

General Terms and Conditions of DAS Environmental Expert GmbH for Companies as of April 2010

1. Scope of Application

- 1.1. The general order and delivery conditions apply exclusively for companies as defined by § 14 of the German Civil Code BGB, i.e. natural or legal persons who purchase the goods or services for commercial or professional use.
- 1.2. For the business relationship with our customers, also for information and advice, only the following conditions (GTC) shall apply. Once the GTC have been incorporated into the business transactions with our customers, they also apply for any other business relationship between the customer and us, unless otherwise agreed in writing. Conditions of the customer do only apply if and to the extent to which we acknowledge them in writing. If, with regard to such deviating conditions, we remain silent, this in particular is not deemed an acknowledgement or approval; this also applies to future contracts. Our conditions apply in lieu of possible conditions of purchase of the customer, even if they stipulate that the order acceptance means the unconditional recognition of the conditions of purchase, or if we deliver after the customer pointed out the validity of his general conditions of purchase, unless we have expressly waived the validity of our GTC. By accepting our order confirmation, the customers expressly acknowledge that they waive an objection derived from their conditions of purchase.

2. Information/Advice/Properties of the Products

- 2.1. Information and explanations regarding our products are only given on the basis of the experience we have gained until now. The values indicated herein shall be considered average values. Any information on our products, especially the images, drawings, dimension and equipment data as well as other, especially technical data, which are specified in our offers and publications, are to be considered as approximate average values. Also, characteristics not provided with tolerances, as they are included in catalogues and/or brochures, as well as notes and advice of our employees are subject to deviations and changes customary in trade, in particular technical developments. Our application instructions are written with the care customary in trade; however, they do not exempt our customers from the obligation to check the products for the purpose assumed by them.
- 2.2. We do only assume an obligation to advise expressly by virtue of a written advisory contract.
- 2.3. A reference to standards, similar technical regulations and technical information, descriptions and images of the delivery item in offers, brochures and our advertisement shall only constitute a property of our products if we have expressly declared the condition to be a "property"; otherwise they are non-binding general descriptions of performance.
- 2.4. A guarantee is only deemed assumed by us if we have designated a characteristic as "legally guaranteed" in writing.
- 2.5. We reserve property rights and copyrights of samples, images, drawings, weight and dimension data, performance and other property descriptions, cost estimates and other documents about our products and services. The customers undertake not to disclose the documents listed in the preceding sentence to third parties, unless we grant our express written approval.
- 2.6. All our products are being updated constantly and adapted to the progressive state of technology. Therefore, we reserve the right to change the products even after the order using reasonable discretion (§ 315 BGB).
- 2.7. Unless we have agreed otherwise in writing with the customer, we do not assume a liability for the usability of our products regarding the use intended by the customer, except for the legally mandatory liability.

3. Sample Copies/Models

The properties of manufactured sample copies or models only become an integral part of the contract if this was expressly agreed in writing. The customer is not entitled to utilize and pass specimens or samples. Our samples, models and prototypes remain our property and must neither be utilized nor made available to third parties without our written approval.

4. Conclusion of Contract/Scope of Delivery/Acceptance

- 4.1. Our offers are subject to change, unless they are marked as binding or if they contain binding commitments. They are requests to order. A contract only comes about – also during normal business transactions – if we confirm the order of the customer in writing (also via fax or e-mail). Our confirmation of the order is decisive for the content of the delivery contract. In case of immediate delivery, our confirmation may be replaced by our invoice. Page 2
- 4.2. Any and all agreements, subsidiary agreements, assurances, and alterations of the contract shall be made in writing. This also applies for the exclusion of the written form agreement itself. Oral alterations or amendments of the contract are void. The priority of an individual agreement (§ 305 b BGB) remains unaffected.
- 4.3. In the event of call orders or acceptance delays caused by the customer, we are entitled to procure the material for the complete order and to manufacture the entire order volume immediately. Possible customer requests for changes after placement of the order can therefore not be taken into consideration anymore, unless this was expressly agreed upon.
- 4.4. Prior to conclusion of the contract, the customer shall inform us in due time and in writing about possible particular requirements on our products.
- 4.5. We are entitled for carrying out excess or short deliveries regarding the quantity of units or the weight of up to 5% compared to the order volume.
- 4.6. The acceptance of a procurement risk not only lies in the obligation to deliver an item defined only by its type. We only assume a procurement risk by virtue of a written, separate agreement using the phrase "we assume the procurement risk".
- 4.7. If the acceptance of products or the dispatch is delayed for a reason for which the customer is responsible, we are entitled at our option, after setting and expiration of a 14 days grace period, to either require the immediate payment of the purchase price or to withdraw from the contract or to refuse the fulfillment and claim for damages instead of the entire service. The deadline must be set in writing. We do not have to point out again the rights deriving from this clause. In the case of claims for damages the damages to be paid shall at least be 10% of the net delivery price. The right to prove a different amount of damage or the non-occurrence of damage is reserved for both parties.
- 4.8. If the dispatch is delayed at request of the customer or for reasons for which the customer is responsible, we are entitled to, starting with the expiry of the deadline set with the written notice of readiness for dispatch, store the goods and to invoice the costs resulting from this with 1% of the net amount invoiced for each month commenced. The enforcement of further rights remains unaffected. The proof that lower cost expenditure was caused is reserved to the customer. After expiry of the deadline we are furthermore entitled to otherwise dispose of the goods covered by the contract and to provide the customer with a new delivery within a reasonable period of time.

