
General Terms and Conditions of Contracts, Delivery and Services of Hatec Aggregate GmbH

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in business transactions with companies status

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1. Scope

1.1 These General Terms and Conditions of Contracts and Delivery shall apply exclusively to companies within the meaning of Section 14 BGB [German Civil Code] i.e. natural persons or legal entities that purchase the goods or service for commercial or professional purposes.

1.2 The terms and conditions set forth below shall apply exclusively to our business relations with our customers, also with respect to information and consultancy. Where our General Terms and Conditions are implemented in a transaction with a customer, they shall also apply to all further business relations between the customer and ourselves unless otherwise expressly agreed in writing.

Differing terms and conditions of the buyer and/or ordering party - hereinafter referred to as “customer” shall only apply if expressly acknowledged by us in writing. Our silence regarding such differing terms and conditions shall not be deemed in particular to be acknowledgment or consent, and this shall also apply to future contracts.

Our General Terms and Conditions shall apply in place of any conditions of purchase of the customer, also where such conditions of purchase stipulate that acceptance of an order is deemed to be the unconditional recognition of its conditions of purchase, or we deliver, after the customer has indicated the validity of its general terms and conditions of purchase, unless we have expressly waived the validity of our own General Terms and Conditions. By accepting our order confirmation, the customer expressly acknowledges that it waives its legal objection derived from the conditions of purchase.

1.3 If general contracts or other contracts have been concluded with our customers, these shall take precedence. They shall be supplemented by these General Terms and Conditions unless more specific regulations are agreed.

2. Information / Consultancy / Properties of the products and services

2.1 Information and explanations regarding our products and services shall be provided solely on the basis of our experience to date. Values specified in this context shall be deemed average values of our products and services.

2.2. Any information about our products and services, especially information in our quotations and brochures and on the internet and the illustrations, drawings, measurement, performance and equipment data contained therein or performance characteristics and other data, es-

pecially technical data, shall be deemed approximate average values. This shall apply accordingly to statements made by our employees unless otherwise agreed in writing. Characteristics without tolerances too as included on our website or in our catalogues and/or brochures are subject to deviations and changes which are customary in the industry and/or production related, especially due to tolerances of raw materials and/or technical developments.

2.3 If we provide operating instructions, these shall be drawn up with the care customary in the industry but do not release our customers from the obligation to inspect the products carefully regarding their suitability for the purpose intended by the customers. The customer shall still be obliged in any case, unless otherwise agreed, to check whether our products and/or services can be used for the purpose intended by the customer.

2.4 We only assume an obligation to provide advice exclusively on the basis of a separate, written consultancy agreement.

2.5 Reference to standards, similar technical regulations and technical information, descriptions and illustrations of the delivery item in quotations and brochures resp. on the internet and in our advertising shall only represent a property of our products when we have expressly declared the quality to be a "property of the product". These are otherwise non-binding, general specifications of performance. This shall also apply to statements made by our employees unless otherwise agreed.

2.6 We shall only be deemed to have given a guarantee if we have designated a property and/or the outcome of performance as "guaranteed by law" in writing.

2.7 We shall assume no liability for the usability of our products or services for the customer's intended purpose other than liability prescribed by law unless we have agreed otherwise in writing with the customer. This shall not affect the stipulation in paragraph 11.

3. Specimens / documents and data provided / samples / estimates of cost

3.1 Properties of specimens or samples shall only become an integral part of the contract if this was expressly agreed in writing. The customer is not authorised to use and pass on specimens or samples.

Where goods are sold based on a sample, according to analytical data or other technical data, deviations herefrom in the goods supplied shall be admissible and shall not give cause for complaints if they do not have a sustained impact on the normally intended use, unless otherwise agreed.

3.2 We shall retain all title and copyright to samples, illustrations, drawings, data, estimates of cost and other documents about our products and services. The customer undertakes not to disclose the samples, data and/or documents specified in the foregoing sentence to third parties unless we give our express written consent. These samples and/or documents shall be returned to us on request unless an order based on them has been placed with us.

The stipulations in sentences 1 and 2 shall apply accordingly to the customer's documents, drawings or data. We may, however, disclose them to third parties, to whom we are permitted to make deliveries and / or provide services together with the customer under the contract or whom we use as vicarious agents.

4. Conclusion of contract / Scope of delivery and service / Procurement risk and guarantee

4.1 Our quotations are subject to change unless they are expressly designated as binding or expressly contain binding commitments or their binding nature was otherwise expressly agreed. They are requests for orders.

The customer shall be bound by its order as a contract application for 30 calendar days after our receipt of the order unless the customer must expect to receive our acceptance on a regular basis at a later date (Section 147 BGB).

4.2 A contract is created - also in day-to-day business - only when we confirm the customer's order by order confirmation in writing or text form (i.e. also by telefax or email). The order confirmation shall only apply subject to the condition that payment arrears still outstanding are settled and that a credit assessment carried out discloses no negative information.

Where delivery is made or a service provided within the period by which the customer is bound by the order, our confirmation can be replaced by our invoice.

4.3 In the event of call orders or acceptance delays caused by the customer, we shall be authorised to procure the material for the entire order and to manufacture the total quantity ordered immediately resp. to buy the total quantity ordered. After the order is placed, no change requests from the customer can therefore be considered unless this was expressly agreed in writing.

4.4 The customer must notify us in writing in due time prior to conclusion of the contract of any special requirements of our products. Such notification shall not, however, extend our contractual obligations and liability.

4.5 We shall only be obliged to deliver from our own stock (obligation to deliver from stock).

4.6 Assumption of a procurement risk or a procurement guarantee does not lie solely in our obligation to deliver an object which is only defined by its type.

4.7 We shall only assume a procurement risk within the meaning of Section 276 BGB by virtue of a separate written agreement stating "we assume the procurement risk...".

4.8 If acceptance of the products or their shipment or the acceptance of our service is delayed for a reason for which the customer is responsible, we shall be authorised, after setting an extension of time of 14 days which has expired, at our option to request immediate payment of the purchase price resp. remuneration, or to rescind the contract or refuse performance and request damages instead of full performance. The time limit must be given in writing or text form. We shall not be required to refer again in this to our rights under this clause.

