

**Terms and Conditions of SCHAUB Umwelttechnik GmbH
for the ordering of
goods, work and services**

1. Purpose

These Terms and Conditions will govern the rights and duties of SCHAUB Umwelttechnik GmbH as Purchaser on the one hand and the Supplier on the other hand in the event of the conclusion of an individual contract between the contracting parties for the ordering of goods, work performances or services by the Purchaser from the Supplier.

2. Formation and content of an individual contract

2.1.

An individual contract between the contracting parties will be concluded by an order of the Purchaser in text form and the receipt of the corresponding order confirmation of the Supplier by the Purchaser in text form or by a contract offer of the Supplier in text form and the receipt of the corresponding order confirmation of the Purchaser by the Supplier in text form.

2.2.

The Purchaser will be bound by its orders for 10 days from receipt by the Supplier. The Supplier will be bound by its contractual offers for 30 days from receipt by the Purchaser.

2.3.

The provision of services prior to the conclusion of the individual contract will not establish any duties on the part of the Purchaser.

2.4.

The individual contract will regulate the type of contract, the type, the scope, the place, the time, the quality and the price of the ordered service.

2.5.

In the event of contradictions or ambiguities between the individual contract on the one hand and these terms and conditions on the other, the individual contract will prevail.

2.6.

The Supplier's general terms and conditions will not apply to the individual contract even if the Purchaser has not objected to their application.

3. Testing of technical specifications

The Supplier will immediately check any technical specifications or documents received from the Purchaser on or after conclusion of an individual contract for obvious errors and obvious problems for the implementation of the order in accordance with its technical qualification and will immediately notify the Purchaser in text form of any errors or problems detected.

4. Reservation of changes in performance

4.1.

If the individual contract is a contract for work and services or a service contract, the Purchaser will be entitled to unilaterally change the content and/or the scope of the ordered performance in text form subject to a period of notice of 7 days, provided and to the extent that the Supplier's business is set up for the provision of the changed performance and the provision of the changed performance is not unreasonable for the Supplier on other grounds. This will apply analogously to the provision of additional services at the request of the Purchaser.

4.2.

The Supplier will examine the Purchaser's request for change and notify the Purchaser in text form within 10 days of receipt of the request for change, submitting the associated calculation, whether it will perform the changed or additional service and whether and what effects this will have on the price and the time of performance. If such effects arise, the Supplier will at the same time send the Purchaser a new contract offer, which the Purchaser will accept or reject within 30 days of receipt.

4.3.

The Supplier will receive the remuneration for the services rendered up to receipt of the request for change as well as compensation for the expenses and costs that can no longer be avoided up to the expiry of the period of notice.

4.4.

The Purchaser will be entitled to extend the performance period agreed for the acceptance of the Supplier's services by a maximum of 6 months by means of a unilateral declaration in text form. In the period between the receipt of the declaration by the Supplier and the expiry of the extension period, the Purchaser will not be in default of acceptance.

5. Service provision

5.1.

The Supplier will provide the ordered services through its own personnel who are sufficiently qualified for this purpose.

5.2.

The use of subcontractors by the Supplier will require the prior consent of the Purchaser in text form. Consent may only be refused if the use of subcontractors is objectively likely to impair the legitimate economic interests of the Purchaser.

5.3.

The Supplier is free to determine the working hours, the place of work and the performance of the services. The Purchaser has no authority to issue instructions to the personnel employed by the Supplier.

6. Remuneration and its due date

6.1.

The remuneration of the Supplier results from the respective individual contract.

6.2.

All prices agreed in the individual contract are fixed prices and include, in particular, delivery costs, taxes, customs duties, fees, charges, travel costs, expenses and outlays.

6.3.

For modified or additional services under Section 4.1. of these Terms and Conditions, the Supplier will offer prices which are developed from the prices for the original service and which are equitable in relation to these and the relevant market.

6.4.

The Supplier's remuneration will become due for payment within 60 days after receipt of an auditable invoice for the service already fully performed and, if the individual contract is a contract for work and services or a service contract, accepted. The invoice must include, at a minimum, the type, quantity, unit prices, total price, applicable taxes, purchase order date, purchase order number, time of performance, invoice number and evidence of performance.

6.5.

Also, the unconditional payment of an invoice will neither constitute an acceptance of the performance nor an acknowledgement of the contractual conformity of the performance or the correctness of the invoice.

6.6.

If the Purchaser pays an invoice within 14 days after receipt, such that the day of the initiation of the payment is decisive, he is entitled to deduct a 3% discount.

7. Acceptance and testing of the Supplier's services

7.1.

