I. General scope of validity

(1) These general terms of purchase (hereafter "purchasing general terms of business" or "purchasing-GTB") hold good for all present and future business relationships between ourselves, namely Beck u. Kaltheuner Feuerfeste Erzeugnisse GmbH & Co. KG (hereafter also „Beck and Kaltheuner"), and the supplier of goods (hereafter also Supplier) and the ordering and purchasing of these goods by Beck and Kaltheuner. These general terms of purchase hold good solely vis à vis enterprises in accordance with Article 310, Para. 1 of the German Civil Code.

(2) With the acceptance and execution of a contract and/or an order Supplier recognizes these purchasing-GTB. General terms of business of Supplier which conflict with or differ from our purchasing-GTB are not recognized and do not form a part of any contract unless we have agreed to the validity of such terms of Supplier in writing. These purchasing-GTB also hold good in situations where we are aware of the fact that the terms of Supplier conflict with or differ from our terms but have nevertheless accepted a delivery of Supplier without reserve.

(3) The concluding of the contract as well as all agreements, which are made between ourselves and Supplier for the execution of this contract, are to be laid down in writing in this contract.

II. Coming into being of the contract

(1) Individual agreements which are reached in individual cases with the seller (including ancillary agreements, additions and changes) shall always have priority over these purchasing- GTB. Decisive for the content of such agreements shall be - aside from proof to the contrary - a contract in writing or, as the case may be, our confirmation in writing of such an agreement/s.

(2) References to the validity of legal regulations shall have only a clarifying significance. Accordingly even without such a clarification the legal regulations shall hold good in so far as they have not been directly changed or explicitly excluded in these purchasing-GTB.

(3) Supplier is obliged to confirm orders by Beck and Kaltheuner within 7 days in writing per letter, fax or e-mail. A late acceptance of an order shall hold good as a new offer and requires acceptance by Beck and Kaltheuner.

(4) If Supplier arranges for a performance, that he is obliged to make, to be carried out by a third party (e.g. a sub-contractor), then Supplier is obliged to inform Beck and Kaltheuner of this fact in writing and without culpable delay. We are entitled to gainsay the issuing of a sub-contract by Supplier for an important reason if our interests are significantly impaired by the issuing of such a sub-contract. In such a case Supplier has to carry out the contract himself.

(5) Goods or components of the main item to be supplied which are not listed in the order but which are essential for the safe and efficient operation or use of the main item (e.g. marking of pallets) hold good as components of the main item; Supplier is obliged to provide such things with the main item without expecting any further remuneration therefor.

(6) In his confirmation of order Supplier has to draw attention explicitly and in an understandable manner to any hazards and possible environmental hazards which are associated with the goods to be supplied as well as to any requirement for special handling of the goods.

(7) With a written communication to this effect we are entitled to change the time and place of the delivery as well as the nature of the packing at any time whereby we shall do this not later than at least 5 calendar day prior to the agreed date of delivery. Should such changes cause delivery delays, which it will not be possible to avoid in the normal production and business operations of Supplier with only reasonable efforts, then the originally agreed delivery date shall be appropriately postponed. Following careful estimation Supplier shall inform us in writing in good time prior to the delivery date but in any case not later than 2 workdays following receipt of our communication in accordance with the first sentence of this clause of the additional costs or delivery delays to be expected.

(8) We are entitled after the concluding of the contract to demand changes to the article to be delivered in accordance with the following rules in so far as the changes are reasonable for Supplier. Supplier has to check every such change without delay and to inform us in writing without delay of the effect of the change on the structure of the contract. This communication obligation shall include clarification as to whether the desired change or changes are technically possible at all and expedient. If the changes are technically possible, a clarification is required on the effects of the desired changes on the structure of the contract as agreed up to this time, e.g. effect on the concept, periods, due-dates, acceptance modalities and remuneration whereby this clarification shall be in the form of an offer. We have then to decide within a reasonable period of time on the execution of the changes vis à vis Supplier. In the case of a positive decision and agreement on the changes to the terms of the contract the change to the order shall become a component of the contract. In the case of insignificant changes Supplier may not demand a change to the contract terms.

