

#### Preliminary Remark

Individually agreed provisions within the contractual agreement take precedence over the "General Terms and Conditions of the company of RST GmbH". If individual terms and conditions should be ineffective, the effectiveness of the remaining terms and conditions remains unchanged.

The information and the illustrations provided by RST-GmbH on this website regarding appearance, service, weight, measure, consumption figures, colour and other details, should be regarded as only an approximate description or identification. Such information does not assure particular guaranteed qualities.

#### 1. General Conditions

1.1 All present and future deliveries and services (hereafter: deliveries) shall be based on the following conditions. Any deviations from, or additions to, these conditions require prior written approval for them to be effective. Any conditions of the customer (buyer) which run contrary to these conditions are herewith declared void and we are not bound by them even if the customer in his general terms of trade excludes the validity of our terms and if we have not declared these void. This shall apply to all following offers (quotations) and orders.

1.2 The general terms of the customer shall only apply if the supplier or service provider (hereafter: supplier) has expressly agreed to them in writing. Any agreement which has not been approved of in writing by the supplier is null and void.

1.3 Regarding samples, offers (quotations), drawings and other documentation, the supplier hereby retains his rights of ownership and copyright rights in their entirety. The documents can only be made accessible to third parties with the prior approval of the supplier. If the supplier is not awarded a particular contract or order, then the documents must be returned to him immediately on request.

1.4 The weights and measurements given in the catalogue have been carefully calculated and the drawings have been carefully prepared. The details in the catalogue are based on the current technical know-how and experience of the supplier. We reserve the right however, to make technical improvements and modifications. The details in the catalogue are not binding and do not release the customer from his obligation to check carefully to make sure that the supplied article is suitable for his particular application. The supplier accepts no liability for any damages or other disadvantages arising from the above.

#### 2. Contracts

2.1 The supplier reserves the right to modify or amend any of his offers and any other details.

2.2 Any offers (quotations) from the supplier can be accepted by the customer within four weeks of receiving them.

2.3 The scope of our performance is that shown on our order confirmation.

2.4 Any agreements by word of mouth, any guarantees regarding characteristics (properties) and any modifications, amendments or additions to a contract must be in writing for them to be binding. Any deviation from this requirement also needs to be in writing.

#### 3. Prices and Payment Terms

3.1 Prices are ex supplier's works, excluding packaging, the current rate of sales tax (VAT) and any materials surcharge on the day of invoicing. We reserve the right to make reasonable price adjustments, if, after concluding the contract, circumstances arise which make a price increase necessary. By this is meant, for example, any changes in material and labour costs.

3.2 A metal surcharge is calculated for all brass items from RST on the basis of the current market price for the day. The surcharge table on which this is based can be found on our homepage. The surcharge is added to the individual net price for each customer. The calculation of the metal surcharge is based on the date on which the order was received. The prices of our brass products are based on a metal price of 150 Euros for MS 58/1. Depending on the type of article, there can be deviations from the surcharge table.

3.3 For orders with a net value of less than € 100,- the supplier shall be entitled to charge an extra fee of € 12,50,- unless it is possible to combine the small order with other orders for the same customer.

3.4 All prices are valid only for complete packs. If the customer orders any part packages, then a special packaging fee of € 12,50 will be charged.

3.5 The customer can only claim a reduction of the invoice or set off a demand against other demands if the demand (claim) is unchallenged or found to be legally binding by a court of law. Any right of retention against us in respect of payments shall be excluded, unless the claim results from the same contractual relationship.

3.6 Unless agreed to the contrary, invoices are due and payable within 30 days net. If the 30-day deadline is exceeded, then interest will be payable at the legal rate of 8% above the current base rate, irrespective of any further claims. Drafts are only acceptable as payment with prior approval, and the buyer (customer) must bear the costs of the draft, in particular any discount and encashment charges. No cash discount can be awarded on drafts.

3.7 For deliveries of tools, the following payment terms shall apply as an exception to the general rule as in 3.6 above: one third of the invoiced amount is payable on the award of the order, one third on presentation of the cutturm samples and one third 14 days after presentation of the initial (pre-production) sample. All prices net without discount.

3.8 As an exception to the above payment terms and in individual cases, a delivery can only be made if the customer has paid in advance or if he has presented a certified document proving his creditworthiness. In the case of new customers we reserve the right to deliver COD or only after prior payment.

#### 4. Delivery and Buy Off (Handover)

4.1 The delivery deadline shall begin on the date of the order confirmation, provided that all documents, approvals and clearances which the customer has to supply have been received by us or are presented along with the order confirmation. The deadline shall be extended accordingly in the case of any delays caused by the customer. Such an extension shall also apply in the case of unforeseen circumstances outside our control.

4.2 The delivery deadline shall be considered as kept when the consignment is ready for dispatch and the customer has been informed of this. We reserve the right to deliver partial consignments if necessary.