In the event of our claiming damages as stipulated above, the damages to be paid shall amount to 30 % of the net delivery price in the case of sales contracts, or 30 % of the agreed net remuneration in the case of service contracts. This shall not affect any right of either party to prove a different amount of damage or that no damage was incurred. There is no connection between the reversal of the burden of proof and the foregoing stipulations.

4.9 If shipment is delayed at the customer's request or for reasons for which the customer is

responsible, we shall be authorised to store the goods, beginning on expiry of the period set in the notice in writing or text form that the goods are ready for shipment, and to invoice the costs incurred for this at 1 % of the net invoice amount of the stored goods for each full week or part thereof. This shall not affect the assertion of any further rights. The customer shall have the right to prove that no costs or considerably lower costs were incurred.

Furthermore, we shall be authorised, after the foregoing time limit expires, to dispose of the contract goods otherwise, and to deliver to the customer again after a reasonable time limit.

4.10 If an order or call for delivery is delayed by the customer, we shall be authorised to postpone the delivery by the same period of time as the customer is behind schedule plus a scheduling period of 4 working days at the place of our registered office.

4.11 Unless otherwise expressly agreed in writing or text form or we are subject to different statutory provisions, we shall only be required to provide user information for our products and a product label in German, or at the customer's request, in English, against remuneration which is to be agreed separately.

The customer shall be responsible for providing us with any information regarding the ordered goods within a reasonable period of time to allow the order to be executed according to the contract.

4.12 If software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the software supplied including its documentation. It shall be provided for use on the designated delivery item. Use of the software on more than one system is prohibited. The customer may reproduce, edit, translate the software or convert it from the object code to the source code only to the extent permitted by law (Sections 69 UrhG [German Copyright Act]). The customer undertakes not to remove manufacturer's information, especially copyright notices, or to make changes without our express prior consent. All other rights to the software and documentation including copies shall remain with the software supplier. No sub-licences may be granted.

4.13 We reserve the right to change the specifications of the goods in so far as this is necessary to comply with legal requirements provided that such change does not cause any deterioration in terms of quality and usability for the usual purpose if fitness for a specific purpose was agreed.

4.14 We are authorised to make excess or short deliveries of up to 5 % of the agreed delivery quantity.

5. Delivery / Delivery time / Default in delivery / Packaging / Installation and assembly

5.1 Binding delivery dates and periods must be agreed expressly and in writing as binding. We shall make every endeavour to meet delivery dates and periods that are not binding or approximate (approx., about etc.).

5.2 Delivery and/or service periods shall begin with the customer's receipt of our order confirmation but not before all details about the performance of the order are clarified and all other requirements to be fulfilled by the customer are met, in particular advance payments or securities agreed are paid or provided in full. This shall apply to delivery dates and/or service dates. If the customer requests changes after placing the order, a new, reasonable delivery and/or service period shall begin when we confirm the change.

5.3 Deliveries may be made and/or services provided prior to expiry of the time of delivery/service. The date of delivery for obligations to be performed at the debtor's place of business shall be deemed the date on which the products are reported ready for shipment, otherwise the date on which the products are sent.

We are authorised to make partial deliveries.

The unloading of the goods shall be a matter for the customer where it has been agreed that the obligation is to be performed at the creditor's place of business and shall be borne by the customer.

5.4 The customer's interest in our performance shall lapse for lack of any other written agreement only if we fail to deliver material parts or deliver with delay.

5.5 If we default in delivery, the customer must first set us a reasonable extension of time of at least 14 days, unless this is unreasonable, to execute the contract. If this elapses without result, damage claims for breach of duty, for whatever reason, shall exist only as stipulated in para. 5.9 and 11.

5.6 We shall not be in default as long as the customer is in default in fulfilling obligations towards us; this shall also include obligations under other contracts.

5.7 We shall not be obliged to deliver for as long as the means of transport to be provided by the customer is not available unless we have undertaken to provide the means of transport, or it has been agreed that the obligation is to be performed at the creditor's place of business. However, we shall be authorised, where the shipping order or call order can be carried out, to arrange delivery with our own transport or hire transport. In this case, the goods shall be transported at the customer's risk.

When unloading and retrieving the goods, the customer shall assist our personnel if this is necessary and the customer can be expected to do so technically and logistically.

5.8 If no collection date which we have to confirm is given when the order is placed resp. acceptance does not take place on the agreed collection date, we shall at our option ship the contract goods with a carrier instructed by us or we shall store the contract goods at the customer's expense. We shall invoice the customer for packaging, transport and insurance costs incurred when the goods are shipped. If the goods are stored, the customer shall pay a lump sum for storage of 1 % of the net remuneration for the stored goods. Both parties reserve the right to prove that costs were lower or higher; the customer shall also have the right to prove that no costs were incurred at all.

5.9 If the customer incurs damage as a result of our default, the customer shall have the right, to the exclusion of any further claims, to request compensation for default. It shall amount to 0.5 % for each full week of default or part thereof but in total to 5 % at most of the net value of the complete delivery and/or complete service which, as a result of the default, is not delivered by us in due time or according to the contract. Any further compensation from us for damages due to delay shall be excluded. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the case of claims due to injury to life, limb or health, in the case of default, and in the case of an agreed fixed delivery date within the meaning of the law and the assumption of a performance guarantee or a procurement risk.

5.10 Unless otherwise agreed, we shall take back packaging only by reason of and within the scope of our legal obligation.

6. Force majeure / Delivery subject to availability

6.1 If we do not receive a delivery or service from our sub-contractors to allow us to provide our delivery or service which is due from us under the contract, despite due and proper stocking in terms of quantity and quality under our delivery or service agreement with the customer (congruent stocking), for reasons for which we are not responsible, or it is incorrect or not in due time, or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), we shall notify our customer in writing or text form in due time. In such case, we shall be authorised to postpone the delivery for the duration of the obstruction, or to rescind the contract in whole or in part for that part of the contract not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk. Events of force majeure are strikes, lock-outs, official intervention, power shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions not due to us, e.g. fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not caused by our negligence.