(9) We are entitled to withdraw from the contract at any time subject to submitting an explanation in writing on the reason therefor, if we can no longer use or can use only with considerable expenditure the products ordered in our business operation by reason of circumstances for which Supplier is responsible and which circumstances came about after the concluding of the contract (circumstances such as the absence of maintenance of legal requirements), or if the assets situation of Supplier has deteriorated to such an extent following concluding of the contract that a delivery in accordance with the contract can no longer be expected.

(10) Changes to the object to be delivered and its performance characteristics which Supplier intends to make are to be notified to us in writing. Such changes require our agreement thereto in writing in advance.

(11) Offers by Supplier are to be submitted free of charge and are not binding for ourselves.

III. Coming into being of the contract

(1) Prices agreed are fixed prices and shall include all costs for packing, transport up to the reception or, as the case may be, shipment point as stated as well as for customs formalities and customs duties. Turnover tax at the applicable level is to be included in the price in so far as the price has not been explicitly designated as a net price.

IV. Delivery

(1) Fundamentally delivery is to take place free buyer's address and is carried out - even if shipment has been agreed - at the risk of Supplier up to the point in time of complete delivery at the contractually agreed reception or shipment point and up to the point in time of the acceptance of contractually agreed performances. In so far as a place of delivery has not been agreed within the framework of the order, delivery shall take place at the following place: Beck und Kaltheuner GmbH & Co. KG, Dieselstraße 3, 58840 Plettenberg –Köbbinghausen industrial estate. The particular place of delivery is also the place of performance for the delivery and any supplementary performance (obligation to be performed at the creditor's place of business).

(2) Supplier shall insure the delivery at his expense against loss and damage incurred in transport and shall pass on the details of the insurance to us on request.

(3) The acceptance of a delivery that is late does not imply waiving of the right to advance claims for damages and the contractual penalty. If we accept the late delivery we will claim the contractual penalty at the latest with the final payment.

(4) The values determined by ourselves at our incoming goods check shall be decisive for numbers of pieces, weights and dimensions as well as quantities delivered aside from another form of proof.

V. Packing and Packaging and Packaging Waste Regulation (PPWR)

(1) Supplier has to pack the items to be delivered as far as possible in environmentally compatible packing material or, as the case may be, in environmentally compatible containers and to pack them in such a way that transport damage is prevented. The packing for a particular shipment is included in the price (see 4.1). Should by way of exception other agreements be made between Supplier and ourselves, then Supplier shall charge the packing at cost price. In such a case Supplier has to select the packing we state.

(2) Especially necessary markings of the parts and of the products and/or of the packing count as forming part of the scope of delivery.

(3) The Supplier warrants that the supplied packaging and packaging materials comply with all applicable statutory requirements, in particular the Packaging and Packaging Waste Regulation (PPWR), any national laws derived therefrom, and other relevant national regulations.

(4) Upon request, the Supplier shall provide Beck u. Kaltheuner with the information regarding the supplied packaging necessary to fulfill statutory obligations. Any changes to packaging materials or packaging designs that may affect statutory requirements must be communicated in writing prior to delivery.

(5) To the extent necessary to fulfill statutory obligations, Beck u. Kaltheuner is entitled to request appropriate proof of compliance with statutory packaging regulations from the Supplier. The parties shall agree on the scope of the information to be provided, taking into account legitimate confidentiality interests.

(6) The Supplier undertakes to provide written notification of any changes to materials, material compositions, recycling properties, labeling, or packaging dimensions prior to their initial use.

(7) The Supplier undertakes to maintain all documentation required under the PPWR for the duration of the statutory retention periods and to provide Beck u. Kaltheuner with access to or copies of the legally required documents upon a legitimate request.

(8) Upon request, the Supplier must demonstrate compliance with statutory packaging regulations by means of appropriate documentation, insofar as this is necessary to fulfill our statutory obligations.

