



HTS - Hamburger Technik Service GmbH (“The Company”)

General Terms and Conditions of Sale and Delivery

1. Binding effect of the General Terms and Conditions of Sale and Delivery

- (1) The Terms and Conditions set out below shall form part of the agreement concluded with the Company.
- (2) These Terms and Conditions shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction. They shall only apply towards entrepreneurs as defined in § 310 subsect. 1 of the German Civil Code.
- (3) These Terms and Conditions shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

2. Offer, Orders

- (1) All offers made by the Company to the client shall be indicative, notably with regard to quantities, price and delivery time.
- (2) Unless otherwise stated by the Company, all offers shall remain valid for a period of 30 days from the date of submission to the client.
- (3) Orders placed with the Company become binding on the Company only upon the Company's written confirmation of the order.

3. Documents

The contents of any documentation supplied to the client is only binding on the Company to the extent that the Company confirms the same in a separate written statement to the client. Such documents shall be used by the client only and shall be returned to the Company immediately thereafter. The Company's title and copyright to such documentation is retained at all times.

4. Dispatch

- (1) On the absence of specific shipping instructions from the clients, the Company shall determine the method and route of dispatch. The selection of the method and route of dispatch shall be without liability for the cheapest and fastest transport.
- (2) If the Client requests a particular means of transport, the Company shall not be responsible for its availability.

5. Execution, Delivery time

- (1) The Company shall be deemed to have delivered the goods when the client is notified of the readiness for shipment and the goods are made available for collection at the agreed place.
- (2) If the purchaser demands shipment of the goods, the risk of loss or damage to the goods passes to the purchaser upon dispatch. .
- (3) In the event of default in acceptance or other breach of obligations to cooperate by the client, the Company is entitled to demand any resulting damages including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the



goods passes to the client at the time of such default in acceptance or breach of obligations to cooperate.

- (4) Unless otherwise expressly agreed in writing, any indicated time of delivery or unloading shall be non-binding.
- (5) The Company shall have the right to reasonable delivery in instalments.
- (6) Events of force majeure or other unforeseen incidents outside the Company's responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities, shall, for their duration and in accordance with their impact, relieve the Company from the obligation to comply with any agreed time for delivery and unloading and shall not give the client any right to claim damages hereunder.

6. Packing

Unless otherwise stated, the Company's quoted prices do not include the cost of packing.

7. Passage of risk, Insurance

- (1) All risks shall pass to the client upon the Company's fulfillment of its delivery obligations as set out in Section 5 (1).
- (2) Unless otherwise stated, the Company will arrange cargo insurance for the goods with an insurer of its choice on normal market terms.

8. Prices, Payment

- (1) The agreed prices and terms of payment are fixed exclusive of the respective statutory VAT. No amounts can be deducted therefrom except with the Company's prior specific written agreement.
- (2) If, as a result of a change of law between the agreement date and the delivery date, additional or increased charges – in particular duties, levies, currency compensation payments, shall be payable, the Company shall have the right to increase the purchase price accordingly. The same shall apply to any fees for examination.
- (3) The Company's price claims are and payable free of any deduction within 14 days from the date of the invoice irrespective of the time of receipt of the goods by the client. From the due date default interest in the amount of 9 % above the respective base interest rate p. a. shall accrue. No particular reminder is required. The Company reserves all rights to claim further damages for delay.
- (4) Payment must be made in the agreed currency, free of any charges and must be made into the bank account stated by the Company.
- (5) The client shall be entitled to offset only insofar as the client's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The client is entitled to claim rights to retain only to the extent such rights are based on the same transaction.
- (6) If, after conclusion of the contract, it becomes apparent that the Company's claim to the purchase price is at risk due to the Customer's lack of ability to pay (e.g. as a result of an application for the opening of insolvency proceedings), the Company shall be entitled, in accordance with the statutory provisions, to refuse performance and, if applicable, after setting a deadline, to withdraw from the contract (§ 321 BGB).