6.2 If a delivery and or service date or delivery and/or service period is agreed with binding force and the agreed delivery and/or service date or the agreed delivery and/or service period is exceeded due to events according to para. 6.1., the customer shall be authorised after a reasonable extension of time has elapsed without success to rescind the contract for that part of the contract not yet fulfilled. The customer shall have no further claims, especially claims for damages, in this case.

6.3 The above provision according to para. 6.2 shall apply accordingly if, for the reasons stated in para. 6.1, also without contractual agreement of a fixed delivery and/or service date, the customer cannot be objectively expected to adhere further to the contract.

7. Shipment / Passing of risk / Acceptance

7.1 Unless otherwise agreed in writing, delivery shall be ex manufacturer's works or storage location specified by us in our quotation, and, where no obligation to be performed at the debtor's place of business or at the creditor's place of business is agreed, the goods shall be shipped uninsured by a carrier instructed by us as obligation to be performed at the debtor's place of business where the debtor must dispatch the goods or remit the money to the creditor. In the case of an obligation to be performed at the debtor's place of business and an obligation to be performed at the debtor's place of business where the debtor must dispatch the goods or remit the money to the creditor, the goods shall be transported at the customer's risk and expense.

7.2 Unless otherwise agreed, we reserve the right to choose the route and means of transport where shipment is agreed, or if no collection date is agreed, the right to choose the above-mentioned obligation to be performed at the debtor's place of business where the debtor must dispatch the goods or remit the money to the creditor. We shall, however, endeavour to take the customer's wishes into account with respect to the route and type of shipment. Any additional expenses as a result, also where delivery freight paid is agreed, shall, like the transport and insurance costs, be borne by the customer.

If shipment is delayed at the customer's request or through the customer's fault, we shall store the goods at the customer's expense and risk. In this case, notice that the goods are ready for

shipment shall be deemed equivalent to shipment.

7.3 The risk of accidental loss or accidental deterioration shall pass to the customer when the products to be delivered are handed over to the customer, forwarding agent, carrier or other firms entrusted with shipping the products but at the latest when the products leave our works, warehouse or branch unless performance of the obligation at the creditor's place of business is agreed. The foregoing shall also apply if an agreed partial delivery is carried out.

The risk of accidental loss or accidental deterioration shall pass to the customer in the case of deliveries made by us in connection with an installation or assembly agreed with the customer when the deliveries enter the customer's premises.

7.4 If a shipment is delayed because we assert our right of retention due to the customer's default in payment in whole or in part or due to another reason for which the customer is responsible, the risk shall pass to the customer at the latest as of the date on which the notice is sent to the customer stating that the delivery is ready for shipment and/or the service can be performed.

7.5 Where acceptance is required, this shall be decisive for the passing of risk. Acceptance must be carried out immediately by the acceptance date, alternatively after the supplier's notice of readiness for acceptance. The customer may not refuse acceptance where a defect is not material.

8. Notice of defects / Breach of duty due to material defects / Warranty

8.1 The customer must give us notice of recognisable material defects immediately but at the latest 12 days after collection, in the case of delivery ex works or storage location, otherwise after delivery. Notice of hidden material defects must be given to us immediately after they are detected but at the latest within the limitation period in respect of warranty according to para. 8.7. A notice of defects that fails to comply with requirements of time shall exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of injury to life, limb or health, or the assumption of a guarantee for the absence of defects or other compulsory statutory basis for liability, and in the event of right of recourse in the supply chain (Sections 478, 479 BGB).

8.2 The transport operator must also be notified of any material defects recognisable on delivery, and the recording of defects in written or text form must be arranged by the transport operator. Failure to have the transport operator arrange the recording of the notice of defects in due time shall exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of injury to life, limb or health, or the assumption of a guarantee for the absence of defects, or compulsory statutory basis for liability, and in the event of right of recourse in the supply chain (Sections 478, 479 BGB).

If defects in number and weight were already recognisable upon delivery according to the foregoing obligations to inspect, the customer must make a complaint about these defects to the transport operator upon receipt of the products, and have this complaint certified. Failure to give notice of defects in due time to the transport operator shall also exclude any claim in this respect by the customer arising from breach of duty due to material defects. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of injury to life, limb or health, or the assumption of a guarantee for the absence of defects, or in

the case of a compulsory statutory basis for liability, and in the event of right of recourse in the supply chain (Section 478 BGB).

8.3 When handling, processing, combining or mixing with other goods begins, the products delivered shall be deemed approved by the customer according to the contract. This shall also apply if the products are shipped on from their original destination unless this corresponds to the normal use of the delivered goods.

Before any of the above activities begin, the customer shall be obliged to clarify, through appropriate checks in terms of scope and method, whether the delivered products are suitable for the processing purposes, process purposes and other purposes intended by the customer.

8.4 The customer must give notice in writing immediately of any other breach of duty, setting a reasonable time limit for remedy, before asserting any further rights, otherwise this shall cause the customer to forfeit the rights resulting herefrom. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of injury to life, limb or health, or the assumption of a guarantee or procurement risk or a compulsory statutory basis for liability.

8.5 We shall remedy any defects for which the customer itself is responsible, and eliminate any unjustified complaints on behalf of and at the expense of the customer, if the customer is a merchant within the meaning of the Handelsgesetzbuch [German Commercial Code].

8.6 If, by way of exception, breach of duty does not relate to the performance of work by us, the contract may not be rescinded if our breach of duty is not material.

8.7 We shall provide a warranty for material defects when selling new goods, unless otherwise expressly agreed in writing or text form, for a period of 12 months, calculated from the date the risk passes (see para. 7), in the case of refusal to accept or take delivery by the customer from the date of the notice that the goods are ready to be taken over. This shall not apply to damage claims resulting from a guarantee, from the assumption of a procurement risk, for injury to life, limb or health, an intentional, grossly negligent or fraudulent act, or if, in the cases of Section 478 BGB (recourse in the supply chain), Section 438 (1) No. 2 (buildings and objects for buildings), and Section 634 a (1) No. 2 BGB (building defects), a longer period is stipulated by law. This shall not affect Section 305 b BGB (precedence of an individual agreement in verbal or written form).

Liability for material defects when selling used goods shall be excluded. The above exception according to para. 8.7. sub-para. 1 sentence 2 shall apply accordingly.

