

GENERAL TERMS & CONDITIONS (GT&C)

mibostahl tools, trading and service GmbH

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Germany

SECTION 1 VALIDITY OF THE GT&C

(1) Our deliveries, services and offers are governed exclusively by these General Terms & Conditions. They shall therefore also apply to all future business relations without the need to be expressly agreed once more. The GT&C shall be deemed agreed upon no later than the time of acceptance of the goods or services. Any counter-confirmations from the customer with reference to the customer's own terms of business or terms and conditions of sale are hereby rejected.

(2) Any agreements between us and the customer for the purpose of contract fulfilment must be made in writing. Collateral agreements, reservations, amendments or supplements to the contract and its terms require our approval in written form.

SECTION 2 OFFER & CONCLUSION OF CONTRACT

(1) Our offers remain subject to change and non-binding until the time when an order confirmation has been received. Declarations of acceptance and orders require our written or electronic (email) confirmation.

(2) Drawings, images, dimensions and weights or any other specification data shall only be binding when expressly agreed in writing.

(3) Our employees are not authorised to enter into verbal collateral agreements or make verbal representations beyond the content of the written contract.

SECTION 3 PRICES

(1) If nothing to the contrary has been agreed in writing, our prices shall apply ex works, plus packaging, transport and value added tax in the respectively applicable amounts.

(2) Our minimum order value is EUR 200.

Orders of a lesser total order value will incur a minimum order surcharge of EUR 50.

(3) For deliveries in the EU, VAT shall not be applicable when proof of the validity of the VAT identification number is provided. For deliveries to non-EU countries, VAT shall not be applicable upon presentation of proof of export (confirmation of arrival). The relevant proof is to be submitted in a timely manner; otherwise we will invoice the amount with the currently valid rate of value added tax according to Germany's law on value added tax.

(4) Unless otherwise agreed in writing, we shall consider ourselves bound to the prices stated in our quotes for a period of 90 days after submission. Otherwise, the prices stated in our order confirmation plus the currently applicable sales tax amount shall apply. We are entitled to adjust the prices stated in the order confirmation or other written agreements to match any increases in material costs or wages coming into effect until the date of delivery. Additional goods and services shall be invoiced separately.

(5) Any costs incurred outside Germany, e.g. taxes, fees and custom duties, are not included in our prices.

SECTION 4 DELIVERY & PERFORMANCE TIMES

(1) Delivery dates and deadlines, as well as performance dates and deadlines that may be agreed bindingly or non-bindingly, require the written form. Delivery times are stated according to calendar week. The calendar week shall be the delivery week (for mibostahl's outgoing orders), unless delivery has been agreed in writing for a specific date.

(2) We shall not be held responsible for delays in the delivery of goods and services even for bindingly agreed dates and deadlines in case of force majeure and events significantly impairing or rendering impossible our delivery not just temporarily, including but not limited to strikes, lockouts, official orders, etc., also when these events occur at the facilities of one of our suppliers or their subcontractors. These entitle us to delay the delivery or service for the duration of the impairment and a reasonable start-up period, or to withdraw completely or in part from the contract with respect to the yet to be fulfilled portion thereof.

(3) Should the impairment continue for more than three months, the customer shall be entitled, after a reasonable grace period, to withdraw from the contract with respect to the yet to be fulfilled portion thereof. If the delivery or service period is extended or if we are released from our obligation, the customer will not be entitled to derive any claims for compensation. The aforementioned circumstances may only be invoked by us if we notify the customer of the relevant circumstances without delay.

(4) We are at all times entitled to provide partial deliveries or partial services, unless the customer has stated expressly that he is not interested in partial deliveries or partial services. We are furthermore entitled to submit partial invoices for partial deliveries.

(5) Compliance with delivery and service provision obligations on our part depends on the punctual and correct compliance with obligations on the part of the customer.

(6) In the event that the customer is in default of acceptance, we shall be entitled to claim compensation for the damages incurred by us; the risk of accidental deterioration and accidental loss passes to the customer from the time of acceptance default.

