

General Terms and Conditions (as of July 2014)

Rodriguez GmbH, Ernst-Abbe-Straße 20, D-52249 Eschweiler

1. Conclusion of contracts

- a) All of our services shall exclusively be subject to the following conditions even if we will not expressly refer to them in the future. At the latest, the Buyer shall agree to the validity of these conditions at the time of acceptance of the delivered goods. This shall apply even if he has ordered subject to his own terms and conditions of purchasing.
- b) Our offers are subject to confirmation. We shall only enter a commitment by written confirmation or acknowledgement of the order.
- c) Stipulations deviating from our confirmation or acknowledgement of the order shall require our written approval.
- d) General Terms and Conditions of the Buyer shall only be binding, if confirmed by us in writing.

2. Prices

- a) The price of the object of purchase shall be understood without any discount or other allowances, plus VAT. Agreed ancillary obligations of any kind (e.g. transportation expenses) shall be invoiced additionally. Should customs duties, taxes and other charges change or be initially implemented, the purchase price shall immediately change accordingly even if a fixed price was agreed on.
- b) The Buyer shall only be entitled to offsetting if his counterclaims have become res judicata, undisputed or accepted by us. Moreover, he shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relation.

3. Time of delivery

- a) Times of deliveries stated shall only be approximates.
- b) Should the Buyer fail to comply with his obligation of participation or should we be prevented from delivery by unforeseeable or extraordinary events in the course of operations or shipping or by our pre- or subcontractor or freight forwarder or by industrial actions, the delivery period extends appropriately. The same applies should the Buyer be prevented from meeting his obligation to accept the delivery due to corresponding reasons. The Buyer shall exclusively be entitled to withdraw from the contract should delivery not be carried out within an appropriate extension of the delivery period or should performance of the delivery become impossible.
- c) In the event of default on our part, the Buyer shall be entitled to grant an additional period of time for delivery and to withdraw from the contract when the period has elapsed. The Buyer shall - to the extent that is legally permitted - not be entitled to claims for damages for non-performance or compensation for default.

4. Acceptance

- a) If acceptance is stipulated to occur in accordance with special terms, the Buyer shall be obliged to undertake these on his own account.
- b) If there are no complaints about the delivered goods upon acceptance or should the Buyer refrain from accepting them, the goods shall be considered as delivered according to contract at the time of departure from the Contractor.

5. Passing of risk

Any risk shall pass to the Buyer on announcement of the willingness to deliver or, at the latest, at the time the goods leave the Seller's premises. This shall also apply should a freight forwarder, shipping company or us carry out the delivery.

6. Warranty and liability

- a) As far as apparent defects are concerned, complaints due to defective or incomplete delivery shall be given notice of in writing and detail immediately or within two weeks after receipt of the goods at the latest, however prior to installing, further processing or resale. The Buyer shall give notice of any complaints regarding damage to the goods in transport directly to the shipping company within the term allowed.
- b) We shall only assume responsibility for our performance according to the provisions stated below:
 - ba) We shall accept responsibility for defects other than irrelevant ones by choosing to remove the defect free of charge, to deliver goods in perfect condition (supplementary performance) or by crediting the purchase price to the Buyer's account. In any case, we shall be entitled to dispose of the rejected goods at our own discretion. The Buyer shall only be entitled to rescind the sale or to abate the purchase price if remedy of the defect or supplementary performance cannot be carried out or have failed. The statutory regulations shall apply if guaranteed qualities are lacking whereas our liability shall be limited to the amount that equals the damage our guarantee was supposed to safeguard the Buyer from. Any further claims shall be excluded unless they can be based on intentional or gross negligent actions on our part.

bb) Our specifications regarding the object of delivery and performance or the purpose of use (e.g. measures, weights, hardness, serviceability) shall be understood only as descriptions or markings. They shall not constitute guaranteed qualities, but only reference points. Qualities shall only be considered guaranteed if expressly so identified in detail and written form and, in the event of sale by sample, are qualities of the sample presented. Irrelevant deviations from samples or previous deliveries or other specifications shall not substantiate any claims unless they significantly interfere with the operational functionality as stipulated by the contract. Deviations common in the trade (e.g. in quality, colour, size, weight, equipment or pattern) shall be excepted unless otherwise agreed.

bc) Unless expressly agreed otherwise, the statutory warranty and limitation provisions shall apply.

bd) In particular, we shall not be held liable for the following defects:

