General Sales Conditions of Gather Industrie GmbH

I. Validity of the terms

1.These General Terms of Sale (TOS) apply exclusively. The purchaser's general conditions of trade, which deviate from, contradict or supplement these TOS, do not become a component of contract unless we have expressly approved their validity in writing. This requirement of approval applies in every case, for example, if we execute the delivery to the purchaser without reservation even in the knowledge of its conditions.

2. These TOS only apply to enterprises, legal entities under public law or public law special trusts in the sense of § 310 Para. 1 BGB. The TOS particularly apply to contracts concerning the sale and/or the delivery of movable items ("goods"), regardless of whether we produce the goods ourselves or buy them in from suppliers (§§ 433, 650 BGB).

3. The TOS also apply to the same types of contract in future, without us having to refer to them again each time.

4. Individual agreements made in single cases (including auxiliary accords, supplements and changes) have precedence over these TOS in every case. A contract in writing or in text form or a confirmation in writing or in text form is decisive for the content of such agreements, on the proviso of counter-evidence.

5. The purchaser's declarations and notices of legal significance referring to a contract (e.g. setting deadlines, notifying defects, withdrawal or diminution) must be issued in writing or text form (e.g. letter, e-Mail, fax). Legal requirements of form and further evidence remain unaffected, especially in case of doubts concerning the legitimation of the declaring party.

6. Notes on the validity of legal regulations only have a clarifying effect. Unless they have been directly changed or expressly excluded in these TOS, legal regulations therefore also apply even without such a clarification.

II. Offers and conclusion of contract

Our offers are free of obligation and non-binding. This also applies if we have given catalogues, technical documents (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – to the purchaser, to which we have reserved the rights of title and copyrights.

III. Prices and terms of payment

1. Our prices current at the date on which the contract is concluded apply.

2. The invoice sum is due for payment within 30 days from the issue of invoice. However, we are also entitled to make a delivery only for payment in advance, in full or in part, at any time during an ongoing business relationship. We will declare such a reservation at the latest upon confirmation of the order.

IV. Offsetting and retention

1. The purchaser only accrues rights of offsetting or retention to the extent that its claims are undisputed or have been established in a court of law. The purchaser's counter-rights remain unaffected in cases of defects in the delivery, especially pursuant to Item VII of these TOS.

2. If it becomes recognisable after conclusion of contract (e.g. by application to open insolvency proceedings) that our claim to the contractual price is threatened by the purchaser's inability to pay, we are entitled to refuse performance in accordance with legal regulations and – possibly after setting a deadline – to withdraw from the contract (§ 321 BGB). In the case of contracts concerning the manufacture of specific items (customised manufactures), we can declare withdrawal immediately; the legal regulations concerning the dispensability of setting a deadline remain unaffected.

V. Delivery, transfer of risk, acceptance, default of acceptance

1. Delivery dates and deadlines are non-binding and firstly require that all technical questions have been clarified.

2. A prerequisite for the delivery is that the purchaser properly fulfils all its obligations in good time. The objection of a non-fulfilled contract remains reserved.

3. The agreed Incoterms apply to the shipment of the goods with regard to delivery, costs of dispatch and transfer of risk.

4. In case of default of acceptance or some other culpable infringement of duties of cooperation on the part of the purchaser, we are entitled to demand recompense for the resulting damages, including added expenditure (e.g. storage costs).

5. Part deliveries are admissible. Each part delivery is regarded as an independent delivery.

VI. Reservation of title

1. We reserve ownership to the delivered goods until all of our claims from the contract, both now and in the future, and from a running business relationship (secured claims) have been paid in full.

2. The goods under reservation of title may not be pledged or assigned as security to third parties until the secured claim has been paid in full. The purchaser must notify us without delay in writing if an application is made to open insolvency proceedings or in case of third-party interference (e.g. seizure) to the goods belonging to us.

3. In case the purchaser is culpable of conduct in breach of contract (in particular, non-payment of the due claim), we are entitled to withdraw from the contract and / or to demand the return of the goods under the reservation of title, in accordance with legal regulations. A demand for return does not simultaneously mean a declaration of withdrawal; we are rather entitled to solely demand the return of the goods and to reserve withdrawal. If the purchaser fails to pay the due claim, we may only pursue this claim if we have first fruitlessly set the purchaser a reasonable deadline for payment or if setting such a deadline is dispensable under legal regulations.

4. The purchaser is authorised – until revocation in accordance with (c) - to resell and/or reprocess the goods under reservation of title in the regular course of business. In this case, the following provisions apply as a supplement:

a) The reservation of title extends to the manufacture created by processing, mixing or combining our goods to their full value, whereas we are regarded as the manufacturer. If the right of ownership of third-party goods remains intact after processing, mixing or combining with our goods, we acquire co-ownership in the ratio of the invoice value of the processed, mixed or combined goods. For the rest, the same applies to the manufacture created as to the goods delivered under the reservation of title. If the delivered goods are inserted to create a building by the purchaser of by ourselves, it is hereby agreed that this is only done for a temporary purpose until all of our claims against the purchaser have been fulfilled. We will take back the goods, if our claims are not fulfilled completely in good time.

b) The buyer even now assigns to us the claim against third parties arising from the resale of the goods or of the manufacture, in total or in the amount of our share of co-ownership in accordance with the foregoing Paragraph, as security. We accept the assignment. The purchaser's duties stated in Paragraph 2 also apply with regard to the assigned claims.

c) Apart from ourselves, the purchaser is also authorised to collect the claim. We are obliged not to collect the claim as long as the purchaser fulfils its obligations of payment towards us, there are no deficiencies in its ability to pay and we do not pursue the reservation of title by exercising a right pursuant to § 3. However, if this is the case, we can demand that the purchaser discloses the assigned claims and their debtors to us, provides all the details necessary for collection, hands over the associated documents and notifies the debtors (third parties) of the assignment. Moreover, we are entitled in this case to revoke the purchaser's authority to resell and further process the goods under reservation of title.

d) If the realisable value of securities exceeds our claim by more than 10%, then at the purchaser's request, we shall release securities of our choice.

