

## § 1 General terms - scope

- 1.1 Our general terms and conditions for service, assembly, maintenance and repair work only apply to enterprising traffic.
- 1.2 Our performances, deliveries and offers for the execution of service, assembly, maintenance, repair work, and service products are exclusively based on these general terms and conditions. Contradictory, deviating or complementary trade conditions of the buyer shall not be acknowledged unless expressly accepted by us in writing.
- 1.3 Our general terms and conditions for service, assembly, maintenance, and repair work shall also apply to future business transactions even if not specially stipulated.
- 1.4 All property and copyrights to cost estimates, drawings, samples and other documents are strictly reserved. These documents must not be made available to third parties without our prior agreement, and if no order is placed with us, they must be immediately returned to us upon request.

## § 2 Conclusion of agreement

- 2.1 Our offers are without engagement unless otherwise stated in the order confirmation.
- 2.2 Should the buyer wish a cost estimate with binding prices before the beginning of our work, this must be expressly requested by the buyer. Only the written form of such a cost estimate shall be binding.
- 2.3 TOX® PRESSOTECHNIK reserves the right to make reasonable technical modifications, changes to shape, colour and/or weight.
- 2.4 Orders are binding. TOX® PRESSOTECHNIK will, at its option, accept the order 1) by submitting an order confirmation within two weeks after receipt, or 2) by executing the order within this period of time.
- 2.5 Should the order be submitted by electronic means, TOX® PRESSOTECHNIK shall confirm the receipt of it as soon as possible. The confirmation of receipt shall not yet present a binding acceptance of the order. It is, however, possible to combine the confirmation of receipt with the declaration of acceptance.

## § 3 Payment and payment terms

- 3.1 Unless otherwise agreed in writing, our current rates for service, assembly, and repair shall apply.
- 3.2 Our prices are calculated ex works (FCA Weingarten) and do not include freight, packing, loading charges etc. and VAT. Payment without deduction of discount shall be made after the acceptance of our performance and/or on receipt of our delivery against our invoice. In the case of delayed payment, TOX® PRESSOTECHNIK shall be entitled to charge interest fees exceeding the normal interest rate by 8 %. TOX® PRESSOTECHNIK reserves the right to substantiate and enforce higher damages due to the delay.
- 3.3 The buyer shall only be entitled to compensate counterclaims if these counterclaims are legally stated or acknowledged by TOX® PRESSOTECHNIK. A withholding right can only be exercised if the counterclaim of the buyer is based on the same contractual relation.

## § 4 Terms of performance and delivery

- 4.1 The terms regarding the date of performance or delivery are, generally, stated without engagement unless they are expressly agreed with or confirmed by TOX® PRESSOTECHNIK. The terms of performance and delivery commence at the date of the order confirmation.
- 4.2 The fulfilment of the obligations of TOX® PRESSOTECHNIK to execute its performances and deliveries is subject to the reasonable and timely fulfilment of the obligations of the buyer. The observance of our performance and delivery obligation depends on the right and timely supply by our subcontractors. This only applies in case TOX® PRESSOTECHNIK is not responsible for the non-delivery, specially in case of a congruent hedging transaction with our subcontractor. The buyer shall be immediately informed on the non-performance. Any payments on account shall be immediately refunded.
- 4.3 The performance and delivery terms shall be reasonably extended in case of Force Majeure or other unforeseeable events which are beyond the control of TOX® PRESSOTECHNIK. Force Majeure means, for instance, strikes, lockouts, interruptions of energy supply, transport and traffic blocks, as far as such events considerably influence the execution of our performance.
- 4.4 TOX® PRESSOTECHNIK shall be entitled to make partial performances and deliveries.

## § 5 Obligations of the buyer on site

- 5.1 The buyer shall provide all energies as, for instance, current, compressed air, and all connections required for the service, assembly, maintenance and repair work, and the buyer shall also in time and at its own expense arrange for the necessary shop work permits, identity cards, any necessary special licences for overtime or Sunday and holiday working etc. before the scheduled beginning of the work by our staff.
- 5.2 The buyer shall be obliged to make available, at its own cost and risk, technical assistance and specially helps, tools and lifting gears with operators unless otherwise expressly agreed upon in writing. The helps have to adhere to the instructions of our control officer. TOX® PRESSOTECHNIK assume no responsibility for the helps.
- 5.3 The buyer shall be responsible for the safety of the work place, the observance of existing safety regulations and for reasonable job conditions, and the buyer shall draw the attention of our staff to special safety and shop regulations ruling in buyer's works, and the buyer shall provide for our staff appropriate and burglar-proof rooms for storing tools and for rest.

## § 6 Acceptance

- 6.1 The buyer shall be obliged to accept our performance and work as soon as the termination of it is notified to the buyer, or, in individual cases, as soon as a contractually agreed test run or a trial of the object of the delivery has taken place. The buyer is also obliged to certify the man hours and the material needed on a working hour record presented to him. Should our performance not be in compliance with the contract, TOX® PRESSOTECHNIK shall be obliged to

eliminate the deficiency. This shall not apply in case the deficiency is irrelevant for the interest of the buyer or is based on circumstances due to the buyer. In case of such an irrelevant deficiency, the buyer shall not be entitled to refuse the acceptance.

