



General Terms of Sale and Delivery

2G Energietechnik GmbH • Benzstraße 3 • 48619 Heek

I. General information

1) All deliveries and services are governed by these Terms and Conditions and any contractual agreements concluded separately. Any differing Terms and Conditions of Sale of the Purchaser shall not form part of the contract even if the order is accepted. In the absence of a special agreement, a contract shall be concluded with the written confirmation of the order by the Supplier.

2) The Supplier reserves all proprietary rights and copyrights to samples, quotes, drawings and any tangible or intangible information, including in electronic form; these may not be made accessible to third parties. The Supplier undertakes to only make information and documents designated as confidential by the Purchaser accessible to third parties with its consent.

II. Price and Payment

1) In the absence of a separate agreement, prices shall apply ex works including loading at our works, but not including packaging and unloading. Value added tax at the statutory rate applicable shall be added to the prices.

2) In the absence of a separate agreement, payment must be made in full on the account of the Supplier, as follows: Terms of payment 30 % within 8 days after acceptance of the order by the Purchaser.

3) 70 % 8 days before delivery, by no later than 30 days after report that the goods are ready for shipment, according to the principle of priority.

3) The Purchaser shall only have the right to withhold payment or offset payments against claims, if the counterclaims are not disputed or have been determined final and binding.

III. Delivery time, Delivery delays

1) The delivery time shall begin on the date of confirmation of the order, but not before the Customer provides the documents, approvals, clearances required and receipt of an agreed down payment.

2) The delivery time shall be observed if the object of the delivery has left the factory or warehouse by its expiry or the Customer has been informed of the readiness for shipment, unless otherwise agreed in writing.

3) In the event of industrial action or the occurrence of unforeseen impediments that are outside the control of the Supplier, or in the event of impediments for which the subcontractor is responsible, the delivery time shall be extended accordingly.

4) If the shipment is delayed as a result of circumstances for which the Purchaser is responsible, from 14 days after the day of the notification of readiness for shipment, it shall be charged third party storage costs and 1 % of the invoice amount for each month of storage on the Supplier's premises. Following the provision of a grace period that has elapsed without result, the Supplier is entitled to dispose of the object of delivery otherwise and to deliver to the Purchaser within a reasonable period.

5) Compliance with the delivery time is subject to the Purchaser fulfilling its contractual obligations.

6) If the Purchaser has not accepted the object of the contract or fulfilled its payment obligation more than six weeks following the notification of availability, the Supplier shall be entitled, after the provision of a grace period of 14 days, to withdraw from the contract or claim compensation for non-performance. If the Supplier claims compensation for non-performance, it may claim 15 % of the purchase price as a flat rate compensation. The Supplier reserves the right to prove higher damages, the Purchaser reserves the right to prove less damages. If the Supplier does not assert the right to flat rate compensation, it shall also be authorised to freely dispose of the object of delivery, without prejudice to its other rights, and may instead deliver a similar object pursuant to contractual conditions within a reasonable period of time.

7) For the event that the customer does not accept the goods, does not pay, etc. 2G is entitled to assert damages. As 2G acquires component parts, engines, etc. from third party companies to a large extent, 2G is entitled to assert the actually incurred damages. In the absence of other regulations the Supplier can request 30 % of the purchase price as compensation. The Supplier reserves the right to prove higher damages, the Purchaser reserves the right to prove less damages.

8) The Supplier grants the Purchaser the right to cancel the contract provided that the Purchaser is willing to pay the cancellation costs according to the following graduated scale. The cancellation costs are in %:

31 days from conclusion of the contract /order confirmation	10 %
31-60 days	30 %
61-90 days	50 %
91 days until the date of notification of the readiness for shipment	70 %

The Purchaser is only entitled to carry out the cancellation if it pays the afore-mentioned amounts. If the buyer cancels the contract according to this provision the Seller shall remain the owner of the plant and the services which are still in progress.

9) If necessary component parts cannot be procured in time (delivery bottleneck) although the Supplier ordered these in time, the delivery deadline shall be extended accordingly. The Supplier must inform the Purchaser hereof immediately in writing. Incidentally fixed delivery deadlines shall only apply if these were agreed in writing or assured by the Supplier.

10) The right is reserved for changes to construction or form, deviations in the colour and changes to the scope of delivery to be made by the Supplier insofar as the object of purchase is not significantly modified and the changes are acceptable to the Purchaser.

IV. Transfer of risk, Acceptance

1) Goods are shipped at the cost and risk of the Purchaser, unless otherwise agreed. The risk of accidental loss or accidental deterioration shall be transferred to the Purchaser upon delivery ex works unless agreed otherwise.

2) If the shipment is delayed at the request of the Purchaser or if the goods are not accepted for reasons for which the Supplier is not responsible, the risk shall be transferred to the Purchaser upon notification of readiness for shipment. Any costs incurred for storage, and at least 1 % of the value of the goods per month, shall be borne by the Purchaser.

