

General Terms and Conditions of Sale

of Bernhard Amsbeck GmbH & Co. KG, D-48336 Sassenberg, Germany
and Bernhard Amsbeck Beton-Guß GmbH & Co. KG, D-04808 Wurzen, Germany

Status: October 31st, 2013

§1

Scope

(1) Our terms and conditions of sale apply exclusively; we do not recognise contrary terms and conditions from the customer, or terms and conditions that deviate from ours, unless we expressly consented to their validity in writing. Our terms and conditions of sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge of contrary or deviating terms and conditions of the customer.

(2) All agreements that are concluded between us and the customer for the purposes of executing this contract are contained in writing in this contract.

(3) Our terms and conditions of sale shall apply to all transactions with persons who act on the conclusion of the contract in the exercise of their commercial or self-employed occupational activity (entrepreneurs), or with legal entities under public law or a special fund under public law.

§2

Offer/Acceptance of Order

(1) Our written acceptance of order shall govern the scope of the delivery. Supplements, amendments and ancillary agreements shall require our written confirmation.

(2) The technical data contained in the offer and the acceptance of order and the associated documentation such as illustrations/drawings including data on dimensions and weights have been prepared with care; errors and omissions excepted.

(3) We reserve title and copyright in all illustrations, drawings, calculations, samples and other documents and information, including in electronic form. This also applies to such written documents that are marked „confidential“. Before passing them to third parties the customer must obtain our express written consent.

(4) We reserve the right to make changes to the design and shape that serve technical progress and are reasonable for the customer, including after acceptance of the order. This also applies to reasonable minor changes.

§3

Prices – Terms and Conditions of Payment

(1) Unless otherwise shown in the acceptance of order, our prices are in euros (€) ex works, excluding freight, packing, forwarding and customs duties; this will be invoiced separately.

(2) Out prices are net of VAT; this will be shown separately in the invoice at the amount valid on the date of invoicing.

(3) Unless otherwise shown in the acceptance of order, the purchase price is due and payable net (without deductions) within 30 days after the date of the invoice. The statutory provisions governing the consequences of default of payment shall apply.

(4) The customer shall only be entitled to set off if his counterclaims have been declared final and absolute, or are not disputed or have been acknowledged by us. A right of retention is also excluded to this extent. In addition, the customer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

(5) The minimum order value is €50.00.

(6) We reserve the right to increase our prices for deliveries accordingly after the expiry of four months from the date the contract is concluded if after the contract is concluded increases to the circumstances forming the price have occurred, in particular because of collective wage agreements or increases in the prices of materials. We shall provide evidence of this to the buyer on demand. This shall not apply if the time limit is exceeded because of a delay in delivery. The above provisions shall apply analogously to individual calling-forward notices under blanket orders.

§4

Delivery period

(1) The beginning of the delivery period that we stipulate presupposes the clarification of all technical questions.

(2) Compliance with our delivery obligation presupposes in addition the timely and due fulfilment of the customer's obligations. The defence of a non-filled contract is reserved.

(3) Delivery dates shall be complied with if the object of the delivery has left the plant by their expiry date or readiness for shipment has been notified.

(4) Subsequent changes requested by the customer shall interrupt the delivery periods and delivery dates until the final clarification of the change. Following this, a new appropriate delivery period shall start to run.

(5) If the customer is in default of acceptance or culpably breaches other duties to cooperate, we shall be entitled to demand compensation for the loss we suffer through this, including any extra expenses. We reserve the right to further claims or rights.

(6) Insofar as the preconditions of subsection (5) exist, the risk of an accidental loss or the accidental deterioration of the object of the purchase shall pass to the customer at the moment that he is in default of acceptance or payment.

(7) We shall be liable in accordance with the statutory provisions insofar as the fundamental contract of sale and purchase is a fixed date purchase as defined in s. 286(2) No 4 German Civil Code (BGB) or s. 376 German Commercial Code (HGB). We shall also be liable in accordance with the statutory provision insofar as the customer is entitled to claim that he is no longer interested in the further fulfilment of the contract in consequence of a delay in delivery for which we are responsible.