Our liability for material defects requires that the customer has complied with the maintenance intervals and maintenance work for the object of delivery prescribed by us or the manufacturer unless the material defect is not due to non-compliance with these maintenance intervals and/or maintenance work.

8.8 If the customer or a third party rectifies a defect incorrectly, we shall not be liable for the resulting consequences. This shall also apply to any changes of the delivery item undertaken without our prior consent.

8.9 Further claims by the customer for or in connection with defects or consequential damage caused by a defect, for what-ever reason, shall exist only subject to the provisions of para.

8.10 Damage claims of the customer against ourselves due to a material defect of goods delivered by us shall be excluded. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of injury to life, limb or health, or the assumption of a guarantee for absence of defects, the assumption of a procurement risk or in the case of a compulsory statutory basis for liability.

8.11 Our warranty (claims for breach of duty due to defective performance in the case of material defects) and liability arising herefrom shall be excluded if defects and damages connected therewith cannot be proven to be due to defective material, defective design or defective execution or defective instructions on use. Warranty and liability arising herefrom shall be excluded in particular with respect to the consequences of incorrect use or exceptional wear and tear of the products, excessive use or inappropriate storage conditions, and the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond with expected average standard influences in the product description, operating manual or the safety data sheets. This shall not apply in the case of a fraudulent, grossly negligent or intentional act by us, or injury to life, limb or health, or the assumption of a guarantee, a procurement risk or liability due to a compulsory statutory basis for liability.

8.12 Claims by the customer for expenses required for subsequent performance, in particular transport, travel, labour and material costs, shall be excluded if the expenses increase because the delivery item has been transferred subsequently to a location other than the customer's branch unless in doing so this complies with its intended use.

8.13 Claims based on defects shall not exist in the case of only a minor deviation from the agreed or customary quality or usability.

8.14 Recognition of breach of duty in the form of material defects shall only be valid when given in writing.

9. Prices / Payment terms / Objection of uncertainty

9.1 All prices are on principle quoted net in EURO, ex works resp. warehouse, and exclude packaging, freight, insurance costs, and value added tax at the legally valid rate which shall be borne by the customer.

9.2 Services that are not an integral part of the agreed scope of delivery shall be charged, unless otherwise agreed, on the basis of our respectively valid general price lists.

9.3 We are authorised at our equitable discretion to increase the remuneration unilaterally and reasonably where material production and/or material procurement costs, wage and ancillary wage costs as well as energy costs and costs due to environmental charges, currency fluctuations and/or currency regulations, changes in customs duties, social security contributions and/or freight rates and/or public charges are increased, if they have a direct or indirect impact on the manufacturing costs or costs of our contractually agreed services, and if more than 4 months elapses between conclusion of the contract and delivery. Such an above-mentioned increase shall be excluded if the increase in costs for the above-mentioned factors is set off by a reduction in costs of other above-mentioned factors with respect to the overall cost burden for the delivery. If above-mentioned cost factors are reduced without the increase in costs being set off by the increase in other above-mentioned factors, this reduction in costs shall be passed on through a price reduction.

9.4 If, according to the contract, we bear the freight charges by way of exception, the cus-

customer shall bear any additional costs arising from increases in freight rates after the contract was concluded.

9.5 Unless otherwise agreed, our invoices shall be payable net within 14 calendar days of the invoice date, where the customer collects the goods itself, as of receipt of our notice that the goods are ready for delivery.

9.6 Payment terms agreed shall run with effect from the delivery date. This shall not apply if the customer requests a later delivery/service or circumstances cause a delay in the delivery, for which we are not responsible.

In such cases, the date on which the notice of readiness for dispatch is given shall replace the delivery/service according to sentence 1.

9.7 Once in default, default interest shall be charged of 8% above the respective base rate of the European Central Bank when the claim for payment falls due. We reserve the right to assert damages in excess of this.

9.8 If a remittance has been agreed, the date of payment shall be deemed the date on which the money is received by us or credited to our account resp. the account of the recipient of the payment specified by us.

9.9 The customer's default in payment shall cause all claims for payment under the business relationship with the customer to become due immediately. Regardless of any agreements to defer payments, agreements on the term of bills of exchange or payment by instalment, all the customer's liabilities due to us shall in this case become due for payment immediately.

9.10 If payment terms are not met or circumstances known or recognisable that, in our proper commercial judgement, give rise to justified doubt about the customer's creditworthiness, also including such facts that existed when the contract was concluded but which were unknown to us or did not have to be known to us, we shall be authorised, notwithstanding further statutory rights in such cases, to cease further work on current orders or the delivery, and to request advance payments or the provision of appropriate, customary securities, e.g. in the form of a bank guarantee issued by a German credit institution participating in the Deposit Protection Fund, for deliveries still outstanding, and, after expiry of a reasonable extension of time to provide such securities without result, to rescind the contract, irrespective of other statutory rights. The customer shall be obliged to reimburse us for all damages incurred by the non-performance of the contract.

9.11 The customer shall have a right of retention or right of set-off only with respect to those counter-claims that are not disputed or have been recognised by declaratory judgment.

9.12 The customer can only exercise a right of retention if its counter-claim relates to the same contractual relationship.

9.13 We shall only accept bills of exchange offered as an exception by way of express agreement and only on account of performance. We shall make discount charges from the due date of the invoice until the maturity date of the bill of exchange as well as charge costs for the bill of exchange. The customer shall bear interest and costs for the discounting or redemption of bills of exchange. With regard to bills of exchange and cheques, the date of their redemption shall be deemed the payment date. In the event of our company's bank refusing to discount a bill of exchange or in the event of reasonable doubt that a bill of exchange shall be discounted

during the term of the bill of exchange, we shall have the right to request immediate payment in cash while the bill of exchange is taken back.

9.14 If the customer fails to return bank guarantees and/or guarantees received from us in due time, the customer shall reimburse us for all resulting costs and charges incurred by us as of the date of default in returning the guarantees.

9.15 Incoming payments shall first be used to repay costs, then interest and finally the principal claims according to age. Any determination to the contrary by the customer when making payment shall be disregarded.

