

1. General Terms and Conditions

1.1 All orders received by Epuramat S.A. will be processed in accordance with the present General Terms and Conditions of Sale and Delivery (T&C), unless our specific terms and conditions of sale on our order confirmation affect or supplement them. In the event of discrepancies between our general and our specific terms and conditions, the latter shall apply.

1.2 It shall be explicitly pointed out that the T&C detailed here constitute part of the contract.

1.3 Additional or supplementary verbal agreements or promises or such that contradict the contract or the T&C must be made in writing.

1.4 Contradictory terms and conditions from the Buyer or such that differ from our T&C shall only be binding on us if we have agreed to them in each individual case in writing. This shall also apply if we have not contradicted them verbally.

1.5 These T&C are deemed to have been accepted by the Buyer. No other provision or conditions coming from the Buyer may replace these T&C.

1.6 Obligations entered into by our representatives or authorised officers and any agreements made with them shall only become binding upon written approval by us.

1.7 Any failure to comply with the terms and conditions of a transaction or with our T&C, shall entitle us to abstain from the transaction without having to pay damages or compensation for this reason.

1.8 Epuramat reserves the right to modify these T&C from time to time.

2. Quotation, Conclusion of Contract and Documents

2.1 All quotations from Epuramat are non-binding. The contract shall only come into effect following written confirmation of the order by Epuramat. Epuramat shall retain all title and copyright of all quotations and other documents; they may not be reproduced or passed on to third parties without prior written consent from Epuramat and are to be returned to Epuramat after the contract has been concluded or if contract negotiations fail.

2.2 The Buyer shall have the non-exclusive right to use standard software with the agreed performance features in unchanged form on the agreed devices. The Buyer may not make any copies or back-ups of the software without the prior written consent of Epuramat.

3. Prices and Terms of Payment

3.1 Prices are quoted ex works excluding packaging plus the statutory rate of VAT or turnover tax and any applicable customs duties.

3.2 Payments are to be made free of transaction charges for the Supplier.

3.3 The Buyer may only offset such receivables that are uncontested or legally established.

3.4 The prices are EUR prices. VAT or turnover tax shall also be charged at the statutory rate applicable on the performance date (in the case of advance payments on the payment date).

3.5 The prices do not include any customs duties or other import charges; these are to be borne by the Buyer. If, in exceptional cases, the Supplier has paid these charges at a fixed rate, any increases, e.g. due to changes in legislation, shall be charged to the Buyer.

3.6 Packaging costs shall be charged in addition. Special packaging shall remain the property of the Supplier and shall be charged at rental rates on the basis of original costs; it must be returned to the Supplier carriage paid without delay.

3.7 Payments are to be made in EUR without any deductions and free of transaction charges for the Supplier as follows:

3.7.1 In the case of transactions with an order value up to EUR 5,000.00 when the goods are ready for despatch and on receipt of the invoice.

3.7.2 In the case of transactions with an order value over EUR 5,000.00 and a lead time of up to three months:

3.7.2.1 30% of the order value on order

3.7.2.2 70% of the order value when the goods are ready for despatch

3.7.3 In the case of transactions with an order value over EUR 5,000.00 and a lead time of over three months:

3.7.3.1 30% of the order value on order

3.7.3.2 30% of the order value after the first third of the agreed lead time

3.7.3.3 30% of the order value after the second third of the agreed lead time

3.7.3.4 10% of the order value when the goods are ready for despatch or after test run.

3.8 In the case of deliveries and work for which no provisional total amount can be set when the purchase order is issued, the Supplier shall reserve the right, depending on the circumstances, to request a down payment on order and instalments during performance according to the costs incurred. Down payments and instalments shall not earn interest.

3.9 The lead time shall begin on the day the down payment is received, provided that the other contractual provisions applicable here have been met.

3.10 Unless otherwise agreed, payments must be settled within 30 calendar days of invoice issue.

3.11 For payments of any kind the settlement date is the day on which the Supplier has the funds at its disposal.

3.12 If payment dates are exceeded, the consequences of default shall occur without there being a need for a separate formal reminder. Without prejudice to other or further rights or claims, annual default interest at the rate of 7 percentage points above the base rate shall be owed.

3.13 If the Buyer defaults on payment of the price, the Supplier shall be entitled to demand the goods are handed over and compensation be paid on the grounds of non-performance (see also Art. 4 "Retention of Title"). In the event of default, in particular suspension of payments, request for settlement or moratorium, all the Supplier's receivables shall be payable immediately.