9. Compensation claims, right of recourse

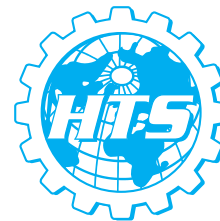
- (1) The Company is, if not caused by its fault, entitled to ask for refund of expenses properly incurred, in particular those relating to average contributions, detention or demurrage charges, including additional packaging for protecting the goods.
- (2) On request, the client must immediately indemnify the Company for expenditures, such as freight, average contributions, customs duties, taxes and other fees demanded from the Company, in particular acting as a person authorised to dispose or as possessor of goods belonging to third parties, unless the Company is responsible for their accrual.

10. Retention of Title

- (1) The Company reserves title to the goods delivered until receipt of the full payment under the present contract as well as any other business relations with the same client. If the client is in breach of the contract and in particular if the client fails to effect payment as thereunder stipulated, the Company will be entitled to re-possess goods.
- (2) The repossession of the goods by the Company does not constitute a withdrawal from the contract by the Company unless the Company declares such withdrawal in writing.
- (3) Upon re-possession of the goods, the Company is entitled to dispose of the goods and use the proceeds of such disposal to offset the amount due to the Company by the client after deduction of a restocking fee of twenty percent of the order value.
- (4) The client hereby assigns to the Company all accounts receivable which arise from the transfer of the goods to third parties and such assigned funds will be used to offset the balance due by the client to the Company, irrespective of whether the goods have been resold in the state in which they were delivered by the Company or have been further processed.

11. Liability

- (1) In case of intent or gross negligence on the Company's part, the Company shall be liable according to the provisions of applicable law. In cases of simple negligence, the Company shall only be liable in case of breach of a fundamental contractual obligation. Fundamental contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the client may regularly rely.
- (2) In the event of a simply negligent breach of fundamental contractual obligations, the Company's liability shall be limited to the typical, foreseeable damage.
- (3) The Company's liability for culpable damage to life, body or health as well as the Company's liability under the Product Liability Act shall remain unaffected.
- (4) To the extent that the Company's liability is limited under the above provisions, this limitation of liability shall also apply in favor of its legal representatives, employees, and vicarious agents if they are directly held liable by the client.
- (5) Any liability not expressly provided for above shall be disclaimed.



12. Warranty Terms & Conditions

- (1) Warranty claims shall be time-barred after 12 months of the passage of risk according to section 5 (1).
- (2) The goods must be carefully inspected immediately upon delivery to the client or to a third party designated by the client. With respect to apparent defects or other defects that would have been identifiable during an immediate and careful inspection, the goods shall be deemed approved by the client unless the Company receives a written notice of defects within seven (7) business days of delivery, which must include photographic evidence of the defects. For other defects, the goods shall be deemed approved by the client unless the notice of defects, including photographic evidence, is received by the Company within seven (7) business days from the time the defect becomes apparent; if the defect was already apparent at an earlier point during normal use, this earlier point in time shall be decisive for the commencement of the notification period.
- (3) Upon justified objections raised in accordance with the procedures and deadlines hereunder, the client shall be entitled to alternative performance in the form of remedy of defect or delivery of conforming goods. If such alternative performance has failed, the client is entitled to reduce the purchase price or to withdraw from the contract which shall be without prejudice to the Company's right, to provide the return of the objected goods. The attempted repair of defects by the client will release the Company of any liability for defects.
- (4) The client shall not be entitled to any further rights or remedies as such outlined in Section 12. (3).
- (5) The Company does not offer any warranty for orders placed on behalf of the client for the repair or modification of equipment supplied or used by third parties.
- (6) If the client is not the end user of the Company's goods, the client shall indemnify the Company against all third-party claims.

13. Place of Jurisdiction,

- (1) This contract shall be governed by and be construed in accordance with the laws of Germany, excluding the Convention on Contracts for the International Sale of Goods.
- (2) Place of performance and place of jurisdiction for disputes arising out of or in connection with this contract shall be Hamburg. For claims against the Company, this place of jurisdiction shall be exclusive.