

## General Terms and Conditions of Delivery (AGB) - Engineering



The following terms and conditions shall apply for business between the customer, hereinafter referred to as „Buyer“, and M/s Dóczy Entwicklung & Konstruktion, hereinafter referred to as „Supplier“:

### General Provisions

1. These General Terms and Conditions of Delivery (AGB) - Engineering shall apply for all of Supplier's performances. They shall also apply for future business with Buyer even if that is not expressly agreed upon. These terms and conditions are accepted with Buyer's placement of order. Any deviations need to be agreed upon in writing.
2. Purchasing conditions or other general contract conditions to the contrary shall be legally ineffective even without the express contradiction by the Supplier. Counter-confirmations by the Buyer referring to his general terms and conditions are herewith repudiated.
3. Buyer is not entitled to transfer any rights from the contract to third parties without the express approval of the Supplier.

### Scope and Conclusion of Contract

1. Quotations are given without obligation and need not be accepted. Orders become binding by Supplier's written order confirmation only. Any information pertaining to the offer, such as pictures, drawings and sketches, is given without obligation, any weights and dimensions are approximate, unless Supplier has expressly specified them as binding. Before an order is placed prices and terms have to be negotiated. Supplier reserves the right to modify design and/or shape of the equipment on order without prior advice as long as such modifications do not unduly change the appearance of the equipment. Side agreements and changes shall only come into effect upon Supplier's written confirmation. This requirement can only be waived by a written agreement.
2. Supplier's engineering services shall be governed by the technical rules and standards of the Federal Republic of Germany valid at the time the contract is signed. Any modifications of such rules and/or standards between the time of offer and placement of order may have an influence on the price. In case regulations in Buyer's country do not permit the use of the technical rules and standards of Supplier's country Buyer shall inform Supplier of such rules before an offer is prepared for Supplier to take them into account.

### Prices

1. Pricing  
All prices quoted are in Euro and are exclusive of VAT in the statutory amount.  
Supplier's services will be charged in accordance with their progress, the instalments to be agreed upon.
2. Extra Costs  
Any taxes, fees, and other charges resulting from Supplier's performance outside the Federal Republic of Germany shall be borne by Buyer.

### Deliveries, Passing of Risk

1. Delivery Mode  
The delivery mode shall be decided by Supplier. Normally, drawings, papers, and such will be sent by mail or the electronic way (by e-mail, data carrier, etc.)
2. Delayed Delivery  
In case delivery is delayed due to reasons of Force Majeure which are beyond Supplier's scope of influence, the delivery period shall be reasonably extended.
3. Delivery Date  
Dates stipulated are binding if so declared in writing by both Buyer and Supplier, otherwise they are given without obligation. In order to meet the agreed delivery date Buyer is required to furnish the necessary information and documents by the agreed-upon date free of charge.

### Payment

1. Terms of Payment  
Unless otherwise agreed, payment shall be made within 30 days from the date of invoice, net.  
Payments by cheque shall be deemed received after they are credited to Supplier's account. Payments shall not be set off nor withheld due to counter-claims from other contracts with the Supplier.
2. Delays in Payment  
In case of delays or respite interest on arrears of 4% p.a. above the basic interest rate of the Central European Bank shall be charged.  
In case Buyer comes into default or it becomes apparent that insolvency proceedings are imminent Supplier may discontinue processing all orders from Buyer and request immediate payment of all charges due and not yet due or a suitable security for them.  
In case Buyer does not meet Supplier's request for payment or securities within a reasonable period of time Supplier shall be entitled to rescind the contract(s) and to charge any cost accrued so far plus the amount for loss of profit.  
Buyer shall inform Supplier about any unusual occurrences in the business transactions, in particular seizures, confiscations, etc.
3. Withholding of Payments  
Buyer may only off-set or withhold payments, even if he claims defects or has counter-claims, if the legal basis or amount of such claims is not disputed or is final and absolute or such claims have been accepted by Supplier in writing.

