

A nighttime photograph of a busy harbor. In the foreground, a long pier with several small buildings and lights extends into the water. In the middle ground, several large ships are docked at the pier, and several cranes are visible on the ships. The background shows a city skyline with lights reflecting on the water under a dark sky with a hint of sunset or sunrise.

BOHNHOFF
HAMBURG
1875

GENERAL TERMS OF BUSINESS
OF
AUGUST F.M. BOHNHOFF GMBH
(STATUS 07/2012)

**GENERAL TERMS OF BUSINESS OF
AUGUST F.M. BOHNHOFF GmbH (Status 07/2012)**

1 Scope of application

1.1

Unless otherwise explicitly agreed, the following "General Terms of Delivery" shall apply exclusively to all contracts, deliveries and other services; contradictory or deviant conditions of the purchaser shall not be recognised, unless there is an explicit written agreement regarding their application. The "General Terms of Delivery" shall also apply, if the vendor performs delivery to the purchaser without reservation although he is aware of contradictory or deviant conditions of the purchaser.

1.2

All agreements which are concluded between the vendor and the purchaser for the purpose of fulfillment of this contract are set out in writing in this contract.

1.3

In the context of a current business relationship between traders, the Terms shall also constitute a part of the contract, even if the vendor has not explicitly indicated their application in individual cases.

2 Offers and conclusion of contract

2.1

Unless otherwise stated as binding, the prices in the vendor's catalogues and sales material and the offers in Internet are always non-binding, i.e. are only to be understood as a request to submit an offer. Offers made in Internet are always non-binding, i.e. are only to be understood as a request to make an offer.

2.2

Orders are deemed to have been accepted, if they are either confirmed in writing or are executed immediately on receipt of the order or within the agreed time. In this case, the delivery note or the invoice for the goods is deemed to be the confirmation of order.

2.3

Insofar as employees or representatives make verbal agreements or assurances which go beyond the provisions of the written purchase contract, these agreements or assurances always required written confirmation by the vendor.

2.4

If circumstances become known to the vendor subsequent to the conclusion of the contract - in particular arrears of payment with regard to previous deliveries - which according to commercial prudence justify the conclusion that the claim for the purchase price is endangered by lack of solvency of the purchaser, after setting a reasonable term, the vendor shall be entitled to demand concurrent payment or appropriate securities at his discretion and to withdraw from the contract in case of refusal, whereby the invoices for partial deliveries which have already been made become due immediately.

2.5

Services of the wholesaler, which exceed his obligations as a vendor, e.g. the acceptance of obligations of the purchaser to third parties for advisory and planning services, require special agreement and shall only be accepted against remuneration.

2.6

Requirements of the purchaser for subsequent reduction or cancellation of a legally effective order can only be considered insofar as the pre-supplier is prepared to take back the goods, unless this concerns stock goods. In all cases, the vendor shall be entitled to deduct a reasonable percentage of the net invoice sum from the credit note for handling costs, inspection and re-packaging of goods which are correctly returned with his consent. Damaged goods will not be credited.

3 Data storage

3.1

The purchaser is hereby informed that the vendor processes personal data which is obtained in the context of the business relationship according to the regulations of the Bundesdatenschutzgesetz [German Data Protection Act].

4 Delivery, transfer of risk and arrears

4.1

Unless there is a written assurance from the vendor, which is explicitly stated to be binding, only an approximate delivery period is deemed to be agreed. The delivery period does not commence before the date of clarification of all technical and other details of the order, the provision of any necessary documents and any agreed down-payment.

4.2

The method and means of shipping are at the discretion of the vendor. The goods shall be insured at the explicit wish of the purchaser.

4.3

The risk of accidental loss or deterioration is transferred to the purchaser on handover of the goods to the carrier or haulage contractor, however at the latest on leaving the warehouse, even if the delivery is performed with the vendor's road vehicles. This also applies if the delivery is made from the warehouse of a third party (transfer orders) and for the return of goods. This also applies accordingly for partial deliveries.

4.4

If shipping is delayed at the request or due to the fault of the purchaser, the goods shall be stored at the risk and expense of the purchaser. In this case, the notification of readiness for shipping is deemed to be equivalent to shipping.

4.5

Partial deliveries are permissible to a reasonable extent.