(9) If the Supplier culpably violates statutory packaging regulations or the aforementioned obligations, and Beck u. Kaltheuner incurs damages or additional expenses as a result, the Supplier shall be liable to the extent provided by law.

(10) The contracting parties undertake to cooperate in a spirit of trust regarding the implementation of new statutory packaging regulations and to exchange the necessary information in a timely manner.

VI. Documents

(1) A delivery note is to be sent with each delivery. In addition to the usual statements, the delivery note must contain our order number, our article number and the delivery address stated in the order. In the case of a delivery of raw materials, Supplier shall list the raw material names and the grain size in a clear manner on all papers, e.g. consignment note, delivery note, invoice etc.

(2) Within the framework of the business relationship Supplier is obliged to state each individual order in all communications such as e-mails, letters, shipment notifications, delivery and packing notes, invoices, consignment notes etc. explicitly and in a traceable manner with at least the purchase department, the complete order number, the date of order and the mark of the order person as well as our transaction number. One copy of each delivery note and packing note is to be attached to each consignment. In the case of deliveries of goods these documents must contain at least:

Quantities and quantity unit, gross, net and if necessary, calculation weight as well as the order number, article designation, remaining quantity in case of part deliveries and our article number.

(3) Invoices of Supplier shall contain our order number and our article number as well as all legally required statements. The official value-added tax is to be shown separately in the invoice. Supplier shall send the original invoice direct to us; it is not to be sent with the delivery. Solely our central e-mail address, namely „rechnungseingang@BEKA-Feuerfest.de“, is to be used for the transmission of invoices per e-mail. We are not responsible for delays in the processing of invoices where such delays result from the sending of invoices to another e-mail address.

VII. Delivery date / delivery time

(1) The delivery dates and periods as agreed are binding. Decisive for the maintenance of the delivery dates and periods is the receipt of the goods at the agreed place of delivery. If the day, on which the delivery has to take place at the latest, is to be set in accordance with the contract, then Supplier comes into default with the end of this day without a reminder having to be sent to this effect by our side.

(2) Supplier is obliged to inform us in writing without delay if circumstances arise or become recognizable for him which indicate that it will not be possible for the agreed delivery or performances date to be maintained. This holds good too for situations in which the supplier is not responsible for the delivery delays. We are entitled to advance claims vis à vis Supplier for the making good of the damage that arises for us in the case of this obligation being infringed.

(3) If goods are delivered earlier than agreed we reserve the right to send them back at Supplier's cost. If goods that are delivered earlier than agreed are not sent back, they will bestored up to the agreed time of delivery at Supplier's cost and risk.

(4) We accept part deliveries only following explicit agreement thereto in writing. Where part deliveries are agreed, the remaining residual quantity is to be indicated clearly.

(5) If Supplier does not carry out his performance or does not do this within the agreed delivery time or if he gets into default, then the rights of Beck and Kaltheuner - in particular in respect of withdrawal from the contract and claiming of damages - shall be determined in accordance with the legal regulations. The modes of regulation laid down in Para. 7.7 remain unaffected thereby.

(6) If Supplier gets into default, we may - in addition to more extensive legally based claims - demand the making good of our damage/loss from the delay in a flat-rate manner at the amount of 1 % of the net price of the goods that are delivered late for each complete calendar week of the delay but overall not more than 5 % of the net price of the goods that are delivered late. It is incumbent on us to prove that a higher amount of damage/loss occurred. It is incumbent on Supplier to prove that no or only a lesser amount of damage/loss occurred.

(7) In the case of construction/installation projects Supplier will be aware that in certain circumstances we need the materials and performances to be delivered for the execution of orders for our own customers. Should in the relationship between ourselves and a particular customer a postponement of the execution date come about, then we are entitled to demand an appropriate postponement of the delivery dates and periods as agreed with Supplier. In such a case the due- date for the settlement of the agreed remuneration shall be appropriately extended.

