

General Terms and Conditions of the Udo Plante GmbH

Art. 1 Validity

All current and future dealings with the Udo Plante GmbH company will be exclusively governed by the following General Contracting Conditions in their German version.

Any agreement complementary to the present conditions will require our written authorization.

Art. 2 Offers

All offers will be made under no obligation whatsoever.

For an offer to be definitively accepted, written confirmation from the Udo Plante GmbH company will be required.

Art. 3 Shipments

Additional expenses, such as transport, wrapping, customs duties and taxes will be subject to payment. The contractor will be responsible for shipping costs, unless other arrangements are made at the time the order is confirmed. The Udo Plante GmbH company will not insure merchandise against damages occurring during transport. The customer will take full responsibility for any possible damages occurring to the merchandise as of the time it leaves the company's warehouse.

The delivery terms will be determined to the best of our knowledge and ability. The Udo Plante GmbH company will seek to comply with the established delivery periods. In general, the agreed delivery times will not be binding unless the Udo Plante GmbH company expressly confirms the binding nature of the agreement.

The Udo Plante GmbH company reserves the right to ship partial amounts.

The Udo Plante GmbH company is not responsible for the delivery of any merchandise purchased in foreign countries.

Following the preliminary notification of the customer, the Udo Plante GmbH company will be exempt from the shipment periods established if there is any interruption in the process, be it in the Udo Plante GmbH company or any other company of fundamental importance for the production and transport of the products. In these cases, the shipment period will be extended as necessary. Furthermore, the customer will not be eligible for any indemnity.

In this regard, an interruption in the process will be considered as any event that results in an impediment that, objectively, can not be attributed to the Udo Plante GmbH company, especially any shortage of raw materials or energy resources, lack of transport systems, actions taken by authorities, labor conflicts, wars and revolts as well as any significant damage to machinery, or damage due to water or fire, especially those considered force majeure.

The buyer is only entitled to indemnity for delay or the non-fulfillment of the shipment, regardless of the causes, according to the stipulations contained in Article 11. The company will be exempt from any responsibility according to Art. 278 of the German Civil Code.

Art. 4 Withheld property

The merchandise to be shipped, including its packing, will remain on the Udo Plante GmbH company premises until the fulfillment of all contractual obligations between company and

customer. In the event of pending invoices, the Udo Plante GmbH company will consider the property withheld as collateral for pending collections.

If payment is made by check, its settlement date will be considered valid, not its date of issuance.

It will not be possible for any third party to undertake pledges or guaranteed transmission for withheld merchandise. In the event of pledging, embargo, or other actions made by a third party in violation of the Udo Plante GmbH company's rights, the buyer will be obliged to expressly claim the aforementioned retained property, communicating this event to the Udo Plante GmbH company in writing.

The Udo Plante GmbH company will shape or mix the withheld property in its role as commercial agent in accordance with Art. 950 of the German Civil Code, without these standards being of an obligatory nature for the company.

According to the present clause, the material used for its eventual manipulation will also be considered property of the Udo Plante GmbH company.

If the buyer uses the merchandise for the shaping or union of the material with other merchandise, the Udo Plante GmbH company will acquire co-property rights over the new merchandise, using the calculation criteria of the invoice value of the withheld merchandise in relation to the invoice value of the non-withheld merchandise utilized in the shaping or union.

In the event that the Udo Plante GmbH company loses property rights over certain merchandise through material shaping or union, the buyer must transfer to the Udo Plante GmbH company that part of their own property rights over the new merchandise which corresponds to the invoice value of the withheld merchandise. The buyer will store the new merchandise at no cost to the Udo Plante GmbH company. In other words, by virtue of the present paragraph, the co-property rights acquired in this manner correspond to the withheld merchandise.

The buyer will only be entitled to make a later sale or other disposal of the withheld merchandise if said sale forms part of a normal commercial transaction, as long as the customer does not fall behind in payments to the Udo Plante GmbH company.

In accordance with the present document, the buyer relinquishes all claims to later sale, including possible guarantees for the purchase/sale value, to the Udo Plante GmbH company. In the event that the merchandise is sold with other merchandise that is not property of the Udo Plante GmbH company, this relinquishment of pretensions will be equal to the invoice value of the merchandise.

In the event that the buyer sells withheld merchandise that has been shaped with other merchandise which is not property of the Udo Plante GmbH company, the cession will be equal to the proportion of the total value of the co-property of the sellers.