10. Retention of title / Right of lien

10.1 We retain title to all goods we deliver (hereinafter referred to as a whole as "goods subject to retention of title") until all our claims under the business relationship with the customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when any or all claims by us are incorporated in a current account and the balance has been established.

10.2 The customer must insure the goods subject to retention of title adequately, in particular against fire and theft. Claims against the insurance arising from a case of damage relating to goods subject to retention of title are herewith assigned to us in the value of the goods subject to retention of title.

10.3 The customer is authorised to resell the delivered products in the normal course of business. The customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If the goods subject to retention of title are not paid for immediately by third-party purchasers when resold, the customer shall be obliged to resell under retention of title only. Authorisation to resell the goods subject to retention of title shall not apply a priori if the customer suspends its payment or defaults in payment to us.

10.4 The customer herewith assigns to us all claims including securities and ancillary rights that accrue to the customer against the end user or third parties from or in connection with the resale of goods subject to retention of title. The customer may not reach an agreement with its purchasers that excludes or impairs our rights in any way or nullifies the claim's assignment in advance. When the goods subject to retention of title are sold with other items, the claim against the third-party purchasers amounting to the delivery price agreed between ourselves and the customer shall be deemed assigned unless the amounts applicable to the individual goods can be determined from the invoice.

10.5 The customer shall be entitled to collect claims assigned to us until revoked by us, this revocation being admissible at any time. At our request, the customer shall be obliged to give us the information and documents in full required to collect assigned claims and, unless we do so ourselves, notify its purchasers immediately of the assignment.

10.6 If the customer incorporates claims from the resale of goods subject to retention of title in a current account relationship with its purchasers, the customer shall herewith assign to us any recognised closing balance in its favour in the amount which corresponds to the total amount of the claim from the resale of our goods subject to retention of title, such claim being transferred to the current account relationship.

10.7 The customer must notify us immediately if the customer has already assigned claims to third parties from the resale of products delivered or to be delivered by us, especially due to real or unreal factoring, or made other agreements which can impair our current or future security interests according to para. 10. In the case of unreal factoring, we shall be authorised to rescind the contract and request the products already delivered to be handed over. This shall also apply to real factoring if, according to the contract with the factor, the customer is not free to dispose of the purchase price of the claim.

10.8 In the event of conduct in breach of the contract through the customer's fault, especially in the case of default in payment, we shall be authorised, without rescinding the contract, to take back all goods subject to retention of title. The customer shall be obliged in this case to hand over the goods subject to retention of title automatically. We may at any time during normal business hours enter the customer's business premises to determine the stock of the goods delivered by us. Taking back the goods subject to retention of title shall only involve rescinding the contract if we expressly state this in writing or this is prescribed by compulsory statutory provisions. The customer must notify us immediately in writing of any third-party attachment of goods subject to retention of title or any claim assigned to us.

10.9 If the value of securities existing for us according to the foregoing provisions exceeds the secured claims as a whole by more than 10 %, we shall be obliged, at the customer's request, to release securities at our option.

10.10 We handle and process the goods subject to retention of title as manufacturers without obligation on our part. If the goods subject to retention of title are processed or connected inseparably with other items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the invoice value for our goods to the invoice values for the other processed or connected items. If our goods are connected with other movable items into a uniform item that is deemed the principal item, the customer shall herewith already assign co-ownership thereof to us in the same ratio. The customer shall maintain ownership or co-ownership free of charge on our behalf. Rights of co-ownership accordingly arising shall be deemed goods subject to retention of title. The customer shall be obliged at any time at our request to provide us with the information required to assert our ownership or co-ownership rights.

11. Exclusion / Limitation of liability

11.1 Subject to the exceptions specified below, we shall not be liable, in particular not for claims by the customer for damages or reimbursement of expenses, for whatever legal reason, either for breach of duty from the obligation or tort.

11.2 The above exclusion of liability shall not apply if statutory liability is obligatory, and:

- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- in the case of violation of material contractual obligations. "Material contractual obligations" are obligations that protect the legal positions of the customer which are material to the contract and which have to be granted to the customer under the contract in terms of subject matter and purpose. Material contractual obligations are also obligations whose fulfilment makes the due performance of the contract possible in the first place, and where the customer regularly relies on and may rely on compliance with such obligations;
- in the event of injury to life, limb and health, also caused by legal representatives or vicarious agents;

- in the case of default if delivery and/or service by a fixed date was agreed;
- where we have assumed a guarantee for the quality of our goods or the existence of an outcome of performance, or a procurement risk;
- in the case of liability under the Produkthaftungsgesetz [German Product Liability Act] or other compulsory statutory liability.

11.3 If we or our vicarious agents is (are) responsible only for slight negligence and none of the cases specified in para. 11.2 bullet points 1, 3, 4, 5 and 6 above exist, we shall be liable in the case of violation of material contractual obligations too only for damage typical for the contract and for foreseeable damage.

11.4 Our liability is limited for each individual case of damage to a maximum liability coverage of 500,000.00. This shall not apply if we are responsible for fraudulent intent, intent or gross negligence, for claims due to injury to life, limb or health, and in the case of a claim arising from tort or an express, additional guarantee or assumption of a procurement risk or in cases of different higher liability coverage prescribed by law. Any further liability shall be excluded.

11.5 Exclusion resp. limitation of liability according to para. 11.1 to 11.4 and para. 11.6 above shall apply to the same extent for the benefit of executive and non-executive employees and other vicarious agents as well as our sub-contractors.

11.6 Claims by the customer for damages arising from this contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply if we are responsible for fraudulent intent, intent or gross negligence, for claims due to injury to life, limb or health, and in the case of a claim arising from tort or an express additional guarantee or the assumption of a procurement risk.

11.7 There is no connection between the reversal of the burden of proof and the foregoing stipulations.

12. Place of performance / Place of jurisdiction / Applicable law

12.1 Place of performance for all contractual obligations is our company's registered office except where an obligation to be performed at the creditor's place of business or other agreement is assumed.

12.2 Any disputes shall be settled, if the customer is a merchant within the meaning of the Handelsgesetzbuch, exclusively before a court of law having jurisdiction over our company's registered office. We shall also have the right, however, to bring an action against the customer at its place of general jurisdiction.

