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**GENERAL CONDITIONS OF PURCHASE  
(as at 01/2012)  
of TRENNSO TECHNIK  
Trenn- und Sortiertechnik GmbH,  
D-89264 Weißenhorn**

**§ 1**

**Application**

1. The following conditions shall apply exclusively for all our orders of goods and services (hereinafter referred to as "Delivery Item") as well as for the conclusion of contracts for work and services. The conditions shall also apply for all future business relations between the supplier and us. The supplier's terms and conditions shall only apply when we have agreed to their application expressly on an individual basis in writing.
2. Our orders and order changes shall be in writing, including fax and/or e-mail. Oral orders and order changes shall only be binding when these are confirmed by us in writing. The written orders shall not require a personal signature.
3. Each order or order change shall be confirmed by the supplier in writing. If we are in an ongoing business relationship with the supplier, the contract will become effective on the acceptance of the order or, where the supplier is silent on this point, after 2 weeks.
4. The supplier shall carry out contract performance within its own company premises, where its company premises are equipped accordingly. With our written consent, it may subcontract contract performance.

## § 2 Quality

1. The properties of the Delivery Item shall exactly correspond with the order or with the functional specifications attached to the order. If no conditions as to properties are stated, the Delivery Item shall possess the properties provided in the contract or which are necessary for normal use as well as those which meet the generally acknowledged state of the art standard at the time of the acceptance of the Delivery Item.
2. The supplier is obliged to provide all documents, drawings and other documentation required for the intended use of the Delivery Item necessary for its application, installation, operation, maintenance and repair, unprompted and in full in both German and English, with the delivery or acceptance of the Delivery Item. When requested to do so, the supplier is obliged to identify the respective manufacturer or preliminary supplier immediately.
3. The Delivery Item shall correspond with any legal provisions, especially with any accident prevention regulations as well as generally acknowledged technical safety and occupational health regulations, respectively applicable at the time of and in the country of delivery or acceptance of the Delivery Items. Unless otherwise agreed, models, moulds, tools, films and other documents which are produced or procured exclusively for the purposes of executing orders by the supplier become our property on payment of the agreed remuneration, even if they are in the supplier's possession. At our request, these items shall be handed over to us.
4. All documents and appliances handed over to the supplier for the production of the Delivery Items remain our property. They may not to be used, copied or made accessible to a third party by the supplier for other purposes. They shall be handed over to us - with all copies - at our request. A right of retention shall not exist.

5. The supplier shall provide a spare parts list in both German and English at latest at the time of delivery or acceptance of the Delivery Items.
6. The supplier guarantees that the hardware and software delivered have no copy protection systems, date locks, program locks or similar restrictions on use and are free of third-party rights. It shall grant us the right to use and exploit the software delivered on a temporally and locally unrestricted and transferable basis.
7. The supplier shall be responsible for the appropriate packaging of the Delivery Items. The packaging shall be carried out in such a way that transport damage can be largely excluded. In this context, it shall follow the packaging and labelling requirements applicable in the relevant country to which the Delivery Item is to be delivered according to the contract. Upon request, the supplier will be obliged to take back the packaging at its own cost.

### **§ 3**

#### **Prices and Payment Conditions**

1. The prices quoted by us shall be understood to include the currently valid value added tax, if and where applicable.
2. The prices agreed shall include costs for packaging, customs and incremental costs, insurance costs, transport and unloading costs free to place of delivery. The place of delivery shall be the destination according to the order.
3. Unless otherwise agreed, the period for payment shall be 30 calendar days net or 14 calendar days with 3 % discount after receipt of invoice.
4. In the case of advance payments, we shall be entitled to demand a bank guarantee.

## § 4

### Delivery Conditions and Delivery Time

1. If delivery conditions are stated in the order, these shall be interpreted according to INCOTERMS 2010.
2. Agreed delivery times must be adhered to. If our headquarters is not agreed as the place of delivery of the Delivery Items, the supplier shall inform us in writing within 5 calendar days before the shipment, when the Delivery Items will be delivered, and whether specific equipment to aid unloading will be required.
3. As soon as the supplier can assume that it is not able to deliver in due time, it shall inform us immediately in writing, stating the reasons for and the estimated duration of the delay.
4. If an agreed delivery time is culpably exceeded, the supplier shall pay a contractual penalty of 0.2 % per working day, at the most, however, 5 % of the net order total. We explicitly reserve the right to assert a claim for further damages. If the dates contractually agreed are changed by mutual agreement, the aforementioned contractual penalty shall also apply for the newly determined deadlines. It is not necessary that we reserve the right to claim the contractual penalty on delivery or acceptance.