If the individual contract is a contract for work and services or a service contract, a formal acceptance will take place for the work performances or services of the Supplier by drawing up and signing a written acceptance report.

7.2.

The acceptance report will be based on an inspection of the contractual conformity of the Supplier's work or services carried out by the Purchaser, to which the Supplier will be invited by the Purchaser with a period of notice of 7 days.

7.3.

The inspection by the Purchaser of the conformity of the Supplier's works or services with the Contract will take place within 30 days of receipt by the Purchaser of the Supplier's notification of completion of the works or services.

7.4.

The actual receipt and/or use of the work or services will not constitute acceptance by the Purchaser.

7.5.

If the individual contract is a purchase contract in the form of a commercial purchase, the Purchaser will inspect the goods and services on delivery only for obvious defects in terms of identity, quantity and damage caused by transport or damage that is visible at first sight. In all other respects, the Purchaser will be exempt from the duty to inspect and the duty to give notice of defects under § 377 of the Commercial Code (HGB).

8. Defect rights

8.1.

Claims of the Purchaser based on defects of the Supplier's performance will become statute-barred 3 years after delivery if the individual contract is a purchase contract, 3 years after acceptance if the individual contract is a contract for work and services and 6 months after performance of the service if the individual contract is a service contract. If longer limitation periods for the claims for defects result from statutory provisions, these longer limitation periods will apply.

8.2.

Defects in the Supplier's services will be remedied by the Supplier after the Purchaser has notified the Supplier accordingly.

8.3.

This subsequent performance will be effected, at the Supplier's option, by remedying the defect free of charge or by making good the performance.

8.4.

If the defect cannot be remedied within a reasonable period of time or if the subsequent performance is deemed to have failed on other grounds, the Purchaser will be entitled to the statutory rights in respect of defects.

8.5.

Repairs will be deemed to have failed if the Supplier has been given an opportunity for repairs, if it is impossible, if it is refused or unreasonably delayed by the Supplier or if it is unreasonable on some other ground."

9. Rights of use

9.1.

The Supplier grants the Purchaser the exclusive, perpetual, unlimited, transferable and irrevocable right of use for all types of exploitation to all services rendered in accordance with individual contracts.

9.2.

The Purchaser will acquire sole ownership and sole legal title to all tangible and intangible results of the Supplier's performance created at and for the purpose of the performance of an individual contract as of the time of their creation.

9.3.

The granting of rights under the above §§ 9.1. and 9.2. will be fully compensated with the remuneration under § 6. of these Terms and Conditions.

10. Freedom of services from third-party property rights

10.1.

The Supplier warrants to the Purchaser that its services and or their use do not infringe any rights of third parties and that the use of these services by the Purchaser does not require the permission of third parties.

10.2.

The Supplier will indemnify the Purchaser, including its representatives and employees, against all liabilities, damages and expenses incurred by the Purchaser or its representatives and employees as a result of a breach of the warranty under Clause 10.1 above.

11. Liability

11.1.

The liability of the contracting parties for damages or reimbursement of futile expenses will be governed by this clause without regard to the legal nature of the claim.

11.2.

Liability for damages arising from injury to life, limb or health, as well as for claims under the Product Liability Act, will be governed without restrictions by the statutory provisions.

11.3.

Liability in the event of intent or gross negligence as well as from a guarantee is unlimited.

11.4.

In addition, in the event of simple negligence, the contracting parties will only be liable if they breach an obligation, the fulfilment of which makes the proper performance of the contract possible in the first place, the compliance with which the other contracting party regularly relies on and may rely on and the breach of which endangers the achievement of the purpose of the contract, a so-called cardinal obligation. In these cases, however, the liability is limited to the amount of the damage that typically arises in transactions of the present type, i.e. that must typically be expected to arise in transactions of the present type.

11.5.

Each party to the contract will have the right to plead contributory negligence.

11.6.

The limitations of liability resulting from this clause will also apply in favour of the employees, representatives and bodies of the contracting parties.

12. Confidentiality

12.1.

All information and documents disclosed by the Purchaser to the Supplier for the performance of an individual contract will be deemed to be business secrets of the Purchaser within the meaning of the Act on the Protection of Business Secrets, unless and to the extent that they have been expressly designated as non-confidential or are obviously non-confidential by their nature or have become public knowledge without breach of rights.

12.2.

Any disclosure to third parties and any use of business secret information or documents not required for the performance of an individual contract within the meaning of the above clause 12.1. will only be permitted to the Supplier with the prior and written consent of the Purchaser.

13. Contract duration and termination

13.1.