(8) We shall be liable in accordance with the statutory provisions insofar as the delayed delivery is based on an intentional or grossly negligent breach of contract for which we are responsible; fault of our representatives or agents shall be imputed to us. Insofar as the delayed delivery is based on an intentional or

grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable typically occurring damage.

(9) We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery that was due to us was caused by the culpable breach of a material contractual obligation; in this case however our liability for damages shall be limited to the foreseeable typically occurring damage.

(10) In general we shall be liable in the case of delays to delivery to maximum damages of 0.5% of the value of the shipment for each full week of delay, but not exceeding a total of 5% of the value of the shipment.

(11) Other statutory claims and rights of the customer are reserved.

§5

Shipment - Transfer of Risk – Packaging Costs

(1) Unless otherwise shown in the acceptance of order, delivery ex works is agreed.

(2) Part deliveries shall be permissible to a reasonable extent. Any additional transport costs that this causes shall be for our account, unless the part deliveries are made at the customer's request.

(3) Special agreements shall apply for the return of packaging.

(4) Insofar as the customer desires, we shall take out transport insurance for the shipment; the customer shall pay the costs accruing for this.

§6

Liability for Defects

(1) Claims for defects by the customer presuppose that the latter has duly complied with his obligations to inspect and give notice of defects pursuant to s. 377 German Commercial Code.

(2) Insofar as the object of sale has a defect, we shall be entitled at our option to subsequent performance in the form of eliminating the defect or delivering a new item free of defects. In case of the elimination of the defect or a substitute delivery, we shall be obliged to pay expenses required for the subsequent performance, in particular the costs of transport, freight, labour and materials insofar as these are not increased by the object of sale having been brought to a location other than the place of performance.

(3) If the subsequent performance is unsuccessful, the customer shall be entitled to demand rescission or a price reduction at his option.

(4) We shall be liable in accordance with the statutory provisions insofar as the customer claims damages that are based on intention or gross negligence, including intention or gross negligence on the part of our representatives of vicarious agents. Insofar as we are not accused of an intentional breach of contract, liability for damages shall be limited to the foreseeable typically occurring damage.

(5) We shall be liable in accordance with the statutory provisions insofar as we culpably breach a material term of the contract; in this case as well, liability for damages shall be limited to the foreseeable typically occurring damage.

(6) This shall not affect liability for culpable injury to life and limb or health; this shall also apply to mandatory liability pursuant to the Product Liability Act.

(7) Liability is excluded except where regulated otherwise above.

(8) The period of limitation for claims for defects shall be 12 months calculated from the transfer of risk, unless we are liable in accordance with the above sub-sections 4 to 6. The statutory period of limitation shall apply in case of defects to buildings or defects to objects that are used for a building in accordance with their usual manner of use and cause the defectiveness.

(9) This shall not affect the period of limitation in case of claims asserting a right of recourse for deliveries pursuant to ss. 478, 479 BGB; this shall not exceed five years, calculated from the date of delivery of the defective item.

§7

Joint Liability

(1) Liability for damages further than provided for in §6 is excluded irrespective of the legal nature of the claim submitted. This shall apply in particular for claims for damages for negligence in contracting, for other breaches of obligations or for claims in tort for compensation for material damage pursuant to §823 German Civil Code (BGB).

(2) The delimitation in accordance with subsection (1) shall also apply insofar as the customer demands reimbursement of expenses disbursed to no avail instead of a claim for compensation for damage instead of performance.

(3) Insofar as claims against us for damages are excluded or limited, this shall apply with regard to the personal liability for damages of our employees, associates, representatives and vicarious agents.

§8

Securing Reservation of Title

(1) We reserve title to the object of sale until receipt of all payments under the business relationship with the customer. In case of allocation to a current invoice the reservation of title shall apply to the respective balance. In the event of behaviour of the customer in breach of contract, in particular default of payment, we shall be entitled to take the object of sale back. If we take back the object of sale this shall not be deemed to be a rescission of contract. After taking the object of sale back we shall have the right to sell it and the realisation proceeds shall be set off against the customer's obligations, less reasonable costs of realisation.