Merchandise withholding will only be considered contract cancellation when the Udo Plante GmbH company confirms this situation expressly in writing, unless there exist legal conditions that stipulate otherwise.

The buyer will notify the Udo Plante GmbH company immediately and in writing when third parties demand rights over the withheld merchandise or over the rights acquired by the Udo Plante GmbH company.

Art. 5 Granting credit

The Udo Plante GmbH company reserves the right to halt pending shipments when the buyer does not fulfill their payment obligation or when the Udo Plante GmbH company determines that the amount of credit requested by the buyer to be excessive. In the event of late payments, interest will be charged. The interest rates will be calculated according to the respective bank interests and expenses charged to the Udo Plante GmbH company.

Art. 6 Guarantees

The purchaser will make any claims related with damages, defects or lack of weight immediately and in co-operation with the transport companies.

Again, the Udo Plante GmbH company will not insure its merchandise against damages due to transport.

The buyer will be responsible for checking to ensure that the merchandise has defects at the time of its delivery; that is, the buyer is to ensure that these defects have not come about due to improper usage, treatment or external factors.

This procedure will also be followed when the buyer or third parties make modifications, later manipulations, or repairs without the authorization of the Udo Plante GmbH company.

When part of a shipment is defective, the claim can not cover the entire shipment. The Udo Plante GmbH company will only offer the possibility of applying a discount over the initial price, or sending new merchandise, but will not allow for the possibility of redhibitions or the payment of indemnities.

The possibility to require guarantees will be nullified if the buyer has manipulated or sold the merchandise after observing the defects or after the time in which the defects were to have been observed has expired.

The return of merchandise will be made with the express authorization of the Udo Plante GmbH company, under the responsibility and at the risk of the buyer to a site determined by the Udo Plante GmbH company.

Art. 7 Payment method

All of the Udo Plante GmbH company's invoices are to be settled promptly after their reception, without discount. Shipments made to and from foreign countries will require advance payment. If the payment period is passed all open invoices automatically become due, nullifying previously-agreed payment periods. The Udo Plante GmbH company reserves the right to impose the payment of enforced collection and late fees, applying the usual bank interest rates. Payments will be considered late once the term due date is passed. Prior notification by the Udo Plante GmbH company will not be required.

If the customer does not fulfill their payment obligations, the Udo Plante GmbH company reserves the right to cancel pending shipment, as well as any existing contracts.

Art. 8 Binding nature of drawings, illustrations, dimensions and weights

Drawings, illustrations, dimensions and weights are only approximate indications unless they have been expressly described as being binding. Deviations of

up to 10% are possible in weight, no. of pieces or dimensions, providing DIN/EN norms are not an obstacle to this. Supplies of semi-finished products are subject to deviations in diameter, weight or structure as a result of the raw material or production; over-lengths or under-lengths as customary in the trade are permissible. The ordering party has to vouch for the fact that drawings for execution of the order submitted by him do not impede the property rights of third parties. He keeps us free of damages in the case of recourse claims.

Art. 9 Documentation submitted to us

We retain property rights as well as copyrights concerning all the documentation submitted to the ordering party in connection with the placing of the order, e.g. calculations, drawings etc. This documentation must not be made available to third parties unless we give the ordering party our express written agreement on this subject. If the ordering party does not accept the offer this documentation is to be returned to us immediately.

Art. 10 Rights to tools

By paying a share of the cost of the tools, the ordering party does not acquire any rights to the tools.

Art. 11 Indemnities

The buyer will not have the right to claim indemnities, no matter the legal justification (e.g. non-compliance, impossibility, contractual violations, non-compliance of contractual obligations, improper proceedings, unlawful proceedings, compensation between joint debtors, failed actions, defective performance of later corrections) unless the actions of the Udo Plante GmbH company or its legal representative constitute a fraudulent act, or dangerous negligence that violates the pertinent legal stipulations.

Art. 12 Agreements

The agreements or statements not included in the conditions specified in the foregoing or even those that surpass the limitations described herein, will require written confirmation. When an order is admitted, the buyer will automatically accept all of the foregoing conditions.

Art. 13 Legal validity of the present General Contracting Conditions

If any of the agreements contained in this document were found to be legally invalid, or were partially or totally impractical, none of the remaining conditions would be thereby affected.

Art. 14 Jurisdiction

The courts of the city of Duisburg will be designated as the municipality in which to settle any disputes, including those having to do with promissory notes or bank check. Likewise, the Udo Plante GmbH company reserves the right to take legal action against other contracting parties in their home jurisdictions.