

GENERAL SALES CONDITIONS JÄGER UMWELT-TECHNIK GMBH & CO. KG

Version 08/2008

I. Validity/ offers

1. These General Sales Conditions shall apply for all current and future contracts and other performances. Buyer's conditions are not binding for us, although if we did not expressly object these Conditions after having received same.
2. Our offers are subject to confirmation. Agreements, especially oral side agreements, promises, guarantees and other assurances of our Sales Employees become only binding if they are confirmed by us in writing.
3. Documentations being part of the offer like drafts, photos, technical data, references to standards as well as statements in advertising mediums do not constitute a contractual statement or warranty of the goods unless explicitly referred to as such in writing.
4. Goods may be subject to deviations in offers, samples, trial and previous deliveries which are customary according to actually valid DIN-/EN standards or other relevant technical standards.

II. Prices

1. Unless otherwise agreed, our prices are to be understood in EURO, and shall apply "ex factory", exclusive of packing and plus V.A.T. The calculation will be made on the basis of the prices being valid at the delivery date.
2. If we deliver the merchandise packed, we shall invoice the package separately at net cost prices; within the statutory regulations we take back packings delivered by us if the Buyer returns same to us within a reasonable term and "freight paid".

III. Payment and set-off

1. Our invoices become due within 14 days from date of invoice by deducting 2 p.c. discount or within 30 days net. In any case the amount shown in the invoice has to be made available to us at the latest on its due date. At the latest 10 days after our claim became due the Buyer is considered to be in default without having to send him a reminder.
2. Invoiced amounts below 50,00 EUR (Euro) and those for mounting, repairs, moulds and prorate tool costs are coming due at once without any deductions.
3. Counterclaims being contested by us or being of no legal force do not entitle the Buyer neither to retain nor to set-off payments.
4. On expiry of any term of payment agreed upon, but at the latest from default, we are entitled to invoice interest charges in the amount of the actual overdraft interest rate but at least in the amount of 8 p.c. above the respective basic interest rate. The enforcement of further damage caused by default is reserved.
5. In the event that our claims, subsequent to the conclusion of the contract, are endangered because of non-performance on the part of the Buyer, we shall be entitled to make use of the rights of Art. 321 BGB (German Civil Code) (Unsicherheitseinrede = Objection of Uncertainty). We are then also entitled to make all not barred claims from our current business connection with the Buyer due for payment and to withdraw the debit authorization acc. to clause V/5. In case of default we are also entitled - after expiry of a reasonable grace period - to demand the merchandise back as well as to forbid the resale and further use of the delivered merchandise. When taking back the goods this shall not be considered as withdrawal from the contract. All these legal consequences may be avoided if the Buyer makes a payment or gives a guarantee in the amount of the endangered payment claim. The provisions of the Insolvency Statute are not effected by the aforementioned regulations.
6. An agreed discount always refers to the value of goods invoiced, exclusive of freight and assumes that all due claims of the Buyer at the day of the settlement have been paid. Tool costs are payable net without any deduction.

IV. Delivery terms

1. Delivery terms and dates are considered as adhered to when up to its expiry the subject of delivery has left our factory.
2. Delivery dates shall be extended to a reasonable extent in case of strikes and lockouts as well as in case of unforeseeable impediments being outside our responsibility and as far as such impediments influence the production or the delivery of the merchandise considerably. This shall also apply if those circumstances occur at sub-suppliers. We shall inform the Buyer without delay of those circumstances. These provisions apply accordingly to delivery dates. In the event that the execution of the contract becomes unacceptable for one of the contractual parties then it may withdraw from the contract.

V. Retention of ownership

1. All delivered goods remain our property (Vorbehaltsware) until complete settlement of all claims arising from a current business connection, no matter for what legal reason, inclusive of future or conditional claims.
2. Processing of reserved goods is performed for us as manufacturer in the sense of Art. 950 BGB, without commitment. The processed merchandise is considered as reserved merchandise in the sense of paragraph V/1. In case the Buyer processes, combines or mixes the reserved merchandise with other merchandise then we shall acquire a joint ownership in the new item in the ratio of the invoiced value of the reserved merchandise to the invoiced value of the other, processed merchandise. Should our ownership become extinguished through the connection or conversion then it shall be considered as agreed that the Buyer transfers already now his ownership in the new item to us and this to the extent of the invoiced value of the reserved goods. The Buyer shall store the thus resulting possession on our behalf. The joint ownership arising hereafter is considered as reserved merchandise in the sense of paragraph V/1.
3. The buyer is entitled and authorized to resell the reserved goods only within the scope of an ordinary and proper business transaction and as long as he is not in default, provided however, that the claims out of the resale will be transferred to us according to paragraph V/4 through V/6. The Buyer is not entitled to dispose of the reserved goods in other ways.
4. Buyer's claims out of the resale of the reserved goods are already now assigned to us. They serve to the same extent as guarantee like the reserved goods. In case the Buyer sells the reserved goods together with other goods not sold by us, then the assignment of the claim out of the resale applies only to that resale amount achieved for the reserved goods. In case goods are sold in which we have a joint ownership acc. to paragraph V/2, then the assignment of the claim shall apply to the amount of this joint ownership.
5. The Buyer is entitled to collect claims out of the resale. This right, however, can be at any time withdrawn by us. We shall make use of the right of revocation only in those cases as mentioned under paragraph III/4. Upon our demand the Buyer is obliged to inform his customer immediately of the assignment to us - unless we ourselves inform him - and to give us the necessary informations and documents for a collection.
6. The Buyer has to inform us without any delay about any distraint or other impediment through a third party.
7. In the event that the value of the existing securities exceeds the secured claims totally by more than 50 p.c., then we are obliged - upon Purchaser's demand - to release securities at our choice.