4. Retention of Title

4.1 The items of the delivery (goods subject to the retention of title) shall remain the property of the Supplier until the Buyer has fulfilled all claims arising from the business relationship.

4.2 The Buyer is prohibited from pledging the goods or using them as security while title is being retained.

4.3 In the event of pledges, seizures, attachments or other disposals or interventions by third parties, the Buyer must inform the Supplier without any delay.

4.4 In the event of breaches of obligations by the Buyer, in particular payment default, the Supplier shall be entitled to withdraw from the contract and to take back the goods, having set the Buyer a reasonable deadline for payment without success; statutory provisions regarding the dispensability of setting a deadline shall remain unaffected. The Buyer shall be obliged to hand the goods over.

5. Delivery Dates, Delays

5.1 Meeting delivery dates shall be conditional upon the timely receipt of all documents to be supplied by the Buyer, required consents and approvals, in particular of plans and compliance with the agreed terms of payment and other obligations by the Buyer. If these conditions are not met on time, the delivery dates shall be extended accordingly. This shall not apply if the delay is the Supplier's fault.

5.2 If the failure to meet delivery dates is due to force majeure, e.g. mobilisation, war, insurgency, or similar events, e.g. strikes or lock-outs, the delivery dates shall be extended accordingly.

5.3 If the Supplier is in delay, the Buyer may demand compensation for each complete week of the delay at 0.5%, but a maximum total of 5% of the price for the part of the delivery which could not be commissioned appropriately due to the

delay – as long as the Buyer can substantiate having incurred damages as a result of the delay.

5.4 Both claims for damages by the Buyer due to delivery delays and claims for damages instead of performance, which go beyond the limits referred to in article 5.3, shall be excluded in all cases of delayed delivery including such after the expiry of a deadline that may have been set for the Supplier to deliver. This shall not apply if, in cases of intent, gross negligence or on the grounds of injury to life, body or health, liability is mandatory.

6. Transfer of Risk

6.1 Risk shall transfer to the Buyer as follows, even in the case of carriage-paid deliveries:

6.1.1 In the case of delivery without installation or assembly: on despatch or collection. Deliveries can be insured by the Supplier against the normal transportation risks at the request and cost of the Buyer.

6.1.2 In the case of delivery with installation or assembly: on the day the goods are accepted on the Buyer's site or, if agreed, following faultless test operation.

6.2 If the despatch, delivery, commencement, performance of the installation or assembly, acceptance on the Buyer's own site or test operation is delayed for reasons that the Buyer is responsible for, or the Buyer delays acceptance for any other reasons, the risk shall transfer to the Buyer.

7. Installation and Assembly

The following provisions shall apply to the installation of the assembly, unless otherwise agreed in writing:

7.1 The Buyer must undertake to provide the following at its cost and in good time:

7.1.1 All earth-moving, construction and other extra works outside our industry including skilled and temporary workers, construction materials and tools necessary to do this.

7.1.2 Required equipment and material for assembly and commissioning such as scaffolding, hydraulic ramps, and other devices, fuels and lubricants.

7.1.3 Power and water at the point of use including connections, heating and lighting.

7.1.4 Adequately large, suitable, dry and lockable space at the place of assembly for storing machine parts, apparatus, materials, tools, etc. and reasonable working and break rooms suitable for the assembly personnel including sanitary facilities that are reasonable under the circumstances; in addition the Buyer must take the steps to protect the property of the Supplier and assembly personnel on the construction site that it would take to protect its own property.

7.1.5 Protective clothing and protective equipment, which is necessary as a result of the special circumstances of the place of assembly.

7.2 Before assembly work commences the Buyer must spontaneously (without specific request to do so) provide the necessary information about the position of concealed power lines, gas and water pipes and similar installations as well as the necessary structural information.

7.3 Before installation or assembly commences, the provisions and items necessary for commencing work must be located at the place of installation or assembly and all preparations before commencing construction must have progressed such that the installation or assembly can be commenced as agreed and carried out without interruption. Access routes and the place of installation or assembly must be levelled and cleared.

7.4 If the installation, assembly or commissioning are delayed due to circumstances that are not caused by the Supplier, the Buyer must bear the costs to a reasonable extent for waiting time and additional travelling by the Supplier or assembly personnel that become necessary.

