

ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS, General Terms and Conditions

For use with:

1. A person who at the time of conclusion of the contract acts on behalf of a business or as a self-employed person (entrepreneur);
2. A legal entity under public law or separate property under public law.

I. TERMS OF CONTRACT FOR ALL DELIVERIES AND SERVICES

1. Scope of Validity

- a) For all – also future – contractual relationships shall apply the following terms unless otherwise agreed in writing.
- b) Different terms to the contrary shall not be valid unless we expressly agreed to their validity in writing. We expressly object to their application. This objection shall also be valid in case Customer determined a special form for the objection. If in Customer's terms of purchase such objection is excluded, statutory provisions shall take the place of the respective divergent regulation.
- c) The following terms shall also apply if ASS effects the delivery to Purchaser without reservation while knowing about contradicting terms or terms deviating from its own terms.
- d) A contract is concluded – if no special agreement is made – when ASS sends a written order confirmation.
- e) The General Terms and Conditions shall also apply to all contractual relationships with a foreign dimension. Also for future deliveries and services shall exclusively apply German law; the contract language shall be German.

2. Significant Deterioration of Purchaser's Financial Circumstances

- a) If ASS should learn about any circumstances which indicate a substantial deterioration or significant endangerment of Purchaser's financial circumstances leading to reasonable doubts with respect to Purchaser's fulfillment of the contractual obligations, ASS may reject performance Purchaser effects payment or provides security for it.
- b) If Purchaser should not effect payment or provide security after a reasonable deadline set by Seller, ASS may terminate the contract and/or cancel it. This shall also apply if ASS rendered the service in full or in part.

3. Defect Report

Upon express request of ASS, a defect report shall be drawn up during acceptance inspection of the services. This report shall include all defects which Purchaser intends to claim. This report shall be signed by representatives of both contractual parties.

4. Power of Representation of Technicians

ASS's technicians are not authorised to make legally-binding declarations. Only ASS's service department is responsible for the fulfillment of the contract.

5. Incremental Cost for Rework Abroad

If rework on delivery items has to be done abroad, which Purchaser already sent to a foreign customer, Purchaser shall bear the incremental cost incurring through rework abroad, especially incremental costs for the provision of ASS technicians and auxiliary personnel.

6. Purchaser's Responsibility to Furnish Documentation

- a) Purchaser is solely responsible for plans, documentation, drawings, samples, etc. as far as these are to be furnished by Purchaser. Purchaser takes in particular responsibility that the documentation provided or its execution are not infringing any property rights of third parties.
- b) ASS is in particular not obligated to verify on behalf of Purchaser whether by submitting quotations drawn up on the basis of detailed design drawings sent by Purchaser any property rights of third parties would be infringed.
- c) Should ASS nevertheless be held liable, Purchaser shall hold ASS harmless in the event of any recourse claims.
- d) Should any damage arise due to defective provisions made by Purchaser or that due to this the whole deliverable is inadequate, Purchaser shall release ASS from any claims.

7. Machinery Directive

If not otherwise contractually determined, Purchaser as user of a complete system shall be responsible for conformity assessment, conformity declaration, as well as CE labelling according to machinery directive 2006/46/EG.

8. Property Rights / Copyrights

ASS reserves property rights and copyrights to samples, cost estimates, drawings, and similar physical and non-physical information – including in electronic form -; they may not be made accessible to third parties. ASS undertakes not to make any information and documentation designated by Purchaser as confidential accessible to third parties without his express consent.

9. Reservation of Ownership

- a) All delivered goods shall remain property of ASS (reserved goods) until all outstanding receivables have been paid in full, in particular any outstanding balances due to ASS on account of the business relationship (balance reservation).

ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS, General Terms and Conditions

This also shall apply to any future and conditional receivables and also if any payments are made for specially designated receivables. This balance reservation shall finally cease with the settlement of all receivables which are still open at the time of payment and are associated with the balance reservation. ASS is entitled to the assignment of any payment claims due from Purchaser.

