

General Terms and Conditions of Repair by the ROTACON GmbH, hereinafter referred as ROTACON

§ 1 Scope of Work

1. These conditions apply solely to all repairs made by ROTACON or through third parties commissioned by ROTACON, provided that no deviating agreements have been made in individual cases with the Customer. These conditions also apply to repairs made free of charge with the exception of clauses requiring payment. Conditions of the Customer contrary to, deviating from or supplementing ROTACON's sales conditions shall not be accepted unless ROTACON has expressly agreed to their validity in writing. ROTACON's terms and conditions shall also apply even where it performs repairs, without reservation, in full knowledge of the existence of such terms and conditions on the part of its customer.

2. If not regulated to the contrary below, the International Terms and Conditions for the Repair of Machines and Equipment (issued by the Orgalime and in the version applicable at the time of the formation of the contract) shall additionally apply for repair services performed outside of the Federal Republic of Germany. ROTACON will supply copies of these conditions to the Customer upon request.

3. These General Terms and Conditions of Repair apply with respect to:

- a) Business owners in terms of § 14 BGB (German Civil Code)
- b) Legal persons, whether governed by public law or special trusts under public law
- c) Private persons

4. All agreements made between ROTACON and the Customer for the purpose of executing the contract agreed upon by both parties, as well as every collateral agreement, amendment, termination and/or cancellation of the contract or its suspension must be in written form. This shall also apply to a waiver of the requirement of written form or its modification.

§ 2 Conclusion of Contract

1. If there is an uncontested written order confirmation, then it is controlling for the content of the contract and the scope of repairs.

2. If the item needing repair was not originally supplied by ROTACON, then the Customer shall give notice of any industrial property rights which may exist for that item. Unless there is gross negligence on the part of the ROTACON, the Customer indemnifies ROTACON from possible claims of third parties on the grounds of industrial property rights.

§ 3 Interrupted Repairs

Following an interruption in repair services due to circumstances beyond ROTACON's control, the item being repaired need only to be returned to its original condition at the express wish of Customer and with reimbursement of costs arising from the repair, unless the work performed was not required.

§ 4 Price and Payment

1. Upon conclusion of the contract or at a later time ROTACON is authorized to demand an advance payment in the amount of 1/3 of the order total.

2. When billing for repair services the prices for parts used, materials, and other services as well as prices for labour, travel and transport costs shall be indicated separately. If the repairs are done on the basis of a binding cost estimate, reference to the cost estimate shall be sufficient and only variations in the work performed must be quoted in detail.

3. In addition, the value added tax shall be charged to the Customer at the respective applicable rate.

4. Payments are due upon receipt of the invoice and are to be made without delay and at the latest within one week of the issue of the invoice in cash without deduction to the bank account listed on the invoice.

The payment obligation is only satisfied once ROTACON has unreserved access to the amount. If the payment is not made within the above-mentioned period, then the Customer shall automatically be in default once the deadline expires, whereby ROTACON is not required to provide payment reminder notification or abide by other conditions. The interest is 10% over the respective base interest rate of the European Central Bank.

5. Customer shall not be entitled to set-off or withholding unless its counterclaims have been legally confirmed, are indisputable, or are recognized by ROTACON. Furthermore, Customer can only exercise retention rights if the counterclaim is based upon the same contractual relation.

6. For repair services outside the Federal Republic of Germany, payments must be made in agreement with ROTACON by means of an irrevocable, notifiable, and confirmed letter of credit with an adequate term in favour of ROTACON from a credit institute already authorized in Germany, to a bank, named by ROTACON.

7. All taxes, fees and other expenses incurred outside the Federal Republic of Germany will be charged to Customer.

§ 5 Customer Cooperation and Technical Assistance for Repairs Made Off-Site from ROTACON

