delayed for reasons for which the purchaser is responsible. In case of later modifications to the contract initiated by the purchaser and affecting delivery periods they will be extended by an adequate proportion. We will only comply with our delivery obligation to the extent that the purchaser properly complies with his obligations in due time. We reserve the right to object due to unfulfilled contractual obligations.
3. Our delivery obligation shall be subject to the correct and punctual supply to ourselves, unless we are responsible for such incorrect or unpunctual supply to ourselves. Events of force majeure or other circumstances for which we are not responsible entitle us to delay the delivery by the period of impediment and by an adequate initial period or to withdraw from the not yet fulfilled part of the contract. Events of force majeure are similar to strike, lock out and other circumstances that essentially hinder or prevent us from supplying without our responsibility independent of whether these events hit us or one of our upstream suppliers.
4. Delivery will always be made on account and at risk of the supplier unless the prices are fixed in writing to free place of destination. Moreover, the goods will generally be delivered without packaging. Without specific agreement, the transport route, transport means and protection equipment will be specified at our discretion and based on our experience. In case of an agreement to packaging it will be charged at the usual market value. We will take back transport and further packaging types pursuant to the packaging regulations to the extent that it has not been bought by the entrepreneur in his capacity as purchaser. In case of a delivery free place of destination of the purchaser, the agreed price will always apply as free on car at a usable route. The purchaser will be responsible for unloading the goods and will bear the costs related to this.
5. Upon transfer of the goods at the destination specified for the execution of the delivery and not later than at the time when the goods leave our plant or storage, the risk of accidental loss or deterioration - also in case of a delivery free point of destination - shall pass on the purchaser irrespective of who bears the transport costs and of whether transport is made from the place of performance or not. In case that the delivery is delayed for causes for which the purchaser is responsible, this risk shall pass on the purchaser at the time of the notification of the readiness to dispatch and/or of the readiness for collection. Goods which are contractually made available must immediately be collected, otherwise we will be entitled to dispatch the goods after a reminder at the purchaser's cost and risk or to store it at our own discretion and to invoice it immediately. In the

event that a delay in delivery, for which we are not responsible, lasts more than four weeks the purchaser will have to pay for the customary storage costs.

6. In case that a transport on the intended routes or to the specified destination or time is impossible for reasons for which we are not responsible, we shall be entitled to deliver via a different route or to a different destination whereas the purchaser will have to bear any additional cost. The latter shall however be granted a right to make a statement in advance.
7. In case of transport damages the seller must immediately request an accident report from the competent entities and inform us in writing. Without restricting his rights from § 8 the purchaser will have to receive supplied goods even if they are affected by minor damages. We shall always be entitled to render partial deliveries or services unless partial deliveries or services would be unacceptable to the purchaser.
8. In line with the customary scope we shall be entitled to make under- or over-deliveries to the extent acceptable to the purchaser.
9. In case that the purchaser declares prior to the production of the ordered goods that he has no intention to accept them, he will have to pay 40 % of the contract value to compensate for lost profit and the incurred costs, and both parties reserve the right to furnish proof of higher or lower damages.
10. In case that the delivery is not made within the indicated time period, purchaser may give notice to us by setting an appropriate period of grace of not less than 14 days. To become effective, all notices and notices setting periods of time need to be made in writing. If after the expiration of that period granted by the purchaser the goods are still not ready for dispatch, the purchaser shall be entitled to withdraw from the contract or to otherwise cancel the contract to the extent that he referred to this effect of the unsuccessful expiration of the granted period in his written notification on the extended period. Further liabilities of the supplier pursuant to § 287 BGB shall be excluded.

