



General sales terms and delivery conditions

1. Area of application:

1.1 These sales terms and delivery conditions ("Sales terms") are solely applicable for our deliveries and services. Provisions deviating from these sales terms or the legal regulations, especially with regard to the purchase terms and conditions of the customer, shall not be accepted unless they have been approved by us in writing. The unconditional delivery of goods, performance of services or receipt of payments does not imply acceptance of deviating provisions by us.

1.2 References to the validity of the legal provisions are only intended for purposes of clarification. The legal provisions are thus applicable even without such clarification insofar as these sales terms are not directly modified or explicitly excluded.

2. Offers, contracts:

Our deliveries are made within the scope of the current version of the company contract concluded between the internal owners of DGW.

3. Written form:

Orders as well as all changes and additions to these must be in writing.

4. Prices:

Unless otherwise agreed upon, our prices are ex-works. The value-added tax (VAT) must be paid in addition to the rate legally applicable on the day of rendering of services.

5. Payment, compensation:

5.1 The currently valid terms of payment of DGW are applicable.

5.2 The customer is entitled to compensation or rights of retention only if and when his claim is legally declared and undisputed. The counter-rights of the customer remain unaffected in case of defects in the delivery.

6. Place of fulfilment, shipping:

6.1 The place of fulfilment for the delivery or the service is the site of our supplier or warehouse.

6.2 If shipping of the goods has been agreed upon (sale by dispatch), we shall ship the

goods at the expense of the customer and shall also determine the shipping method, shipping route and shipper. The risk of accidental loss and the accidental deterioration of the goods as well as the risk of delays are passed over to the customer with the delivery of the goods to the carrier, the shipper or the person or agency commissioned with the shipping.

7. Partial deliveries and partial services:

7.1 We are entitled to partial deliveries only if

- the partial delivery for the customer is applicable within the scope of intended use,
- the delivery of the remaining ordered goods is ensured and
- the customer does not incur any extra expenses or additional costs (unless we are willing to bearing these costs)

7.2 The rights of the customer as regards the entire service or the remaining service, in particular the rights of retention, rights / claims due to delay or claims for damages instead of the entire service shall remain unaffected by any partial services.

8. Delivery schedules; delay:

8.1 If an agreed delivery and service date is exceeded or any other contractual obligation is not fulfilled by us in time, the customer shall provide us with the suitable extension period. This extension period shall be at least three weeks.

8.2 If the delivery or service is not completed by the end of the extension period and if the customer wishes to exercise his right to withdraw from the contract or to demand compensation instead of service, he is obligated to inform us of the same in advance by providing another extension along with a request for the delivery or service. The customer shall be obliged to declare, at our request, within a reasonable period whether he wishes to terminate the contract due to the delay in the delivery / service, demand compensation instead of service or demand delivery/service.

9. Transport insurance:



If a delivery condition other than ex-works is agreed upon, we are entitled, on account of the sensitivity of the goods to be delivered, to take out the appropriate transport insurance amounting to at least the invoice value of the goods on behalf of and at the expense of the customer. Something else is applicable only if the Incoterms CIF or CIP are explicitly agreed upon.

10. Title retention:

10.1 Sold goods continue to be our property till the settlement of all the outstanding debits from the business relationship.

10.2 The goods subject to retention of title may neither be pledged to third parties nor transferred to third parties for security before full payment of the secured claims. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings has been submitted or in case of accesses by third parties (e.g. pledging) to goods belonging to us.

10.3 In case of breach of contract by the customer, especially in case of non-payment of the due purchase price, we are entitled to withdraw from the contract in accordance with the legal provisions and to demand goods on the basis of retention of title and the withdrawal. If the customer does not pay the due purchase price, we shall be entitled to assert such rights only if we have previously set a suitable deadline for payment to the purchaser without success or if such a deadline is no longer required by legal provisions.

10.4 Till a cancellation as per (c) below, the customer is entitled to resell and / or process the goods subject to retention of title in the course of business. The following additional regulations are applicable in this case.