SECTION 5 PAYMENT

- (1) The payment of the purchase price shall be made only to the EURO account specified on our business papers. The invoice number and customer number are required when making the transfer. Bank fees incurred for payments made from abroad shall be borne only by the sender/payer. The option "OUR" (sender pays costs) is to be selected when making the transfer.
- (2) Unless agreed otherwise, our invoices shall be due 30 days (net) after the invoice date.
- (3) In the event of late payment, we shall be entitled to claim interest as general compensation at an annual rate of 8 percentage points above the base interest rate from the time of default. The interest rate shall be decreased if the customer proves that charges are lower; we are, however, entitled to prove that our damage is higher.
- (4) Where payments are made in a currency other than euro, we shall be entitled to claim exchange rate losses incurred due to the customer's default on payments.
- (5) In the event that bills of acceptance, bank drafts or cheques are accepted payment forms, these shall be accepted provisionally until settled, and until the full amount has been irrevocably credited to our account. Bank, discount and collection fees shall be the responsibility of the customer.
- (6) With reference to Section 4 Number (5) of our GT&C, we point out that we are entitled to withhold the provision of additional services or deliveries, should the customer default on due payments.
- (7) If circumstances become known to us which call the customer's credit standing into question, we shall be entitled to demand advance payments or collateral securities as well as immediate payment of the entire outstanding debt.
- (8) The customer is only entitled to set off, withhold or reduce payment, even if complaints or counterclaims have been asserted, where these are undisputed or have been determined by a court of law.

SECTION 6 SHIPPING & PASSING OF RISK

- (1) Goods are shipped at the customer's expense and risk.
- (2) In the case of shipped goods, the risk is transferred to the customer at the time of handover of the goods to the shipping agent, or when the goods have left our warehouse for shipping. Where shipping is delayed upon request by the customer, the risk is transferred to the customer at the time of the notification of readiness for shipping.
- (3) Where collection has been agreed, the handover of the goods must occur on the date agreed in writing or, where no date was agreed, within 14 days of the customer's receipt of the notification of readiness for shipping. Should collection be delayed due to reasons for which we are not responsible, we shall be entitled to invoice the customer for the warehouse costs incurred at our warehouse or at a third party from the 15th day.
- (4) We shall select the packaging, shipping container and shipping route at our due discretion, unless the customer has provided specific instructions.
- (5) INCOTERMS 2010 shall additionally apply for deliveries to foreign countries, unless agreed otherwise in our GT&C or in the relevant contract.

SECTION 7 RETENTION OF TITLE

(1) We shall retain ownership of the delivered object until receivables arising from the delivery contract have been paid in full. We are entitled to take back the object of purchase if the customer acts in violation of the contract.

(2) The customer is required to treat the object of purchase with care until its title has been transferred. Where required by us, the customer shall take out adequate new value insurance at his or her own cost to protect the object of purchase against theft, fire and water damage. Until the title of the object of purchase has been transferred, the customer must notify us immediately in writing, should the delivered object be impounded, or exposed to other interventions of third parties. If a third party is unable to reimburse us with court expenses and out-of-court costs for a lawsuit pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for our losses.

(3) The customer is entitled to resell the reserved goods in orderly business. The customer here and now assigns to us the receivables from the resale of the reserved goods in the amount of the final invoice total agreed with us (including value added tax). This act of transfer applies regardless of whether the sales item is sold without processing or after processing. We accept the transfer with immediate effect. The customer shall remain entitled to enforce the claim after transfer. Our right to collect the account receivable ourselves shall remain unaffected. However, we undertake to refrain from collecting the claim as long as the customer meets his payment obligations from the collected proceeds, is not in delay of payment and, in particular, has not filed an application to open insolvency proceedings, and no cessation of payments has occurred.