7.5 The Buyer must certify the length of the working time of the assembly personnel on a weekly basis to the Supplier as well as the end of the installation, assembly or commissioning.

7.6 If the Supplier requires acceptance of the delivery following completion, the Buyer must undertake this within two weeks. If this does not occur the acceptance shall be deemed to have been made. Acceptance shall also be deemed to have been made if the delivery has been taken into use – if applicable, following completion of agreed test operation.

8. Accepting Delivery

The Buyer may not refuse to accept deliveries on the grounds of minor defects.

9. Material Defects

The Supplier shall be liable for material defects as follows:

9.1 All parts or deliveries, which exhibit a material defect within the time limit - irrespective of the operating time - are to be repaired, supplied or rendered again, free of charge at the choice of the Supplier as long as the cause already existed at the time the risk transferred.

9.2 Claims for material defects shall lapse after 12 months. This shall not apply if the law stipulates longer periods of time, or in cases of injury to life, body or health, in the event of wilful or grossly negligent breach of obligations by the Supplier or in the event of fraudulent concealment of a defect. The statutory provisions regarding suspension of

expiry, suspension and recommencement of the time limits shall remain unaffected.

9.3 The Buyer must raise complaints in writing to the Supplier regarding material defects without delay.

9.4 In the event of notice of defects, payments may be withheld by the Buyer to an extent that is at a reasonable ratio to the material defects that have occurred. The Buyer shall only be entitled to withhold payments if a notice of defects is brought forward which leaves no doubt about it being justified. If the notice of defects was unjustified the Supplier shall be entitled to demand reimbursement of the expenses it has incurred from the Buyer.

9.5 The Supplier must initially be given the opportunity for supplementary performance within a reasonable period.

9.6 If the supplementary performance fails, the Buyer may withdraw from the contract or reduce payment – without prejudice to any claims for damages pursuant to Art. 13.

9.7 Claims for defects shall not exist in the case of minor deviations from the agreed qualities, natural wear and tear or damage that has occurred after the transfer of risk as a result of incorrect or negligent handling, excessive loads, unsuitable operating materials, defective construction work, unsuitable building ground, or as the result of specific external influences, which are not presupposed by the contract, or in the case of non-reproducible software errors. If inappropriate changes or maintenance work is carried out by the Buyer or third parties there shall likewise be no claims for defects for this or the consequences thereof.

9.8 Claims by the Buyer for the expenses necessary for the purpose of supplementary performance, in particular transport, infrastructure, labour and material costs, shall be excluded to the extent that the expenses increase because the subject of the delivery has subsequently been transported to a place other than the Buyer's site, unless the transfer serves the intended use.

9.9 Apart from this Art. 13 (Other Claims for Damages) shall apply in the event of claims for damages. Further claims by the Buyer against the Supplier or its vicarious agents or such other than those governed by this Art. 9 on the grounds of material defects shall be excluded.

10. Industrial Property Rights and Copyright, Legal Defects

10.1 Unless otherwise agreed, the Supplier shall only be obliged to make the delivery free from third party industrial property rights and copyright (hereinafter 'property rights') in the country of the place of delivery. If a third party asserts justified

rights against the Buyer on the grounds of violation of property rights caused by deliveries made by the Supplier and used in accordance with the contract, the Supplier shall be liable to the Buyer within the period stated in Art. 9.2 as follows:

10.1.1 The Supplier shall at its own choice and cost either obtain a right of use for the deliveries concerned, change them so that the property right is not violated or substitute them. If it is not possible for the Supplier to do so under reasonable terms and conditions, the Buyer shall have the statutory rights of withdrawal from the contract or price reduction.

10.1.2 The Supplier's obligation to pay damages shall comply with Art. 13.

10.1.3 The Supplier's above obligations shall only exist if the Buyer informs the Supplier of the claims asserted by the third party in writing without delay, does not acknowledge a violation and the Supplier's right to take protective measures and undertake settlement negotiations remain reserved. If the Buyer ceases to use the delivery for reasons of mitigation of damage or other cause, it shall be obliged to inform the third party that the cessation is in no way associated with an acknowledgement of a violation of property rights.

10.2 The Buyer's claims shall be excluded if it is responsible for the violation of the property rights.

10.3 The Buyer's claims shall furthermore be excluded if the violation of property rights has been caused by special specifications from the Buyer, an application not foreseeable to the Supplier, or because the Buyer has changed the delivery or used it with products supplied by the Supplier.