4.3 Deadlines and target dates which we quote are not binding unless expressly given in writing. This applies in particular in cases where we have not agreed on a firm delivery date, but merely confirm that we will deliver at the earliest possible time („as soon as possible“, „without delay“ or suchlike). In such cases the buyer shall, unless expressly agreed beforehand in writing, grant us a delivery period of at least 6 weeks, providing that the delay is not our fault.

4.4 The supplier shall have right of retention (lien) in respect of further deliveries until all previous deliveries have been paid for. If any details become known, during or after a contract has been finalised, which would cast doubt on the creditworthiness or readiness to pay of the customer, then the supplier can demand a security. If the customer refuses to give this security, then the supplier can withdraw from the contract.

4.5 It is not always possible to guarantee exact quantities in the case of specially manufactured items. We reserve the right in all cases to deliver either 10% more or less than the ordered quantity.

4.6 The customer is obliged to accept the goods duly offered and supplied, even if there is a slight fault in the product.

4.7 In the case of a general, or „umbrella“, agreement we insist that the customer calls off the entire quantity agreed within the specified time period.

#### 5. Dispatch and Transfer of Risk

5.1 Dispatch shall be always at the risk and cost of the receiver, even when carriage-paid delivery has been agreed. We cannot be held liable for any damage, breakage or loss of any kind which occurs whilst the goods are being transported

5.2 Risk shall transfer to the buyer as soon as the consignment has been handed over to the person/company carrying out the transport, or has left our warehouse ready for dispatch. If dispatch proves impossible for reasons beyond our control, the risk shall transfer to the buyer as soon as he is informed that the goods are ready for dispatch.

5.3 The INCOTERMS valid at the time when the particular contract is finalised shall apply, unless agreed to the contrary in our conditions.

#### 6. Delay, Impossibility and Contract Amendment (Adaptation)

6.1 Delays in supply and services as a result of force majeure and events which make the delivery considerably more difficult or even impossible - such as problems in procuring materials after agreement has been reached, or any interruptions in company operations, strikes, lock-outs, shortage of personnel, lack of transportation, local authority orders, etc. including those which affect our suppliers or sub-suppliers, are not to be considered our fault, even if we have agreed definite and binding delivery dates and deadlines. In such cases we shall be entitled to extend the deadline for the delivery or service to cover the duration of the delay plus a reasonable start up time („warm up time“) or in respect of the unfulfilled part to withdraw from the contract in part or in whole. If the obstacle persists for longer than three months, then the buyer shall be entitled, after setting a reasonable further or final deadline, to withdraw from the contract in respect of the unfulfilled part.

6.2 If we are at fault in the non-fulfilment of binding and agreed deadlines, or if we are in delay, then the buyer shall be entitled to claim interest to the tune of 0.5% for each complete week of the delay, in total however no more than 5 % of the invoiced value of the affected deliveries and services.

6.3 In respect of delays in delivery or any damages claimed instead of delivery, no claims for damages can be accepted which exceed the conditions agreed in 6.2. The customer can only withdraw from the contract when the delay is our fault.

6.4 No claims over and above this are possible, unless the delay is based on gross negligence.

6.5 If the delivery or service is impossible because we are at fault, then the customer shall be entitled to claim damages. This shall be limited, however, to 10% of the value of the delivery or service which has proved impossible (unfulfillable).

6.6 In the case of unforeseen circumstances, especially force majeure, which are of economic importance, we shall be entitled to adapt the contract in good faith to the changed circumstances. If it proves impossible to adapt the contract because this would have negative financial consequences (i.e. be uneconomic), then we shall be entitled to withdraw from the contract.

#### 7. Guarantee

7.1 The guarantee period shall commence on the date of delivery. The guarantee shall lapse if any operating or maintenance instructions are not observed, or any modifications made to the products, or if the customer attempts to carry out any corrective work on the product, or if he changes any parts or uses any materials which do not correspond to the original specifications. The buyer must inform us of any defects immediately in writing, at the latest however, within one week of receiving the goods. If the customer fails to do so in the case of such an obvious defect, then he can have no claims against us under the guarantee. The guarantee here applies to those defects which can be detected within the above time limit by careful inspection of the goods.

7.2 Defects which even with careful inspection cannot be detected within the above time limit, must be reported to us in writing immediately they are discovered. No claim under guarantee can be accepted if these defects are not reported in writing within one week of their discovery.

7.3 In all cases the claim (complaint) report must contain the number of the delivery note and the invoice number.

7.4 If the claim is justified, we shall be entitled to make two attempts to correct the fault, or we can choose to replace the item. If the claim is justified, then the guarantee shall also cover any related costs (such as freight costs). This does not apply, however, if, at the express request of the buyer, we carry out any visits, inspections or meetings, or the like, at his company. These costs must be paid (refunded) by the buyer even if the claim is justified. If, in response to a claim by the buyer, we request and receive goods back from the buyer, or if the buyer sends goods back without consulting us, then we shall accept the goods only for the purpose of inspection or investigation of the claim. In accepting the goods in this way, we are not accepting the claim itself. If the buyer sends the goods back without any request from us, and if the claim proves unfounded, then we are not obliged to return the goods to him. They shall remain at our premises at his risk. If, after a due period, the attempts to correct the complaint are not successful, then the buyer can choose to either withdraw from the contract or request impairment (loss of value).

