

## General Repair Conditions of MATEC GmbH

### 1. Applicability of the Conditions

1.1. Contracts between MATEC GmbH (hereinafter "MATEC") and firms, juridical persons or public legal bodies about performance of repairs and services are concluded exclusively on the basis of the following conditions. These repairs and services conditions apply also to all future transactions with the client.

1.2. Counter-claims of the client by referring to divergent conditions are herewith contradicted; such contrary conditions or those diverging from these conditions claimed by the client are not recognised by MATEC, unless it so happens that MATEC had agreed to their applicability specifically in writing. The conditions of MATEC apply also when it carries out the repairs and services unconditionally even after knowing the contrary or divergent conditions of the client.

1.3. The conditions do not apply to repairs, which we carry out on account of warranty obligations or a guarantee.

### 2. Offers and Orders

2.1. The offers of MATEC are open and not binding, so long as nothing else comes by way of order confirmation. The documents attached to an offer like diagrams, designs, measurements and weights as also the contents of catalogues are binding only to the extent they are specifically marked as binding.

2.2. The order of the client has to be given in writing or by fax. The contract comes into being only when the order of the client is confirmed by MATEC in writing or by fax.

2.3. The client has to reimburse MATEC for the costs incurred, also if the repairs are given up for reasons not attributable to MATEC, because the contract was justifiably terminated during the course of its execution. The object of repairs must be returned to its original condition only upon the express desire of the client against reimbursement of the costs, regardless of whether the activities undertaken were necessary or not. This applies also to costs incurred before entering into the contract, if an order for repairs is not given.

2.4. If the object of repairs is not supplied by MATEC, then the client has to show the existing commercial protection rights pertaining to the object; so long as MATEC is not at fault, the client sets MATEC free from any possible third party claims arising from commercial protection rights.

### 3. Prices and Payments

3.1. Decisive in order confirmation are the prices specified by MATEC, so long as nothing else emerges from the order confirmation. The VAT not included in the prices would be shown separately in the bill at the statutory rate on the day of billing.

3.2. MATEC reserves the right to amend its prices suitably, if after conclusion of the contract cost reductions or cost increases occur especially on account of wage agreements or changes in prices of materials. On demand this would be substantiated before the client.

3.3. Repairs bills are payable immediately upon receipt. In respect of parts supplied the client gets a 2 % discount if he pays within 14 days. If the client delays payments or MATEC comes to know of circumstances, which justify doubts about the paying capacity or creditworthiness of the client, then MATEC has the right to demand as per its choice either advance payment or provision of a surety. If this demand is not complied with, then MATEC has the further right after expiry of a reasonable notice period to refuse execution of the contract and to demand compensation for damages.

3.4. The client can set off against MATEC only such claims which are legally established, undisputed or are recognised.

3.5. The deduction of discount needs a separate written agreement.

### 4. Repairs outside the Premises of MATEC

4.1.1. During the execution of repairs, also during the warranty period, the client has to support the repairs personnel at his own cost and in particular to ensure unhindered access to the object of repairs.

4.1.2. For protection of persons and materials at the place of repairs, the client has to undertake the necessary special measures. He has also to inform the Head of Repairs of MATEC or the sub-contractor authorised by MATEC to carry out the repairs about the existing special protection regulations, to the extent they are of significance for the repairs personnel.

4.1.3. The client is obliged to provide technical help at his own cost, in particular for:

a) Provision of necessary suitable support staff in numbers required for the repairs and for the period required; the support staff have to follow the instructions of the Head of Repairs of MATEC or of the sub-contractor authorised by MATEC to carry out the repairs. MATEC accepts no liability for the support staff;

b) Performing all construction, foundation and scaffolding work including procurement of the necessary construction materials;

c) Provision of the required equipments and heavy tools (e.g. cranes, lifting tools) as also of the required materials and articles;

d) Provision of heating, lighting, operating power and water, including the required connections;

e) Provision of required dry and closable rooms for keeping the equipments of the repairs personnel;

f) Protection of the place of repairs and of materials against damaging influences of all types, and cleaning of the place of repairs.

g) Provision of suitable theft-proof living and working rooms (with heating, lighting, washing facilities and sanitary facilities) and first-aid for the repairs personnel;

h) Provision of materials and performing all other activities which are required for restoration of the object of repairs and for conducting the contractually prescribed tests.

4.1.4. The technical assistance of the client must ensure that the repairs can begin immediately upon arrival of the repairs personnel from MATEC and can be carried out without delay until approval by the client.

