

TERMS & CONDITIONS OF SALE AND DELIVERY
of
BT Bautechnik Impex GmbH & Co. KG

I. Application

Our terms and conditions of sale and delivery shall apply exclusively to all our deliveries and services. Any Purchaser general terms and conditions of business conflicting with or diverging from these terms and conditions shall not be accepted unless we have expressly agreed to them in writing in the particular case. Our terms and conditions of sale and delivery shall apply only with respect to business enterprises. They shall also apply to subsequent business transactions in case of regular or continuous business relations.

II. Written form or text form

Any collateral agreements and agreements made before or at the time of conclusion of the contract require written form or text form (hereinafter "**written form**" or "**in writing**") to become legally effective. The same applies to the grant of guaranties as to the quality.

III. Offer, conclusion of contract, documents pertaining to an offer, rights in documents et. al.

1. Our offers shall remain subject to change unless they have been expressly defined or agreed upon as binding. The Purchaser is bound by its offer for a period of two weeks. A contract becomes effective only with the written confirmation of an order received by us, at the latest, however, - in deviation from the provision set out in para. II. - upon the Purchaser's acceptance of the delivery.
2. We reserve title and copyright in all illustrations, drawings, calculations, tools, drafts and other documents; these items or parts of them must not be disclosed to third parties. This applies in particular to all written documents marked "confidential"; their disclosure to third parties by the Purchaser requires our express written consent.

IV. Prices, price changes

Unless otherwise agreed, our prices, depending on the possibilities of delivery, are understood to be ex works. If delivery is effected more than four weeks after the conclusion of the contract, we are entitled, in case of a change in costs, to reasonably adjust our prices in accordance with the increase in wages, salaries, material and production costs

that has meanwhile occurred, provided no fixed price was stipulated. Packaging, forwarding and means for protection shall be charged separately. Our prices do not include statutory value-added tax, which shall be charged additionally in accordance with the statutory rate.

V. Payment, default in payment, deterioration of property, offsetting, retention, assignment

1. Unless otherwise stated or agreed, the purchase price is due upon delivery of the object of the purchase and payable within 30 days of delivery and receipt of the invoice. If payment is not effected within the said time limit, the Purchaser is in default. Notwithstanding other agreements, our representatives are not entitled to accept payment.
2. If the Purchaser makes default in payment, we are, without prejudice to other statutory claims and upon expiration of a reasonable respite set for the Purchaser, entitled to withdraw from the contract as far as it has not yet been performed or to claim damages instead of the performance if payment was not made in due time.
3. If it becomes apparent after conclusion of the contract that our claim for counter-performance is jeopardized due to lack in performance of the Purchaser, we can refuse performance until the Purchaser has made counter-performance or provided security for it. We can set a reasonable period of time within which the Purchaser, at its option, has to concurrently counter-perform or provide security against the performance. Upon expiration of that period, we are entitled to withdraw from the contract and/or claim damages or reimbursement of expenses if the statutory requirements are given.
4. Payments by check or bill of exchange require prior written consent. We accept bills of exchange and checks only on account of performance and only if they are discountable. Any bank, discounting and collection charges and accruing taxes shall be borne by the Purchaser. No discount is granted in case of payment by bill of exchange.
5. Any offsetting by the Purchaser is admissible only against claims that are uncontested, ready for decision or defined by final enforceable judgment. The Purchaser can assert a right of retention only if it is based on claims from the same contractual relationship that are uncontested, ready for decision or defined by final enforceable judgment.
6. The assignment of claims against us is excluded. Nothing in this shall prejudice Sec. 354 a HGB (German Commercial Code).

VI. Reservation of title

1. All delivered goods shall remain our property (reserved goods) until settlement of all our claims under the business relationship, irrespective of their legal reason, in particular also our unsettled balances, also if payments are effected for specially designated claims.
2. The Purchaser is entitled to resell the reserved goods in the regular course of business. To secure all unsettled claims, the Purchaser shall assign to us by now the claim arising for it against its purchaser due to the resale. We accept this assignment. As long as we are owner of the reserved goods, we are entitled to retract the authorization to resell if there is a justified objective reason.
3. The Purchaser is revocably authorized to collect the assigned claim. We may revoke this authorization if there is an objectively justified reason. Although this shall not affect our right to collect the claims, we undertake not to collect the claims as long as the Purchaser properly meets its financial obligations.
4. If the Purchaser fails to properly meet its financial obligations with the consequence that we are entitled to collect the claims, the Purchaser is obliged to, upon request, notify the assigned claims and the respective debtors to us, provide all information necessary to collect the claims, submit the pertinent documents and inform the debtors of the assignment.
5. If the reserved goods are processed, combined or mixed with other goods, we are entitled to ownership of the new product in the relation of the invoice value of the reserved goods to the invoice value of the other product at the time of the processing, combining or mixing. Any processing, combining or mixing in the regular course of business shall be deemed effected on our behalf. If the reserved goods are sold together with other goods after processing, combining or mixing, the claim resulting from resale can only be assigned up to the amount of the share of the invoice value of the reserved goods in the invoice value of the goods that were sold together with the reserved goods. In the event of a sale of goods we have a joint ownership share in, the claim assigned to us shall correspond to our share in the joint ownership. We offer by now to grant the Purchaser a contingent right to the joint ownership shares that are created. The Purchaser accepts this offer. The joint ownership shall pass to the Purchaser upon settlement of all claims we are entitled to.