## **§ 7 Right of withdrawal and of restitution**

1. If the purchaser is entrepreneur, he has no right of withdrawal or restitution pursuant to § 312d BGB in connection with §§ 355, 356 BGB. Consumers may revoke their contractual statement within two weeks without stating reasons in written form (e.g. letter, fax, e-mail) or – if the goods are supplied to them prior to the expiry of the period, also by returning the goods. This period shall commence on receipt of the written notice of the right to withdraw but not before the conclusion of the contract and not before the receipt of the goods by the addressee (and in case of recurring supplies of similar goods not before the receipt of the first partial delivery) and also not before the fulfilment of the information obligation in accordance with Art. 246 § 2 in connection with § 1, sect. 1 a. 2 EGBGB (Introductory Act to the Civil Code) and of our obligations

pursuant to § 312g, sect. 1 c. 1 BGB in connection with Art. 246 § 3 EGBGB. To comply with this period of withdrawal, the timely dispatch of the withdrawal notice or of the goods shall suffice.

2. In case of the valid withdrawal, performances received by both parties and possible advantages (e.g. derived benefits) must be returned. To the extent that the consumer is not or only partially able to return the received performances or where a return is only possible in a deteriorated state, he/she shall compensate for the loss of value. For a deterioration of the goods and for the derived benefits the value will only have to be compensated if these benefits or this deterioration result from a treatment of the goods exceeding the control of their specifications and functioning. "Control of specifications and functioning" shall mean the testing and trying of the goods as it would be possible and common practice in shops for instance. A loss of value resulting from a use of the goods beyond their pure control and effecting that the returned goods can no longer be sold as new goods shall be borne by the consumer.
3. In case of the valid withdrawal, objects, which can be sent by parcel, must be returned at our risk. The consumer will have to bear the ordinary cost of return shipments if the delivered goods comply with the order and if the price of the goods to be returned does not exceed the amount of 40 Euros or if - in case of a higher price of the goods - the consumer had not effected the consideration for the goods or not made an agreed partial payment. In all other cases the return shipment will be free of cost. Goods which cannot be dispatched in a parcel will be collected. Obligations to return payments must be met within 30 days. This period shall commence for the consumer on the date of dispatch of the withdrawal notice or for us on its receipt.

## **§ 8 Obligation to inspect and to notify defects**

1. Within two weeks from the delivery or inspection, the purchaser must inform us in writing on defects which become apparent upon delivery or inspection of the purchased goods and will have to state precisely the type of defect.
2. If the purchaser is entrepreneur, the following provisions shall apply in lieu of section 1 above:
  - a) The warranty rights of the purchaser are subject to an observation of the duties of the purchaser deriving from § 377, 378 HGB and of the following provisions regarding the inspection of the goods and our notification.
  - b) Complaints based on apparent defects that have not been notified to us in writing immediately or within a period of two weeks from the receipt of the goods with a precise description cannot be taken into account. Defects, which are not apparent and cannot be discovered in spite of fulfilling the obligations deriving from § 377, 378 HGB must be notified immediately after they have become apparent, however at the latest after two weeks after they have

become apparent in writing and with precise description of such defect; and any further processing or handling of the goods must be stopped immediately.

- c) The defective goods shall be retained in the condition at the time when the defect was identified and shall be made available to us for inspection. We are entitled to perform on-site-inspections in order to convince ourselves of the accuracy of a complaint. Reservations specified in the bill of loading do not prove the existence of defects. In case that the defect is caused by imprecise or incorrect information by the purchaser concerning the intended use or the exposure of the material, we shall be released from any warranty obligations.
- d) In case that we deliver goods directly to third parties, the purchaser has to effect that the above-named obligation of the purchaser to notify defects is also validly agreed upon in the relationship between the third party and the purchaser. The purchaser has to inform us without undue delay and in writing about a possible notification of defects by such third party and to forward such notification to us.
- e) e) Without undue delay the purchaser has to treat with cold zinc spray or paste galvanized parts, which have been damaged during their transportation or assembly and/or which are re-welded, as well as oversized parts, which are assembled after having been galvanized. The same applies to lagging acid spots which look like rust.