(a) The retention of title extends to the full value of the products created by processing, mixing or combining our goods, whereby we shall be deemed as the manufacturer. If, when processing, mixing or combining goods of third parties, their ownership rights persist, we acquire co-ownership in the proportion of the invoice values of the processed, mixed or combined goods. The same that is applicable goods

delivered under retention of title applies to the resulting product.

(b) The claims against third parties arising from the resale of the goods or the product shall already be assigned to us by the customer either completely or in the proportion of our co-ownership share as per the preceding clause about safety. We accept the assignment. The obligations of the customer that have been mentioned in chapter 2 also apply with reference to the assigned claims.

(c) Apart from us, the customer is authorised to collect the claim. We are obligated to not collect the claim as long as the customer meets his payment obligations against us, there are no defects in his capability to render services and we do not claim the retention of title by exercising a right from clause 3. If this is however the case, we can demand that the customer notify us of the assigned claims and their debtors, provides all the information necessary for the collection, hands over the related documents and informs the debtors (third parties) of the assignment. Furthermore in such a case, we are also entitled to cancel the authorisation of the customer to resell and process the goods subject to retention of title.

10.4 If the realisable value of the securities exceeds our claims by more than 10%, we can release the securities of our selection upon the request of the customer.

11. Force majeure:

We are not liable for the impossibility of or delay in the if these are caused due to force majeure or other events that were not foreseeable at the time of conclusion of a contract (e.g. operating disturbances of all types, difficulty in the material or energy procurement, transportation delays, strikes, legal lockouts, lack of labour, energy or raw materials, difficulties in procuring the necessary regulatory approvals, governmental measures or incomplete, incorrect or untimely delivery by the supplier) for which we are not responsible. If such events make the delivery or service considerably difficult or impossible and the hindrance is not temporary, we are entitled to withdraw from the contract. In the case of a temporary hindrance, the delivery or service



periods are extended or the delivery or service dates are adjusted by the period of the hindrance plus a relevant start-up period. If, following the delay, the customer is not expected to accept the delivery or service, he can withdraw from the contract by means of an immediate written declaration.

12. Product specifications:

12.1 Unless otherwise agreed upon, the contractually stipulated quality of the goods is explicitly in accordance with our currently applicable product specifications. The product specifications are provided to the customer before his order or are as included in the contract in the same way as these sales terms.

12.2 Quality, durability and other specifications are ensured only if they are agreed upon and described explicitly in writing.

12.3 Our verbal and written specifications about our products, devices, systems and processes are based on research and practical experience. We provide these results to the best of our knowledge, but reserve the right to changes and further developments. This however does not exempt the customer from checking our products and processes for their application as regards his own use. This also applies to ensuring the proprietary rights of the third parties as well as for applications and processes.

13. Complaints:

All complaints, especially notices of defects, must be sent to us in writing immediately but no later than within 10 calendar days after the receipt of the goods (in the case of hidden defects, immediately and no later than within 10 calendar days after their detection or the time at which they would have been detected during reasonable inspection). If the customer does not report complaints and defects in time or in the agreed form, our delivery and service is deemed to have been approved as regards the defect a complaint of which is not provided at all or in proper form. If the customer accepts our delivery or service in spite of the knowledge of a defect, then he shall be entitled to the rights that can be derived from the

defect only if he expressly reserves his rights for those defects in writing upon delivery.

14. Rights of the customer in case of defects:

14.1 If our delivery or service is defective and the customer has complained about it, then we can choose to either redeliver or repair (supplementary performance). We must always be given the opportunity to do so within a suitable period of time. If the supplementary performance has failed or the suitable period of time set by the customer for the supplementary performance has unsuccessfully elapsed or is unnecessary as per the legal provisions, the customer can withdraw from the contract or reduce the remuneration.

14.2 Furthermore, subject to the regulations of clause 15, the customer can also demand compensation for damages and reimbursement of expenses necessary for the purpose of supplementary performance as per legal requirements. The reimbursement of expenses is however excluded if the expenses increase because the object of the delivery has been subsequently transferred to a location other than the agreed delivery location unless the transfer is necessary for its proper use. For the rest, clause 15 is applicable for compensation for damages and reimbursement of expenses.