(4) Any processing or modification of the object of purchase by the customer shall be undertaken in our name and on our behalf. In that case, the expectant right of the customer to the processed or transformed object of purchase remains in force. Where the object of purchase is processed with other objects not belonging to us, we shall acquire joint ownership of the new resulting object in proportion to the objective value of our object of purchase in relation to the other processed objects at the time of processing. The same shall apply in the case of inseparable compounds. Where the resulting compound consists in the majority of the customer's object of purchase, it shall be presumed that the customer shall assign proportional co-ownership to us, and shall protect our interests accordingly.

(5) At the request of the customer, we undertake to release the securities to which we are entitled to, to the extent that the realisable value of our securities exceeds 20%.

SECTION 8 REIMBURSEMENT OF EXPENSES

Where a contract is terminated by mutual agreement or by operation of law due to reasons out of our control, we shall reserve the right to invoice the customer for our expenses incurred for transport, storage and production.

Reimbursement of expenses is limited to 25% of the order value. The right to claim compensation for damages shall remain unaffected.

SECTION 9 RIGHTS OF THE CUSTOMER ARISING FROM DEFECTS

- (1) The statute of limitation for claims for defects is one year from the date of product delivery or provision of our services.
- (2) Non-compliance with our operating instructions, modifications to the product or part exchanges shall void the right to claims for defects for our products and services, provided the customer is unable to refute any substantiated allegation that one of those conditions resulted in the defect. Warranty for normal wear and tear is not provided.
- (3) The customer must notify us immediately in writing of any defects in the products delivered by us, or latest within one week of the receipt of the goods. Defects which are not detected within that period despite careful review must be notified to us in writing immediately upon detection.
- (4) We shall, in any case, retain the right to choose between a rectification of defects and a redelivery.
- (5) Where the cost of work necessitated for the purpose of subsequent performance is increased due to the delivered goods having been moved to a location other than the original place of fulfilment, these additional costs shall be the responsibility of the customer.
- (6) Should the rectification of defects fail after a reasonable grace period, then the customer shall be entitled to choose between a reduction of the purchase price or withdrawal from the contract. Remedial efforts shall be deemed as failed following three unsuccessful attempts on our part to rectify the defect.
- (7) Claims for defects are reserved for our direct customers only, and are non-transferable.

SECTION 10 LIABILITY

- (1) Claims for damages of damages are excluded regardless of which obligations were violated, including tortious claims, in so far as there is no wilful misconduct or gross negligence on our part.
- (2) We shall be liable for the breach of material contractual obligations in the event of negligence but only for reimbursement of the typically foreseeable damage. Claims for lost profits, saved expenditures, from third party claims for compensation of damages as well as for other indirect and consequential damage cannot be requested, unless a characteristic guaranteed by us has the purpose of protecting the customer against such damage or loss.
- (3) The exclusions and limitations of liability stated in paragraphs 1 and 2 shall not apply for claims resulting from wilfully malicious conduct on our part and with regards to liability for guaranteed characteristics, to claims under the German Product Liability Act (ProdHaftG) or to loss or damage resulting from death, bodily injury and harm to health.
- (4) Where our liability is excluded or limited, the same shall apply for our employees, representatives and vicarious agents.

SECTION 11 PROPERTY RIGHTS

- (1) Our products are protected by trademark laws. The customer must comply with all resulting property rights.
- (2) The customer must furthermore hold confidential all technical information about our products made available to him against third parties, unless a written agreement has been negotiated for individual cases to allow the disclosure of information. Our catalogues and product descriptions are exempted from this stipulation.

SECTION 12 APPLICABLE LAW, PLACE OF JURISDICTION, SEVERABILITY

- (1) These GT&C and the entire legal relationship between us and the customer are exclusively subject to the laws of the Federal Republic of Germany.
- (2) If the customer is a merchant, legal entity under public law or of special funds under public law, the place of fulfilment and the exclusive place of jurisdiction shall be the registered office of our company in 58135 Hagen (Germany) for all direct or indirect disputes arising from the contractual relationship.
- (3) Should a provision contained in these GT&C or any provision in other agreements be or become invalid, their inapplicability shall not affect the validity of all remaining provisions or agreements.