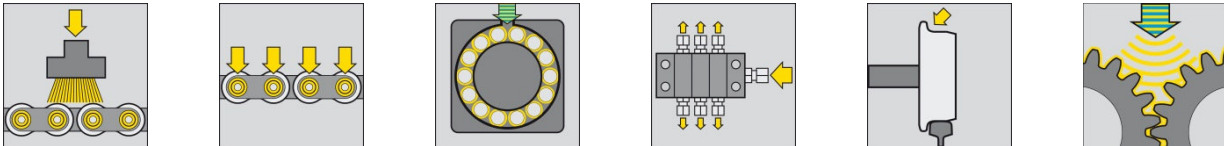


## General Terms of Sale

As at March 2018



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### I General conditions

1. All deliveries and services of REBS Zentralschmiertechnik GmbH are subject to these conditions and other separate contractual agreements. Deviating conditions of purchase of the customer also do not become part of the contract through order acceptance.
2. The following conditions also apply to all future business with the customer.
3. Our offers are not binding. A contract comes about upon written confirmation by REBS, unless there is a special agreement.
4. We reserve the proprietary rights and copyright to prototypes, cost estimates, drawings and other information of a physical and non-physical nature; they cannot be made accessible to third parties.

REBS Zentralschmiertechnik GmbH, Duisburger Strasse 115, 40885 Ratingen

Nationalbank Essen (BLZ 360 200 30) 185 884  
 Deutsche Bank AG Düsseldorf (BLZ 300 700 10) 4711818  
 Commerzbank Ratingen (BLZ 300 400 00) 8 529 380  
 Sparkasse HRV (BLZ 334 500 00) 42 307 009

IBAN: DE49360200300000185884 SWIFT: NBAGDE3E  
 IBAN: DE07300700100471181800 SWIFT: DEUTDEDD

The goods remain our property until payment of all debts has been received. The general terms and conditions of business can be viewed online at [www.rebs.de](http://www.rebs.de).  
 Managing Directors: Dipl.-Ing. Alexander A. Rebs, Dipl.-Ing. Harald Rebs | Head Office: Ratingen | Court of Registration: Düsseldorf HRB 43106

## II Price and payment

1. Unless otherwise agreed, prices apply free carrier (FCA i.a.w. Incoterms 2020, including loading in premises), however, excluding packaging and unloading. The transfer of risk to the customer begins upon loading. Deviating regulations must be agreed in writing. The statutory value added tax is also added to the prices.
2. Unless otherwise agreed, the payment must be made to the account of the supplier without discount, and is:  
1/ 3 advance payment upon receipt of the order confirmation,  
1/ 3 as soon as the customer has been notified that the main parts are ready for shipment, the rest must be paid within one month of the transfer of risk.
3. In the case of assemblies, commissioning or other services, the conditions of payment of the General Terms of Service, as at March 2018, apply. We will gladly provide the latest version upon request.
4. The customer is only entitled to withhold payments to the extent that his counterclaims are uncontested or are recognised by declaratory judgement.
5. In the event of a payment default by the customer, we reserve the right to charge default interest at the rate of 8% points above the notified respective base rate. The claim of additional damages caused by delay remain unaffected thereby. Furthermore, we reserve the right to invoice an administrative expense allowance of € 150 in the event of payment breaches. The customer is only entitled to offset counterclaims from other legal transactions insofar as they are uncontested or are recognised by declaratory judgement.
6. If unforeseeable increases in prices of materials, labour costs, transport costs, taxes or duties occur between the conclusion of the contract and delivery, then we must make a price adjustment to the amount of our general price increase rate, if delivery is to be effected later than 3 months after conclusion of the contract. In the event of a postponement of the delivery by the customer, we may also invoice any arising costs (e.g. storage costs).