6. As long as the reservation of title is valid, any pledging, assignment by way of security, lease or other assignment or change of the object of the purchase impairing our security requires our prior written consent. This shall not affect the Purchaser's right to resell the goods in the regular course of business at the above conditions.
7. The Purchaser has to immediately inform us in writing of any pledging of the object of the purchase or other lien by a third party and has to immediately notify our reservation of title to the third party.
8. The Purchaser has to handle the goods with care. The Purchaser shall carry out any required maintenance and inspection work at its own expense and in due time. The Purchaser is obliged to insure the reserved goods at replacement value on its own account against fire and other material damage as well as against theft and to maintain the insurance coverage. The Purchaser shall assign to us by now the claims it is entitled to assert against its insurance company in case of a damage as far as they refer to our ownership or joint ownership; we accept this assignment.
9. If the Purchaser discontinues payment not only temporarily, if the Purchaser files a petition for the opening of insolvency proceedings against its assets or if insolvency proceedings are opened against its assets, the Purchaser will, at our request, be obliged to return the reserved goods that are still our property. Further, if the Purchaser acts in breach of the contract, especially in the event of default in payment, we shall have the right to claim the reserved goods back from the Purchaser. Any taking back of the reserved goods by us shall be deemed a withdrawal from the contract only if this is expressly declared in writing. We are entitled to set in writing a reasonable period within which the Purchaser has to meet its obligations and to threaten refusal of the acceptance of the performance and use of the secured object of the purchase by deducting the received payment from the purchase price in the event of late performance. If the obligations are not met, we can use the reserved goods at our discretion, in which case the Purchaser has to bear the costs of the use.
10. At the Purchaser's demand, we are obliged to, at our option, waive the reservation of title and/or release securities from assignments by way of security and assignments of future claims if the Purchaser has settled all claims related to the object of the purchase or if the realizable value of all securities granted to us under the reservation of title, assignment by way of security and assignment of future claims exceeds the total amount of claims against the Purchaser by more than 10%.

VII. Delivery, delivery deadlines, delay in delivery, force majeure, partial deliveries, acceptance

1. Unless otherwise agreed, the delivery deadlines and delivery periods indicated in our confirmations of orders are without any commitment.
2. In the event that we have not received at all or in due time supply of any goods ordered, we shall not be in default with the delivery in relation to the Purchaser unless we are responsible for having received such supply with delay or not at all. We are entitled to withdraw from the contract if it is established that we are not responsible for not having received supply of the goods ordered.
3. If we make default in delivery, the Purchaser can claim, apart from delivery, compensation for the damage caused by the delay in delivery if there is intent or gross negligence on our part. In case of slight negligence, our liability is limited to foreseeable damage characteristic for the contract, however, to a maximum of 10% of the value of the goods we are in default with.
4. Force majeure and operational breakdowns such as for example riot, lawful strike and lock-out, hindrances or defects regarding material, operation, transport, restraints by superior authority and the like, which occur at our works and/or our suppliers' works and temporarily prevent us without any fault on our part or imputable to us to deliver the object of the purchase by the deadline agreed upon with or without commitment or within the agreed period, extend these deadlines and periods in accordance with the duration of the hindrance caused by these circumstances. If such hindrance prevents performance for more than four months, both parties can withdraw from the contract. Any statutory rights of withdrawal shall not be affected thereby.
5. Partial deliveries to an extent reasonably acceptable to the Purchaser and their invoicing are admissible.
6. The Purchaser must not refuse acceptance of delivered goods because of insignificant defects.