- 4.9. In case of delayed delivery order or delivery schedule by the customer we are entitled to postpone the delivery by the same period of the delay by the customer plus a reasonable planning period.

5. Delivery/Delivery Time/Delayed Delivery/Return of Goods

- 5.1. Binding delivery dates and deadlines must be expressly agreed in writing. In case of non-binding or approximate (approx., about etc.) delivery dates and deadlines we use our best endeavors to keep them.
- 5.2. Delivery periods shall begin upon receipt of our confirmation of the order by the customer, however, not before all details of the execution of the order are clarified and all other requirements to be fulfilled by the customer are existent, in particular advance payments or securities are completely provided. Corresponding regulations apply to delivery dates. If the customer has requested changes after placement of the order, a new delivery deadline begins with the confirmation of the change by us.
- 5.3. Deliveries before the expiry of the delivery date shall be admitted. In case of obligations to be performed at the place of business of the debtor, the day of notice of readiness for dispatch, otherwise the day of product dispatch, shall be considered as delivery day. We are entitled to make partial deliveries.
- 5.4. Interest in our performance shall lapse for lack of any other written agreement only if we fail to deliver essential parts or if we deliver them with delay.
- 5.5. Unless otherwise agreed, delivery is carried out at call in case of long-term contracts, and also in case of individual contracts within the agreed delivery deadline at our discretion. We can deliver the goods at the 1st workday after conclusion of the contract and at any time within the delivery deadline during the common business hours of the customer.
- 5.6. If we delay in delivery, the customer shall first set a reasonable grace period of at least 14 days for the performance, unless unreasonable. If this grace period passes ineffectively, claims for damages due to breach of duty - for whatever reason - only exist in accordance with the regulation under number 11.
- 5.7. We are not in delay as long as the customer is in delay with the fulfillment of obligations towards us, also with obligations resulting from other contracts.
- 5.8. As long as means of transport to be provided by the customer are not available, we are not obliged to deliver. However, in case of feasible shipping or call order we are entitled to carry out the delivery by means of own or rented means of transport. Also, the goods are shipped at the customer's risk in this case.

6. Reservation of Proper Delivery/Force Majeure/Other Obstructions

- 6.1. If in spite of proper provisions, we do not, not correctly or not in time receive delivery or performance of our subsuppliers for reasons for which we are not responsible, or if events of force majeure occur, we will inform our customer in due time in writing or in text form. In this case we are entitled to postpone the delivery by the duration of the obstruction, or to withdraw from the contract in parts or completely due to the part not yet fulfilled, if we fulfilled the preceding duty to inform and did not assume the procurement risk. Force majeure is equivalent to strikes, lockouts, official interventions, energy and raw material shortage, transport bottlenecks through no fault of our own, operation obstacles through no fault of our own – e.g. by fire, water and machine damages – and all other obstacles which under an objective perspective were not culpably caused by us.
- 6.2. If a delivery date or a delivery deadline is agreed with binding force and if the agreed delivery date or delivery deadline is exceeded for reasons according to 6.1, the customers are entitled - after a grace period has passed ineffectively - to withdraw from the contract due to the part not yet fulfilled, if it cannot be objectively expected from them to adhere to the contract. Further claims of the customers, in particular claims for damages, are excluded in this case.