10.4 The Supplier's copyright shall not be transferred with this contract. The Buyer shall only have the right to use the planning and approval paperwork exclusively for the performance of the contract. The Buyer shall undertake to treat the paperwork provided by the Supplier as confidential.

10.5 Apart from this, in the event of the violation of property rights, the provisions of Art. 9.4, 9.5 and 9.9 shall apply accordingly to the Buyer's claims governed by Art. 10.1.1.

10.6 If other legal defects exist, the provisions of Art. 9 shall apply accordingly.

10.7 Further claims by the Buyer against the Supplier or its vicarious agents or such other than those governed by this Art. 10 on the grounds of a legal defect shall be excluded.

11. Impossibility, Adaptation of Contract

11.1 If and to the extent that the delivery is impossible, the Buyer shall be entitled to demand compensation unless the Supplier is not

responsible for the impossibility. However, the Buyer's claim for compensation shall be limited to 10% of the value of the part of the delivery which cannot be put into operation as intended due to the impossibility. This limitation shall not apply if liability is mandatory on the grounds of intent, gross negligence or injury to life, body or health; this shall not be connected to a change of the burden of proof to the disadvantage of the Buyer. The right of the Buyer to withdraw from the contract shall remain unaffected.

11.2 If unforeseeable events within the meaning of Art. 5.2 considerably alter the economic meaning or the contents of the delivery, or have a considerable effect on the Supplier's operations, then the contract shall be adapted accordingly in good faith. If this is not economically reasonable, the Supplier shall have the right to withdraw from the contract. If the Supplier wishes to exercise this right to withdraw, it shall inform the Buyer without delay having recognised the implications of the event, even if an extension of the lead time had initially been agreed with the Buyer.

12 Cancellation

12.1 The contract may only be cancelled by either party for cause.

12.2 The Buyer may cancel the contract with the Supplier if the latter has acted with gross negligence. Advance notice of the cancellation of the contract must be given in writing and sent by registered mail with acknowledgement of receipt. The Supplier shall then have the opportunity to respond to the allegations within 30 days and to meet its obligations. If this does not occur the Buyer may then cancel the contract with the Supplier by registered mail with acknowledgement of receipt.

12.3 The requests for payment for the work undertaken before cancellation shall remain effective.

13. Other Claims for Damages

13.1 Claims for damages or reimbursement of expenses by the Buyer (hereinafter: claims for damages) regardless of the legal basis, in particular on the grounds of breach of contractual obligations or unlawful acts, shall be excluded.

13.2 This shall not apply if liability is mandatory, e.g. pursuant to the provisions of the Luxembourg Civil Code ("*Code Civil*"), in cases of intent, gross negligence, on the grounds of injury to life, body or health or breach of essential contractual obligations. The claim for compensation on the grounds of breach of essential contractual obligations shall, however, be limited to foreseeable damage typical of the contract if there is no intent or gross negligence or there is liability on the grounds of injury to body or health. The

above provisions shall not be connected to a change of the burden of proof to the disadvantage of the Buyer.

13.3 If and to the extent that the Buyer shall be entitled to make claims for compensation in accordance with this Art. 13, these shall lapse when the time limit applicable to claims for material defects pursuant to Art. 9.2 expires. In the case of claims for compensation based on the Luxembourg Civil Code, the statutory provisions regarding time limits shall apply.

14. Place of Jurisdiction and Applicable Law

14.1 The sole place of jurisdiction for any disputes arising directly or indirectly from this contractual relationship shall be the Supplier's registered office. The Supplier shall, however, also be entitled to take action at the Buyer's registered office.

14.2 Luxembourg law excluding the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply to the legal relations in connection with this contract.

15. Binding Nature of the Contract

15.1 Even if individual provisions of the contract should be legally ineffective the remaining sections shall remain binding. This shall not apply if adhering to the contract would constitute an unreasonable hardship for one party.

15.2 Should a provision of this agreement be totally or partly null and void or unenforceable, the other provisions shall not be affected. In this case the null and void or unenforceable provision shall be replaced by an effective provision which comes as close as possible to the economic result of the original one. The same shall apply accordingly to any unintentional loopholes in this agreement. This should be based on what the parties would have agreed had they been aware of the incompleteness.