1. The Customer shall assist ROTACON's repair personnel at its own cost during completion of repair services conducted off-site from ROTACON's facility.
2. The Customer must take all required special measures to protect personnel and materials at the site of the repair. The Customer must inform the repair manager of any special existing safety regulations insofar as they are relevant for the repair personnel. Furthermore, Customer must inform ROTACON of violations of such safety regulations by repair personnel. For serious violations Customer can refuse entry to the offenders at the repair site in consultation with the repair manager.
3. Customer is obligated to provide technical assistance at his own cost, in particular for:
 - a) Provision of all required and suitable support staff in the adequate amount for the necessary amount of time. The support staff must follow the directives of the repair manager. ROTACON assumes no liability for the support staff. If the support staff causes defects or damage based on directives given by the repair manager, then the provisions of §§ 11 and 12 of these terms and conditions apply accordingly;
 - b) Execution of all construction, bedding and framing/ scaffolding work, including the acquisition of necessary building materials;
 - c) Provision of devices and heavy equipment as well as any necessary products and materials;
 - d) Provision of heat, electrical lighting, operating personnel, water and other necessary energy sources including the necessary electrical connections;
 - e) Provision of dry and lockable rooms for the storage of tools for ROTACON's repair personnel.
 - f) Protection of the repair site and materials from all kinds of damaging influences, cleaning of the repair site;
 - g) Provision of appropriate theft-proof recreation rooms and offices (with heating, lighting, washing facilities, sanitary facilities) and first aid for ROTACON's repair personnel.
 - h) Provision of materials and execution of all other activities necessary for the repair and adjustment of the repair item and the execution of a contractually agreed trial operation.
4. Customer's technical assistance must ensure that the repair can begin immediately upon arrival of ROTACON's repair personnel and can continue without delay until Customer's final acceptance of the repair. If special plans or directions are required by ROTACON, ROTACON will provide these to Customer in a prompt manner.
5. If Customer does not meet these obligations, ROTACON is authorized – but not obligated – to carry out these activities at Customer's location and

expense after giving written notice and an appropriate time limit. Otherwise, the legal rights and claims of ROTACON remain unaffected.

§ 6 Transport and Insurance for Repairs Made at ROTACON

1. Unless otherwise agreed in writing, shipment and return at Customer's request of the item to be repaired, including any packing and loading, shall be performed for Customer's account. Otherwise, said item to be repaired shall be delivered to ROTACON by Customer at his expense and picked up from ROTACON by Customer following performance of the repair.
2. Customer assumes the risk for transport.
3. At Customer's express wish and at Customer's expense, transport to and, if applicable, from the facility shall be insured against insurable perils, e.g. theft, breakage, fire.
4. While repairs are made at ROTACON's facility, there is no insurance coverage through ROTACON's commercial insurance. Customer must therefore independently maintain any existing insurance coverage for the repair item, e.g. fire, water, storm and breakdown of machinery. Insurance coverage for these risks can only be provided by ROTACON upon the Customer's written request and only if the costs are borne by the Customer.
5. If the Customer delays the collection of the repair item, ROTACON can charge the Customer for appropriate storage costs in accordance with prices typical for commercial storage in the region. The repair item can also be stored at the Customer's expense elsewhere at the discretion of ROTACON. Costs and risks of such storage are borne by the Customer.

§ 7 Repair Period

1. Specifications for the time period for repairs are based on estimates and are therefore not binding.
2. The Customer may demand the agreement of a binding time period, which must be designated as binding in written form, only once the scope of the job is accurately fixed.
3. Said binding repair term shall be deemed to have been satisfied if the item to be repaired is ready to be handed over to Customer or a contractually stipulated trial is ready to be performed by the end of the repair period.
4. In the event of subsequently placed additional or extension orders, agreed repair period shall be extended accordingly.
5. Should said repair be delayed in connection with unforeseen circumstances beyond the control of ROTACON, said repair period shall be appropriately extended if said hindrances can be shown to have a significant influence upon completion of the repair.

Unforeseen circumstances include cases of force majeure and actions which are part of labor disputes (strikes and lockouts). The same shall also apply if said circumstances occur during the course of an existing delay on the part of ROTACON.

6. Where ROTACON is in default and the Customer grants a suitable grace period with the express declaration that he will refuse acceptance of the delivery after the end of this period, then the Customer shall have the right to cancel the contract if the ROTACON does not comply with said grace period.

§ 8 Acceptance

1. Customer is required to accept the repair service upon notification of its completion and any contractually agreed testing has taken place. If the installation work is not in accordance with the contract, ROTACON is obligated to remedy the defect. This does not apply if the defect pertains to a circumstance caused solely by the Customer. If only a slight defect persists, then the Customer cannot refuse acceptance of the repair if ROTACON recognizes its duty to rectify the remaining slight defect.

2. If acceptance of the repair is delayed due to no fault of ROTACON, said acceptance shall be deemed to have been affected two weeks subsequent to notification of completion of the repair.

3. Visible defects which were not expressly noted in writing before acceptance of the repairs do not entitle the Customer to claim any rights provided that ROTACON did not recognize its obligation to rectify defects according to paragraph 1 sentence 4 or provided that ROTACON is not liable for negligent misuse.

§ 9 Retention of Title, Expanded Right of Lien

1. ROTACON shall retain the ownership of all accessories, spare parts and replacement parts pending full payment of the entire repair contract. It shall be possible to enter into more far-reaching agreements on collateral.