VIII. Dispatch and passing of risks, insurance, packaging

1. Unless agreed otherwise, delivery is effected for the account and at the risk of the Purchaser ex works, also in the case of freight paid delivery. The risk of deterioration of the goods and of their accidental loss shall pass to the Purchaser as soon as the goods are handed over to the forwarding agent or have left our warehouse to be dispatched. If the Purchaser fails to accept the goods in due time although they were offered to it, the risk shall pass to the Purchaser upon notice that the goods are ready for dispatch. The goods shall be insured only upon explicit instruction of the Purchaser and for the Purchaser's account.
2. If we are obliged to take back any transport packaging in accordance with the Packaging Regulation (*Verpackungsverordnung*), this obligation will be met in that the packaging is sent to us at the Purchaser's expense.

IX. Conformity of the goods with the contract

1. Any customary, insignificant divergences in quality, strength, dimensions and color, which are inevitable due to raw material supplies or for technical reasons, do not entitle the Purchaser to any complaints as to delivery. We may deliver quantities of up to 10% above or below the agreed quantity if this can be reasonably expected from the Purchaser, taking into account our interests; the divergence shall produce its effect on the purchase price.
2. We do not assume a warranty as to the suitability of the quality proposed by us for the respective purpose of use; rather, the Purchaser is responsible for evaluating this before placing an order.

X. Notice of defects

1. All obvious defects must be asserted in writing and without delay, at the latest, however, 10 days upon receipt of the goods. All hidden defects must also be asserted in writing and immediately, at the latest, however, 10 days upon discovery.
2. Any defects must be notified to us, not to our commercial agents.

XI. Liability for defects

1. If defects are reported in due time in accordance with para. X.1, we are entitled to, at our option, delivery of a product free from defects or free-of-charge rectification of the defect

(subsequent performance). The terms and conditions of delivery shall apply mutatis mutandis. We shall bear the expenditure incurred by subsequent performance. This shall not apply to any expenditure incurred because the purchased product was shipped to a place different from the agreed place, unless such shipping is consistent with the designated use of the product.

2. If subsequent performance pursuant to para. XI. 1 fails, the Purchaser can, instead of subsequent performance, at its option demand reduction of the purchase price or withdraw from the sales contract. This shall also apply if subsequent performance is unreasonably delayed, refused without justified reason, becomes impossible and/or cannot be reasonably expected from the Purchaser.
3. Any parts exchanged in the course of a subsequent performance effected by us shall become our property.
4. Claims based on defects shall become statute-barred 12 months upon delivery of the goods. This shall not apply to goods that are used for a building in accordance with their customary purpose of use. The statutory statute of limitation shall apply in that case.
5. The Purchaser is entitled to claim damages based on defects only insofar as our liability is not excluded in accordance with para. XII. of these terms and conditions of sale and delivery. Any further claims or claims different from those regulated in this para. XI. based on a defect are excluded.

XII. Limitation of liability

1. We assume liability for damage caused by us or by our vicarious agents, provided such damage results from intent or gross negligence.
2. In the event of slightly negligent breach of a major obligation or of an accessory obligation whose breach puts the achievement of the contractual purpose at risk, or whose fulfillment is essential for the due and proper implementation of the contract, and whose fulfillment the Purchaser could reasonably rely on ("essential accessory obligation"), our liability is limited to damage foreseeable at the time of conclusion of the contract and characteristic for the contract. We are not liable for slightly negligent breaches of contractual accessory obligations which are not part of the essential accessory obligations. This shall not affect any rights of the Purchaser in the event of fraudulent concealment of defects or assumption of a warranty as to the quality, and the liability for claims based on the Prod-

uct Liability Act and on injuries to life, limb or health. This regulation shall not entail a change of the burden of proof to the Purchaser's disadvantage.

XIII. Place of performance, jurisdiction, agreed applicable law, partial invalidity

1. Aichach shall be place of performance.
2. The sole and exclusive jurisdiction for both contracting parties – also for claims arising out of bills of exchange and checks – shall be the place of our registered office, provided that the Purchaser is a merchant or a legal person under public law. This shall hold even if the Purchaser does not have a place of general jurisdiction in Germany or has transferred his place of residence or habitual abode to a country other than Germany after conclusion of the contract, or if his residence or abode is unknown when the legal action is filed. We shall be entitled, however, to also sue at the Purchaser's domicile.
- 3 German law is agreed upon as applicable law, excluding the provisions of the UN Sales Convention.
4. If individual provisions of these general terms and conditions of sale and delivery shall be held or become invalid, nothing in this shall prejudice the validity of the other provisions. The statutory regulations shall additionally apply in this event.

date: June 2012