7. Dispatch/Transfer of Risks

- 7.1. Unless otherwise agreed in writing, the products are delivered ex works and a possible agreed dispatch by us is carried out without insurance and with the obligation to be performed at the debtor's place of business and obligation to be performed at the creditor's place of business at the risk and the expense of the customer.
- 7.2. In case of agreed dispatch, the choice of the transport route and the means of transport remain reserved to us. However, we will endeavor to consider the wishes of the customer regarding mode of dispatch and dispatch route. Additional costs resulting from this – also in case of agreed carriage paid delivery – shall be borne by the customer. If dispatch is delayed at the customer's request or by fault of the customer, we store the goods at the customer's expense and risk. In this case the notice of readiness for dispatch is equivalent to dispatch.
- 7.3. The risk of accidental loss or accidental deterioration is transferred to the customer upon handover of the products to be delivered to the customer, forwarder, freight carrier or other companies entrusted with the execution of dispatch, however, at the latest when the goods leave our factory, warehouse or branch, unless an obligation to be discharged at creditor's domicile was agreed.
- 7.4. If the delivery is delayed because we assert our right of retention due to the customer's default of payment in whole or in part or due to a reason for which the customer is responsible, the risk is transferred to the customer at the latest from the date of the notice of readiness for dispatch on.

8. Breach of Duty/Warranty

- 8.1. The customer shall immediately give notice of visible defects, however, not later than 12 days after pickup in case of delivery ex works, otherwise after delivery; hidden defects shall be reported immediately after their discovery, however at the latest within the warranty period according to number 8.6. A notice of defects not submitted in due time shall exclude any claims for defects by the customer.
- 8.2. Defects that are visible upon delivery must be reported to the carrier and recording shall be arranged by the carrier. Notices of defects must include a description of the defect which is as detailed as possible. A notice of defects not submitted in due time shall exclude any claims by the customer resulting from breach of duty due to defects. If defects in number and weight were already visible upon delivery according to the preceding duties to inspect, the customer shall complain towards the carrier about these defects upon receipt of the products and have this complaint certified. In this respect, a notice of defects not submitted in due time shall also exclude any claims of the customer arising from breach of duty due to defects.
- 8.3. Prior to asserting any other rights, the customer shall immediately give a written admonition of any other breach of duty setting a reasonable remedy period.
- 8.4. If a defect exists it shall be eliminated at our own option – except in the case of delivery recourse according to §§ 478, 479 BGB – by rectification or replacement free of charge.
- 8.5. We will eliminate any defects for which the customer itself is responsible and incorrect complaints on behalf of and at the expense of the customer, if the customer is a businessman.

- 8.6. If the breach of duty exceptionally does not relate to a work performance on our part, withdrawal from the contract is excluded if our breach of duty is insignificant.
- 8.7. For verifiable material, production or construction defects, we grant a warranty for a period of 1 year, counted from the day of the beginning of the statutory limitation period, unless deviations were expressly agreed in writing or there is a case of §§ 478, 479 BGB (right of recourse). This does not apply to claims for damages resulting from a guarantee for an injury of body, life or health, fraudulent or willful acting or if in cases of § 438 sec. 1 No. 2 (constructions and items for constructions) and § 634 a sec. 1 No. 2 (construction defects) a longer period is set.
- 8.8. If the customer or a third party rectifies a product improperly, we shall not be liable for the consequences resulting thereof. The same applies to any modifications of the delivery item without our prior approval.
- 8.9. Further claims by the customer for or in connection with defects or consequential damages caused by defects, for whatever reason, shall only exist in accordance with the provisions of number 11, unless they are claims for damages resulting from a guarantee which is intended to cover the customer against the risk of possible damages. However, also in this case we shall only be liable for typical and foreseeable damages.
- 8.10. Our warranty and the liability resulting thereof shall be excluded if defects and damages connected therewith cannot be proven to be caused by faulty material, faulty construction or by deficient execution or deficient instructions of use. This does not apply in case of fraudulent or willful behavior on our part or injury of body, life or health. The warranty and the liability resulting thereof shall particularly be excluded for the consequences of faulty use or extraordinary wear of the products, excessive use or inappropriate storage conditions, for example the consequences of chemical, electromagnetic, mechanical or electrolytic influences, which do not correspond to the intended, average standard influences.
- 8.11. We do not grant a warranty for parts which are subject to wear during proper use of the products and/or have to be replaced by the customer at regular intervals for maintaining the proper function or which are subject to consumption or wear, as well as for consumption parts of which the sell-by-date is limited and exceeded, if the malfunction is caused by the wear.
- 8.12. Claims for defects do not apply in case of a deviation from the agreed or common condition or usefulness, which is only insignificant.
- 8.13. The recognition of breaches of duty, in particular in the form of material defects, always requires the written form.