## **§ 9 Warranties**

1. In case of justified and timely notice of defects pursuant to § 8 - or to the extent that the purchaser is consumer in case of unapparent defects of the purchased goods - we warrant that the goods delivered by us shall have the agreed quality according to the provisions of sales law and in line with the following rules.
2. In case of proven material defects, we will perform our duties at our discretion either by supplying a new product free of defects (substitution delivery) to the purchaser or by eliminating the defect (rectification). In case the purchaser is consumer, this right to discretion shall not be with us but with the purchaser in contrast to clause 1 of this paragraph. However, in such case we are entitled to reject a supplementary performance chosen, if this will lead to disproportional cost and if another type of supplementary performance will not lead to material disadvantages for the consumer.
3. On our request and in case of supplementary performance, the purchaser will have to specify his notification of defects and to present written reports of defects and other information suitable for an analysis of the defect. We shall bear the costs of supplementary performance to the extent that they are not increased by restitution of the goods to a different as the contractually agreed place of delivery. In case of a proven defect in title, we will proceed to supplementary

performance by either granting the purchaser a legally indisputable possibility to use the delivered goods or at his discretion replaced or modified equivalent goods. In case the purchaser receives a faulty assembly instructions, we shall only warrant in case that the assembly has not been made without defects or that the faults in the assembly instructions prevent a proper assembly.

4. If the supplementary performance according to the above paragraphs 2 and 3 is unsuccessful, the purchaser may withdraw from the contract or reduce the purchase price. If there are only minor defects, the purchaser shall not be entitled to withdraw from the contract. Such withdrawal shall, however, be subject to a prior granting of an adequate grace period in writing, unless such period is not legally required. In case that the purchaser withdraws from the contract due to defects in law or to material defects, he shall not be entitled to claim for damages whatsoever. In case of a withdrawal from the contract the purchaser shall be liable for deterioration, loss and lost use not only pursuant to the care one usually employs in one's own affairs but also for any negligence on his part.
5. We will reimburse for damages and expenses resulting from a defect only according to the limitations as provided for in § 9.
6. The purchaser shall notify us of any claim asserted by third parties and preventing the purchaser's contractual possibility of use immediately and exhaustingly in writing. Already now, he authorizes us to solely conduct judicial or extra judicial legal disputes with such third party. If we exercise such right at our own discretion, the purchaser must not recognize the claims of the third party without our consent. We will be obliged to defend us against such claims at our own expense and shall hold the purchaser harmless of any costs and damages resulting from such defence unless they are based on a conduct of the purchaser which is contrary to his obligations. The provisions of this paragraph shall apply irrespective of the statute of limitations as provided for in § 9, subsection 3.
7. Our statements regarding the quality of the goods shall not be considered as guarantees with regard to the quality, unless the parties explicitly agree upon such a guarantee. In such case the rights of the purchaser will depend on our guarantee declaration. The purchaser will have to assert his rights deriving from the guarantee declaration within two months from the entry of guarantee case (term of foreclosure). If the purchaser is entrepreneur, public declarations, promotional statements and advertisements shall not constitute descriptions of the quality.
8. If the purchaser successfully uses his warranty rights by way of recourse pursuant to the provisions of the sale of consumer goods, this shall not affect the recourse rights arising from these provisions on the sale of consumer. §9 shall apply to claims for damages. The purchaser will be obligated to notify us without undue delay as soon as he gets aware of a recourse event in the delivery chain. Otherwise the goods shall be deemed approved. The purchaser will only

have legal recourse rights against us to the extent that he has not agreed on any provisions exceeding the statutory warranty claims with his customers. The purchaser's right to reimbursement of expenses shall be excluded for such expenses which would not have incurred had he taken adequate measures for supplementary performance. In case that the purchaser stores the goods for a period which significantly exceeds the period customary in trade, the purchaser has to explain and to prove that the asserted defect was already present in the goods at the time when the risk passed to the purchaser.