2. ROTACON shall have a contractual right of lien with respect to the repair item that comes into its possession under this contract in order to secure its claims. If ROTACON does not act in good faith regarding the ownership of the customer on the part of the repair item, then ROTACON has a right of lien to the rights of the Customer on the part of the repair item. This right of lien can also be applied due to claims arising from earlier completed work, replacement part deliveries and other services, as long as they relate to the repair item. The contractual right of lien shall only apply to other claims resulting from the business relationship insofar as they are uncontested or legally binding.

§ 10 Liability for Defect

1. If there is a material defect caused by ROTACON as part of a delivery or service after passing of risk, ROTACON is authorized at his choice to repair the defect or replace the shipment (hereinafter referred to as "subsequent improvement"). The orderer must indicate the material defect in writing. Claims for damages from the orderer expire within one year of delivery of the goods. The statute of limitations is suspended only during subsequent improvement activities, i.e. from the time the written notice of defect is received by ROTACON until the acceptance or complete failure of the subsequent improvement is confirmed. The warranty term according to § 634 a paragraph 1 no. 2 BGB (German Civil Code) of five (5) years for buildings, materials and components, as well planning and supervision services for the construction of buildings remains unaffected.

2. ROTACON is not liable for defects due to deliveries and/or services provided by the Customer or third parties, who are neither agents nor assistants of ROTACON; furthermore, there are no such provisions for damages resulting from such defects.

3. If a default occurs and the customer does not provide a written notice of defect expressly naming the default that has occurred to ROTACON at the latest within a period of 7 days from the detection of the default, the Customer loses all rights relating to this default insofar as ROTACON is not liable for intent.

4. For subsequent improvement the Customer shall grant ROTACON a reasonable period of time to remedy the defect. In instances of complete failure of subsequent improvement despite three attempts by ROTACON, the Customer shall be entitled to choose either a reduction in price or cancellation of the contract. The Customer has the right to carry out the remedy himself or have it done by third parties when ROTACON is in default with regard to the subsequent improvement or in urgent cases (that endanger the safety of the business or for the purpose of averting disproportionately large damage). In these cases, the Customer must notify ROTACON immediately and, if possible, beforehand. Other liability for defects or compensation claims, including legal claims, are excluded in this context insofar as ROTACON is not liable for deliberate misconduct. § 12 of these terms apply for damage compensation claims.

§ 11 Other Liability, Liability Exclusion, Cancellation

1. ROTACON's contractual and legal liability owing to the breach of contractual and/or non-contractual duties is limited to willful intent. In addition, ROTACON is also liable for simple negligent breach of cardinal duties which are significant for fulfilling and accomplishing the goals of the contract. (If found liable for simple negligence, liability is limited to direct damages in the amount of the respective order value provided that the typically occurring contractual and foreseeable damage is not higher. In the case of the latter, liability is limited to the corresponding type and amount of typically occurring contractual and foreseeable damage. The preceding limitations of liability shall not apply for simple negligent violations of life, limb and/or health.)
2. The preceding limitation of liability also applies to the agents and assistants accordingly.
3. Customer releases ROTACON and its agents and assistants from all liability with regard to compensation claims from third parties which arise from a causal link to the fulfillment of the contractual tasks and compensation claims which extend beyond the liability of ROTACON or its agents and/or assistants according to existing regulations in paragraph 1.
4. Liability under mandatory statutory provisions of the Product Liability Act, the German Liability Act, or the Road Transport Law and similar regulations remain unaffected.
5. Unless otherwise provided for in the Conditions, the Customer is only authorized to cancel the contract if there is a violation of contractual or legal obligation on the part of ROTACON. If these violations consist of defects for which ROTACON is responsible, then only § 11 of these Conditions applies for the cancellation rights of the Customer.

§ 12 Customer Liability

1. For repair work being done off-site from ROTACON's facilities, any devices or tools made available by ROTACON at the repair site which are damaged, lost, or stolen through no fault of ROTACON, must be replaced by the Customer. Damages resulting from normal use do not apply here.
2. Moreover, in the absence of specific provisions under these terms and conditions, the Customer shall be liable under the law.

§ 13 Legal Jurisdiction; Place of Fulfillment; Choice of Law

1. The place of jurisdiction for all disputes arising from and in relation to the conclusion of the repair order is Ludwigshafen am Rhein. ROTACON is also authorized to bring legal action against the Customer at his place of jurisdiction.
2. If not otherwise indicated on the order confirmation, the place of fulfillment is Ludwigshafen am Rhein.
3. The contract shall be exclusively subject to law of the Federal Republic of Germany. The UN Convention on the International Sale of Goods shall not apply.
4. In the event that individual provisions of the contract or these General Terms and Conditions are or become partly or wholly ineffective, the remaining conditions shall remain unaffected. The partly or wholly invalid clause shall be replaced by a clause as close as possible to its original.