- b) ASS as a manufacturer processes the reserved goods according to §950 BGB (German Civil Code), without any obligation on ASS's part. The processed goods are considered reserved goods as described in No. 1. If the reserved goods are processed, combined, or mixed with other goods by Purchaser, ASS shall be entitled to proportional co-ownership of the new item on the basis of the ratio of the invoice value of the reserved goods to the invoice value of the other goods used.
- c) If ASS's property should cease through combination or mixing, Purchaser already now shall transfer the property rights due to Purchaser to the new stock or item to ASS to the extent of the invoice value of the reserved goods and will store it free of charge for ASS. The co-ownership rights of ASS shall be considered reserved goods as described in No.1.
- d) Purchaser may only sell the reserved goods in the ordinary course of business and as long as he is not in default, provided that he reserves ownership and the receivables from the resale will go to ASS in accordance with the existing terms. He is not authorised to handle any other dispositions of the reserved goods. Resale shall also include the use of the reserved goods to fulfil service contracts.
- e) The receivables from the resale of the reserved goods shall be assigned to ASS already now, together with any and all securities which Purchaser acquires for the receivables. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by Purchaser together with other goods not sold by ASS, the receivables from the resale shall be assigned to ASS on the basis of the ratio of the invoice value of the reserved goods to the invoice value of the other sold goods. If goods are sold where ASS has co-ownership shares according to c), a share corresponding to our co-ownership share shall be assigned to ASS.
- f) Purchaser is entitled to collect receivables from the resale. This collection authority ceases in the event of a revocation by ASS, however no later than with default in payment, non-payment of a bill of exchange, or a petition to open insolvency proceedings. ASS will use this right of revocation if after conclusion of the contract it becomes apparent that its pecuniary claim from this or other contracts with Purchaser is jeopardised by his lack of solvency. Purchaser is obligated upon ASS's request to immediately inform his customers about the assignment to ASS and to give us the documentation required for collection. On no account is Purchaser entitled to assign the receivables.
- g) Purchaser shall inform ASS immediately of a levy of execution or other impairments by third parties. Purchaser shall bear all costs that need to be spent on stopping access or return of the reserved goods unless reimbursed by third parties.
- h) If Purchaser defaults in payment or does not honor a bill of exchange on maturity, ASS shall be entitled to take back the reserved goods and for that purpose to enter Purchaser's premises, if necessary. The same shall apply if it becomes apparent after contract conclusion that ASS' pecuniary claim derived from this or other contracts with Purchaser is jeopardised by his lack of solvency. Taking back the goods does not constitute a withdrawal from the contract. Any requirements from the insolvency code shall remain unaffected.
- i) If the invoice value of existing securities exceeds secured receivables including subsidiary claims such as costs, interest, etc. by more than 10% overall, then ASS shall be obliged to release securities to that extent at ASS's discretion upon Purchaser's request.

10. Applicable Law, Place of Jurisdiction

- a) For all legal relations between ASS and Purchaser shall exclusively apply the law of the Federal Republic of Germany.
- b) The place of jurisdiction is the court competent for the registered offices of ASS (Local Court of Bergisch Gladbach/Regional Court of Cologne). However, ASS is entitled to file a suit at Purchaser's headquarters.

II. ADDITIONAL CONTRACTUAL TERMS FOR DELIVERY OF EQUIPMENT AND OTHER ITEMS

For delivery of machinery, machine elements, accessories, and other items shall apply the following special conditions in addition to the general terms and conditions for all deliveries and services - in case of doubt they shall have priority - :

1. Limitation of Warranty for Manufacture according to Drawing

In cases of manufacture according to Purchaser's drawing, ASS shall be liable only for the execution according to Purchaser's drawing, without affecting other limitations of warranty and liability.

2. Price and Payment

- a) In the absence of any special agreement, prices shall be considered ex works according to Incoterms 2000, excluding packaging. Added to the prices shall be value-added tax at the legally applicable rate. Unless otherwise agreed, payment shall be made in advance,
- b) The right to withhold payments or to offset them against counterclaims shall be available to Purchaser only to the extent that his counterclaims are uncontested or have been legally established.

3. Time of Delivery, Delayed Delivery

- a) The time of delivery shall be based on the agreements of the contractual parties. Compliance with such time of delivery by ASS requires that all commercial and technical questions between the contractual parties have been clarified and Purchaser has fulfilled all his obligations such as submission of required official certifications or permits or making a down payment. If this is not the case, the time of delivery shall be extended accordingly. This shall not apply if it was ASS who caused the delay.
- b) Compliance with the time of delivery is subject to correct and timely deliveries of supplies to us. ASS shall communicate any potential delays as soon as possible.

**ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS,
General Terms and Conditions**

- c) The time of delivery shall be deemed complied with if the goods have left ASS' plant by its expiry or notification has been given that the goods are ready for shipment. If an acceptance inspection has to be conducted - except for justified rejection of acceptance – then the date of the acceptance inspection is valid, alternatively notification of the readiness for inspection.
- d) If shipment of the goods is delayed due to reasons for which Purchaser is responsible, he will be charged with the costs incurred by such delay beginning one month after notification of the readiness for shipment.
- e) If acceptance inspection/commissioning of the delivery item is not carried out within 2 weeks after delivery, the agreed service of acceptance inspection/commissioning lapses and ASS issues the final invoice with the correspondingly reduced order value.
- f) If non-compliance with the time of delivery is due to force majeure, labour disputes, or other occurrences, which are beyond ASS's control, the delivery time shall be extended adequately. ASS will inform Purchaser promptly of beginning and end of such circumstances.
- g) Purchaser may withdraw from the contract without setting a deadline if ASS ultimately is not in a position to provide complete service before passing of the risk. Moreover, Purchaser may withdraw from the contract if execution of part of a delivery of an order becomes impossible and he has a justifiable interest in rejecting the partial delivery. If this is not the case, Purchaser shall pay the contractual price corresponding to the partial delivery. The same shall apply in the event of ASS's inability to perform.
If impossibility or inability arise during default in taking delivery, or if Purchaser is solely or predominantly responsible for such circumstances, he shall be obliged to effect payment.

4. Passing of Risk, Acceptance Inspection

- a) The risk shall pass to Purchaser when the delivery item has left the plant, even where partial shipments are made or where ASS has taken over other services as well, e.g. shipping costs or delivery and set-up. If an acceptance inspection has to be performed, this is when said risk passes. It has to be performed immediately on acceptance inspection date, alternatively after ASS's notification of readiness for the acceptance inspection. Purchaser may not refuse an acceptance inspection in the event of a minor defect.
- b) If shipping or acceptance inspection are delayed or are not taking place due to circumstances for which ASS cannot be held responsible, the risk shall pass to Purchaser from the day of notification of readiness for shipping and/or acceptance inspection. ASS undertakes to take out any insurances requested by Purchaser at Purchaser's expense,
- c) Partial shipments are permitted provided they are reasonable for Purchaser.

5. Claims for Defects

1) For material defects of the shipment, ASS provides the following warranty - to the exclusion of any further claims and subject to section II, item 6 - :

- a) All such parts that prove defective due to a circumstance originating before passing of the risk shall be reworked or replaced free of defects, at ASS's discretion, free of charge. ASS must be informed of such defects immediately in writing. Concealed defects must be notified immediately after detection in writing, and in all cases before expiry of the agreed or statutory period of limitation. Replaced parts become ASS's property. After execution of an agreed acceptance inspection by Purchaser, any claim for defects which may be detected during the type of acceptance inspection agreed upon shall be excluded.
- b) After communication with ASS, Purchaser shall grant ASS the time and opportunity to perform any rework or replacements deemed necessary by ASS, otherwise ASS shall be released from liability for resulting consequences. Only in urgent cases where there is a risk to operational safety and/or to avert disproportionately large damage, in which cases ASS must be informed immediately, Purchaser has the right to remove the defect himself or have a third party remove it and to claim compensation from ASS for the expenses incurred.
- c) Of the immediate costs arising from rework or replacement delivery, ASS shall - provided that the complaint proves justified - bear the cost of the replacement part including shipping costs. Moreover, ASS shall bear the cost of removal and installation as well as the cost of technicians and auxiliary personnel, if required, including travel expenses, insofar as this does not constitute an excessive burden on ASS.
- d) Within the framework of legal regulations, Purchaser has the right to withdraw from the contract if ASS – allowing any legal exceptions – fails to take action within a reasonable time granted by Purchaser for rework or replacement on account of a material defect. Where there is only a minor defect, Purchaser only has the right to reduce the contract price. Other than that, the right to a reduction of the contract price shall be excluded.
Further entitlements are determined in section II item 6b) of these terms.
- e) No warranty is offered in particular in the following cases:
Unsuitable or improper use, incorrect installation and/or commissioning by Purchaser or third parties, normal wear, incorrect or negligent handling, improper maintenance, unsuitable equipment, defective construction work, unsuitable ground, chemical, electro-chemical, or electrical influences; insofar as they are not ASS's responsibility.
- f) If Purchaser or a third party perform improper rework, ASS shall not assume any liability for any consequences arising thereof. The same is true for any modifications performed on the delivery item without prior consent of ASS.
- g) ASS may reject rectification if it is only feasible at disproportionate cost. Disproportionate cost generally exists if the direct cost of the rework including required expenses exceeds 150% of the final invoiced price (excluding value-added tax) of the goods in question.
- h) Expenses which arise due to the fact that the sold goods were shipped to a different place than the agreed place of performance shall not be borne by ASS, unless this is in accordance with the use stipulated in the contract.
- i) Recourse claims of Buyer according to §478 BGB (German Civil Code) against ASS are limited to the statutory scope of third-party claims for defects made against Buyer and require that Buyer has fulfilled its obligation to notify ASS of any defects according to §377 HGB (German Commercial Code).