12.3 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the customer and ourselves, to the exclusion in particular of the UN Sales Convention (CSIG).

13. Property rights

13.1 Unless otherwise agreed, we shall be obliged only to deliver goods in the Federal Republic of Germany that are exempt from third-party industrial property rights and copyrights. If a third party raises justified claims on account of infringement of property rights by products delivered by us to the customer, we shall be liable to the customer within the time limit specified in 8.7. as follows:

- We shall first at our option try to obtain a right of use at our expense for the deliveries in question or change the delivery item while complying with the properties agreed under the contract so that the property right is not in-fringed, or exchange the delivery item. If we cannot do so on reasonable conditions, the customer shall be entitled to its legal rights which shall be defined on the basis of these General Terms and Conditions of Contracts and Delivery.
- The customer shall, in the event of infringement of property rights by our delivery items, only be entitled to rights if the customer gives us written notification immediately about the claims asserted by third parties, does not admit any infringement and all defensive measures and settlement negotiations are reserved for us.
- If the customer stops using the products for reasons of damage minimisation or other good cause, the customer shall be obliged to advise the third party that cessation of use is not deemed to be an acknowledgement of a property right infringement.
- If an appeal is filed by third parties against the customer for infringement of property rights resulting from the use of products delivered by us, the customer undertakes to notify us of this immediately and give us the opportunity to participate in any legal action. The customer must support us in every way in conducting such a legal action. The customer must not take any action which could impair our legal position.

13.2 The customer shall have no claims if it is responsible for infringement of a property right. The customer shall also have no claims if the infringement of the property right is due to the customer's special instructions, an application which we could not foresee or the fact that the products are changed by the customer or used with products we did not deliver, if the infringement of the property rights is based on this.

14. Export control / Product approval

14.1 In the absence of any other contractual agreements with the customer, the delivered goods are intended for placement on the market for the first time within the Federal Republic of Germany (first country of delivery).

14.2 The export of certain goods may be subject to authorisation e.g. because of their nature or intended purpose or final destination. The customer itself shall be obliged to comply strictly with the relevant export regulations and embargos for these goods, especially of the European Union (EU), Germany resp. other EU Member States and, if applicable, the USA or Asian or Arab countries.

Furthermore, the customer shall be obliged, if the goods are transferred to a country which is different to the first country of delivery agreed with us, to obtain the required national product approvals or product registrations and to ensure that the specifications set out in the national law of the country in question regarding the provision of user information in the national language are complied with.

14.3 The customer shall in particular check and ensure that

- the goods delivered are not intended for use in armaments, nuclear facilities or weapon technology;
- no companies or persons specified on the US Denied Persons List (DPL) are supplied

with original US goods, US software and US technology;

- no companies or persons specified on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with US certificates of origin without relevant approval;

- no companies or persons are supplied who are specified on the List of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terror List;

- no military recipients are supplied with the products delivered by us;

- no recipients are supplied that violate other export control regulations, especially of the EU or the ASEAN countries;

- all early-warning indications of the competent German or national authorities of the respective country of origin of the delivery are complied with.

14.4 Goods delivered by us may only be accessed and used if the above-mentioned checks and assurances have been carried out and complied with. Otherwise we shall not be obliged to perform.

14.5 Where goods delivered by us are passed on to third parties, the customer undertakes to oblige such third parties in the same way as specified in para. 14.1-14.4, and to notify them of the need to comply with these legal provisions.

14.6 The customer shall indemnify us against all damages resulting from negligent breach of the foregoing obligations according to para. 14.1-14.5.

15. Institution of insolvency proceedings / Incoterms / Written form / Severability clause

15.1 A petition to institute insolvency proceedings filed by the customer or the customer's suspension of payment which, despite notice, is not due to rights of retention or other rights shall entitle us to rescind the contract at any time or make delivery of the delivery item or our service dependent on the prior fulfilment of the payment obligation. If the delivery item was already delivered or our service already provided, the consideration shall be due immediately in the above-mentioned cases. We are also entitled to reclaim the delivery item in the above-mentioned cases and to retain it until the purchase price is paid in full.

15.2 If trade terms were agreed according to the International Commercial Terms (INCOTERMS), INCOTERMS 2010 shall apply.

15.3 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to cancellation of the written form requirement. This shall not affect the precedence of individual agreement in written, text or verbal form (Section 305 b BGB).

15.4 If any provision of this Agreement is or shall become invalid/void or unenforceable in whole or in part for reasons relating to the Law of General Terms and Conditions according to Sections 305 to 310 BGB, statutory provisions shall apply.

If any current or future provision of the contract is or shall become invalid/void or unenforce-

able in whole or in part for reasons other than the provisions relating to the Law of General Terms and Conditions according to Sections 305 to 310 BGB, this shall not affect the validity of the remaining provisions of this contract unless the performance of the contract, also in consideration of the following provisions, would present an unreasonable hardship for either party. This shall also apply if, after the contract is concluded, it is found to have a gap that requires filling.

Contrary to the principle of the judicial decisions of the Federal High Court of Justice, according to which a severability clause in principle only reverses the burden of proof, the validity of the remaining provisions of the contract shall be maintained in all circumstances and therefore Section 139 BGB waived as a whole.

The parties shall replace any invalid/void/unenforceable provision or gap that requires filling for reasons other than the provisions relating to the Law of General Terms and Conditions according to Sections 305 to 310 BGB by a valid provision that corresponds in its legal and economic content to the invalid/void/unenforceable provision and the purpose of the contract as a whole. Section 139 BGB (partial nullity) is expressly excluded. If the invalidity of any provision is due to a measure of performance or time (time limit or date) stated therein, a measure which most closely corresponds to the original measure in a legally admissible way must be agreed for this provision.

Note:

In accordance with the provisions of the Daten-schutzgesetz [German Data Protection Act], we draw attention to the fact that contracts are processed in our company on EDP equipment, and that we also in this respect store data received as a result of the business relationship with the customer.

Mülheim/Germany, Oktober 2018

General Terms and Conditions of Repair and Installation of Hatec Aggregate GmbH

1. General

(1) These General Terms and Conditions of Repair and Installation apply to corrective maintenance work (repairs) and installation work.