3) The unloading of goods is the responsibility of the Purchaser and shall be at its expense.

4) Partial deliveries may be made insofar as this is acceptable for the Purchaser.

5) If the Purchaser is an entrepreneur, the risk of accidental loss and accidental deterioration of the object of purchase shall be transferred to the Purchaser with the hand-over, in case of contract of sale involving carried of goods with the delivery of the object of purchase to the carrier, freight forwarder or any other person appointed to deliver to the Purchaser. It is deemed equivalent to the hand-over if the Purchaser delays acceptance.

6) The Purchaser must protect and if applicable insure the delivered goods against theft, vandalism and damage caused by external influences (e.g. weather), insofar as no insurance coverage exists yet. The Purchaser shall be held liable for damages caused hereby.



General Terms of Sale and Delivery

Status: April 2013

2G Energietechnik GmbH • Benzstraße 3 • 48619 Heek

7) In case of deliveries including assembly the risk shall be transferred to the Purchaser with the termination of the assembly. If, following shipment ex works, however before the transfer of risk, the performance of the Supplier is damaged or destroyed by force majeure, war, sabotage or other inevitable circumstances for which the Supplier is not responsible, the Supplier shall also be entitled to the portion of the remuneration corresponding to the damaged or destroyed performance.

Applicable as of: April 2013

V. Reservation of title

- 1) The object of purchase shall remain the property of the Supplier until the claims of the Supplier, to which it is entitled owing to the contract, are fulfilled. The reservation of title shall also apply to all claims subsequently imposed on the Purchaser by the Supplier in relation to the object of purchase, e.g. due to repairs or deliveries of spare parts as well as other services.
- 2) Any processing or treatment of the object of purchase under the reservation of title, and any incorporation with external items by the Purchaser or third parties shall be carried out for the Supplier. The Supplier shall be entitled to co-ownership of the newly produced item in proportion to the value of the object of purchase.
- 3) The Purchaser is entitled to process and dispose of the object of purchase within the scope of its ordinary business operations; for purposes of collateral, it hereby now already assigns its claims from the resale of the object of purchase to the Supplier. The Purchaser is authorised to collect the claim. The Supplier reserves the right to announce the assignment and the collection of the claim. The Supplier undertakes to release the collateral to which it is entitled to the extent that the invoice amount for the reserved goods exceeds the claims to be secured by more than 20 % insofar as these have not yet been settled.
- 4) The Supplier is entitled to withdraw from the contract and to demand the hand-over of the object of purchase in the event of conduct of the Purchaser which is substantially in breach of the contract despite a prior warning, in particular delayed payment. In this case, the Supplier is entitled, following written notification setting a reasonable period of time, to sell the object of purchase to the best possible extent on the free market by offsetting the proceeds of the sale against the purchase price.
- 5) In the event of intervention by third parties, in particular seizure of the object of purchase, the Purchaser must immediately inform the Supplier in writing and notify the third parties immediately of the reservation of title of the Supplier. The Purchaser shall bear all costs to be incurred to remedy the intervention and to reclaim the object of purchase, insofar as these cannot be recovered from third parties.
- 6) The Purchaser must maintain the object of purchase in proper condition during the period of reservation of title, and have all the maintenance works foreseen by the manufacturer and required repairs carried out immediately, irrespective of emergencies, by the Supplier or by a workshop recognised by the Supplier to handle the object of purchase.
- 7) If the law of a country does not permit the reservation of title, but allows comparable rights to be reserved, the Supplier may exercise all of these rights. The Purchaser must, at its own cost, take the measures required to allow these rights to be effective and be asserted on the object of purchase.
- 8) The Supplier is entitled to cancel the contract if the Purchaser or a third party files an application for opening of the insolvency proceedings.

VI. Purchaser's services in case of assembly

- 1) The Purchaser shall, at its own cost, create all the pre-requisites enabling efficient assembly by the Supplier in time.
- 2) Upon request by the Supplier, this shall include the provision of skilled workers and assistants, devices, power, water and tools and equipment, as well as the preparation of all earthworks, foundations, construction and scaffolding. Access routes and space for assembly must be levelled to floor level and have sufficient room for manoeuvre for vehicles and the foundations must be completely dry and hardened. At the request of the Supplier, the Purchaser shall provide suitable rooms for personnel and assembly devices.
- 3) For assembly overseas, all entry, work and other required permits shall be obtained by the Purchaser at its own cost.

VII. Performance

- 1) The delivery shall be deemed as fulfilled if the object of purchase has been handed over to the buyer or notification has been given of readiness for shipment. The risk shall also pass from this time.
- 2) From the day of performance onwards, the Supplier shall be liable pursuant to the provisions of Article VIII.
- 3) Objects of purchase delivered shall be accepted by the Purchaser, even if they feature insignificant defects, irrespective of the rights under Article VIII.