4.6

The delivery period is extended appropriately, even within a delay, on the occurrence of force majeure or all unforeseen hindrances for which the vendor is not responsible, which occur subsequent to the conclusion of the contract (in particular interruption of business, strikes, lockouts or interruptions to transport routes) insofar as such hindrances demonstrably have a significant effect on the delivery of the purchased object. This also applies if these circumstances occur with the supplier or the sub-suppliers of the vendor. The vendor shall inform the purchaser of the commencement and termination of such hindrances as soon as possible. The purchaser may demand a declaration from the vendor as to whether he will withdraw from the contract or deliver within a reasonable period. The purchaser may withdraw if the vendor does not provide an immediate declaration. In this case, claims for compensation are excluded. The above provision applies accordingly for the purchaser if the aforementioned hindrances occur with the purchaser.

4.7

With regard to timely delivery, the vendor shall only be liable for his own fault and that of his vicarious agents. He shall not be held responsible for the fault of his pre-suppliers, as these are not his vicarious agents. However, on demand the vendor shall be obliged to assign any claims which he has against his pre-suppliers to the purchaser.

4.8

In case of a delay to delivery, on demand by the vendor the purchaser shall be obliged to declare within a reasonable period whether he continues to insist on delivery or whether he withdraws from the contract due to the delay and/or demands compensation.

5 Packaging

5.1

Packaging will be invoiced separately.

5.2

Return of the packaging material is excluded insofar as the vendor has involved a suitable recycling company for its disposal according to the Verpackungsverordnung [German Packaging Ordinance]. In this case the purchaser shall be obliged to retain the packaging material for transfer to the recycling company. If the vendor agrees with the purchaser that he waives his right of return against payment of a disposal fee, the latter is obliged to hand over the used packaging to a recognised recycling company, which ensures proper disposal according to the regulations of the Packaging Ordinance.

6 Prices and payments

6.1

Prices always exclude VAT to the amount due at the time invoicing.

6.2

Unless otherwise agreed, the purchase price is due immediately on receipt of the goods. After the elapse of 14 calendar days from the due date, the purchaser becomes in arrears, without the requirement for an additional warning. The same applies for repairs.

6.3

The vendor only accepts negotiable bills of exchange as a means of payment with appropriate agreement. Credit notes for bills of exchange and cheques are issued subject to their receipt, minus fees with crediting on the date at which the vendor can dispose of the funds. The costs for bills of exchange and cheques shall be borne by the purchaser.

6.4

The statutory regulations apply in case of arrears of payment. Any agreed discounts for cash will not be granted as long as the purchaser is in arrears with payment for previous deliveries.

6.5

Regardless of the term of any received and credited bills of exchange, claims by the vendor become due immediately, if the terms of payment are not complied with or circumstances become known, from which it may be concluded that the claims for the purchase price by the vendor are endangered due to lack of solvency of the purchaser.

6.6

If the purchaser becomes in arrears with payment or does not cash a bill of exchange when due, after a previous warning, the purchaser forfeits the right of ownership to the vendor's goods. The vendor shall be entitled to recover the goods, and if necessary to enter the purchaser's premises and remove the goods. The purchaser is obliged to surrender the goods. The vendor may also prohibit the removal of goods which have been delivered.

6.7

In the circumstances of Clauses 6.5 and 6.6 the vendor may revoke the debit authorisation (Clause 7.6) and demand concurrent payment for deliveries which are still outstanding. However, the purchaser may avert the legal consequences stated in Clauses 6.5 - 6.4 and in Clause 7.6 by providing security to the amount of the endangered claim for payment.

6.8

Refusal or retention of payment is excluded if the purchaser was aware of the defect or other reasons for complaint on conclusion of the contract. This also applies if the said defects remain undetected due to gross negligence, unless the vendor has maliciously concealed the defect or other reason for complaint or has undertaken a warranty for the condition of the goods. Otherwise, the payment may only be retained to a reasonable extent in case of defects or other complaints. In case of dispute, this amount shall be decided by an expert from the Chamber of Industry and Commerce at the location of the registered office of the purchaser. The said expert shall also decide on the fair apportionment of the costs for his involvement. Unilateral deductions from the invoice for the disposal of packaging material, in particular transport packaging, are not permitted.

6.9

An offset settlement is only possible against claims which are recognised by the vendor or which are legally established.

6.10

We reserve the right to amend our prices to a reasonable extent, if increases or decreases of costs occur subsequent to the conclusion of the contract, in particular due to price changes by our suppliers. We shall provide evidence of these to our customer on demand.

6.11

Deductions of cash discounts require special written agreement.

7 Reservation of title

7.1

The vendor reserves the right of ownership of the goods until full payment of the purchase price. For goods which the purchaser acquires in the course of a current business relationship, the vendor reserves the right of ownership until all claims against the purchaser which result from the business association, including future claims from contracts which are concluded simultaneously or at a later date, are settled. This shall also apply if individual or all claims by the vendor have been included in a current invoice and the balance has been debited and recognised. If there is a mutual liability in association with the payment of the purchase price by the purchaser, the reservation of title does not expire before the bill of exchange has been cashed by the purchaser as the debtor. In case of arrears of payment by the purchaser, subsequent to a warning the vendor shall be entitled to repossess the goods and the purchaser shall be obliged to surrender the goods.