7.5 The period of limitation for all claims (complaints) shall be 12 months, with the exception of those performances where the law prescribes a longer period.

7.6 We cannot be held liable for normal wear and tear. Only the buyer is entitled to any damages. He cannot assign any claims. No further claims of any kind are possible, with the exception of those which result our having given any assurances as to characteristics which were intended to protect the buyer from the risk of any knock-on or consequential damages. However, the assurance of characteristics (properties) must have been given in writing.

7.7 We do not give any legally-binding guarantees. This also applies to any statements by any of our staff. A definite guarantee statement or declaration can only be given in individual cases and in writing.

#### 8. Special Rights of Rescission of the Supplier

8.1 The supplier is entitled to withdraw from the contract for the following special reason, if it should become apparent, contrary to what was assumed before the contract was concluded, that the purchaser is not credit-worthy. Credit unworthiness can be assumed in the event of protest against a cheque or a bill of exchange, a suspension of payment by the contractual partner, or an unsuccessful legal execution attempt. It is not a prerequisite that the business relationship between the supplier and the contract partner is involved.

8.2 In addition, there is a right of withdrawal should it become apparent that the purchaser gave incorrect information about his creditworthiness and this information was of considerable significance for the contract, or the goods which are delivered under the retention of title are used in a way other than a normal business transaction, in particular as security or collateral.

#### 9. Retention of Title

9.1 Until the customer meets all demands (including any outstanding current account balances) to which we are entitled by law now or in the future, he undertakes to provide us with the following securities, which we can choose to avail ourselves of, inasmuch as the value of these securities is permanently in excess of our demands by more than 20 %. The goods shall remain our property. Any processing or re-shaping shall always be done in our name as manufacturer, without any commitments from us, however. If, as a result of assembly or recombination work our (part-) ownership lapses, then it is hereby agreed that the (part-) ownership of the buyer in respect of the complete item shall transfer to us in proportion of the monetary value (invoice value). The buyer shall hold the goods of which we are part owners, free of charge. Goods of which we are part owners are referred hereafter as reserved-title goods. The buyer shall be entitled to process and sell the reserved-title goods in the normal way, as long as he is not behind with his payments. If he is behind with his payments, or is unable to pay, or is in debt, then any processing or sale may be affected only with our express written permission. In this case there is no need for any express objection or agreement to a sale.

9.2 Using the goods as collateral (pledging) or as security shall not be possible. For reasons of security, the buyer assigns to us as of now all demands in full from any re-sale or from any other legal source (e.g. insurance or an unlawful act) in respect of the reserved-title goods (including all outstanding balances from any current invoices).

9.3 We hereby authorize the buyer (whilst reserving the right to withdraw this authorization) to obtain the assigned demands in his own name and for his own account. This authorization can only be rescinded if the buyer does not fulfil his obligations to pay in a correct way. If a third party attempts to secure the reserved-title goods, the buyer shall inform him that the goods are our property and inform us immediately. If the buyer acts in contravention of this agreement (in particular, default in payment) we are entitled to take back the reserve-title goods or to demand that the buyer assign to us as necessary his claims for surrender against third parties. Taking back or pledging the reserve-title goods by us must not be seen as a withdrawal from the contract.

#### 10. Protection of Industrial Property and Copyright

The customer undertakes to make sure that the copyright rights of any third parties in respect of any documentation, objects, data, storage media and suchlike which he has received from us in the course of our performance are not infringed. We hereby inform the customer that rights of third parties do exist. The customer hereby releases us from any claims of third parties which may ensue. The customer also agrees to recompense us for any claims for damages from a third party.

#### 11. Data Protection

In signing this agreement, the customer agrees to our storing all relevant data from our business association.

#### 12. Liability

Any claims for damages on the part of the customer, especially those concerning the infringement of any obligations arising from this contractual relationship or any illegal acts, irrespective of their legal origin, are excluded. This does not apply where liability is required by law. This limitation on liability shall extend in the same way to cover all persons or companies assisting the supplier in the fulfilment of his performance. Any claims for damages by the customer shall lapse after 12 months. For liability cases in accordance with the Product Liability Act, the claims shall lapse in accordance with legal requirements of that Act.

#### 13. Place of Fulfilment, Place of Jurisdiction and Applicable Law

The place of fulfilment for deliveries, services and payment shall be Wallenhorst, Osnabrück. The place of jurisdiction shall be the court which has jurisdiction at the seat of the supplier (Osnabrück Local Court/Amtsgericht Osnabrück). This even applies to disputes where the customer is also a businessman (trader). German law shall apply to all legal situations arising from the deliveries and services under this agreement. The Convention on Contracts for the International Sale of Goods (CISG) shall also be excluded.

#### 14. Concluding Clause

If any provision in these general terms proves legally ineffective, the remainder of the agreement shall nevertheless remain binding. This shall not apply in a case where adherence to the contract would constitute an undue hardship for either party.