Contracts for work and services that have been concluded may be terminated in accordance with the statutory provisions applicable to this type of contract. Service contracts that have come into effect may be terminated by the Purchaser with due notice of 2 weeks and by the Supplier only with extraordinary notice for good cause.

13.2.

The right of each contracting party to extraordinary termination for good cause will remain unaffected.

14. Contractual penalty

14.1.

For culpably exceeding a deadline agreed in the individual contract for the performance of a service ordered by the Purchaser from the Supplier, the Supplier will pay to the Purchaser a contractual penalty in the amount of 0.2% of the net remuneration agreed for the delayed performance for each working day of delay.

14.2.

The total amount of the contractual penalty to be paid by the Supplier to the Purchaser will be limited to 5% of the total net remuneration agreed in the individual contract.

14.3.

The assertion of claims for damages by the Purchaser against the Supplier in addition to the contractual penalty will remain unaffected. However, a forfeited contractual penalty will be offset against such claims for damages of the Purchaser.

14.4.

The Purchaser is entitled to reserve the right to claim the contractual penalty until final payment.

15. Guarantees and cash retention

15.1.

The following clauses of this Clause 15 will only apply as a whole or with regard to individual clauses if their application as a whole or only with regard to individual clauses is expressly agreed in the corresponding individual contract.

15.2.

Within 2 weeks after the conclusion of an individual contract, the Supplier will provide the Purchaser with a contract performance guarantee issued by a credit institution or credit insurer authorised to do business in Germany and domiciled in Germany in the amount of 10% of the net remuneration agreed in the individual contract. The contract performance bond will serve to secure all claims of the Purchaser for performance of all duties of the Supplier under the individual contract.

15.3.

Until receipt of the contractual performance bond, the Purchaser will be entitled to retain cash from invoices of the Supplier up to the amount agreed for the performance bond.

15.4.

At the time the payment is due, the Supplier will provide the Purchaser with a warranty for defects issued by a credit institution or credit insurer authorised to do business in Germany and domiciled in Germany in the amount of 5% of the net payment invoiced in accordance with the individual contract. The defects liability guarantee must serve to secure all of the Purchaser's claims for defects under the individual contract that are directed to monetary payment.

15.5.

The Purchaser will be entitled to retain cash from the Supplier's final invoice up to the amount agreed for the defects liability guarantee until receipt of the defects liability guarantee in accordance with the contract.

15.6.

If the Purchaser is required to make an advance under the relevant individual contract, the advance will not become due until the Supplier has provided the Purchaser with an advance guarantee from a credit institution or credit insurer authorised to do business in Germany and domiciled in Germany in the amount of the advance due in each case. The advance guarantee must serve to secure all possible claims of the purchaser repayment of the advance.

15.7.

Any guarantee governed by Clause 15 above must be for an unlimited period, be in writing, contain a waiver of the defence of anticipatory action, exclude the right of deposit, provide for the exclusive application of the law of Germany, provide that the legal venue will be the head office of the Purchaser and contain a declaration that the claim under the guarantee will not be subject to limitation before the secured principal claim.

16. Quality control

16.1.

The Supplier gives the assurance to have a quality management plant certified according to DIN EN ISO 9001 and to maintain it for the duration of the performance of the contract.

16.2.

The Supplier gives an assurance that it will inspect its services before they are handed over to the Purchaser to ensure that they function in accordance with the contract, that they are free from damage and that they are free from other defects.

16.3.

The Supplier undertakes to allow the Purchaser and or the purchaser of the services named by the Purchaser to inspect and test the ordered services already during the manufacturing process before they are handed over to the Purchaser and to grant access to its own premises for this purpose, provided that a period of notice of at least 2 working days is observed.

17. Storage of the items provided by the Purchaser

The Supplier will be required to accept goods provided by the Purchaser, to mark them as goods provided by the Purchaser, to check them for externally visible defects or damage on acceptance, to confirm their acceptance without delay by returning the receipted delivery bill, to store them for up to 3 months at its own expense and, at the Purchaser's request, to ship them together with its own performance to the recipient to be indicated by the Purchaser.

18. Final provisions

18.1.

Should one or more provisions of these Terms and Conditions or of a corresponding individual contract be or become invalid or unenforceable in whole or in part, this will not affect the validity of the remaining provisions. § 139 BGB is waived. The omitted provision will be replaced by a substitute provision which comes as close as possible to the economic and legal purpose of the omitted provision. The above will also apply analogously in the event that these Terms and Conditions or a corresponding individual contract contains a gap that requires regulation and is capable of being regulated.

18.2.

German law will apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

18.3.

The legal venue for all disputes arising from or in connection with a corresponding individual contract will be the head office of the Purchaser, unless another exclusive jurisdiction exists.