VII. Defect rights

1. The legal regulations apply to the purchaser's rights in case of material defects and legal deficiencies (including false deliveries, under-deliveries, improper assembly and faulty assembly instructions), unless something to the contrary is determined below. The basis of our liability for defects is primarily the agreement made concerning the quality of the goods. In particular, our specifications, instruction manual and all product descriptions and manufacturer statements, which are an object of the individual contract, apply as the agreement concerning the quality of the goods.

2. The purchaser's claims arising from defects require that it fulfils its duties of inspection and complaint prescribed by law (§§ 377, 381 HGB). In the case of construction materials and other goods intended for assembly or some other further processing, the purchaser must always make an inspection immediately before processing. If a defect is apparent in the delivery, during the inspection or at some later point in time, we must be notified of this without delay. Whatever the case, obvious defects must be notified in writing within 8 work days from the delivery and, after inspection, within the same deadline from their discovery. If the purchaser fails to make a proper inspection and / or submit defect notification, our liability is excluded for the defect not notified, not notified on time or not notified properly in accordance with legal regulations.

3. If the item delivered is defective, we can first choose whether we perform subsequent fulfilment by rectifying the fault (rework) or by delivering a faultless item (substitute delivery). Our right to refuse subsequent fulfilment under the legal prerequisites remains unaffected. We are entitled, although not obliged, in case of subsequent fulfilment, to perform the disassembly of the defective item and the subsequent reassembly, even if we were originally not obliged to perform assembly. However, we must bear the expenses required for the purposes of testing and subsequent fulfilment (especially costs of transport, tolls, work and materials and any costs of disassembly and reassembly) in accordance with legal regulations, if a fault is actually present. Otherwise we can demand recompense of the costs arising from the unjustified defect rectification (especially test and transport costs). If a delivery has to be reworked, subsequent fulfilment only fails after the second unsuccessful attempt at rework. If subsequent fulfilment fails or if a reasonable deadline to be set by the purchaser expires fruitlessly or setting a deadline can be dispensed with, the purchaser is entitled to a reduction or, if the object of defect liability is not a construction service, withdraw from the contract at its discretion. However, there is

no right of withdrawal in case of a solely insignificant defect.

4. The purchaser's claims to recompense of damages or to a refund of expenditure incurred in vain only exist in accordance with Item VIII, even in the case of defects, and are otherwise excluded.

VIII. Liability

1. Unless something different results from these TOS, including the following provisions, we are liable for the infringement of duties (both contractual and non-contractual) in accordance with the legal regulations.

2. We are liable to recompense damages – regardless of whatever the legal reason – in the scope of fault-based liability for malice aforethought and gross negligence. In the case of simple negligence, we are liable, on the proviso of the legal limitations of liability (e.g. care in own affairs; an insignificant infringement of duty) only a) for fatalities, physical injuries or harm to health, b) for damages from the violation of a cardinal contractual duty (an obligation whose fulfilment first enables the proper execution of the contract and on whose observance the contractual partner regularly relies and is allowed to rely); in this case, however, our liability is limited to recompense of the damages, which are typically foreseeable.

3. The limitations of liability described in Paragraph 2 also apply to infringements of duty by or in favour of persons, whose culpability we must represent under legal regulations. They do not apply if we have maliciously concealed a defect, have extended a guarantee for the quality of the goods or for the buyer's claims under product liability laws.

4. In the case of an infringement of duty, which does not consist of a defect, the purchaser can only withdraw or terminate if we are responsible for the infringement of duty. The purchaser's free right of termination (especially in accordance with §§ 648, 650 BGB) is excluded. For the rest, the prerequisites under law and legal consequences apply).

IX. Expiry by limitation of time

1. The general expiry by limitation of time for claims arising from material defects and legal deficits is 24 months from the date of delivery. If acceptance has been agreed, expiry by limitation of time starts upon acceptance.

2. The foregoing periods of expiry by time under commercial law also apply to the purchaser's contractual and non-contractual claims to recompense damages, which are based on a defect in the goods, unless the application of the regular expiry by time under law (§§ 195, 199 BGB) would lead to a shorter expiry by time in an individual case.

X. Choice of law and place of jurisdiction

1. German law shall prevail over these TOS and the contractual relationships between ourselves and the customer to the exclusion of UN Commercial Law.

2. If the purchaser is a merchant in the sense of the German Commercial Code, a legal entity under public law or a public law special trust, the exclusive place of jurisdiction – likewise international jurisdiction – for all disputes arising directly or indirectly from the contractual relationship is Düsseldorf. The same applies if the purchaser is an undertaking in the sense of § 14 BGB.

3. The language of contract is German.

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