



Tröstler & Oberbauer GmbH Rudolf-Diesel-Strasse 4 D-85296 Rohrbach

Telefon: +49(8442) 96 76-0 Telefax: +49(8442) 96 76-56 eMail: info@trob.de Internet: www.trob.de

General Conditions of Purchase (Version: January 2009)

§ 1 Scope

1. These conditions of purchase will apply exclusively in respect of companies within the meaning of § 310 paragraph 1 of the German Civil Code. These General Conditions of Purchase will have exclusive effect. General terms and conditions of business of the Supplier will apply only insofar as we expressly consent to them in writing.
2. These conditions of purchase will also apply to all future business transactions with us, insofar as they are related legal transactions.
3. Concluded quality assurance agreements also apply.

§ 2 Offer and contract conclusion

1. The contract will come about as a result of a written purchase order and letter of acceptance from the Supplier respectively.
2. Should the Supplier fail to accept a purchase order within two weeks of receiving it, we will be entitled to cancel the purchase order at any time.

§ 3 Delivery

1. The delivery and performance dates specified in the purchase order will be binding.
2. As long as the Supplier has not yet satisfied his obligations in full, we will be able to request reasonable purchase order changes in respect construction, design and delivery time. Consequences resulting from the respective purchase order change (additional or reduced costs, etc.) must be settled by mutual agreement.
3. The commissioning of subcontractors to render the principal service will be excluded.
4. Modifications to the delivery item – and technical product enhancements in particular – will only be permitted following advance notification by the Supplier and with our consent.
5. Should the delivery time be overrun, a contractual penalty of not less than 0.25 % of the delivery value, but not exceeding 5 % of the delivery value, will be payable for each day of the delay in delivery. We will reserve the right to claim damages in excess of this on provision of the appropriate evidence. The right to claim the contractual penalty is reserved until the final payment has been made.
6. We will retain the right of ownership and copyrights in respect of all documentation, such as calculations, drawings etc., surrendered to the Supplier in connection with the placing of the order. This documentation may not be made accessible to third parties, unless we expressly give the Supplier written permission to do so. The documentation must be

returned upon request at any time.

§ 4 Passing of risk

1. Unless otherwise agreed, the goods must be delivered to the place of use specified in the purchase order at the expense of the Supplier.
2. The goods must be properly packaged by the Supplier. If we so request, the Supplier must take the packaging material back free of charge for re-use or orderly disposal. The risk will pass on our acceptance of the delivery.
3. Part performances will not be permitted unless they have been expressly agreed.

§ 5 Payment

1. Unless otherwise agreed our payments are subject to 2 per cent settlement discount for payment within 14 days or will be settled 30 days after receipt of delivery of goods as stipulated in the contract and a processable invoice.
2. Claims of the Supplier arising from this contract may not be assigned either in full or in part to third parties without our prior consent. § 354 a of the German Commercial Code will remain unaffected by this provision.

§ 6 Liability for defects

1. The goods must be delivered as stipulated in the contract, in accordance with the state of the art. We will be entitled to make the statutory claims (subsequent fulfillment, cancellation of the contract, reduction in price, compensation for damages) in the case of defects. Contrary to § 377 of the German Commercial Code, notice of defects only has to be given once these have been discovered in the regular course of business.
2. The Supplier will be fully responsible for procuring the supplies and services required for the delivery – regardless of fault.

§ 7 Other

1. This contract and the entire privity of contract between its parties will be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction for all disputes arising from this contract will be our place of business.
3. Amendments and supplements to this contract must be made in writing. This will also apply to amendments to the clause stipulating the written form. Verbal agreements when the contract is concluded will only be effective if we have confirmed them in writing.
4. The German version of this document is the sole authoritative version and prevails in case of conflict.