

General Terms & Conditions

by Remmers Baustofftechnik GmbH, 49624 Lönigen, Germany

All prices are subject to legal VAT.

1. The following General Terms & Conditions are a part of the sales contract. Conflicting or deviating terms and conditions for the purchase of goods or other limitations by the buyer will not be accepted without our express written agreement in each individual case. These General Terms & Conditions also apply to pending transactions as well as those in the immediate future, even without express reference, if our General Terms & Conditions were part of a previous contract. This paragraph does not apply to non-traders. Verbal agreements or assurances made by field staff are only valid if they are confirmed by us in writing.

2. The prices, quantities, delivery dates and delivery prospects given in our offers are subject to change without notice. Only complete package units are sold. Only orders with a minimum order value of 100.00 € will be accepted within Germany. Orders placed by the buyer are only binding on us when they have been confirmed in writing or an invoice or delivery note has been printed. Payment is due 30 days after invoice date. A discount of 2% of the final invoice amount will be granted for payments made within 14 days. Unless otherwise agreed upon in writing, samples of our products are only illustrative of the properties of the goods. We give advice and information to the best of our knowledge but without warranty. The buyer is not released from testing the suitability of the delivered goods or from following the directions given for working. Deviations in product specifications are permissible as long as they are negligible or unavoidable in spite of all diligence.

3. We endeavour to deliver goods as soon as possible, however, fixed delivery dates cannot be given. If, in deviation from these conditions, a fixed delivery date is agreed, the buyer must allow an extension of four weeks time as a rule if there is a delay, subject to the provision that Remmers is correctly supplied in time. The day of delivery is the day on which the goods leave the plant or a warehouse and, if this day cannot be determined, the day the goods are made available to the buyer. Unloading is the responsibility of the buyer. If delivery is made in returnable containers, these must be returned empty and freight-free within 90 days after receipt of the delivery. The ordering party is liable for damage to returnable containers for which he is responsible. Disposable packaging will not be taken back. A charge of 9.00 € will be made for Europallets that are not exchanged. Unless agreed upon otherwise, shipment takes place ex works (EXW, INCOTERMS 2010) or warehouse. We shall select the mode of transport and shipping route, without responsibility for the least expensive shipment.

Liability for consequential damage due to exceeding the delivery date is limited to three times the cost of freight. Goods will only be delivered by certified receipt. Prices for special colours will be calculated upon request. Special colours are produced individually and cannot be returned. Complaints concerning the colour of special colours will only be recognised if a trial coating was carried out first and the colour remedied before the object is coated. Once an object has been coated, we will not accept complaints about the colour. Returnable containers also supplied and pallets that are not exchanged at delivery will be invoiced at the cost of replacement. Our General Terms & Conditions of Sale apply.

4. Force majeure of any kind, unforeseeable breakdowns at the plant, disruptions in traffic or shipping, damage caused by fire, flooding, unforeseeable shortage of labour, energy, raw materials or other aids, strikes, lockouts, decrees or other hindrances for which the performing party is not responsible that could reduce, delay, prevent or make unreasonable the production, shipment, acceptance or use, release the obligation of delivery and acceptance for the duration and scope of the disruption. If delivery and/or acceptance will be delayed by more than eight weeks as a result of the disturbance, both parties have the right to cancel the order. If our source of supply is discontinued either

in part or as a whole, we are not obligated to make up for this loss by purchasing from unknown suppliers. In this case, we are entitled to distribute the available quantity of goods, taking our own needs into consideration.

5. We reserve the right to select the shipping route and type of shipment. Any additional expenses due to special shipment instructions by the buyer will be charged to the buyer. The same applies to increases in freight rates or additional expenses for detours, storage, etc. that arise after conclusion of the contract unless freight-free delivery has been agreed. The risk of shipwreck, loss or damage of the goods passes to the buyer upon dispatch or, if picked up by the buyer, the moment the goods are made available for collection.

6. If facts become known to Remmers after an order has been placed or goods delivered that shed a negative light on the buyer's financial status, we reserve the right to withdraw from the contract or to demand immediate payment or corresponding securities. In case of failure to make payment in due time, we are entitled to charge normal bank interest rates for damage caused by default starting the day the invoice was due without giving express notice of default.