9. Prices/Conditions of Payment/Defense of Insecurity/Embargo Regulations

- 9.1. All prices are generally quoted in Euros, net, and exclude packaging, freight and possible surcharges for small quantities ex delivery works or warehouse, plus value added tax in the legally prescribed amount to be borne by the customer.
- 9.2. Performances which are not part of the scope of delivery shall, for lack of deviating agreements, be executed on the basis of our respectively valid general price lists.
- 9.3. We are entitled to increase remuneration unilaterally to a reasonable extent (§ 315 BGB) in the event of an increase in material procurement costs, wage and ancillary wage costs, as well as energy costs and the costs due to environmental regulations, if there are more than 4 months between the conclusion of the contract and the delivery. An increase in the aforementioned sense is excluded, if the cost increase for the mentioned factors is compensated by a cost reduction for other mentioned factors in terms of the total cost burden for the delivery. If the aforementioned cost factors decrease and the cost increase due to the increase of other aforementioned factors are not compensated, we will pass on this cost reduction in the framework of a price reduction.
- 9.4. If, according to the contract, we bear the freight charges by way of exception, the customer shall bear any additional costs arising from increases in freight rates after conclusion of the contract.
- 9.5. Our invoices shall be immediately payable after delivery of the goods or performance without any deduction.
- 9.6. The customer is in default of payment also without any reminder within 7 days after delivery or performance.
- 9.7. Upon the occurrence of a default, default interests in the amount of 8 % above the base interest rate applicable at the due date of the request for payment are charged. The date of the receipt of money by us or a credit to our account shall be considered the date of payment. The assertion of a claim for damages beyond that remains reserved. A default by the customer causes the immediate maturity of all pecuniary claims from the business relationship with the customer. In this case all accounts payable by the customer towards us are immediately due for payment, regardless of deferment agreements, agreements on the term of bills of exchange and installment payments.
- 9.8. If the terms of payment are not met or circumstances become known or recognizable which, according to our dutiful, mercantile judgement cause justified doubts regarding the creditworthiness of the customer, also including those facts which existed already at the time of contract conclusion, but of which we were not aware or had to be aware of, we are entitled to cease further work of ongoing orders or delivery - without prejudice to further legal rights - and also to demand advance payments for outstanding deliveries or the provision of securities convenient for us and to withdraw from the contract after a reasonable grace period for the provision of such securities has passed unsuccessfully - without prejudice to other legal rights. The customer is obligated to reimburse us for all damages resulting from the non-performance of the contract.
- 9.9. The customer shall only be entitled to a right of retention or a right of set off for those counter-claims that are not disputed or have been determined without further legal recourse.
- 9.10. A right of retention can only be exercised by the customer if the counter-claim is based on the same contractual relationship.
- 9.11. Offered bills of exchange are accepted by us only in exceptional cases by virtue of an express agreement and only on account of performance. We will charge discount charges from the date the invoice amount is due to the expiry date of the bill of exchange, as well as exchange costs. Interests and costs for discounting or the collection of bills of exchange shall be borne by the customer. For bills of exchange and checks, the day of their encashment is deemed the payment date. If our house bank refuses bill discounting, or if reasonable doubts exist, that bill discounting will take place during the term of a bill of exchange; we are entitled to request immediate cash payment in return of the bill of exchange.
- 9.12. Prior to delivery of the goods, the customer undertakes to submit upon first request a written statement on the intended final destination of the goods, as planned and/or is known by the customer. The delivered good is always intended for the destination and for the use in the country of first delivery agreed upon with the customer.
- 9.13. The export of certain goods might be subject to the obligation of obtaining a permit - e.g. due to their type or their purpose of use or final destination. The customer is obligated to strictly adhere to the export regulations and embargoes relevant for these goods, especially of the European Union (EU), Germany or other EU member states, as well as the USA, if applicable.
- 9.14. The customer will particularly check and ensure that
 - The delivered are not intended for military-relevant, nuclear, or weapon-related use,
 - No companies and persons mentioned in the US Denied Persons List (DPL) are supplied with goods, software and technology originating in the US,
 - No companies and persons mentioned in the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with products originating in the USA without a relevant permission,
 - No companies and persons mentioned in the List of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the list of terrorists of the EU are supplied,

- No military recipients are supplied,
 - The preliminary warnings of the competent German or national authorities of the respective country of origin of the delivery are observed.
- 9.15. Access to and use of the goods by us shall only take place if they comply with the check and assurance above; otherwise we are not obliged to perform any future checks.
- 9.16. The customer undertakes to obligate further recipients to the same extent when forwarding goods and to inform them about the necessity to comply with such legal provisions.
- 9.17. The customer shall exempt us from all damages resulting from the culpable breach of the foregoing obligations according to No. 9.12-9.16.