VIII. Payment / discount / retention of title

(1) In so far as there are no individual agreements on this payment will be carried out as follows whereby the choice is ours:

- Within 14 days from receipt of delivery and invoice with deduction of 2 % discount
- Net within 30 days from receipt of delivery and invoice

(2) We do not owe any due-date interest. The interest on arrears is 5 percentage points over the base interest rate annually. Should we get into arrears the legal regulations hold good whereby - deviating from what is sometimes laid down therein - a reminder in writing by Supplier is always necessary.

(3) Payments do not hold good as a waiving of the right to advance claims of shortcomings and do not represent any form of recognition of fulfilment in accordance with the contract.

(4) In the case of the acceptance of a delivery that is early the due-date for payment is aligned in accordance with the originally agreed delivery date.

(5) Vis à vis Supplier we are entitled to rights of offsetting and holding back as well as claims that the contract has not been fulfilled, our rights being in accordance with the legal scope. In particular we are entitled to hold back payments that are due as long as we are still entitled to make claims vis à vis Supplier of incomplete performances or performances with shortcomings.

(6) Supplier has the right to offset or hold back payments only in the case of claims for money that have been legally established or are not in dispute.

(7) In so far as the packing for the shipment of the goods is invoiced separately on the basis of an agreement, then we are entitled to make this packing - in so far as it is in a usable state - carriage free available to Supplier against a credit note of at least 2/3rds of the invoiced value. In such a case we are entitled to return the packing to Supplier at his cost.

(8) Retention of title rights of Supplier hold good only in so far as they relate to our payment obligation for the particular products to which Supplier claims retention of title. In particular extended or lengthened retention of title claims are not permitted.

IX. Force majeure

(1) 1 Force majeure, industrial disputes, non-culpable operational disruptions and riots release not only Supplier but also ourselves from the performance obligations affected thereby for the duration of the failures / breakdowns. In such a case each party undertakes to pass on to the other party the necessary information within the framework of what is reasonable and without delay and to adapt the obligations to the changed conditions.

X. Liability for defects / warranty

(1) Holding good for our rights in the case of material and legal defects relating to the deliveries and performances (including incorrect and short deliveries as well as unprofessional assembly work, inadequate assembly and operating instructions or instructions for use) as well as other infringements of obligations by Supplier are the legal regulations in so far as something different is not laid down in the following section.

(2) In accordance with the legal regulations Supplier is liable in particular for the fact that the goods - at the time of transfer of risk - have the agreed quality. Holding good in every case as agreement on the quality are those product descriptions, which - in particular through designation in or reference to these in our order - represent part of the particular contract or in a similar manner are included in the contract in the same way as these purchasing-GTB. It makes no difference whether the product description stems from ourselves, from Supplier or from the manufacturer. We are entitled to demand the free of charge presentation of test certificates in respect of the objects delivered by Supplier.

(3) Supplier warrants also that all deliveries and performances are in accordance with the latest state of the art, the relevant legal regulations and the regulations and the directives of authorities, the workers' compensation insurance carriers and trade associations of the Federal Republic of Germany, of the European Union and of the country of use in so far as this is communicated prior to the conclusion of the contract. In addition Supplier warrants the environmental compatibility of the products supplied and of the packing material.

(4) We are not obliged to inspect the goods or to make special enquiries about any defects upon conclusion of the contract. In partial departure from what is laid down in Article 442, Para. 1, Sentence 2 of the German Civil Code, we are also entitled to advance claims of defects in an unrestricted manner in situations where the shortcoming remained unknown to us at the time the contract was concluded as a result of gross negligence.

(5) Holding good for the commercial inspection and reporting of complaints obligation are the legal regulations (Articles 377 and 381, German Commercial Code), subject to the proviso that: Our inspection obligation is restricted to shortcomings which become perceptible and evident at our incoming-goods check without external expertise whereby our obligation also includes that of checking the delivery papers as well as our quality control with random checks (e.g. transport damage, incorrect delivery and short deliveries). There is no inspection obligation in so far as an acceptance procedure has been agreed. Apart from this it is a matter of the extent to which an inspection is feasible taking into account the circumstances of the individual case in accordance with the ordinary course of business. Our reporting of complaints obligation remains unaffected for shortcomings that are discovered at a later time. In every case our complaint (notice of defect) holds good as having been submitted without delay and on time when it reaches Supplier within 5 work days (Monday - Friday) after the discovery of the defect or, in case of an obvious defect, after the delivery at the supplier.