2) For legal defects of the shipment, ASS provides the following warranty - to the exclusion of any further claims and subject to section II, item 6 –:

- a) If the use of the delivery item leads to infringement of industrial property rights or copyrights domestically, then ASS will at its own cost provide Purchaser the right to further usage or to have the delivery item modified in a way acceptable to

ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS, General Terms and Conditions

Purchaser so that the infringement of protective rights does not exist any longer. If this is not feasible under economically reasonable conditions or in a reasonable time frame, Purchaser is entitled to withdraw from the contract. Under the stated conditions, ASS also has a right to withdraw from the contract. Moreover, ASS will release Purchaser from undisputed or legally determined claims of the corresponding property rights owners.

- b) With reservation as to item 6b) of this section II., ASS's obligations stated in this section II. under 2a) are final for cases of protective rights and copyright infringements
They only exist if
- Purchaser immediately informs ASS of protective right or copyright infringements claimed,
 - Purchaser supports ASS to a reasonable extent in defending such claims and/or allows ASS to carry out any modifications,
 - ASS may reserve the right to use all defensive measures including out-of-court settlements, the defect in title is not based on an instruction given by Purchaser, and
 - The rights infringement was not caused by Purchaser modifying the delivery item without proper authority or using it in a way not in accordance with the contract.

6. Liability

- a) If the delivery item cannot be used by Purchaser in accordance with the contract through ASS's fault due to omitted or faulty execution of suggestions and consultations provided before or after conclusion of contract or infringement of other additional contractual obligations - in particular instructions for operation and maintenance of the delivery item - , then regulations of section II. No. 5 and II. No. 6b) shall apply respectively, to the exclusion of further claims of Purchaser.
- b) For damage other than caused to the delivery item itself, ASS shall be liable - regardless of the legal grounds - exclusively...
- In cases of intent,
 - In cases of gross negligence of owner, its organs, or managing employees,
 - In cases of negligent injury of life, body, and health,
 - In cases of defects which were maliciously concealed or its absence was guaranteed,
 - In cases of defects of the delivery item, insofar as liability exists according to the Product Liability Act for personal injury or property damage to privately used items.

In cases of negligent infringement of essential contractual obligations, ASS shall also be liable for gross negligence of non-managerial employees or of minor negligence, in the latter case restricted to damage typical for the contract and reasonably foreseeable damage.

Further claims shall be excluded.

7. Statute of Limitations

All claims of Purchaser - regardless of the legal grounds - become time-barred after 12 months following delivery of the goods. This shall not affect the statutory periods of limitation for goods, which were used according to their customary manner of use for a structure and caused its deficiency. Sentence 1, moreover, does not apply in cases of gross negligence, intent, injury to life, body, or health and in cases of malicious concealment of a defect. Rework and replacement delivery shall not cause the period of limitation to begin again.

For claims for damages according to section II. item 6 shall apply the statutory periods.