14.3 In case of minor deviations from the agreed quality of goods or in case of minor effect on the usability of the goods, a withdrawal from the contract or compensation for damages instead of service are excluded.

14.4 Legal recourse claims by the customer against us exist only insofar as the customer has not concluded contracts with his acceptor that go beyond the legal defect claims. Clauses 14.3 and 15 are applicable with respect to the reimbursement of expenses.

14.5 Insofar as the customer, after having been successfully claimed in accordance with the provisions of the sale of consumer goods, wishes to take recourse by way of defect liability from us, the claims for recourse shall remain unaffected due to the provisions on the sale of consumer goods.

15. Compensation for damages:



15.1. In case of default, our liability for compensation for damages and reimbursement of unnecessary expenses, irrespective of the legal reason, especially due to impossibility, delay, inadequate or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorised action is limited to clause 15.

15.2 We are not liable in case of minor negligence of our bodies, legal representatives, employees or other assistants insofar as there is no violation of contractual obligations. Contractual obligations are obligations whose fulfilment enables the execution of the contract in the first place and whose compliance the customer is and should be regularly trusted with.

15.3 Insofar as we are liable on the merits for compensation of damages or reimbursement of unnecessary expenses in accordance with clause 15.2, this liability is limited to damages/expenses which we have foreseen as a possible consequence of a breach of contract at the time of concluding the contract or that we must have foreseen when exercising due diligence. Indirect damages and consequential damages resulting from defects in the delivery item can also be rectified only if such damages are typically expected during the normal use of the delivery item.

15.4 The preceding liability exclusions and limitations are equally valid in favour of our bodies, legal representatives, employees and other assistants.

15.5 The limitations of this clause 15 are not applicable to our liability due to deliberate intent or gross negligence, for guaranteed quality features, due to injury to life, limb or health or in accordance with the Product Liability Act.

16. Limitation:

Warranty claims, claims resulting from compensation of damages and expense claims of the customer are elapse in one year from the legal limitation start. The aforementioned reduction of the legal period of limitation does not apply if we or our assistants have exhibited deliberate intent or gross negligence, for claims in case of injury to life, limb or health as well as those in accordance with

the Product Liability Act or if we are mandatorily liable due to other reasons.

17. Adherence to legal regulations:

17.1 Unless otherwise agreed upon within the scope of the delivery regulations, the customer is responsible for adhering to legal and official provisions pertaining to import, transport, storage and use of goods.

17.2 If, at the time of delivery/service, there is a legal or official authorisation obligation for exporting our delivery/service and the requested authorisation for exportation is not granted, then we are entitled to withdraw from the contract.

17.3 Furthermore, we are entitled to withdraw from the contract if, in case of a product registration obligation, a registration is not applied for or granted at the time of delivery/service.

17.4 We are registered with the Central Packaging Register in accordance with § 9 of the Packaging Act. Our registration number is DE3308732966974. The return of packaging material takes place via the REPASACK take-back system.

18. Preference declaration:

If customs preference can be granted to goods due to their preference characteristic, we shall submit a declaration about the preference characteristic (delivery declaration, declaration of origin on the invoice) in an automated form and without a special signature, provided all the legal requirements are fulfilled. We acknowledge that the preference declaration is submitted in accordance with our obligation as per the clause 5 section 3, regulation (EC) no. 1207/2001.

19. Place of jurisdiction:

The place of jurisdiction is Dortmund; in case of a lawsuit, the place of jurisdiction of the customer is also applicable. The mandatory legal regulations about exclusive jurisdictions remain unaffected by this regulation.

20. Applicable law:

The German law, with the exclusion of the international uniform law, especially the UN purchase law shall be solely applicable for all legal relationships between the customer and us.



Private limited partnership
Deutsche Gasrußwerke GmbH & Co

21. Commercial terms:

If commercial terms are agreed upon according to the International Commercial Terms (INCOTERMS), the INCOTERMS 2010 is applicable for their use and construction.

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