(6) The subsequent fulfilment does also include the removal of the defect good and the refitting if the good has been installed in or at another object according to its type and its intended purpose before the defect was noticeable; Our lawful claim on reimbursement of corresponding expenses (removal and installation costs) is not affected. The expenses incurred by the Supplier for purposes of inspection and remediation, especially costs for transportation, travelling, working and material as well as maybe necessary costs for installation and removal, shall be borne by the Supplier even in situations where it becomes clear that there was in fact no shortcoming. Our liability for damages remains unaffected in the case of unjustified demands for elimination of shortcomings; to this extent however we are liable in situations where we have recognized or, as the case may be, have not recognized that there was in fact no shortcoming in a grossly negligent manner.

(7) If Supplier does not meet his obligation for rectification - by elimination of the shortcoming (repair) or by delivery of a perfect thing (replacement delivery) whereby the choice is ours - within a reasonable period of time set by ourselves, then we may eliminate the shortcoming ourselves and demand from Supplier the making good of the expenditure necessary or, as the case may be, an appropriate advance. No period of time has to be set if the rectification measure is not successful or is unreasonable for us to accept (e.g. on the grounds of special urgency, hazarding of operational safety or the threat of unreasonable disproportionate damage); we will inform Supplier of such a situation without delay or if possible in advance.

(8) Otherwise in the case of a material or legal shortcoming Beck and Kaltheuner is entitled in accordance with the legal regulations to a reduction of the salary or to the right to withdraw from the contract. In addition, we have the right to advance claims for damages and reimbursement of expenses in accordance with the legal regulations.

(9) Section 15 holds good in a supplementary manner in terms of the infringement of proprietary rights.

XI. Supplier recourse and Producer liability

(1) In addition to claims in respect of shortcomings we are entitled to advance claims for recourse within a delivery chain without restriction in accordance with the legal regulations (Articles 478, 445a, 445b and Articles 445c, 327 Paragraph 5, 327u of the German Civil Code). In particular we are entitled to demand fulfilment of precisely that form of supplementary performance (repair or replacement delivery) to which we are beholden vis à vis our customer in an individual case. Our legal right of selection (in accordance with Article 439, Para. 1 of the German Civil Code) remains unrestricted thereby.

(2) Before we recognize or fulfil a claim of shortcoming advanced by our customer (including a claim of reimbursement of expenses in accordance with Articles 445a Para. 1 and 439 Para. 2, 3, 6 Sentence 2, 475 Para. 4 of the German Civil Code), we will inform Supplier of the situation and request Supplier to state his position in writing in a short representation of the situation. If the substantiated statement of position is not received within a reasonable period of time and if a mutually agreeable solution is not reached, then the shortcoming claim as actually proven by ourselves holds good vis à vis Supplier in the same manner as we are beholden to our customer; in this situation the onus is on Supplier to bring proof to the contrary.

(3) Our claims under supplier recourse also hold good in situations where the object delivered has been connected with another product or has been further processed in any way for example through fitting, attaching or installing by us, the customer or a third party.

(4) When the supplier is responsible for a damage of the product, he has to indemnify us from claims of third parties as the reason for the damage is in his area of control and organization and hence is liable for those damages in external relationships himself.

(5) As part of the obligation to indemnify us the supplier has to reimburse expenses according to Articles 683, 670 of the German Civil Code which result out of or in connection with demands of a third party and the recall campaigns executed by us. We will inform the seller as far as possible and reasonable about the content and scope of the recall action and allow him to give a statement. Further legal claims remain unaffected.

XII. Statute of limitation

(1) The mutual claims of the contractual partners expire according to the legal regulations if nothing else is determined in the following.