8. Usage of Software

- a) Insofar as software forms part of the scope of delivery, Purchaser is granted a non-exclusive right to use the delivered software including its documentation. It is made available for use on the delivery item designated for it. Use of the software on more than one system is prohibited.
- b) Purchaser may only reproduce, edit, or translate the software, or convert it from the object code to source code to the extent permitted by law (§§69a ff. UrHG (German Copyright Act)). Purchaser undertakes not to remove or modify manufacturer's data and copyright references without ASS's explicit consent.
- c) All other rights to software and documentation including copies shall stay with ASS and/or the software supplier. Granting of sublicences is not permitted.

III. ADDITIONAL CONTRACTUAL TERMS FOR INSTALLATION

For installation work - also when performed together with deliveries - shall apply the following special contractual terms in addition to the general terms and conditions of sections I. and II. for all deliveries and services, and in cases of doubt they have priority.

1. Scope of Application

These installation terms shall apply to installations which ASS carries out (Installation Company) unless deviating agreements are made in particular cases.

2. Installation Price and Payment

- a) Installation is billed according to the attachment on a time basis, if no flat rate has been explicitly agreed.
- b) The agreed amounts are without value-added tax, which are additionally payable to the Installation Company at the rate required by law.
- c) As a general rule, installation work is billed according to time and other input and in accordance with the cost rates for installation work applicable at placement of the order, which ASS will send upon written request if they are not attached,.
- d) Material required for the installation will be billed in accordance with the quantity actually used at the prices valid at ASS at the time of execution of the installation work.

**ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS,
General Terms and Conditions**

- e) Invoicing of installation services is typically done after acceptance inspection. ASS is however entitled to request reasonable weekly or monthly payments on account according to the progress of the installation. Should the installation be interrupted for a significant period of time at the request of Purchaser, ASS may invoice the installation services performed up to that date.
- f) Unless agreed otherwise in an individual agreement, invoices shall be due immediately after receipt without deduction.
- g) Withholding payments or offsetting payments against any counterclaims of Purchaser disputed by ASS shall not be permissible.

3. Proof of Performance

- a) Purchaser shall confirm services rendered and work hours on the activity reports (customer service report, among others) when requested by our technicians at any time but no later than after termination of the installation work.
- b) Activity reports signed by Purchaser (customer service report, among others) form the basis of invoicing.

4. Purchaser's Cooperation

- a) Purchaser shall support the installation personnel during the execution of the installation at his expense.
- b) To protect personnel and property, he shall take the necessary special measures at the installation site. He also shall inform the installation supervisor about existing special safety regulations insofar as those are of significance to the installation personnel. He will inform the Installation Company about any infringements of such safety regulations by the installation personnel. In cases of severe infringements, he may deny the offender access to the installation site after consulting with the installation supervisor.
- c) Purchaser shall ensure a safe work environment; among other things no handling or periphery activities in the work area.

5. Technical Assistance of Purchaser

- a) Purchaser's technical assistance shall ensure that the installation can be begun immediately after arrival of the installation personnel and carried out without delay until the acceptance inspection performed by Purchaser. Insofar as special plans or instructions are required from the Installation Company, it shall place those at Purchaser's disposal in due time.
- b) If Purchaser does not comply with his obligations, the Installation Company shall be entitled but not obligated, after setting a deadline, to carry out Purchaser's duties in his place and at his expense. Apart from that, the legal rights and entitlements of Installation Company shall remain unaffected.
- c) Purchaser shall be obligated to provide technical assistance at his expense, in particular to assist with:
 - Provision of required appropriate auxiliary personnel (bricklayers, carpenters, metal workers and other skilled workers, unskilled workers) in the numbers required for the installation and for the time required; the auxiliary personnel shall follow installation supervisor's instructions. The Installation Company does not assume liability for the auxiliary personnel. Should the auxiliary personnel cause a defect or damage due to installation supervisor's instructions, then section III. No 8 shall apply.
 - Completion of all earthwork, construction, bedding and scaffolding work including procurement of required building materials.
 - Provision of required equipment and heavy tools (e.g. lifting gear, compressors) as well as required utensils and materials (e.g. scaffold timber, wedges, mats, cement, plaster and sealing materials, lubricants, fuel, drive belts and ropes).
 - Provision of heat, lighting, operating power, water, including required connections.
 - Provision of required dry and lockable rooms for storing installation personnel's tools.
 - Transport of the installation parts at the installation site, protection of installation site and materials against any harmful influences, cleaning of the installation site.
 - Provision of suitable theft-proof break and work rooms (with heat, lighting, washing and sanitary facilities) and First Aid for the installation personnel.
 - Provision of materials and taking all other actions required for adjustment of the item to be installed and carrying out a test run as stipulated in the contract.
- d) Furthermore, the following general terms / conditions of installation shall apply
 - Electrical power equipment as well as lighting shall be available and power shall be provided free of charge.
 - The installation room shall be heated in the cold season.
 - A suitable room shall be provided for setting down and storing installation tools, etc.
 - The bearing capacity of the floor shall be verified on-site.
 - Unloading and transport of the materials to be installed to the installation site belongs to Customer's services.
 - In case of need, Customer shall provide auxiliary personnel, scaffolding, lifting gear, and forklift, if necessary.
 - Bricklayer and chiselling work shall generally be carried out on-site.