### 5. Repairs at MATEC

5.1. Transport to and fro of the object of repairs at the instance of the client – including its preparation and transport (dismantling and assembling) as also any packing and loading – is done at the cost and risk of the client; otherwise the object of repairs would be delivered to MATEC by the client at his own cost and risk and after completion of repairs at MATEC would be dismantled and taken back by the client again at his own cost and risk.

If MATEC undertakes the transport, MATEC decides on the means and route of transport, to the extent MATEC bears the transport risk. So long as the client bears the transport risk, MATEC decides on the means and route of transport, unless the client issues no instructions in this regard.

5.2. The client bears the transport risk, unless it is specifically decided otherwise.

5.3. At the instance of the client and at his cost and declarations the transport to, and if required return also, would be insured against insurable transport risks, e.g. theft, breakage, fire, etc.

5.4. During the period of repairs in the works of MATEC there is no insurance cover. The client has to take care of the existing insurance cover for the object of repairs, for example in respect of fire, water supply, storms and mechanical breakage. The insurance cover for these risks can be arranged by MATEC only at the specific instance of the client and at his cost.

5.5. In the event of delay by the client in taking the object back or for violation of other obligations to cooperate MATEC has the right to demand compensation for damages arising from this, including possible additional expenses. In particular MATEC can charge fees for storage in its premises. The object of repairs can also be stored elsewhere at the discretion of MATEC. The cost and risk of storage and of transport are to be borne by the client. Rights to additional claims remain reserved.

5.6. In case of delay or of violation of other obligations to cooperate the risk of an accidental collapse or of a loss or an accidental degeneration of the object of repairs is transferred to the client from the point of time the delay occurs. The liability to pay the claims of MATEC is not affected in these cases; on the contrary the repairs are to be deemed as the agreed point of time for computing the delay.

### 6. Repairs Periods

6.1. Fixed repairs deadlines and periods need specifically written confirmation from MATEC as fixed deadlines. So long as the scope of work to be done by MATEC is not precisely determined, the deadlines and periods stated by MATEC are to be seen as tentative propositions.

6.2. The compliance with the agreed repairs deadlines assumes that all technical issues between the contractual parties have been settled, and that the client has fulfilled his obligations punctually and properly. A repairs deadline does not begin before payment of an advance or of compliance with other obligations by the client, which are to be carried out while or upon concluding the contract. A fixed repairs deadline gets extended correspondingly by the period for which there is a violation by the client of the obligation to cooperate.

6.3. Binding repairs periods and deadlines are observed, if MATEC before their expiry has announced that the object of repairs is ready for acceptance by the client, and in case a test is provided contractually, that it is ready for the test being done. In the event of subsequently issued additional and extended instructions or for repairs work required additionally, the agreed repairs period gets extended correspondingly.

6.4. The repairs period gets extended adequately during measures being taken in the course of labour disputes, as also on emergence of unforeseen circumstances beyond the control of MATEC, to the extent such circumstances have a demonstrable influence on the completion of repairs. This applies also when such circumstances arise when there is already some delay on the part of MATEC. Beginning and end of such hindrances in important cases would be communicated by MATEC to the client as soon as possible. If the extension of the repairs period exceeds 12 months, then the client has the right to withdraw from the contract.

6.5. MATEC is liable for compensation for delays as per the statutory provisions, so long as the delay is attributable to a deliberate or grossly negligent breach of contract on the part of MATEC

or is attributable to a culpable breach of an important contractual obligation; so long as the delay in delivery is not attributable to a deliberate breach of contract or to a culpable breach of an important contractual obligation on the part of MATEC, the liability for compensation is limited to the normal foreseeable damages.

## 7. Acceptance

7.1. Acceptance of the repairs work by the client is deemed to have occurred, as soon as he is informed of their completion and a possibly contractually proposed test of the object of repairs is carried out, so long as the client does not state that he refuses acceptance.

7.2. If acceptance by the client, in the absence of any fault of MATEC, is not announced at the latest within 5 working days after receipt of the communication of completion of the work, then the acceptance is deemed as effected after expiry of two weeks since communication of completion of repairs.

## 8. Reservation of Property Rights, Extended Lien

8.1. MATEC reserves the property rights on all accessories and spare parts used and on assemblies replaced until receipt of all payments from the repairs contract.

8.2. Because of its claim from the repairs contract MATEC has a lien on the client's object of repairs which has come into its possession. The lien can also be enforced because of claims from earlier conducted works, spare parts supplies and other services, insofar as they have some relation with the object of repairs. For other claims from the business relationship the lien applies only when they are undisputed or are legally enforceable.

## 9. Warranty

9.1. The client's rights to correction of defects assume that he has fulfilled properly his obligation to acceptance of the object.