(2) The customer shall be obliged to take care of the object of sale; he shall be obliged in particular to insure it at a sufficient replacement value at his own expense against damage by fire and water and theft. Insofar as maintenance and inspection work is necessary, the customer must carry this out in good time at his own expense.

(3) The customer shall inform us in writing without delay of seizures or other interventions by third parties so that we can institute proceedings pursuant to §771 Rules of Civil Proceedings (ZPO). Insofar as the third party is unable to reimburse us the legal costs and out-of-court expenses of proceedings pursuant to §771 ZPO, the customer shall be liable to us for the loss we suffer.

(4) The customer shall be entitled to process the object of sale further in the due course of business or to sell it subject to the agreement of an extended reservation of title. He shall not be entitled to dispose of the item in any other way.

The customer hereby assigns to us all claims against his buyers or third parties that accrue to him under the resale in the amount of the final invoice amount (including VAT) of our claim, irrespective of whether the object of sale was sold with or without processing. If the customer and his buyers have an open account relationship pursuant to §355 Commercial Code (HGB), the customer's claims to the respective balance are also assigned, in particular to the accepted balance and, in the event of insolvency of his customer, to the balance existing at that time. The customer shall remain entitled to collect the assigned claims even after the assignment. This shall not affect our authority to collect the debts ourselves. However, we undertake not to collect the debts as long as the customer complies with his payment obligations, is not in default of payment and in particular a petition for the institution of composition or bankruptcy proceedings has not been submitted and payments have not been suspended. If this is the case, we may demand that the customer informs us of the assigned claims and their debtors, provides all the information necessary for collection, hands over the appropriate documents, and notifies the debtors (third parties) of the assignment.

(5) Processing or reshaping the object of sale by the customer is always to be done for us. If the object of sale is processed with other objects that do not belong to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final amount of the invoice including VAT) to the other processed objects at the time of processing. The provisions that apply to objects of sale supplied under reservation of title shall also apply to objects created by processing.

(6) If the object of sale is mixed inseparably with other objects that do not belong to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final amount of the invoice including VAT) to the other mixed objects at the time of mixing. If mixing is carried out in such a way that the customer's object is to be regarded as the main object, it is deemed to be agreed that the customer assigns pro rate co-ownership to us. The customer shall hold the co-ownership created in this way in safe custody for us.

(7) To secure our claims against him the customer shall also assign all claims against a third party that accrue to him through the connection of the object of sale to property.

(8) We shall be obliged on demand by the customer to release the security to which we are entitled insofar as the realisable value of our security exceeds the value of the debts to be secured by more than 10%; we shall be entitled to select the security that is to be released.

§9

Supply of Software

(1) When software is supplied the purchaser is assigned a non-exclusive and non-transferable right to use the software and the appropriate documentation for the operation of the goods for which the software is supplied. With the exception of backup copies, the purchaser may not make any copies. Copyright signs, serial numbers and other features that serve to identify the software may not be removed or changed.

(2) The purchaser shall be obliged to take suitable measures to prevent unauthorised access to the software and the documentation by third parties. He shall keep the original data that was supplied to him and the backup copies in a safe placed secured against unauthorised access by third parties. Compliance with these terms and conditions of delivery and with the provisions of copyright law must be emphasised to his employees.

(3) Our liability for the loss of or changes to data shall be limited to the typical expense of restoration that would have accrued through making regular backup copies in accordance with the risk.

§10

Legal Venue – Place of Performance

(1) Insofar as the customer is a merchant, a legal entity under public law or a special fund under public law the legal venue shall be the location of our registered office; however, we shall be entitled to sue the customer at his local court as well.

(2) Unless otherwise shown in the acceptance of order the place of performance shall be our registered office.

(3) The laws of the Federal Republic of Germany shall apply; application of the UN CISG is excluded.