6. Installation Period, Installation Delay

- a) The installation period is deemed kept if the installation is ready for acceptance inspection by Purchaser, and in cases of contractually agreed testing, the installation is ready for such, before the deadline.
- b) If the installation is delayed due to measures related to labor disputes, in particular strikes and lockout, as well as the occurrence of circumstances which were not caused by ASS's fault, then an appropriate extension of the installation period will come into effect insofar as it is proven that such obstacles have a considerable influence on the completion of the installation.

7. Acceptance Inspection, Commissioning

- a) Purchaser is obligated to conduct an acceptance inspection of the installation as soon as its completion was signalled to him and any contractually agreed testing of the installed item has taken place. Proper completion of installation and acceptance inspection shall be confirmed to the installation supervisor in writing.
If the installation proves to be not in compliance with the contract, the Installation Company is obligated to remedy the defect. This shall not apply if the defect is of minor significance to Purchaser's interests, or is based on a circumstance which is attributable to Purchaser. If the defect is not significant, Purchaser may not deny the acceptance inspection.
- b) If acceptance inspection and/or commissioning is delayed without any fault of ASS's, then the acceptance inspection shall

**ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS,
General Terms and Conditions**

be deemed completed after two weeks from notification of installation completion and/or delivery.

- c) The acceptance inspection releases ASS from any recognisable defects insofar as Purchaser has not reserved the right to claim a specific defect.

8. Claims for Defects, Installation Company's Liability (=ASS), Exclusion of Liability

- a) After acceptance inspection of the installation, ASS shall be liable for defects of the installation excluding all other claims of Purchaser without affecting section III. No. 8 e) to h) to the effect that it shall remedy the defects. Purchaser shall immediately notify ASS of an identified defect in writing.
- b) ASS shall not be held liable if the defect is irrelevant to Purchaser's interests, or is based on a circumstance attributable to Purchaser.
- c) In the event that modifications or repairs were carried out improperly by Purchaser or third parties without prior consent of ASS, ASS will not be liable for any consequences resulting thereof. Only in urgent cases where there is a risk to operational safety and to avert disproportionately large damage, where ASS shall be notified immediately, or when ASS - allowing any legal exceptions - failed to remedy any defects within a reasonable period set by Purchaser, Purchaser shall have the right, within the framework of any legal provisions, to remedy the defect himself or by third parties and to claim reimbursement for the necessary costs from ASS.
- d) Of the immediate costs incurred by remedying the defects - insofar as the claim proves to be justified - shall bear ASS the cost for the replacement part including shipping costs. Furthermore, ASS shall bear the cost of disassembly and installation as well as the cost of any required technicians and auxiliary personnel, including travel expenses, insofar as this does not constitute any disproportionate burden to ASS.
- e) If ASS - allowing any legal exceptions - fails to remedy any defects within a reasonable period set by Purchaser, Purchaser has the right to a reduction in price within the framework of any legal provisions. Only if the installation is proven to be without interest to Purchaser despite the reduction in price, Purchaser may withdraw from the contract. Further claims are exclusively governed by No. 8 h) of these terms.
- f) If during installation an installation part delivered by ASS is damaged due to ASS's fault, ASS shall, at its own discretion, repair it at its own expense or deliver a new one.
- g) If due to ASS's fault the installed item cannot be used by Purchaser as stipulated in the contract due to omitted or faulty execution of suggestions and consultations provided before or after conclusion of contract as well as other additional contractual obligations - in particular instructions for operation and maintenance of the installed item - , then the regulations stated in this section II. under No. 8 shall apply, to the exclusion of further claims made by Purchaser.
- h) For damage other than caused to the installation item itself, ASS shall be liable, regardless of the legal grounds:
- In cases of intent,
 - In cases of gross negligence of owner/organs, or managing employees,
 - In cases of negligent injury of life, body, and health,
 - In cases of defects which were maliciously concealed,
 - In the framework of an indemnity commitment,
 - Insofar as liability exists according to the Product Liability Act for personal injury or property damage to privately used items.
- In cases of negligent infringement of essential contractual obligations, ASS shall also be liable for gross negligence of non-managerial employees and in cases of minor negligence, in the latter case restricted to damage typical for the contract and reasonably foreseeable damage. Further claims shall be excluded.
- i) Installation times stated by ASS are non-binding standard values since postponements can arise due to unforeseen difficulties and circumstances which cannot be influenced by ASS. ASS shall not be liable for damage which is caused by unauthorised personnel during commissioning of the equipment when the ASS employee is not present. ASS shall not be liable either for unauthorised modifications which are carried out without ASS's consent.
- j) Customer shall assume liability for damage and loss of equipment parts from the time of delivery of the equipment by us.
- k) Agreements deviating from these provisions require confirmation in writing.

