

General Conditions for repair works and services of BILSTEIN GROUP, Hagen / Germany

Version 08/2014

I. Application

1. These Conditions shall apply in addition and complementary to the General Conditions of Purchase / General Procurement of BILSTEIN GROUP.
2. Unless otherwise agreed, the following contract documents shall apply. In the event of any contradictions within the contract documents, the order of precedence shall be according to the following order:
 - Our order letter including the tender specifications
 - Minutes of the negotiations (a younger document shall take precedence over an older document)
 - Our General Conditions for repair works
 - Our General Conditions of Purchase / General Procurement
 - The standards, specifications, regulations, manufacturer specifications etc. and all TÜV (Technical Inspection Agency) guidelines, industrial law guidelines and all laws, ordinances and local by-laws pertaining to the relevant contract, including the provisions in regard to accident prevention and environmental protection applicable at the place of performance.
3. The present Conditions shall apply to the supply of staff and technical equipment in regard to the performance of repair works for any BILSTEIN GROUP company.

II. Performance

1. If and in so far as it is agreed that the works and services to be performed by Supplier are subject to our call order, such call orders require written form. This demand is being met also by telefax and e-mail transmission. In exceptional cases the call order can be made via telephone, if the corresponding written call order is submitted shortly after.
2. Supplier shall employ duly qualified and German speaking staff as well as equipment and devices which are technically up-to-date, approved by TÜV (Technical Inspection Agency) and comply with the applicable provisions on accident prevention.
3. Unless otherwise agreed, Supplier shall independently provide all technical equipment and devices, energy supply (e.g. electricity) and storage areas required in order to provide the works and services due.
4. Supplier ensures a uniform appearance of the staff employed. The staff shall in particular wear Supplier corporate clothing each with an individual badge with the name of the employee.
5. Prior to starting any works Supplier shall name in writing a duly qualified and German speaking contact person responsible for the performance of the works including his relevant contact details (phone, fax, e-mail).
6. If and in so far as the works and services will probably cause interruptions or

shutdowns of our business operation the Supplier's contact person shall immediately inform us on the expected scope and duration of interferences.

7. In order to ensure the identification of the technical equipment used by Supplier on our premises or construction sites Supplier shall keep and submit to us an up-to-date inventory list.

8. Prior to setting up technical equipment and in regard to any potential interference according to the foregoing clause 6 Supplier shall consult with our contact person in charge. Unless otherwise indicated, our contact persons are:

- Mr. Mühlnickel: Tel: 02334- 82 4 2700
(helmut.muehlnickel@bilstein-kaltband.de)

- Mr. Halt: Tel: 02334- 82 4 2750
(manfred.halt@bilstein-kaltband.de)

III. Default

1. Supplier shall perform the agreed repair work within the time limit. If and in so far as the order or other contract documents do not contain any due date regarding the completion of the agreed works and services, Supplier shall complete them within 30 calendar days after receipt of the order.

2. In the event Supplier is responsible for exceeding the agreed completion date or is in default in any way Supplier shall be obliged to pay 0.15% of the net order total and a maximum of 8% of the net order total for every working day which the deadline is exceeded or delayed as liquidated damages. The Supplier shall prove that he is not at fault.

3. Without prejudice to the foregoing provisions we reserve the right to claim further damages incurred, in particular, we are not restricted to exercise any further or more extensive rights or claims.

4. If and in so far as Supplier proves that no damage has occurred to us or a damage below the flat-rate sum defined in clause 2 of the present section, our claims are reduced accordingly.

IV. Liability

1. Supplier undertakes to release us from any third party claim which derives from a breach of obligations by the Supplier, his staff or any other person employed to perform his obligations. If and in so far as this claim for release is equivalent to a liability for damages of Supplier, it is required that Supplier, his staff or any other person employed to execute the contract has acted negligently.

2. Our liability for breach of any contractual or extra-contractual obligations - including our responsibility for our managerial staff and any other person employed to perform our obligations - shall be restricted to damages caused by our wrongful intent or by our gross negligence and shall in no case exceed the foreseeable losses and damages characteristic for the type of contract in question.

3. The foregoing restrictions shall not apply to such cases where we breach our fundamental contractual obligations and where such breach of contract will endanger the contractual purpose; it shall neither pertain to damages to life, to the body or to

health caused by our fault nor to any cases where we have assumed a guarantee. Our contractual obligations shall be considered to be fundamental if they are required to safeguard the due performance of the contract and on which Supplier typically may rely on. Any statutory rules regarding the burden of proof shall remain unaffected.

V. Property rights, know-how

1. Supplier shall grant us the gratuitous right to use industrial property rights and know-how applied by Supplier for the purpose of the contract's fulfilment, for our subsequent business operation. All documentation, drawings and software programmes created by Supplier in connection with the repair works shall be subject to our unlimited property rights and rights of disposal.

2. Supplier shall assign to us the usage and application authorisations for all works and services protected by copyright in connection with the execution of the contract. Supplier declares he is neither aware of any industrial property rights of third parties nor of any claims which have been asserted against him in this regard.

VI. Insurance

1. Supplier is obliged to prove that he has effected a business liability insurance with a minimum blanket coverage of € 5 million per case. This insurance shall be maintained until complete fulfilment of the relevant contract.

2. The insurance shall be proven by submission of a written confirmation of coverage of the insurer. Supplier shall immediately inform us in writing about any changes of the insurance conditions with effect to the agreed coverage.