### Reservation of Title

1. Documents  
All order-specific documents must not be passed on to third parties which are not directly involved in the manufacturing process (development, design and/or planning).
2. New Developments or Patents resp.  
New developments of any kind, in particular specimens and patents, arising during the processing of an order remain the property of the Supplier after completion of the order. However, Buyer shall have the first right to obtain a licence of use to be agreed upon separately.
3. Performance  
Ownership to the subject of delivery or the equipment made from the subject of delivery shall pass to the Buyer only after Supplier's services have been paid in full. Reservation of title for equipment made from the subject of delivery shall be limited to the scope and value of Supplier's services. The subject of delivery or the equipment made therefrom can only be resold by Buyer within a regular business transaction. Buyer shall assign any claims arising under the resale to the Supplier to secure his claims in the amount due.  
Buyer must not pledge nor assign as security the subject of delivery nor the equipment made from the subject of delivery prior to the passage of title. In the event of seizure and confiscation or other dispositions by third parties Buyer has to inform Supplier without delay.  
In the event of actions on the part of the Buyer in breach of contract, including, but not limited to, default of payment, Supplier shall be entitled to repossession following a notice of default and Buyer shall be obliged to surrender possession. Any costs in this connection shall be for Buyer's account. Neither the enforcement of the reservation of title nor the pledge of the subject of delivery shall be deemed to be a rescission of contract provided that the instalment system law does not apply.

### Warranty

1. Buyer shall check Supplier's deliveries and services immediately upon receipt and issue approval in writing. Obvious defects shall be reported in writing within 2 weeks after delivery. Supplier accepts liability for state-of-the-art engineering (see § 2) and usefulness as per order specification at the time of the passing of risk or acceptance resp. for a period of 12 months from that date. Supplier shall rectify any defects, at his sole discretion, either by correction or replacement. Redhibitory action or depreciation shall only be an option if remedial actions, for which Buyer shall grant a reasonable grace period, have definitely failed.
2. Supplier's deliveries and services shall be state of the art in Germany. Other country-specific conditions and guidelines have to be agreed upon beforehand in writing.

### General Liability

1. Limitations  
Supplier's liability shall be limited in any case to the engineering services furnished by him as well as any contract-specific damage foreseeable at the time the contract was signed.
2. Liability Sum  
Supplier's liability is limited to the order value, max. 2,500,000.00 EURO for personal injury and related damage as well as 250,000.00 EURO for property and other damage. The maximum liability sums mentioned shall also apply in case several claims occur due to the same planning error. In that case all claims are considered one total for which Supplier is liable just once for the scope.

### Other Agreements

1. Right to Issue Instructions  
Instructions, directions, and supervision of his auxiliary personnel is within Supplier's scope exclusively even if the job is carried out in Buyer's plant. It is understood, however, that Buyer shall be free to give instructions specific to the order and the application.
2. Directions  
Data concerning the subject of delivery given by phone or verbally are made to the best of Supplier's knowledge. Supplier shall do his utmost to give correct technical information regarding the use of the subject of delivery. Such directions and advice are based on Supplier's experience. They shall not become the basis of claims by the Buyer. It shall be Buyer's responsibility to check the suitability of the subject of delivery for the application on hand. Technical details, such as dimensions, weights and rates, pictures and drawings, shall prevail only within normal tolerances as far as they are not specifically indicated as binding.

### Severability Clause

Should individual provisions of these General Terms and Conditions of Delivery become invalid, this shall not affect the remaining provisions. Invalid provisions shall be replaced by such provisions which meet the original purpose as far as possible.

### Applicable Law, Venue

Venue for any present or future disputes arising under the contractual relationship shall be Darmstadt. Supplier reserves the right to enter a claim at the location of Buyer's registered offices. The laws of the Federal Republic of Germany shall apply exclusively, with the exception of all of the provisions governing the conflict of laws and the UN Convention for the International Sale of Goods (CISG).

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