(2) Deviations shall only apply if they were confirmed in writing by the contractor. Differing terms and conditions of the principal - hereinafter referred to as “**customer**” - shall only apply if and in so far as they are expressly acknowledged by us in writing. Our silence regarding such differing terms and conditions shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.

(3) Unless the terms and conditions below include special regulations, our respective General Terms and Conditions of Sale and Delivery at the time of placing the order shall additionally apply, and furthermore the regulations of the BGB [German Civil Code] on the contract for services (§ 631 BGB).

(4) Upon transmission of the repair order, permission to carry out test runs and trial applications shall be deemed at the same time granted, to the extent that this is necessary and appropriate under the circumstances.

(5) If the customer is a merchant, place of performance shall be Krefeld. Subject to this condition, either Krefeld or the court having jurisdiction over the customer's registered office shall, at our option, prevail. This shall also apply expressly to procedures involving documents, cheques and bills of exchange.

(6) All prices are quoted net and subject to VAT at the legally valid rate which shall be specified separately in the invoice to the customer.

(7) Our personnel is not authorised to perform works other than those works contractually agreed.

(8) The law of the Federal Republic of Germany shall apply.

2. Quotation

(1) Written quotations shall only be binding when expressly designated in writing as binding and the corrective maintenance work can begin immediately. They can be exceeded by 10 % if additional work or the use of additional parts or materials proves necessary when starting or executing the order.

(2) If the customer terminates the contract, whether due to the quotation being exceeded or for other reasons, the customer must pay for work and costs incurred until then including the expenses for spare parts ordered and already procured. This shall not affect § 649 sentence 2, 2nd half sentence BGB.

3. Due date and payment of the invoice amount

(1) The invoice amount shall be due upon completion or acceptance of the repair but at the latest on the date the invoice is received. The invoice amount must be paid without deduction.

(2) Payment instructions, cheques and bills of exchange shall be accepted only by special agreement and only on account of payment, not in lieu of settlement. All bill of exchange and discount fees shall be charged. Their passing on and extension shall not be considered as settlement.

(3) If the customer defaults in its payments, we shall have the right to charge default interest of 8 % p.a. above the respective base rate of the European Central Bank. This shall not apply if we prove that we have incurred higher damage as a result of the default in payment. This shall also not apply if the customer proves that no damage or a materially more minor damage was caused as a result of the default.

(4) Complaints in respect of an invoice must be made, if the customer is an entrepreneur within the meaning of § 14 BGB, i.e. a natural person or legal entity that purchases the goods

or service for commercial or professional use, in writing and within 14 days after receipt of the invoice. The date of our receipt of the complaint shall be decisive. If the time limit is not complied with, complaints shall be excluded.

(5) The set-off or exercise of a right of reduction or right of retention in respect of our claims shall only be admissible if the counterclaim or right of reduction or right of retention is recognised by us in writing or by declaratory judgment. This shall not affect § 354a HGB [German Commercial Code] (admissibility of the assignability of pecuniary claims arising from commercial transactions).

4. Time limit for performance of the repair

(1) Time limits for performance shall not begin until all particulars concerning the execution of the order have been clarified and all other requirements to be fulfilled are met by the customer, in particular advance payments agreed have been paid or securities provided in full. They shall be extended reasonably if the originally agreed volume of work increases.

(2) If events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), we shall notify our customer in writing or text form in due time. In such case, we shall have the right to postpone the delivery for the duration of the obstruction, or to rescind the contract in whole or in part for that part of the contract not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk or a performance guarantee. Events of force majeure are strikes, lock-outs, official intervention, power shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions not due to us e.g. fire, water and damage to machinery and any other obstructions which, when considered objectively, were not caused by our negligence.

(3) If the customer incurs damage as a result of the contractor's default, the customer shall have the right, to the exclusion of any further claims, to request compensation for default. It shall amount to 0.5 % of the net invoice value of the outstanding delivery or service for each full week of default or part thereof but to 5 % at most of the net value of the complete delivery and/or complete service due which, as a result of the default, is not delivered and/or provided by the contractor in due time or according to the contract. Any further compensation from the contractor for damages due to default shall be excluded. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by the contractor, in the case of claims due to injury to life, limb or health, in the case of default, and in the case of an agreed fixed delivery date within the meaning of the law and the assumption of a performance guarantee or a procurement risk.

(4) Force majeure, which is not merely of a temporary nature, shall entitle the contractor to rescind the contract.

5. Acceptance of the repair and installation

(1) We shall notify the customer when a repair or installation is completed. Dispatch of the invoice shall also be deemed notification. Acceptance must take place within one week of receipt of notification. If acceptance involves an engine test bench run, it must take place within three calendar days.

(2) Unless otherwise agreed, acceptance shall take place where the work was carried out.

(3) Where the customer has made no complaint about the repair during acceptance or if acceptance has not taken place within the stipulated period of time, the object of the contract shall be deemed duly accepted if the customer has used the work result on a permanent basis without complaint i.e. for more than 14 calendar days.

(4) If acceptance/collection does not occur within the stipulated period of time, the contractor shall have the right to charge the customer for any storage costs incurred.

6. Risk of loss and transport

(1) The transport and return transport of the object being repaired is in principle the responsibility of the customer who shall also bear the risk of loss or damage during transport.

(2) If the transport is undertaken according to the contract by the customer and not the contractor this shall be for the account and at the risk of the customer, even if the transport is carried out by the contractor's vehicles.

7. Retention of title, right of retention and right of lien

(1) Title to the installed units, spare parts and accessories shall remain with the contractor until all orders from the business relationship have been paid in full.

(2) If parts subject to retention of title are combined or mixed with other objects of the customer, the customer shall transfer co-ownership to the contractor in the amount of the final invoice amount plus VAT provided that the principal object belongs to the customer. The customer undertakes to hold this object in safe custody for the contractor free of charge. If processing is carried out, this shall always occur on behalf of the contractor.

(3) An existing retention of title is for the purpose of securing all trade accounts receivable arising from the business relationship with the customer, including any receivables arising in the future from contracts concluded at the same time or at a later date. This shall also apply if individual or all of our receivables were included in a current invoice and the balance has been determined and recognised. If the value of the securities existing for the contractor exceeds the customer's liabilities by more than 10 %, the contractor shall be obliged at the customer's request to release securities in this respect at its option.

