

Purchase Conditions JUTEC GmbH

1. These Purchase Conditions are part of the order. Contradictory or deviating Delivery Conditions of the supplier are not acknowledged, unless the ordering party agrees in individual cases explicitly and in writing.
2. Unless otherwise agreed, the orders are delivered at fixed prices free of charge at the referenced delivery address. The supplier bears the shipping and transport risk. Any correspondence has to be accompanied with the order.
3. The supplier has to confirm orders in writing. A change of the order scope entitles the ordering party to reject delivery and to rescind from the agreement. Unit numbers, weights and dimensions determined by the ordering party after delivery are relevant for the invoicing are.
4. The invoices have to separately show net values of goods and sales tax with indication of the tax rate. Invoices have to correspond to the order in regard to language, sequence of the text and of the price. Any excesses or shortfalls in performance are to be listed in a separate invoice. Invoices have to be provided in duplicate, separately from the delivery of goods, at the earliest on the day of receipt of the goods. Payments are made under reservation of examination and acknowledgement of the contractual performance and are, unless other conditions are stipulated in writing, to be paid within 14 days with 3% discount or within 30 days with 2% discount or 90 days net. The payment term begins with receipt of the invoice, if the performance/delivery obligation has been fulfilled at this time. If a performance/delivery is fulfilled after the receipt of the invoice, the day of delivery or of fulfillment is relevant for the payment term.
5. The delivery term begins with the order date. If the supplier does not perform within the agreed delivery term, the supplier is liable according to the statutory provisions. Any agreed contractual penalties in case of delay of performance/delivery will remain unaffected thereof in the context of Sec. 340 para. 2 BGB (Civil Code). As soon as the supplier becomes aware that the performance/delivery cannot be fulfilled in full or in part, the supplier must inform the ordering party hereof immediately stating the reasons for and the duration of the delay in writing. This does not affect its liability.
6. The supplier guarantees that the performance/delivery item has no defects which impact its value or its suitability, that it complies with the conditions stipulated in the specifications as well as the guaranteed qualities, the generally acknowledged rules of technology, the newest provisions by the authorities, the Machine Safety Code (*Gerätesicherheitsgesetz*), the respectively applicable safety technology requirements and the work safety and accident prevention rules. The supplier agrees to perform an effective quality assurance, to maintain such and to provide evidence of such to the ordering party upon request. The ordering party is entitled to examine the manner of the quality assurance performed by the supplier at any time. If the performance/delivery item does not comply with it, the ordering party can, at its choice, assert the rights available to it according to the Civil Code. Under exclusion of Sec. 311 HGB (Commercial Code), the ordering party reserves the right of complaint for two months, beginning with the receipt of the goods or with the

discovery of hidden defects. Unless otherwise stipulated, the limitation period for defects is 2 years after commissioning or use of the performance/delivery by the ordering party. It ends, unless otherwise stipulated, at the latest 2 1/2 years after delivery. The limitation period for defects of deliveries, which are, according to their customary use, meant to be installed in a building, is 5 years beginning with the integration of the materials in the building structure or at most 5 1/2 years after delivery of the materials. In case of defect complaints, the limitation period for defects is extended by the period between the defect complaint and the remedy of the defect(s). If the delivery item is exchanged, the limitation period for defects starts over. In case of partial replacement, this applies to the replaced parts. The parts objected to based on the limitation period for defects remain at the disposition of the ordering party until replacements are delivered. In urgent cases or in case of default or lack of success of the supplier to remedy the defect(s), the ordering party may remedy the defect at the expense of the supplier or resort to the statutory claims. Otherwise, the supplier is liable according to the statutory provisions.

7. Rights and duties based on this order as well as their execution can only be transferred with written approval of the ordering party. Claims of the supplier against the ordering party may only be assigned with written approval of the ordering party. The supplier guarantees that the delivery and use of the performance/delivery item does not violate license or protective rights of third parties. The supplier is responsible for any royalties. The order documents of the ordering party as well as the resulting knowledge and experiences have to be kept secret.

8. If inspections are provided for the performance/delivery item, the supplier is responsible for the actual and personnel costs of the inspection. The supplier has to inform the ordering party of the readiness for inspection at least 1 week in advance in a binding manner and has to agree on an inspection date with the ordering party. If additional inspections are required since the agreed date was not met or the determined defect made repeated or additional inspections necessary, the supplier is responsible for all actual and personnel costs, including the costs of the ordering party.

9. The delivery is to be accompanied by a delivery note and a packing slip. In general, the supplier has to package, label and ship hazardous products pursuant to the nationally/internationally applicable provisions. Accompanying documents must be issued accordingly. The supplier is responsible for damages and bears the costs incurred by non-compliance with these provisions. It is also responsible for the compliance with these shipping provisions by its sub suppliers.

10. All drawings, analytic methods, formulations and other records, which the ordering party provides to the supplier to manufacture the performance/delivery item, remain the property of the ordering party. They may not be used by the supplier for other purposes, copied or made accessible to third parties. Upon request of the ordering party, all records, including potential duplicates and copies have to be returned immediately.

11. If installations, maintenance, inspections, repairs etc. are performed by the supplier at the plant or at construction sites of the ordering party, the safety and internal rules of the

ordering party for third party companies apply hereto. These are provided before the beginning of the work or have to be requested by the ordering party. The supplier is responsible for the risk for contributed property of the supplier or its staff in case of work at the plant or at construction sites of the ordering party.

12. Personal data of the supplier are processed by the ordering party in consideration of the Data Protection Law.

13. Place of fulfillment for all deliveries and performances is the receiving location indicated in the order. Exclusive place of jurisdiction is 65549 Limburg, Germany.

14. The acceptance of this order means the acceptance of the above provisions without reservation. Contradicting Sales, Payment and Delivery Conditions of the supplier are hereby rejected.

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