VI. Performance of deliveries

1. At the time when the merchandise is handed over to the forwarder, but at the latest when the goods are leaving our warehouse or - in case of direct sales - the supplying factory, the risk passes over to the Buyer, also in case of deliveries „free domicile“. Duty and costs of discharge are for the account of the Buyer. We shall only insure the goods on Buyer's instructions and for its account.
2. We are entitled - to a reasonable extent - to make partial deliveries. In case of customized goods excess and minor deliveries up to 10 % of the contracted quantity shall be permitted.
3. In case of orders on call we are entitled to produce or let produce the whole ordered quantity en bloc. Unless otherwise agreed upon, it is not possible to consider requests for change once the order has been placed. Call-off dates and quantities can only be adhered to within the context of our delivery or production possibilities, as far as no fixed arrangements have been concluded. Should the merchandise not be called as agreed upon, then we are entitled to consider the merchandise - after a reasonable grace period - as delivered and we may invoice it.

VII. Warranty for defects

1. In case of a founded, prompt notice of defect we may to our choice repair the defect or make a replacement (subsequent performance - Nacherfüllung). Should the elimination of defect or subsequent delivery fail, the Buyer shall at his discretion be entitled either to reduce the purchase price or after having set an appropriate deadline and this deadline failed, to cancel the contract. In case of minor defects the Buyer is only entitled to make use of its right for reduction.
2. We shall only take over expenditures in connection with a subsequent performance as far as these are reasonable in the particular case and especially are in the ratio to the purchase price of the goods delivered. Expenditures arising because the sold merchandise has been brought to a place other than the place or the branch of the Buyer are not taken over by us unless this corresponds to contractual use.
3. The Buyer may only claim defective goods, if he allows us to convince ourselves of the defect and/or he makes us available upon demand the rejected goods or samples of it.
4. Further claims are excluded according to paragraph VIII. This especially applies to claims for damages which did not occur at the merchandise itself (damages caused by a defect = Mangelfolgeschäden).

VIII. General limitation on liability and statute of limitation

1. We shall only be liable for contractual and extra-contractual duties, especially for impossibility, default, culpa in contrahendo and tortious actions - also for our senior executives and other vicarious agents - in case of intention or gross negligence, limited to the typical contractual and foreseeable damage at the time when the contract was concluded.
2. These limitations shall not apply in case of culpable offence against essential contractual duties, insofar as the achievement of the contractual goal will be endangered, in cases of compulsory liability according to the Law on Production Liability, in case of injury of life, body or health and if and insofar defects of the matter have been maliciously withheld or their absence guaranteed. The provisions concerning the burden of proof remain unaffected.
3. Unless otherwise agreed upon, contractual claims which arose upon the Buyer against us on the occasion of or in connection with the delivery of goods, shall become time-barred one year after delivery of the merchandise. This deadline shall apply also for such goods which were used for a building according to their usual manner of use and which caused the defectiveness of same, unless this manner of use has been agreed upon in writing. This shall not affect our liability from intentions and gross negligent breaches of duty as well as the limitation of legal claims of recourse. In the event of a subsequent performance the period of limitation shall not start again.

IX. Copyright

1. We reserve the property right and copyright on all offers, drafts, drawings and other documentation; which may only be disclosed to a third party upon our consent. Drawings and other documentation being part of an offer have to be returned to us upon request.
2. In the event that we delivered subjects according to drawings, models, patterns or other documents pertaining to the Buyer, then the Buyer shall be liable that protective rights of third parties are not violated. If a third party prohibits us the production and delivery of such objects under reference to protective rights, we are entitled - without being committed to review the legal situation - to stop any further activity and in case of Buyer's fault, to demand damage compensation. Further the Buyer obliges himself to release us from all relating claims of third parties.

X. Trial parts, moulds, tools

1. In the event that the Buyer has to supply parts which are necessary for the performance of the order, then he will have to deliver same in time, free of charge and defects and delivered free production site in the quantity needed and/or with a reasonable extra quantity for possible scrap. In case of failure, thus arising costs and other consequences shall be for the account of the Buyer.
2. The production of trial parts inclusive the costs for the moulds and tools are for the account of the Buyer.
3. Property rights in moulds, tools and other equipment which are necessary for the production of ordered parts depend on the agreements made. We oblige ourselves to hold such devices for at least two years after their last use.
4. Our liability for tools, moulds and other production devices provided by the Buyer is limited to the care like on our own account. Costs for maintenance and care shall be borne by the Buyer. Our duty of retention expires - independent of Buyer's property rights- at the latest two years after the mould or the tool has been used last time.

XI. Place of Performance, Jurisdiction, Applicable Law

- Unless otherwise agreed to, our local office shall be the place of performance for our deliveries, if otherwise agreed, our headquarter in Hannover, Germany. The place of jurisdiction is Hannover, Germany. We can claim against the Buyer also at his place of jurisdiction.
2. All legal relationships between ourselves and the Contractor shall be governed by the laws of the Federal Republic of Germany supplementing these Purchase Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11-04-1980.

XII. Applicable Version

In cases of doubt, the German version of these General Conditions of Purchase shall apply.