- Utilization of the object of delivery other than stipulated by the contract
- Improper handling by the Buyer or third persons (e.g. incorrect or extended period storage, unprofessional operation or unconventional use)
- Faultiness of application site
- Utilization of improper outside resources

c) Irrespective of other indemnity limitations within these terms and conditions, we shall only be held liable for damages of all sorts, particularly for culpa in contrahendo, positive violation of contractual duty (not consisting of delay of performance or due to supervening impossibility) and tort (sec. 823 et seqq. German Civil Code), to the extent that intent or gross negligence is imputable to us, our employees or auxiliary persons (in terms of § 278 BGB). In any event, our liability shall be limited to damages both foreseeable at the time of conclusion of the contract and inherent to such contracts. In this case, we shall be entitled to request that, in compliance with good faith, character, extent and duration of the business relation as well as the unit price of our goods are considered in an appropriate manner. This liability rule also applies for advice we render orally or in writing as well as for the conduct of tests. In particular, the Buyer shall not be freed of his duty to examine our goods for their fitness for the intended use.

7. Reservation of title

a) The goods delivered shall remain property of the Seller until full settlement of all current or future claims from business relations with the Buyer, including the exemption from contingent liabilities accepted due to the contract with the Buyer.

b) The Buyer shall be obliged to separately store and mark our goods (goods subject to reservation of ownership).

c) The Buyer shall undertake processing of or modifications to the reserved goods on our behalf while this shall not result in any obligations for us. In the event of union, mixture or processing of the reserved goods with other goods that do not belong to the Seller, Seller and Buyer shall be co-owners of the new goods, our share amounting to the invoicing value of our united, mixed or processed goods. Insofar, the respective goods shall be considered goods subject to reservation of ownership in terms of this agreement.

d) The Buyer shall be entitled to resell the reserved goods in the course of adequate and orderly business connections to the extent that the Buyer safeguards our extended reservation of title (assignment of claims in accordance to e). Other disposals, particularly pledging and chattel mortgage regarding the reserved goods, shall not be permitted.

e) Herewith, the Buyer assigns all future claims deriving from resale or based on other legal grounds to the Seller to their full extent. In the case of co-ownership, the assignment only comprises the ratio of the claim resulting from our co-ownership in accordance with c). Should the Buyer bring the abovementioned claims into a current account relation, the current account claims are herewith assigned to us in full. After netting, the place of the current account claims shall be taken by the balance that is considered assigned up to the amount that made for the original current account claims; upon completion of the current account relation, this applies to the closing balance accordingly.

f) The Buyer shall only be authorized to collect the assigned claims in the course of orderly business connections and subject to revocation. Upon our request, he shall be obliged to notify the debtor of the assignment, as we shall be entitled to a right to inform at any time.

g) The authorization of the Buyer to dispose of the reserved goods and to process, mix and unite them shall expire if the terms of payment are not adhered to, in the event of unauthorized disposals in case of protests regarding bills of exchange or cheques and if an application for insolvency proceedings has been filed for the Buyer. This shall also apply to the collection of assigned claims. In these cases, we shall be entitled to take possession of the reserved goods without being obliged to granting a grace period or notice of rescission, to enter the business premises of the Buyer for this purpose, to demand convenient information and to inspect the Buyer's books to safeguard our rights. The repossession shall only constitute a rescission of the contract if expressly announced as such.

h) Should the value of securities provided exceed our claims by more than 20% in total, we shall be obliged to release the exceeding securities on the Buyer's request. However, we shall be entitled to choose which securities will be released.

i) The Buyer shall inform us about imminent or executed third party access to the reserved goods or the assigned claims without delay. The costs for intervention shall be borne by the Buyer.

8. Miscellaneous

a) The place of performance for any payment obligations of the Buyer shall be Eschweiler.

b) Eschweiler shall be the exclusive place of venue for all legal disputes. This shall also apply for procedures according to sec. 592 to 605a Code of Civil Procedure, i.e. summary procedures where the plaintiff relies entirely on documentary evidence. However, the Seller shall be entitled to bring an action against the Buyer in his place of general jurisdiction.

c) All legal relations between the Seller and the Buyer shall be exclusively governed by the laws and regulations of the Federal Republic of Germany, excluding UN-Sales law.

d) The legal invalidity of individual provisions of these General Terms and Conditions or other contractual stipulations shall not affect the validity of the remaining provisions.

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