7. We reserve the right of ownership of delivered goods until payment for the current business transaction with the buyer has been made in full. We also reserve the right of ownership of delivered goods until payment for future business transactions with the buyer has been made in full.

The buyer is entitled to sell or use the goods still owned by us in the course of business as long as his obligations towards Remmers resulting from this business transaction are met on time.

If our goods are processed by the buyer, we are deemed the manufacturer and acquire ownership in newly resulting goods. When processed together with other materials, we acquire joint ownership in the ratio of the invoice value of our goods to the other materials. In the case that our goods are connected or mixed with something owned by the buyer which becomes the object in case, joint ownership of the object passes to us in the ratio of the invoice value of our goods to the market value of the object in case. In these cases, the buyer is deemed our bailee.

If the buyer defaults on payment, we are entitled to take provisional possession of the goods we own without exercising withdrawal and without setting a final deadline at the expense of the buyer.

All receivables from the sale of goods to which we have the right of ownership are to be immediately assigned to us by the buyer in the scope of our ownership interest in the sold goods as security. At our request the buyer must provide us with all necessary information concerning the continued existence of goods we still own as well as receivables assigned to us and to inform his customers of the assignment. If the value of securities exceeds our receivables by more than 25 percent, we will release securities at our discretion upon request of the buyer.

In case of disputes concerning receivables and it becomes necessary for us to engage a lawyer, the fees for the collection of receivables shall be paid by the debtor.

8. The goods we deliver correspond to the descriptions of our products. These properties are only deemed guaranteed if they have been expressly designated as such. Complaints will only be considered if made immediately in writing, at the latest within 14 days after arrival of the goods and sent to us with documents, samples, packing slips as well as invoice number, invoice date and coding found on the packages. In the case of hidden defects, a written complaint must be made as soon as the defect is discovered, however, at the latest within five months after arrival of the goods. The burden of proof that the defect was hidden rests with the buyer. Rejected goods may only be returned with our express consent.

Warranty liability for indirect damage due to circumstances not typical for the contract and therefore not foreseeable for us is excluded.

Liability for the insured properties is not limited by the provisions above.

Claims for damage by the buyer due to a breach of accessory contractual obligations by us are excluded.

Disputed counterclaims asserted against us by the buyer may only be pursued by a special law suit and may not be set off nor may goods be withheld. The remedy or examination of claims brought forward will only take place if the claimant has fulfilled his payment obligations on time. If the ordering party is a consumer within the meaning of § 13 BGB (German Civil Code), the following applies:

a) In case of complaints due to hidden defects, a written complaint must be made immediately after the defect is discovered, at the latest within five months after the goods have arrived.

b) In the case of founded complaints for goods that were used as well as not used, the ordering party may only demand replacement delivery. In case replacement delivery fails, the ordering party is entitled to either cancel the contract or reduce compensation.

9. The advice we give concerning application is given to the best of our knowledge based on our research work and experience. All specifications and information concerning the suitability and application of our goods are, however, not binding and do not release the buyer from carrying out his own tests and experiments. The buyer is also responsible for observing legal and official regulations concerning the use of our goods. If information concerning application given by field staff as well as company employees deviates from the content of our printed information (guidelines for working, Technical Information Sheets), any information given in this manner is only binding on us if it has been confirmed in writing.

10. Once goods and materials have been purchased and accepted by the buyer they cannot be returned. In very special, exceptional cases with our express written consent, an exception may be made in which case the original net price will be reduced by 15% for goods returned within three months after delivery. A 25% reduction on the original net price will be made on goods returned three to six months after delivery.

Goods held over six months cannot be returned.

The delivery date is defined in section 3 of these conditions.

11. In conjunction with processing orders, personal data as defined by the [German] Data Protection Act is saved and used exclusively in the interest of business.

12. Collateral agreements, assurances, amendments or supplements to this contract require the written consent of the supplier. If individual provisions of these General Terms & Conditions or other contractual agreements become invalid or void, the remaining provisions shall not be affected.

The parties to this contract shall agree instead upon an effective ruling that comes as close as possible to the original intention of the provision to replace the invalid provision. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

The place of performance for delivery and payment as well as venue is the registered office of the corporation. We may, however, choose to sue the buyer at his own venue.

The laws of the Federal Republic of Germany govern all contracts.

As per 01.01.2013