9.2. For defects in repairs conducted the client has only a right to supplementary performance. To the client is reserved the exclusive right in the event of failure of supplementary performance by MATEC to reduce the agreed price or to withdraw from the contract as per his choice.

9.3. The warranty lapses if the client himself or through a third party tries to remove a defect without having given MATEC beforehand a chance to provide supplementary performance and/or if the client has damaged the object of repairs by improper handling.

9.4. If the client has complained to MATEC about an alleged defect in the object of repairs and it is found by MATEC after investigation that there is no defect to be rectified by MATEC, then the client has to reimburse MATEC for all the costs incurred in connection with the investigation.

9.5. The warranty period for brand-new replacement parts amounts to twelve months and begins from the date of finishing the repair work provided that the repair work is carried out by MATEC. In case the repair work is not carried out by MATEC, the warranty period starts with the delivery of the goods. This period is subject to limitation and is not valid in the event of malicious concealment of a defect, in the event of culpable violation of an important contractual obligation, for claims for deliberate or grossly negligent breaches of contract, or for culpable harm to life, body and health as also for claims under the law of product liability.

9.6. The warranty period for reconditioned, repaired, and for components tested by our suppliers amounts to six months and begins from the date of finishing the repair work provided that the repair work is carried out by MATEC. In case the repair work is not carried out by MATEC, the warranty period starts with the delivery of the goods. This period is subject to limitation and is not valid in the event of malicious concealment of a defect, in the event of culpable violation of an important contractual obligation, for claims for deliberate or grossly negligent breaches of contract, or for culpable harm to life, body and health as also for claims under the law of product liability. For the installation of replacement parts MATEC receives permission of the client. These replacement parts are distinguished as replacement prices.

9.7. The client has no right to transfer his warranty claims to third parties.

## 10. Liability Limitation

10.1. For damages MATEC is liable as per the statutory provisions, to the extent they are caused deliberately or by gross negligence of an important contractual obligation. So long as the damage is not caused by a deliberate breach of contract attributable to MATEC or by culpable violation of an important contractual obligation, the compensation liability is limited to normal foreseeable damages. The same applies to claims of the client for reimbursement of damages in lieu of performance.

10.2. The compensation for consequential damages, in particular standstill times and downtimes is excluded.

10.3. Unless otherwise specified than above, liability for damage compensation on the part of MATEC is ruled out; this does not apply when for a material damage culpably caused by MATEC there is usually present a liability insurance cover.

10.4. All damage compensation claims because of culpable harm to health, body or to life remain unaffected. Also remain unaffected claims on account of an obligatory provision of the law on product liability.

10.5. Any additional liability for damage compensation – regardless of the legal nature of the claim being asserted – is ruled out. This applies in particular to compensation claims at the end of the contract for having been guilty of other breaches of obligations or to compensation for tort claims for material damages as per § 823 BGB (German Civil Code).

10.6. Insofar as the compensation liability against MATEC is ruled out or is limited, the same is true also in respect of personal liability of employees, workers, associates, agents and assistants of MATEC.

## 11. Secrecy

11.1. The client promises to treat the conclusion of contract with MATEC as confidential. Indications of a business relationship with MATEC are allowed to be added only with its written consent in the advertisements of the client.

11.2. The client promises to treat as confidential all information and facts, which are not common knowledge, and which he comes to know by his business relationship with MATEC.

11.3. MATEC reserves the rights to intellectual property in respect of the diagrams, drawings, calculations and other documents made available. Passing them on to third parties without express written consent of MATEC is prohibited. This applies also in particular to such written documents which are marked as confidential.

## 12. Applicable Law, Place of Jurisdiction and Partial Invalidity

12.1. For these business conditions and all legal relations between MATEC and the client applies exclusively the law of Germany.

12.2. The place of performance for all obligations arising from the contractual relationship is 73257 Köngen.

12.3. The place of jurisdiction for all disputes arising from the contractual relationship and about its origin and its validity, insofar as the client is a businessman, or a juridical person or a public legal body, is Köngen; however, MATEC has also the right to sue the client at the place of his registered office.

12.4. Claims of the client against MATEC are allowed to be transferred to third parties only with the consent of MATEC.

12.5. The exercise of a withholding right or of offsetting any counterclaims of the client is permissible only with legally established or indisputable counterclaims.

12.6. All agreements, which were concluded between MATEC and the client, are recorded in writing in this contract. Supplementary agreements need to be in written form. This applies also to abstention from the need for the written form.

12.7. If a clause in these business conditions or a clause within other agreements is or becomes invalid, the validity of all other clauses or agreements is not affected thereby. In its place is to be substituted a valid clause, which comes closest to the intention of the parties.

Köngen, November 2012