(4) The contractor can exercise a right of retention to the object of the contract until the remuneration due according to Article 3 is paid and payments for earlier deliveries and services by the contractor have also been paid in full.

(5) The contractor is entitled to a right of lien on the object of the contract. If the contractor avails itself of its right to sell the pledged property, the contractor shall threaten the customer with the realisation of the pledged property and notify the customer thereof in due time as far as this is feasible and possible under the circumstances.

(6) The customer herewith assigns, unless the customer is owner of the object/product to be repaired, its claim to the transfer of title (expectancy) to the contractor in order to secure the

remuneration claim under the contract. The purpose of the expectancy is to secure the contractor's receivables according to para. 1.

8. Warranty and liability

(1) Notification and identification of defects must be given immediately and in writing, even if advance notification has been given verbally or by telephone.

(2) In respect of material defects, the contractor shall provide a warranty for a period of 12 months, unless otherwise expressly agreed in writing or text form, calculated from the date of acceptance, in the case of refusal of acceptance by the customer from the date of the notice that the goods are ready to be taken over. This shall not apply to damage claims arising from a guarantee, from the assumption of a procurement risk, from injury to life, limb or health, an intentional, grossly negligent or fraudulent act, or if, in the case of § 438 (1) No. 2 (buildings and objects for buildings), and § 634 a (1) No. 2 BGB (building defects), a longer period is stipulated by law. This shall not affect § 305b BGB (the precedence of an individual agreement in verbal, text or written form).

(3) Liability for damages shall expire if such damages are directly connected with the fact that the customer has failed to make available an object covered by the order which is defective within 14 days of the contractor's request. The contractor's liability for material defects does not cover damages that are attributable to the fact that defective parts have been modified or processed by the customer or third parties. This shall also apply if, at the customer's request, parts in need of replacement are not exchanged or used parts are fitted.

(4) Subject to the exceptions specified below, the contractor shall not be liable, in particular not for claims by the customer for damages or reimbursement of expenses, for whatever legal reason, either for breach of duty from the obligation or tort.

(5) The above exclusion of liability shall not apply if statutory liability is obligatory, and:

- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- in the case of violation of material contractual obligations. "Material contractual obligations" are obligations that protect the legal positions of the customer which are material to the contract and which have to be granted to the customer under the contract in terms of subject matter and purpose. Material contractual obligations are also obligations whose fulfilment makes the due performance of the contract possible in the first place, and where the customer regularly relies on and may rely on compliance with such obligations;
- in the event of injury to life, limb and health, also caused by legal representatives or vicarious agents;
- in the case of default if delivery and/or service by a fixed date was agreed;
- where the contractor has assumed a guarantee for the quality of performance or the existence of performance, or a procurement risk within the meaning of § 276 BGB;
- in the case of liability under the Produkthaftungsgesetz [German Product Liability Act] or other compulsory statutory liability.

(6) If the contractor or its vicarious agents is (are) responsible only for slight negligence and none of the cases specified in para. (5) bullet points 1, 3, 4, 5 and 6 above exist, the contractor shall also be liable in the case of violation of material contractual obligations only for damage typical for the contract and for foreseeable damage.

(7) The contractor's liability is limited for each individual case of damage to a maximum liability coverage of EUR 500.000,00. This shall not apply if the contractor is responsible for fraudulent intent, intent or gross negligence, for claims due to injury to life, limb or health, and in the case of a claim arising from tort or an express, additional guarantee or assumption of a procurement risk or in cases of different higher liability coverage prescribed by law. Any further liability shall be excluded.

(8) Exclusion resp. limitation of liability according to para. (4) to (7) and para. (9) above shall apply to the same extent for the benefit of executive and non-executive employees and other vicarious agents as well as the contractor's sub-contractors.

(9) Claims by the customer for damages arising from this contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply if we are responsible for fraudulent intent, intent or gross negligence, for claims due to injury to life, limb or health, and in the case of a claim arising from tort or an express additional guarantee or assumption of a procurement risk.

(10) There is no connection between the reversal of the burden of proof and the foregoing stipulations.

9. Invoicing for the repair / installation

(1) Unless otherwise agreed, hourly rates shall be charged according to the contractor's respective price list valid on the date the contract is concluded.

We are authorised at our equitable discretion to increase the remuneration unilaterally and reasonably where material production and/or procurement costs, wage and ancillary wage costs as well as energy costs and costs due to environmental charges, fluctuations in the exchange rate and/or currency regulations and/or public charges are increased, if they directly or indirectly affect the costs of our services agreed under the contract and if more than 4 months elapses between conclusion of the contract and performance. Such an above-mentioned increase shall be excluded if the increase in costs for the above-mentioned factors is set off by a reduction in costs for factors other than those mentioned above with respect to the overall cost burden for performance. If the above-mentioned cost factors are reduced without the increase in costs being set off against the increase in other above-mentioned costs, we shall pass on this reduction in costs through a price reduction.

(2) If company vehicles (customer service vehicles) are used or installation personnel use their own vehicles to travel to and from the site, kilometre rates shall be charged according to the contractor's price list valid on the date the contract is concluded.

(3) Other costs such as accommodation allowance, travel and hotel expenses, freight etc. shall be charged separately.

10. Assistance provided by the customer

Where repairs and installation work are not performed at the contractor's workshop, the customer shall be obliged to provide the energy required for the repair (lighting, electricity, consumable fuels, water) as well as auxiliary tools and lifting gear at its expense and risk.

11. Place of performance / Choice of law

(1) Any disputes shall be settled, if the customer is a merchant within the meaning of the Handelsgesetzbuch [German Commercial Code], exclusively before a court of law having jurisdiction over our company's registered office. We shall also have the right, however, to bring an action against the customer at its general legal venue.

(2) The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the customer and ourselves, to the exclusion in particular of the UN Sales Convention (CSIG).

12. Written form

All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to cancellation of the written form requirement. This shall not affect the precedence of an individual agreement in written, text or verbal form (§ 305 b BGB).

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