## **§ 10 Liability**

1. In any case of contractual or non-contractual liability we shall pay for damages or reimburse unnecessary expenses only:
  - a) in case of wilful conduct and gross negligence always in full; in case of wilful conduct or gross negligence of ordinary vicarious agents and to the extent that the purpose of the contract is not at risk, we shall only be liable in the amount of the typically foreseeable damage, the materialization of which was to be prevented by the violated obligation;
  - b) in other cases: only in case of a violation of a material contractual obligation by us, by one of our executive employees and by other agents of us and to the extent that this threatens the purpose of the contract, however limited to the amount of € 25,000.00 for each event of damage and to € 50,000.00 in total, unless in each particular case such amount is to be considered inadequately low. The aforementioned limitation of liability shall not apply if the purchaser is a consumer. In case of a slightly negligent breach of our contractual obligations we shall be liable to the purchaser, however limited to the amount of the typically foreseeable damage, the materialization of which was to be prevented by the violated obligation;
  - c) to any further extent: if we are insured against occurred damages, limited to the insured sum pursuant to our product liability insurance and subject to the condition precedent of a payment by the insurance. We agree to disclose our insurance policy to the purchaser.
2. The limitations of liability according to subsection 1 shall not apply for a liability for damages resulting from an injury to life or physical health or resulting from giving guarantees of quality or resulting from fraudulently hiding a defect or from the mandatory liability provided for in the product liability law.
3. Unless provided for otherwise above, any form of liability shall be excluded. We reserve the right to assert a contributory negligence of the purchaser.
4. For all warranty claims asserted against us a limitation period of
  - a) two years in case that the purchaser is a consumer,

b) and of one year shall apply in case that the purchaser is entrepreneur.

This limitation of the limitation period according to subsection b of this paragraph shall not apply for goods which have been used for a building according to their purpose and that have caused defects to that building or if we have acted fraudulently. This period of limitation shall commence at the time specified in § 199 sect. 1 BGB. It will expire not later than upon the expiration of the maximum periods specified in § 199 sect. 2 to 4 BGB. In case of defects in title that exist for a material law of a third party and due to which such third party shall be entitled to demand to hand out the goods, this period of limitation will amount to 10 years.

5. The suspension of the limitation of claims deriving from or in connection with the contractual relationships between the parties according to § 203 BGB will cease as soon as we or or the purchaser will refuse to continue negotiating the claim or the circumstances on which the claim is based on. Unless one of the parties expressly declares in writing that the negotiations have failed, the refusal shall be deemed to have occurred six months from the dispatch of the last correspondence, the object of which was the claim or the circumstances on which the claim is based on.

## **§ 11 Calculation criteria**

Basis for the calculation is the full rectangular surface. The covered surfaces will be calculated as a whole, including the butt joints and fetches as well as cutouts. In case of round screeds or segments, the full rectangular surface will correspond to the smallest rectangular, surrounding the screeds. For single grids below 0.7 square meters, we charge graded surcharges for under-sizes. The running meters for additional aprons for line sections and cut-outs will be charged additionally.

## **§ 12 Place of performance, jurisdiction, applicable law, severability**

1. If the purchaser is entrepreneur, the place of performance and exclusive venue for all litigations arising in connection with our contractual relationship shall be at the seat of our company; we may however also opt to sue the purchaser at his place of residence. This venue shall also apply if the purchaser after the conclusion of the contract moves his residence or usual place of dwelling to a place outside Germany or if his domicile or usual place of dwelling are unknown at the moment of commencing an action.
2. The contractual relationship is exclusively subject to German law. An application of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is excluded.
3. Should one or more of the provisions of the contract concluded between us and the purchaser or of these General Terms and Conditions be or become invalid,



this shall not affect the validity of the remaining provisions. Any such invalid provision shall be replaced by another provision coming as close as possible to the original purpose and economic intent of the parties. The same shall apply analogously for any gap in the contract.

4. Our previous terms of sales and supply herewith cease to have effect.

Schmelz-Limbach, September 2012, Gebr. Meiser GmbH