(2) Departing from Articles 438, Para. 1, No. 3 and 634 Para. 1 No. 1 of the German Civil Code, the general limitation period for claims of shortcomings is 3 years from the transfer of risk. The limitation period commences with the acceptance where an acceptance process has been agreed. The 3 year limitation period also holds good for claims of legal deficiencies whereby the legal limitation period for claims of the restitution of property of third parties (Article 438, Para. 1, No. 1 of the German Civil Code) remains unaffected. Claims because of legal defects do not expire in any case as long as third parties are still allowed to assert the right -especially because of expiration- against us.

(3) If Supplier undertakes with our agreement an examination of the existence of a shortcoming or the elimination of the shortcoming, then the limitation period is inhibited until Supplier has informed us of the result of the examination, has proven to us the elimination of the shortcoming or has refused to continue the elimination of the shortcoming.

(4) The limitation periods for purchase rights including the afore-mentioned extension thereof hold good for all contractual claims of shortcomings as far as legally permissible. In so far as we are also entitled to advance claims for non-contractual damages by reason of a shortcoming, then holding good for these is the regular legal limitation period (Articles 195 and 99 of the German Civil Code), unless the application of the limitation periods under purchase rights leads to a longer limitation period.

(5) Should in the case of the delivery or performance by Supplier it be a matter of one with shortcomings, then the limitation period in accordance with section 12.1 above shall be extended by the time during which the delivery or performance with shortcomings cannot be used but in every case to a maximum period of 42 months from the transfer of risk or acceptance.

XIII. Confidentiality / documents

(1) All the commercial, technical or product related information made available by ourselves including in particular figures, formulas, calculations and formulations regardless of the nature of these and including characteristics, which can be deduced from objects, documents or data that are handed over, as well as other knowledge or experience, in so far as this knowledge or experience is not verifiably public knowledge, is to be kept secret vis à vis third parties and may - in Supplier's own works/premises - only be made available to those persons who must be brought in for the use of the information in connection with the delivery to ourselves; such persons must also be obliged in writing to maintain confidentiality; all the information of the nature covered above remains exclusively our property or, as the case may be, copyright.

(2) The same holds good as appropriate for substances and materials (e.g. software, finished and semi-finished products) as well as for tools, templates, samples and other objects which we make available for Supplier for the production. Such objects - in so far as they have not been processed/machined - are to kept safely and separately at Supplier's cost and protected against damage and loss to an appropriate extent.

(3) Without our agreement thereto in advance in writing such information may not be duplicated or used for business purposes except for deliveries to ourselves. The afore-mentioned confidentiality agreement shall continue to hold good also after the end of the delivery relationship up to the time at which it rightfully becomes public knowledge but for not more than a maximum of 4 years from delivery. The aforegoing confidentiality obligation does not exist if Supplier can prove that he had received the information in a legal manner from a third party prior to it being made known to him or that he had developed the information himself.

(4) On our so requesting all the information and data stemming from ourselves (if necessary including copies or records thereof that have been made) as well as objects that have been handed over on loan are to be given back to us without delay and complete or are to be destroyed and their destruction confirmed in writing whereby the choice is ours. We reserve all rights to such information and data (including copyright rights and the right to use commercial rights such as patents, registered designs, trademark protection rights etc.). In so far as this information and data was made available to us by third parties, then this reservation of rights holds good too in favour of these third parties.

(5) Licences or warranties are not linked with information and/or data transmitted to Supplier.

(6) Products, which are manufactured in accordance with documents produced by ourselves, e.g. drawings, patterns or models or similar things, in accordance with our formulations or our confidential statements or in accordance with those of our formulas, which are not known in the public sphere, or which are manufactured with our tools or copies of tools, may be used neither by Supplier himself nor may they be offered or delivered to third parties.

XIV. Proprietary rights

(1) Supplier warrants that - in connection with his delivery - no rights of third parties in countries of the European Union or in other countries, in which countries he manufactures the product himself or has them manufactured are infringed.

