

General Terms and Conditions (GTC) for deliveries and services of Rudolph & Sohn GmbH

1 For both parts the place of fulfillment and jurisdiction is Salzgitter.

2 Additional agreements, subsequent changes to an order or order confirmations and any assurances must have our express written approval.

3 Terms of payment

Credits on checks are always subject to receipt and without prejudice to earlier maturity of the purchase price in case of default; they shall be provided with the value date of the date on which we can dispose of the countervalue. Non-observance of terms of payment or circumstances which become known to us after the respective conclusion, and which reduce the creditworthiness of the customer, entitle us to only perform outstanding deliveries on advance payment or collateral security, and to withdraw from the contract after an appropriate period of grace, or to demand damages, irrespective of the right of redemption of the goods delivered subject to reservation of title, at the expense of the customer. They will also authorise us to make the remaining deliveries only against advance payment or against security, or compensation to demand for non-performance.

4 Retention of title

Until the payment of the entire purchase price, including all additional costs, the good remain our property. Any pledging or transfer by way of security in favour of third parties shall be excluded before full payment has been made. If the purchaser sells the goods delivered by us – irrespective of the condition of these goods – cedes to us all claims arising out of the sale against his customer with all subsidiary rights including his profit margin, until he has repaid all our claims.

5 Prices

Our prices are ex works Salzgitter Heerte. The prices are subject to change. The invoice is based on the prices valid on delivery or some special agreement have been attached. Packaging will be at cost price and not withdrawn.

6 Delivery

I. The seller is obliged to make an agreed delivery time to comply. If the agreed delivery date exceeded by more than six weeks, the buyer has the right to put the seller a reasonable grace period. If the seller has still not delivered the purchase item after the expiry of the extended term, the buyer can

withdraw from the contract by a written declaration. The aforementioned Deadlines can only be omitted by explicit written agreement. Incidentally, a Compensation claim for non performance or due to default is excluded. At Innocent inability of the supplier or its suppliers as well as force majeure the right of withdrawal continues. In these case both parties have the right of withdraw, three months after the original delivery date.

II. The delivery period begins when the order becomes legally valid and the agreement on the execution on time compliance with the agreed terms of payment. If the purchaser demand another execution of the object at any time before delivery, then the delivery time will be extended until the day of agreement on the execution interrupted and if necessary extended.

III. The supplier reserves design and construction form during the delivery time, as far as the object of purchase and its appearance has not changed fundamentally.

IV. The information in the descriptions about services, weights, operating costs, speeds etc. are considered approximate. If the delivery factory use signs or numbers to name orders or ordered purchased items, there can be no rights derived.

V. Delays in Delivery due to strikes and lockouts are not represented by the delivery factory.

7 Rights of the buyer in case of defects

I. Upon delivery the purchaser is obliged, at his own expense, to examine the goods delivered properly and without delay. Any notice of defects given later than 3 days after delivery of the goods will not be accepted. Hidden defects must be reported immediately after their discovery, at the latest within three days of the discovery, to the seller. The notice of defects shall be addressed exclusively to the seller.

II. If notice of a defect is received in due time and in accordance with these rules then, the seller has the choice between replacement and repair. If a repair is not reasonable or in case of failure, the buyer can reduce or demand the rescission of the contract.

III. Claims for rectification of the buyer are subject to a period of limitation of twelve months.

IV. By the seller by means of repair work replaced parts of goods become the property of the seller.

V. The buyer has to give opportunity to the seller for repair work, in frame of

reasonableness. If the buyer with the relevant necessary actions should be in default, the seller assumes no further liability for damage occurring.

VI. The seller is liable for any damages resulting from the defectiveness in the case, only if this is at least a grossly negligent dereliction of duty of his legal representative or his vicarious agents.

VII. This does not apply in cases of damage of life, body or health by us or our representatives by law or people we had used to fulfill the contract.

VIII. The paragraphs I, II, III and VII do not apply, if the seller take over a guarantee for a certain kind of texture over a specified Period.

8. Disclaimer / Limitation of Liability

I. All other claims for damages of any kind, especially those because Fault at the conclusion of the contract or because of breach of contractual or statutory ancillary obligations, may only claimed by the buyer if they are at least grossly negligent breach of duty by the seller, his legal representative or vicarious agents.

II. The above limitation does not apply to foreseeable damage due to injury essential contractual obligations. In such a Case, the seller is only liable if the damage was predictable. For unpredictable excessive risks, the seller is not liable.

III. This limitation also does not apply, if a culpable breach of duty by the seller, his legal representatives or vicarious agents, a liability for damages arising from the Violation of life, body or the Health is justified.