- 6.2 Should the acceptance be delayed without fault of TOX® PRESSOTECHNIK, the acceptance shall be regarded as being successfully executed at the end of the two week period after notification of the termination of our work.

- 6.3 At the date of the acceptance, our responsibility for sensible deficiencies shall cease unless the buyer has retained the right to enforce certain deficiencies.

## § 7 Retention of title

- 7.1 All used spare parts, accessories and exchange units etc. shall remain the property of TOX® PRESSOTECHNIK up to the full payment of all claims from the business relation.
- 7.2 The buyer shall be obliged to treat the received parts carefully.
- 7.3 The buyer shall be obliged to notify us immediately of any seizure of the delivered parts by third parties, for instance, in case of a levy or damages or destruction of delivered parts. The buyer must also inform us immediately on any change in ownership or business place
- 7.4 TOX® PRESSOTECHNIK shall be entitled to terminate the contract and to claim back the used parts in case of a behaviour of the buyer in contravention to the contract as, e.g., delay of payment or violation of obligations as per the above clauses 7.2 and 7.3.

## § 8 Warranty

- 8.1 After the acceptance, TOX® PRESSOTECHNIK warrants its work by the elimination of any deficiencies, excluding any further claims of the buyer. The buyer shall notify TOX® PRESSOTECHNIK in writing of any defects stated.
- 8.2 TOX® PRESSOTECHNIK shall not be hold responsible if the deficiency is irrelevant for the interest of the buyer or is caused by circumstances due to the buyer. This specially applies to parts attached by the buyer.
- 8.3 No warranty shall be granted by TOX® PRESSOTECHNIK for the consequences of inexpert modifications or repairs made by the buyer or by third parties without prior agreement of TOX® PRESSOTECHNIK, and using parts from other suppliers. Only in urgent cases of risking the operational reliability and in order to avoid excessive damages, and after having informed TOX® PRESSOTECHNIK in time, or if TOX® PRESSOTECHNIK is not able to repair the defect within a reasonable time, the buyer shall be entitled to eliminate the defect himself or have it eliminated by third parties and to charge TOX® PRESSOTECHNIK for the expenses.
- 8.4 The warranty period is one year from the date of the acceptance of our performance and/or the delivery of the goods.

## § 9 Limited liability

- 9.1 Should parts of the object of the assembly, maintenance or repair work be damaged by TOX® PRESSOTECHNIK then TOX® PRESSOTECHNIK shall, at its discretion, repair or replace the parts at no cost to the buyer. The replaced parts become the property of TOX® PRESSOTECHNIK. The replacement obligation is limited to the amount of the contractual repair price.
- 9.2 In case of slight breaches of duties by negligence, the responsibility of TOX® PRESSOTECHNIK is limited to the foreseeable, contract-specific, direct average damage according to the kind of performance and delivery. This also applies to breaches of duty by slight negligence committed by our agents or vicarious agents.
- 9.3 The above mentioned liability limitations do not apply to buyer's claims regarding product liability or claims regarding personal injury and injury to health or bereavement of the buyer, for which TOX® PRESSOTECHNIK is responsible.
- 9.4 All claims put out by the buyer shall become barred by the statute of limitation after one year, regardless of their titles. The legal statutory limitations shall apply to buyer's damage claims in case of malice, wilful deceit, or gross negligence, and in case of constructive loss of life, personal injury or injury to health, and as far as according to the product liability law there exists a liability for personal injury or property damage caused by privately used objects.
- 9.5 For damages not caused to the object of assembly, maintenance or repair, TOX® PRESSOTECHNIK shall only be responsible - regardless of the titles - for malice, gross negligence, wilful deceit, constructive injury of life, body and health, and as far as according to the product liability law there exists a liability for personal injury and property damage caused by privately used objects. Further claims are excluded.

## § 10 Final terms

- 10.1 The contract shall be governed by the laws of the Federal Republic of Germany
- 10.2 Place of fulfilment of all obligations of the parties hereunder shall be 88250 Weingarten.
- 10.3 The venue for all claims under this contract shall be the court of Ravensburg. TOX® PRESSOTECHNIK is, however, entitled to bring an action against the buyer at his local venue.
- 10.4 Should any provision of the contract with the buyer, including these General Terms and Conditions, partly or completely be or become non-enforceable, the remaining provisions of this contract shall not be affected thereby. The complete or partly non-enforceable provision shall be replaced by a revision which accomplishes, to the extent possible, the original commercial purpose of such provision in a valid and enforceable manner.

TOX® PRESSOTECHNIK GMBH & CO. KG  
Riedstrasse 4  
D-88250 Weingarten

State 11/2007