(2) If claims are advanced against us by a third party on the grounds of the infringement of such rights, then Supplier is obliged to exempt us from these claims on our first written request in this connection.

(3) In the case of claims for damages advanced by third parties, the onus is on Supplier to prove that he is not guilty of the infringement of the rights of the third party. We are not entitled to reach any agreements with and in particular we are not entitled to enter into a settlement with the third party in so far as Supplier should take responsibility for this.

(4) Supplier's exemption obligation covers all expenditure, which necessarily arises for us from or in connect ion with the claim made by the third party in so far as Supplier does not prove that he is not responsible for the infringement of his obligations forming the basis of the claim of the infringement of proprietary rights.

(5) Holding good for the limitation period for such claims is section 12.

XV. Manufacturer liability / exemption / liability insurance protection

(1) In so far as Supplier is responsible for a case of product damage, then he is obliged to exempt us from the claims for damages of third parties on our requesting this for the first time in so far as the cause of the product damage lies in his field of control and organization and he is himself liable.

(2) Within the framework of his own liability for cases of damage in the sense of Para. (1) above, Supplier is also obliged to reimburse to us any expenditure in accordance with Articles 683 and 670 of the German Civil Code or in accordance with Articles 830, 840 and 426 of the German Civil Code, which expenditure arises from or in connection with a recall action initiated by ourselves in a lawful manner. In so far as this is possible and reasonable we will inform Supplier in good time and in advance of the nature and scope of such a recall measure and give him the opportunity to state his position.

(3) Supplier undertakes to maintain product liability insurance cover with a sum insured of 10 million euros per case of bodily injury / material damage as blanket coverage; if we are entitled to advance more extensive claims for damages, then these remain unaffected thereby.

XVI. Items made available / tools

(1) Objects provided by ourselves such as in particular materials, substances, parts, containers and packing material may be used only for the purpose for which they are intended.

(2) We retain title to any parts which we make available at Supplier's (reserved goods). Processing or converting by Supplier is carried out for us. If our reserved goods are processed with other objects which do not belong to us, then we shall acquire joint title to the new thing in the ratio of the value (purchase price plus turnover tax) of our thing to the other things processed at the time of the processing.

(3) If the thing made available by ourselves is mixed in an inseparable manner with other objects which do not belong to us, then we shall acquire joint title to the new thing in the ratio of the value (purchase price plus turnover tax) of the reserved goods to the other things in the mixture at the time of the mixing. If the mixing is carried out in such a way that the thing of Supplier is to be regarded as the main thing, then it holds good as agreed that Supplier transfers to us the proportionate amount of joint title; Supplier shall look after the thing with sole title or with joint title for us.

(4) Tools made available by ourselves may be used by Supplier solely for the performance in accordance with the contract. Supplier is obliged to insure the tools belonging to us and made available to him at their new value at his expense against damage/loss from fire, water and theft.At the same time he assigns to us now all claims for compensation from this insurance; herewith we accept this assignment.

(5) Supplier is obliged to carry out at his expense and on time any necessary maintenance and servicing work as well as all maintenance and repair work on in each case our tools. Supplier has to inform us without delay of any malfunctions; claims for damages remain unaffected if he fails to do this in a culpable manner.

(6) If the value of the security rights due to us from paragraphs 3 and/or 4 above exceed the purchase price of all the reserved goods, which Supplier has not yet paid to us, by more than 10 %, then on Supplier so requesting we are obliged to release the security rights whereby we have the right to select the rights to be released.

XVII. Choice of law / legal venue

(1) Holding good for these purchasing general terms of business and all legal relationships between ourselves and Supplier is the law of the Federal Republic of Germany whereby application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(2) If Supplier is a merchant in the sense of the German commercial code, a legal entity under public law or a special fund under public law, then the sole legal venue - also international - for all disputes resulting from the contractual relationship is our seat in Plettenberg. However we are also entitled to bring an action at the place of performance of the delivery obligation or at the general legal venue of Supplier. Legal regulations with priority, in particular exclusive competences, remain unaffected.