10. Retention of Title/Lien

- 10.1. We reserve title to all plants and goods (hereinafter referred to as "reserved goods") until all of our claims from the business relationship with the customer, including the claims arising in the future from contracts which were concluded at a later date, are settled. This also applies in the case of a balance in our favor if some or all claims are included in a current account (open account) and the balance is deducted.
- 10.2. The customer shall insure the reserved goods sufficiently, especially against fire and theft. Claims against the assurance from a damage event concerning the reserved goods are herewith assigned to us in the amount of the value of the reserved goods.
- 10.3. The customer is entitled to resell the delivered products in the common business operations. It is not allowed to carry out other acts of disposal, in particular pledging or the concession of securities. If in case of resale the reserved goods are not immediately paid by the third-party purchaser, the customer is obligated to resale only under retention of title. The entitlement to resell the reserved goods lapses without further ado if the customer ceases his payment or is in default of payment.
- 10.4. The customer hereby assigns all claims including securities and ancillary rights which arise from or in conjunction with the resale of reserved goods towards the end consumer or third parties. The customer shall not enter into any agreement with his purchasers which exclude or limit our rights in any manner whatsoever or which render void the assignment in advance of the claim. If the reserved goods are sold together with other objects, the claim towards the third-party purchaser in the amount of the delivery price agreed upon between the customer and us shall be deemed assigned if the amounts for the individual goods cannot be determined by means of the invoice.
- 10.5. The customers remain entitled to the inclusion of the claim assigned to us until a revocation by us takes place, which is admissible at any time. Upon our request they are obligated to give us the information and documents which are necessary for the collection of assigned claims and, unless we do this on our own, inform their purchasers immediately about the assignment to us.
- 10.6. If the customers include claims from the resale of reserved goods into an existing open account relationship with their purchasers, they shall assign already a recognized final balance in their favor to us in the amount of the sum which corresponds to the total amount of the claim used for the open account relationship from the resale of our reserved goods.
- 10.7. If the customer has already assigned claims from the resale of the products delivered by us or to be delivered by us, in particular due to non-recourse or recourse factoring, or if they made any other agreements which might impair our current or future security interests according to No. 10, they must inform us about this immediately. In case of recourse factoring we are entitled to withdraw from the contract and to request the surrender of goods which have already been delivered. The same applies in the case of non-recourse factoring, if the customer cannot freely dispose of the purchase price of the claim according to the agreement with the factor.
- 10.8. In case of behavior which is contrary to the contract, especially in case of default of payment, we are entitled to take back all reserved goods without having to withdraw from the contract before that. In this case the customer is obligated to surrender the goods without further ado. In order to determine the stock of the goods delivered by us we may access the business premises of the customer at any time during the normal business hours. Taking back the reserved goods only constitutes a withdrawal from the contract if we expressly declare this in writing or compulsory legal provisions require this. The customer is obligated to inform us immediately in writing about any access by third parties to reserved goods or claims assigned to us.
- 10.9. If the value of the securities, which exist for us according to the aforementioned provisions, exceed the secured claims by more than 10 % in total, we are obligated in this respect to release securities of our choice upon request of the customer.