## III Delivery time, delay in delivery

1. The delivery time is determined from the agreements of the contracting parties. Our adherence requires that all commercial and technical questions between the contracting parties are clarified and the customer has satisfied all duties imposed on him, such as provision of the necessary certificates or licences required by authorities or the provision of an advance payment. If this is not the case, the delivery time is extended appropriately.
2. The adherence to the delivery time is subject to the proper and timely self-delivery. We will inform you of any foreseeable delays as soon as possible.
3. The delivery time is adhered if by the expiry of the period for delivery the delivery item has left the factory or the readiness for shipment has been notified. Should acceptance be necessary, the date of acceptance or alternatively the notification of readiness for acceptance is definitive, this does not apply to legitimate refusal of acceptance.

4. In the event of a delay in the delivery a 14-day extension period applies initially. The customer is not entitled to assert any claims vis-a-vis a delay in the delivery for the duration of this period.
5. If the shipment or the acceptance of the delivery item is delayed for reasons attributable to the customer, then the contractual costs and the costs arising from the delay are invoiced to him starting from one month after the notification of the readiness for shipment or acceptance (in the case of assembly 14 days after completion).
6. If the non-compliance of the delivery time can be attributed to force majeure, industrial disputes or other events which are outside the sphere of influence of REBS, then the delivery time is extended accordingly. The start and the end of such circumstances is communicated to the customer.
7. If the supplier falls behind schedule and is directly responsible for this, and if verifiable damage is caused to the customer as a result, the customer is entitled to invoice a claim for 0.5% of the value of the delayed item for each week of the delay. The amount of all claims cannot exceed 2.5% of the value of the delivery. Should part of the delivery not be possible, then the parties strive to find an amicable solution.
8. If it becomes impossible to perform the contract or the supplier is unable to perform the contract during the delay in acceptance, or the customer is solely or predominantly responsible for these circumstances, he remains obligated to pay consideration in return.
9. If the customer sets REBS – taking into consideration the legal exceptions – an appropriate date after the due date for the provision of the service and the date is not observed, then the customer is entitled to rescind from the contract within the framework of the statutory regulations. He undertakes to explain at our request within an appropriate period whether he shall make of his right to rescind from the contract.
10. Other claims from a delay in the delivery are defined solely according to section VII.2 of these conditions.

#### IV Transfer of risk, acceptance, shipment, packaging

1. Upon the loading of the goods, however, at the latest upon leaving the factory or warehouse, the risk transfers to the purchaser (s. II.1). The risk also transfers to the customer if the delivery item has left as a part delivery and when subsequent part deliveries are to follow or if other services, such as the shipping costs or delivery and installation, etc. are to be effected by us. The acceptance is decisive for the transfer of risk. It must be performed immediately at the time of acceptance or alternatively after notification of the readiness for acceptance. The customer cannot refuse acceptance upon the presence of insignificant defects.
2. If the shipping or the acceptance is delayed or stopped as a result of circumstances which cannot be attributed to REBS, the risk transfers to the customer from the day of notification of the readiness for shipment or acceptance. We are obligated to conclude insurance policies which the customer requests at the customer's expense.
3. Part deliveries are permitted insofar as they are reasonable for the customer.
4. The costs of the customer for the return transport of the goods and for the disposal of packaging are not assumed.

## V Retention of title

1. We shall retain title to the delivery item until the receipt of all payments - and for any additional services due - from the supply contract.
2. We are entitled to insure the delivery item against theft, breakages, fire, water and other damage at the expense of the customer, insofar as the customer has not already concluded such insurance himself.
3. The customer cannot dispose of or pledge the delivery item or assign it by way of security. The customer must immediately inform REBS of any seizures and confiscations or other disposals by third parties.
4. In the event of improper conduct by the customer, in particular in the case of payment default, REBS is entitled to take back the delivery item after a reminder is given and the customer is obligated to surrender.
5. Due to the retention of title the supplier can demand the return of the delivery item if he has rescinded from the contract.
6. The opening of bankruptcy proceedings entitles us to rescind from the contract and demand the immediate return of the delivery item.