## **§ 5**

### **Inspection of Defects, Claims for Defects, Property Rights of Third Parties, Product Liability**

1. When delivering the Delivery Items we shall execute the following inspections within 10 working days, as far as this is feasible in the course of normal business:

- - Identification inspection by means of labelling and the delivery documents,
  - Check for any obvious defects and externally visible transport damage,
  - Estimate of the quantity delivered.

• The defects discovered on the Delivery Item in this context or at a later time shall be registered by us immediately in writing. Moreover, the supplier shall waive a more extensive incoming goods inspection as well as the related obligations to examine and to give notice of defects.

2. If the Delivery Items are delivered to a place (e. g. construction site) at which no authorized representative of ours is present, the supplier waives examination of the Delivery Items. In this case, we shall be obliged to give notice of the defect immediately in writing, when we become aware of it.

• 3. If the supplier has the Delivery Item produced or delivered by a third party, the supplier is liable for the default of the third party to the same extent as if the default were its own.

4. The period of limitation for defects shall be 30 months, excluding services for construction work. A notice of defects in due time shall suspend the period of limitation until the supplier rejects the claim for defects.

5. The supplier shall ensure that the Delivery Item is free from any rights and claims of third parties and that the resale or processing of the Delivery Items does not violate any property rights or other rights of third parties.

If we should be sued by third parties due to a breach of such rights, the supplier is obliged to indemnify us for these third-party claims and actions.

6. As far as the supplier is responsible for product damage, it is obliged to indemnify us for third-party claims for compensation at our first request in this respect, if the cause for the damage is found to be within its scope of control and/or its organization, and it is liable to third parties itself. In this connection, the supplier shall also be obliged to reimburse us for any extra costs incurred according to sections 683, 670 of the German Civil Code (*BGB*) as a result of one of our recall actions. We shall inform the supplier - as far as practicable and reasonable- about the nature and scope of the recall measures taken and provide it with the opportunity to comment.
7. In respect of staff working for it, even at the site specified by us, the supplier shall ensure that the staff observe the applicable operational safety and accident prevention regulations. It is obliged to engage, pay and insure the staff according to the legal regulations applicable at the site.

## § 6

### Reservation of Title

1. Where the supplier retains title of the Delivery Item until payment in full of the agreed price, this reservation of title is acknowledged by us, so that the extended forms of the so-called current-account and group reservation do not apply.
2. A prolonged or extended supplier's reservation of title after processing, combining or mixing the Delivery Item with other items and assignment of our claims arising from the resale of the Delivery Item are excluded.

## **§ 7**

### **Secrecy**

1. The supplier undertakes to keep our business and trade secrets confidential and not to disclose any information to third parties. Business and trade secrets are understood to include any notifications, information, plans, drawings, pictures, computations, (procedural) technical know-how, construction details, operational data, calculations and customer information irrespective of whether these originate from us or from one of our business partners, further irrespective of which data storage devices these are stored on, as far as these are not or become public knowledge.
2. Business and trade secrets may only be disclosed by the supplier to a third party, when we have agreed in writing, indicating the name of the third-party and the scope of the business and trade secrets.
3. Where business and trade secrets of any kind whatsoever are stored on data storage devices and come into the supplier's possession, they remain our property. They shall be stored under lock and key and shall be released to us at any time upon our request without restrictions. A right to retain the data storage devices is excluded.
4. The obligation to maintain secrecy shall also apply after the termination of our business relationship with the supplier, and as long as the business and trade secrets have not become public knowledge for which the supplier shall carry the burden of proof.

## § 8

### Termination of the Contract

1. Without any prejudice to our other rights, we shall be entitled to terminate the contract with immediate effect, when
  - a. the supplier ceases its payments,
  - b. insolvency proceedings relating to its assets have been opened or the opening of the insolvency proceedings was refused for lack of assets.
2. In the event of termination, we may at our reasonable discretion, keep the Delivery Item already delivered against payment of the proportional consideration or to send this back at the supplier's expense concurrently against repayment of payments already made by us. Furthermore, we shall be entitled to claim damages due to the partial or complete non-performance of the contract.

## § 9

### Final Provisions

1. Our legal relationship to the supplier shall be subject to the laws of the Federal Republic of Germany, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The court in which district we have our registered office shall be the exclusive place of jurisdiction for all disputes indirectly and directly arising from the contractual relationship. However, we shall also be entitled to file a suit before the court in which district the supplier has its registered office.
3. If any of the provisions of this General Conditions of Purchase should be ineffective, the validity of the remaining provisions shall not be affected thereby.