7.2

If the goods which are the subject of reservation of title are converted into a new moveable object by the purchaser, the conversion is made on behalf of the vendor, without obligation to the latter. The new object becomes the property of the vendor. In the case of processing together with goods which do not belong to the vendor, the vendor acquires a co-ownership of the new object according to the relationship of the value of the goods subject to reservation of title to the other goods at the time of processing. If the goods subject to reservation of title are combined, mixed or intermingled with goods which do not belong to the vendor as per Arts. 947, 948 BGB, the vendor becomes a co-owner according to the statutory regulations. If the purchaser acquires sole ownership due to the combination, mixture or intermingling, he hereby transfers co-ownership to the vendor in proportion of the value of the goods subject to reservation of title to the other goods at the time of combination, mixture or intermingling. In such cases, the purchaser shall hold the object which is the possession or joint possession of the vendor and which is deemed to be subject to reservation of title, in safekeeping free of charge.

7.3

If the goods which are subject to reservation of title are sold alone or together with goods which do not belong to the vendor, the purchaser hereby, i.e. at the time of conclusion of the contract, assigns the claims to the value of the goods subject to reservation of title, together with all ancillary rights and priority above the rest. The vendor accepts this assignment. The value of the goods subject to reservation of title is the amount invoiced by the vendor, however, this shall not be applied if these are opposed by the rights of third parties. If the re-sold goods subject to reservation of title are in the co-ownership of the vendor, this ceding of claims extends to the amount which corresponds to the proportional value of the vendor's share of the co-ownership.

7.4

If the goods subject to reservation of title are incorporated as a significant component of the plot of land, ship, ship construction or aircraft of a third party, the purchaser hereby assigns the assignable claims for remuneration against the third party, or whom it may concern to the value of the goods subject to reservation of title, together with all ancillary rights including that for the granting of a securing mortgage with priority above the rest. The vendor accepts this assignment. Clause 7.3, Sections 2 and 3 apply accordingly.

7.5

The purchaser is only entitled to the utilisation or installation of the goods subject to reservation of title to the normal commercial extent and only entitled and authorised on condition that the claims within the sense of Clauses 3 to 4 are actually transferred to the vendor. The purchaser is not entitled to otherwise dispose of the goods subject to reservation of title, in particular to their mortgaging or transfer as security. The purchaser is only permitted to perform assignment in the course of genuine factoring on condition that this is notified to the vendor, stating the factoring bank and the accounts which the purchaser holds there and the proceeds of the factoring exceed the value of the secured claim by the vendor. The claims of the vendor become due immediately on crediting of the proceeds of the factoring.

7.6

Subject to revocation, the vendor authorises the purchaser to call in the claims assigned in accordance with Clauses 7.3 - 7.5. The vendor shall not exercise his own entitlement to call in such claims providing that the purchaser fulfills his obligations for payment, including those to third parties. On demand by the vendor, the purchaser shall inform the vendor of the debtors of the assigned claims and to notify the latter of the assignment; the vendor shall also be entitled to give notification of the assignment himself.

7.7

The purchaser must inform the vendor immediately of foreclosure measures against the goods subject to reservation of title or the assigned claims and must hand over the documents necessary for the lodging on an objection.

7.8

The entitlement for resale, utilisation or incorporation of the goods subject to reservation of title or the entitlement to call in the assigned claims expires in the case of cessation of payment and/or the opening of insolvency proceedings. The entitlement to call in assigned claims also expires in the case of protest against cheques or bills of exchange. This does not apply to the rights of the insolvency administrator.

7.9

If the value of the securities which have been provided exceeds the claims (if necessary reduced by the amount of down payments or instalment payments) by more than 15%, the vendor shall be entitled to transfer these back or release them at his discretion. With the payment of all claims by the vendor which result from the business relationship, ownership of the goods subject to reservation of title and the assigned claims are transferred to the purchaser.

8 Claims of defects, warranty and liability

8.1

Only features directly associated with the goods are relevant as defects. Circumstances which are external to the goods shall not be considered in the assessment of any defects. Sales material does not constitute a declaration of warranty of condition or durability. The same applies for statements or assurances by sales representatives. The purchaser bears the burden of proof for the possibility of influence of product-related advertising statements or other public announcements by the vendor.