## VI Claims for defects

REBS is liable for material defects and defects of title with the exception of further claims - subject to section VII – as follows:

### Material defects

1. All parts which turn out to be defective as a result of a circumstance before the transfer of risk must, at our own discretion, be improved or replaced free of defects. The identification of such defects must be notified in writing with immediate effect. These goods must be returned to us upon request. Replaced parts become our property.
2. Following consultation with us, the customer has to allow REBS the necessary time and opportunity to carry out all reworking and replacement deliveries which REBS considers to be necessary; otherwise, REBS is exempt from the liability for the resulting consequences. Only in urgent cases such as endangerment of the operating safety, to ward off unreasonably serious damages - where REBS must be informed immediately - will the customer have the right to rectify the fault himself or have it rectified by third parties and to demand reimbursement of the necessary costs. To ward off unreasonably serious damages, the customer is obligated to hold a corresponding stock of spare parts and consumables. The customer has an obligation to perform proper maintenance and repair.
3. REBS shall bear the direct costs of the replacement of parts rendered free of defects including the shipping - if the complaint turns out to be justified.
4. All costs for the processing and checking of unjustified complaints can be invoiced to the customer. We reserve the right to charge the customer an administration expense allowance of € 150 for each processing case.

5. The customer has the right to rescind from the contract within the framework of the legal regulations if REBS - taking into consideration the statutory exceptions - has allowed a period for the reworking or replacement due to material defects to expire. If there is only an insignificant defect, the customer is entitled to an appropriate reduction in the contractual price only with the agreement of REBS. The right to a reduction of the contractual price remains excluded otherwise.
6. Other claims are defined solely according to section VII.2 of these conditions.
7. No liability is assumed in the following cases in particular:  
Unsuitable or improper use, incorrect assembly or commissioning by the customer or a third party, natural wear, incorrect or careless handling, inadequate functional and visual inspection, improper maintenance and repair, use of parts other than REBS original spare parts, unsuitable equipment, inadequate construction works, unsuitable subsoil, chemical, electrochemical or electrical influences.
8. If the customer or a third party makes incorrect improvements, REBS is not liable for the resulting consequences. The same also applies to changes made to the delivery item without the prior approval of REBS.

## VII Liability of the supplier, exclusion of liability

1. If the delivery item cannot be used by the customer according to the contract through the fault of the supplier as a result of faulty or omitted implementations of suggestions, made before or after the conclusion of the contract, or by a breach of other contractual obligations - in particular instructions for operation and maintenance of the delivery item, then the regulations of sections VI and VII.2 apply with the exclusion of further claims by the customer.
2. For damages which do not occur to the delivery item itself, REBS shall only assume liability, on whatever legal grounds,
  - a. in the event of intent,
  - b. in the event of culpable injury to life, body and health,
  - c. in the event of defects, which the supplier maliciously concealed,
  - d. in the event of culpable breach of significant contractual duties, in the case of gross negligence of a senior executive or management, the supplier's liability is limited to the foreseeable damages typical for this type of contract

Other claims are excluded.

## VIII Statute of limitations

All claims of the customer, on whatever legal grounds, become time-barred 12 months after the transfer of risk. For claims for damages according to section VII. 2 a–d the legal periods apply. They also apply to defects of a structure or for delivery items which were used for a structure according to their normal manner of use and which caused its defectiveness.

## IX Software use

If software is included in the scope of delivery, a non-exclusive right is granted to the customer to use the supplied software including its documentation. It is allocated for use on the defined delivery item. Using the software on more than one system is not permitted.

The customer may copy, revise, or translate the software or convert to the source code from the object code within the statutory limits. The customer undertakes not to remove or change manufacturer's data, in particular copyright notes, without the prior approval of the supplier.

All other rights to the software and the documentation including the copies remain with the supplier or the software supplier. The granting of sub-licences is not permitted.

## X Applicable law, jurisdiction

1. The law of the Federal Republic of Germany applicable for the legal relationships of domestic parties applies to all legal relationships between the supplier and the customer.
2. The place of jurisdiction is the court responsible for the head office of the supplier. The supplier is entitled to establish or initiate an action or other legal procedure at the general court of the customer.