

DUNMORE Europe GmbH

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Registered in Freiburg HRB 4931

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General terms and conditions

Section 1 General information and scope

(1) The following general terms and conditions of business apply to all transactions and deliveries between us and companies (Section 14 German Civil Code [BGB]), legal entities under public law and special asset bodies subject to public law; they do not apply to transactions with consumers.

(2) We do not acknowledge terms of the customer which conflict with or deviate from our general terms and conditions of business if they are not equivalent in content to our general terms and conditions.

(3) It is agreed that for orders and deliveries between us and customers in other countries, the law of the Federal Republic of Germany (the UN Convention on the International Sale of Goods, national law secondarily) shall apply to all business relations regardless of their legal basis.

The contractual language for business relations with customers in other countries shall be German or English as we choose. Our choice will be made based on the language used by us with the customer.

(4) We comply with the applicable laws of the Federal Republic of Germany for products we produce in the Federal Republic of Germany.

(5) With the export of our products, we are not liable for their exportability, the requirement for official approvals or any regulations concerning foreign trade for the intended country to which they are to be exported. Compliance with the domestic provisions of the respective export country is the responsibility of the customer and subject to the customer's review.

Section 2 Quotation

(1) If the order of the customer is to be qualified as a quotation, then we can accept it within four weeks. Acceptance can be declared in writing or by delivering the goods to the customer.

(2) Our quotation is subject to confirmation and not binding if not otherwise stipulated in the order confirmation.

(3) We reserve ownership rights and copyrights for illustrations, drawings, calculations and other documentation. This also applies to written documentation designated as confidential. The customer requires our explicit written approval to convey these to third parties.

(4) Information in catalogs, drawings and descriptions as well as data on performance, dimensions, weight and color are only approximate if it is not the subject of a binding quotation. Moreover, we reserve the right to make changes and improvements to the delivery item during the delivery period if these changes are reasonable for the customer. Deviations in dimensions, content, weight and color are permitted in the usual commercial scope.

Section 3 Prices and terms of payment

(1) Unless otherwise specified in the order confirmation, our prices apply "ex works", excluding packaging, which will be invoiced separately. Installation and assembly costs are included in the price only by separate agreement.

(2) Statutory VAT is not included in our price. The customer undertakes to notify us of the customer's VAT identification number no later than when the first order is placed.

(3) Unless otherwise specified in the order confirmation, the purchase price is due in full upon receipt of invoice.

(4) The customer may exercise offset rights only when the customer's counterclaims have been established as legally enforceable, are undisputed or are acknowledged by us. Rights of retention can only be asserted if the counterclaim is based on the same contractual relationship and is not disputed by us. This does not apply for any counterclaims based on defective delivery (such as the costs of correcting defects and additional costs for finishing).

Section 4 Delivery date

(1) If a delivery period has been agreed, that it begins with the date of our order confirmation but not before the customer has furnished all documentation to be provided and all technical questions to be answered by the customer have been fully resolved and all details for the desired implementation have been specified by the customer.

(2) If we are unable to meet our obligation to deliver or cannot do so in a timely manner due to impediments beyond our control and not reasonably foreseeable by us at the time the contract is signed, the delivery period will be extended appropriately. Impediments beyond our control particularly include untimely and improper deliveries by our suppliers themselves if we have contracted a specific covering transaction. We shall inform the customer as soon as possible with regard to the beginning and end of the impediment. If the impediment lasts longer than three months or it is clear that it will last longer than three months, either party may declare the contract to be null and void.

(3) If after the signing of the contract we become aware of circumstances which lead to justified doubt regarding the ability to pay or creditworthiness of the customer, and because of this our claim for payment from the contract concluded is at risk, we are entitled to withhold our goods and services until the payment from the contract concluded has been made or security for the payment has been provided and the customer has settled any other accounts receivable due from the business relationship, which have an economic relationship with the contract concluded.

(4) The delivery date is agreed as approximate. It is only a fixed date if explicitly designated as such.

(5) The rights of the buyer as detailed in Section VII of these general terms and conditions of business remain unaffected.

Section 5 Transfer of risk

(1) Unless otherwise specified in the order confirmation, delivery is agreed "ex works".

(2) The risk of accidental loss and accidental deterioration of the item sold is assumed by the customer upon transfer, in the case of sale involving shipment upon transfer of the goods to the carrier, shipping company or other person or establishment designated to carry out the shipment.

Section 6 Retention of ownership

- (1) The delivered goods remain our property until all receivables from the order are settled, including any notes receivable.
- (2) To the extent that the effectiveness of our retention of ownership requires the involvement of the customer (for example, by registration), the buyer shall undertake the actions necessary to substantiate and preserve our rights.
- (3) If the customer is in default of payment or does not pay a bill which is due, then we are entitled to recover the goods if this duty is not fulfilled within a suitable statutory grace period.

Section 7 Warranty and liability

- (1) Our warranty is subject to the following provisions.
- (2) Claims for material defects can only arise if the item delivered has a material defect at the time of risk transfer. The customer bears the burden of proof that the delivered item was defective at the time of risk transfer.
- (3) The customer is to provide notice of defects of any kind in writing without delay if this corresponds to a proper course of business. However, defects which are not apparent must be reported only after their discovery.
- (4) If the delivered goods are defective, the customer can demand as supplementary performance, subject to our choice, either that the defect be corrected (rectification) or the delivery of an item which is not defective (replacement delivery). If we are not prepared or are unable to carry out rectification or replacement delivery, and in particular if this is delayed beyond appropriate time limits for reasons which are our responsibility, or if the rectification or replacement delivery fails in some other way, then the customer may choose to withdraw from the contract or to reduce the purchase price if further attempts for supplementary performance are not reasonable for the customer.
- (5) Material defect claims are time-barred after 12 months. This does not apply if the law prescribes longer periods nor in cases of injury to life, body or health in which there is a deliberate or grossly negligent breach of duty by the supplier and in the case of fraudulent concealment of a defect.
- (6) We are liable according to the provisions of product liability law as well as in cases of incapacity and impossibility for which we are responsible. Moreover, we are liable for damages according to statutory provisions in cases of malicious intent, gross negligence, assumption of warranty for the condition of the item and an injury to life, body or health for which the supplier is responsible. The specification included by us with the delivery does not constitute a declaration of warranty. Moreover, if we violate a significant contractual duty (a duty for which fulfillment is necessary to make proper performance of the contract possible and for which the contractual partner trusts that it will be met and is entitled to do so) through simple negligence, our obligation for compensation is limited to the foreseeable damages typical of contracts. In all other cases of liability, claims to compensation for damages due to the violation of a duty from the contractual relationship as well as due to unlawful action are barred, so that we are not liable for lost profit or other financial losses in this respect.

Section 8 Jurisdiction

- (1) The sole place of jurisdiction for all disputes arising from the contractual relationship is Freiburg, Germany. However, we are also entitled to file suit at the domicile of the customer.
- (2) If there is no agreement to the contrary, the place of fulfillment for all claims from this contract is Freiburg, Germany.