8.2

The vendor shall only be liable as follows for relevant defects within the meaning of Art 434 BGB [German Civil Code]: The purchaser must examine the quantity and condition of the goods immediately on receipt. Obvious defects must be notified to the vendor in writing within 2 days. In the case of mutual transactions between business people, Arts. 277, 378 HGB remain unprejudiced.

8.3

If the purchaser discovers defects in the goods, he may not dispose of them, i.e. they may not be divided, re-sold or further processed, until an agreement has been reached regarding the processing of the complaint or a procedure for the securing of evidence has been performed by an expert appointed by the the Chamber of Industry and Commerce at the place of the registered office of the purchaser. Liability of the vendor for the consequences of improperly performed modifications and repairs by the purchaser or third parties is excluded.

8.4

The purchaser is obliged to provide the vendor with the purchased object which is complained about, or a sample thereof, for the purpose of investigating the complaint. The warranty becomes void in case of culpable refusal to do so.

8.5

In the case of justified complaints, the vendor shall be entitled to specify the type of subsequent fulfillment (delivery of replacement or reworking) taking the type of fault and the justified interests of the purchaser into account. The vendor shall be entitled to refuse subsequent fulfillment in the case of insignificant faults (minor faults). This shall be replaced by a reduction in price with regard to the insignificant fault.

8.6

Claims by the purchaser for the expenses required for the purpose of subsequent fulfillment, in particular transport, travel, labour and material costs are excluded, if the expenses are increased due to the fact that the object supplied has been subsequently transferred to a place other than the branch of the purchaser, unless such transfer corresponds to the intended use.

8.7

The purchaser must inform the vendor as soon as possible of any warranty claim by a consumer.

8.8

If the vendor has undertaken the planning or programming for the installation of complex control and network systems in the field of construction work (e.g. EIB), as the installer, the purchaser is obliged to comply with this planning and to only undertake modifications, including minor deviations, of the installation and any later repairs with the consent of the

vendor. Compensation for damages of any kind which result from the unauthorised deviation from the instructions by the purchaser shall not be provided by the vendor.

8.9

Claims for material defects are subject to a period of limitation of 12 months. This does not apply if in accordance with Arts. 438, Para. 1, No. 2 (building and items for buildings), Art 479 Para. 1 (right of recourse) and Art 634 Para. 1 No. 2 (building defects) BGB, longer periods are prescribed by law.

8.10

Clause 9 (General limitation of liability) applies for compensation claims.

9 General limitation of liability

9.1

Compensation claims for damages and expenses by the purchaser (hereinafter: compensation claims) for whatever legal reason, in particular due to breach of duty from an obligation and from prohibited actions, are excluded. This shall not apply in the case of acceptance of a guarantee or a procurement risk. This shall furthermore not apply if there is a mandatory liability, e.g according to the Product Liability Act, in cases of gross culpability, injury to life, limb or health and the breach of significant contractual obligations. However, compensation claims for the breach of significant contractual obligations is restricted to damages which are typical for the contract and are foreseeable if there is no gross culpability or liability due to injury to life, limb or health. This is not associated with a change of the burden of proof to the detriment of the purchaser.

9.2

This provision applies accordingly for the purchaser.

9.3

The statutory periods of limitation apply for liability due to willful action and for compensation claims based on injury to life and limb or health. Otherwise, the period of limitation for compensation claims against the vendor is 2 years.

10 Recourse

10.1

If a third party, in particular a consumer, demands that the purchaser takes back the goods due to them being defective, the purchaser must notify the vendor immediately of the impending claim. The purchaser shall then endeavour to the best of his ability that the fulfillment of the claim for compensation against the purchaser can be undertaken at the request of or by the vendor or his supplier, in order that the costs and expenses resulting from the recourse are kept as low as possible.

10.2

If in accordance with Art. 478 BGB the purchaser demands recourse from the vendor, the purchaser may only demand compensation from the vendor for the expenses incurred in the course of subsequent fulfillment, which result directly from the claim, to which the purchaser was, or is legally obliged. Compensation for loss of trading margins is excluded. The purchaser must keep the possible expenses as low as possible.

11 Place of jurisdiction and applicable law

11.1

The place of fulfillment and place of jurisdiction for disputes arising from deliveries and payments (including litigation concerning cheques and bills of exchange) as well as all other disputes between the parties is, insofar as the purchaser is a tradesman, legal or corporate entity, is the main registered office of the vendor. However, the vendor shall also be entitled to litigate against the purchaser at the place of the purchaser's registered office.

11.2

The relationship between the parties to the contract is exclusively regulated by the law of the Federal Republic of Germany, to the exclusion of UN purchase law and international civil law.

AUGUST F.M. BOHNHOFF GmbH

Halstenbek, July 2012