9. Statute of Limitations

All claims of Purchaser - regardless of the legal grounds - shall become time-barred in 12 months. For claims for damages according to section III. No. 8 h) shall apply the statutory periods.

10. Indemnification by Customer

If equipment or tools provided by ASS are damaged or lost at the installation site without any fault of ASS's, then Purchaser shall indemnify ASS for such damage. Damage which is due to normal wear and tear shall not be considered.

Overath, January 2011

**ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS,
General Terms and Conditions**

Attachment I to Installation Terms of ASS Maschinenbau GmbH, 51491 Overath

Installation Hourly Rates

1. The following costs will be charged for installation work:

a) Invoicing based on itemisation:

Travel expenses (To be determined with Google Maps)

- | | |
|---|------------|
| - Kilometres, from/to Overath | €0.70 / km |
| - Travel time/Travel hours, from/to Overath | €70.00 / h |

Working hours/ Service on site

- | | |
|---------------------|-------------|
| - Installation /IBN | €70.00 / h |
| - Programming | €110.00 / h |

Other travel expenses:

- | | |
|-------------------------------------|----------------------|
| - Hotel, domestic travel, flat rate | €70.00 / night |
| - Hotel, travel abroad | According to receipt |
| - Flight, ferry, etc. | According to receipt |

➔ **Work and travel hours per day - 10 hours max.!**

➔ **Regular working hours Mon-Fri: 8 hours**

Surcharges:

- | | |
|---------------------|-----|
| - Per overtime hour | 30% |
|---------------------|-----|

**ASS Maschinenbau GmbH, 51491 Overath, hereinafter called ASS,
General Terms and Conditions**

- Saturdays 30%+30%
- Sundays and holidays 30%+70%

b) Invoicing based on flat rates

Flat rates Mon-Fri:

Daily flat rate €560.00 / day
- 8 hours/day max. (work and travel hours)

Plus additional costs stated under Item 1a) and/or travel expenses (km, hotel, etc.)
Plus overtime rates stated under item 1a)

The Working hour arrangements indicated under item 1a) shall apply!

To all amounts shall be added value-added tax at the legally applicable rate.

2. Additional Costs

Should installation be interrupted without our fault (this applies also to installations with a fixed price), then new travel hours and travel expenses shall be charged to Customer. Waiting times caused by Customer shall be billed like work hours.

Work requested by Customer in addition to the fixed-price installation or hours which arise due to Customer's fault shall be recorded separately on the time sheets.

The installation cost is billed after completion of the installation. The invoice is payable net 8 days after invoice date if not otherwise specified. Any complaints during acceptance inspection of the equipment shall not entitle Customer to delay payment.

Overath, January 2011