11. Disclaimer/Limitation of Liability

- 11.1. We do not assume liability, in particular not for claims of the customer for damages – for whatever legal reason – and/or in the event of a breach of duty from the contractual obligation and from torts. This shall not apply if liability is legally mandatory, in particular:
- for own willful or grossly negligent breach of duty and willful or grossly negligent breach of duty of legal representatives or vicarious agents,
 - for the breach of material contractual duties,
 - if, in the event of a breach of other duties within the meaning of § 241 sec. 2 BGB it can no longer be expected from the customer to accept our performance,
 - in the event of an injury of life, body and health, also by legal representatives or vicarious agents,
 - in case of default, if a fixed date was agreed,
 - If we have assumed a guarantee for the quality of our goods or the existence of a performance-related success or assumed a procurement risk and in case of liability according to the product liability act "Fundamental contractual obligations" are obligations that protect the customer's fundamental legal positions under the contract which have to be guaranteed to them by means of the contract in terms of its content and purpose. Fundamental are also contractual obligations that need to be fulfilled in order for the contract to be properly performed at all and on the fulfillment of which the customer regularly relies on and may rely on.
- 11.2 In all other cases we shall be liable for all damage claims asserted against us or reimbursement of expenses under this contractual relationship for culpable breach of duty, for whatever legal reason, but not in the case of slight negligence.
- 11.3 In the event of the abovementioned liability according to No. 11.2 and liability without fault, in particular in case of initial impossibility and defects of title, we shall only be liable for typical and foreseeable damages.
- 11.4 Liability for indirect damages and consequential damages caused by defects is excluded, unless we have violated a major contractual obligation, or we, our senior executives or vicarious agents are accused of a willful or grossly negligent breach of duty, or a case of injury of body, life or health is given.
- 11.5 With the exception of the claim of a guarantee, assumption of a procurement risk or in the case of deliberate intention and the injury of body, life or health and other legally mandatory deviating liability amounts, our liability is limited in total to a maximum liability amount of EUR 2,500,000.00 per each individual damage event. Any further liability is excluded.
- 11.6 The exclusions or limitations of liability according to the abovementioned No. 11.2 to 11.5 apply to the same extent in favor of the executive and non-executive employees and other vicarious agents as well as to our subcontractors. Page 7
- 11.7 A reversal of the burden of proof is not connected to the provisions above.

12. Place of Performance/Place of Jurisdiction/Applicable Law

- 12.1 Place of performance for all contractual obligations is the registered office of our company. The exclusive place of jurisdiction for all and any disputes shall be – as far as legally permissible – the court responsible for our company's registered office. However, we are also entitled to bring an action against the customer at his general place of jurisdiction.
- 12.2 The law of the Federal Republic of Germany applies exclusively to all legal relationships between the customer and us; the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded in particular.

13. Property Rights

- 13.1 Unless otherwise agreed, we shall only be obligated to deliver exempt from property rights and copyrights of third parties in the Federal Republic of Germany. If a third-party assert justified claims due to a violation of property rights by products delivered by us to the customer, we are liable towards the customer within the deadline determined in No. 8.9 as follows:
- At our choice, we will at first try to obtain a right of use for the deliveries in question or change the products in a way that the property right is not violated or to exchange them at our expense. If none of these measures is feasible at reasonable conditions, the customer is entitled to his legal rights, which however follow the present general order and delivery conditions.
 - The customers shall only be entitled to rights, if they inform us immediately in writing about claims asserted by a third party, do not acknowledge a violation, and all defensive measures and settlement negotiations remain reserved to us. If the customers stop using the products for reasons of mitigation of damages or for other important reasons, they are obligated to point out to the third party that no acknowledgement of a violation of property rights is connected to such cessation of use. If in consequence of the use of the products delivered by us, the customers are affronted by third parties for a violation of property rights, the customers undertake to inform us immediately about this and to give us the chance to participate in a possible law suit. The customers shall support us in every way in conducting such a law suit. The customers shall refrain from actions which could impair our legal position.
- 13.2. Claims of the customers are excluded if they are responsible for the violation of property rights. Claims of the customers are also excluded, if the violation of property rights is caused by special requirements of the customers, by an application not foreseeable by us, or if the violation is caused by the fact that the customers modify the products or use them together with products not delivered by us.

14. Opening of Insolvency Proceedings/Severability Clause

- 14.1 An application of the customer to open insolvency proceedings or the cessation of payment on his part which is not based on rights of retention or other rights, entitle us to withdraw from the contract at any time or to make the delivery of the object of the sale subject to the prior fulfillment of the payment obligation. If the object of the sale is already delivered, the purchase price becomes due immediately in the aforementioned cases. We are also entitled to reclaim the object of the sale in the aforementioned cases and to retain it until the purchase price is completely paid.
- 14.2 If a current or a future provision of this contract should be or become completely or partially invalid/void or not feasible for reasons other than those set forth in §§ 305-310 BGB, the validity of the remaining provisions of this contract shall remain unaffected, unless – taking into consideration the following regulation – the performance of the contract constitutes an undue hardship for one of the parties. The same applies if after the conclusion of the contract a gap arises which requires an addition. The parties shall replace the invalid/void/unfeasible provision or gap that requires filling by a valid provision which corresponds in its legal and economic content to the invalid/void/unfeasible provision and to the overall purpose of the contract. § 139 BGB (partial nullity) is expressly excluded. Note: In accordance with the provisions of the Federal Data Protection Act we point out that our bookkeeping is done with electronic data processing equipment and that in this connection we also store the data obtained due to the business relationship with the customer.