VIII. Defects of quality

- 1) The discovery of a defect of quality must be notified to the Supplier in writing immediately. Replaced parts shall become the property of the Supplier.
- 2) The costs for the remedy of the defects or substitute delivery shall be borne by the Supplier.
- 3) If it is determined that this does not concern a warranty case, but the claimed defects are a result of the fact that the Purchaser has not treated the plant properly, it shall bear these costs.
- 4) When undertaking any necessary subsequent improvement work, the Purchaser must
 - a) grant the required time and opportunity.
 - b) provide assistants, devices and operational equipment at its own cost and carry out any secondary work.
 - c) carry out any works exceeding the original scope of the contract at its own cost.
- 5) The obligation to remedy the defects of quality shall not refer to natural wear and tear and parts, which as a result of their material condition or according to the type of their use are subject to premature consumption. The Supplier shall further not be liable for damages, which are suffered by the fact that the Purchaser improperly stores, treats or uses the contractual objects, carried out faulty assemblies or putting into operation itself, uses unsuitable operational equipment, subjects products to excessive use, etc. A liability shall not exist either in case of possible other circumstances, which occurred without the fault of the Supplier (e.g. faulty foundations, unsuitable building foundation, chemical or electro-chemical or electrical influence, etc).
- 6) The obligations to rectify defects of quality shall not exist, if
 - the Purchaser has not notified the Supplier in writing immediately of a defect.
 - by changes which have possibly been made improperly by the Purchaser or third parties without the prior consent of the Supplier



General Terms of Sale and Delivery

Status: April 2013

2G Energietechnik GmbH • Benzstraße 3 • 48619 Heek

or repair work the liability is revoked for the thus incurred consequences.

- parts are incorporated in the object of purchase, the use of which was not approved by the Supplier, or
- the object of purchase is changed in a manner not approved by the Supplier or
- parts are incorporated by third parties, which influence the operation of the unit
- The Purchaser has not observed the provisions on handling, maintenance and care of the object of purchase (e.g. manual).

IX. Infringement of industrial property rights

If the use of the object of purchase results in the infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own cost, obtain the right for the Purchaser to make further use or modify the object of purchase in a manner acceptable to the Purchaser so that the property rights are no longer infringed.

Should this not be possible under reasonable financial conditions or within a reasonable time, the Purchaser shall be entitled to withdraw from the contract. Under the stated conditions, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall indemnify the Purchaser from undisputed claims or claims which have been declared final and binding of the property right holders concerned, incidentally shall defend possible attacks of third parties against the Purchaser and /or Supplier.

X. Statute-of-limitations

The Purchaser's right to assert claims due to defects of quality/defects of title shall become statute-barred one year from the day of commissioning of the object of purchase, if the Purchaser is a legal entity under public law, a public law special fund or an entrepreneur, which by concluding the contract is performing its commercial or independent activity. In any case, claims shall become statute-barred 15 months following the delivery or notification of readiness for delivery at the latest. This statute-of-limitation of one year shall be extended to 2 years from the commissioning if the Purchaser and User is a private person.

XI. Liability

1) If the Supplier installs spare parts within the framework of the warranty the following shall apply with regard to the warranty period: The warranty for such parts is one year, this deadline shall not end before the warranty period for the delivered unit.

2) For damages not incurred to the object of delivery itself, the Supplier shall be only liable – no matter for which legal grounds - in the event of

- wilful intent,
- gross negligence by the holder/bodies or executives,
- culpable injury to life, the body or health,
- defects to the object of delivery, insofar it is liable for personal or material injury for privately used objects pursuant to the product liability law.

For culpable violation of significant contractual obligations, the Supplier shall also be liable for the gross negligence of non-management personnel and for slight negligence, limited to calculable damages, as per standard contract provisions, in the latter case. Further claims are excluded.

XII. Use of software

Insofar as this is comprised within the scope of delivery, the Purchaser is granted a non-exclusive right to use the software delivered including its documentation. It is granted for the use on the object of delivery it is intended for. Use of the software on more than one system is forbidden.

The Purchaser may only copy, adapt, translate or convert from the object code into the source code within the scope permitted by law (§§ 69a ff. German Copyright Act). The Purchaser undertakes not to remove manufacturer information, in particular copyright notices, or to modify them without the prior explicit permission of the Supplier.

All other rights to the software and documentation including copies are retained by the Supplier or the software provider. It is not permitted to grant sub-licences.

XIII. Applicable law, Place of Jurisdiction

1) For all legal relations between the Supplier and the Purchaser, the law of the Federal Republic of Germany shall apply exclusively with the exclusion of the UN Convention on the International Sale of Goods applicable to the legal relations between parties within Germany.

2) The court which is responsible for the registered office of the Supplier shall have jurisdiction. The Supplier is entitled, however, to file an action at the headquarters of the Purchaser.

Status: April 2013

End of certified translation

Moers, 10 May 2013

I, Pamela Lynn Green, authorized translator for the Higher Regional Court of Düsseldorf, hereby certify that this is a true and faithful translation of the original document in the German language presented to me.
316E-3216

