

GENERAL TERMS AND CONDITIONS

(last updated
11/2013)

of

Oetinger Aluminium WH GmbH
Oetinger Aluminium NU GmbH

§ 1 Scope of Application

1. The General Terms and Conditions below exclusively apply to all offers made by us and to all contracts concluded with us. They also apply to all future contracts even if they are not explicitly referred to but they were submitted to our customer with an order confirmed by us. The terms and conditions only apply if the supplier is an entrepreneur (§ 14 German Civil Code [BGB]), a legal person under public law or a special fund under public law.
2. If the customer places an order with us in derogation from our General Terms and Conditions, these apply even if we do not object to the deviations and for instance perform delivery without reservation being aware of the customer's general terms and conditions. Deviations - in particular opposing or supplementary general terms and conditions of the customer - only apply if they were explicitly confirmed by us in writing.
3. Individual agreements with the supplier made in individual cases (including collateral agreements, modifications or amendments) prevail over these terms and conditions in any event. Amendments and supplements to the contracts concluded with us, even if they are concluded with agents, sales representatives or other authorised representatives, require our express written confirmation to become effective.

§ 2 Contract Conclusion

1. All our offers, in particular those contained in catalogues, sales documents or on the internet, are non-binding, unless otherwise agreed upon in writing. Legally they are to be regarded as a request for quotation. If we have submitted catalogues, technical documentations (such as drawings, plans, computations, calculations), other product descriptions or documents to the customer, we reserve the property rights and copyrights.
2. Orders are deemed to be accepted if they are either confirmed by us in writing or are executed immediately after receiving the order or by the due date. However, order confirmations apply subject to a defined benefit by the trade credit insurer. If the trade credit insurer rejects to insure the customer, we are entitled to rescind the contract without any obligation to pay compensation. The rescission must be announced within 2 weeks after receipt of the notification by the trade credit insurer stating that the customer cannot be insured. The sending of the announcement is deemed decisive for the timeliness thereof. On request, the customer must be satisfied appropriately that this notification was received.
3. If the trade credit insurer rejects to continue to insure the customer or reduces the sum insured within the scope of an ongoing contractual relationship, we are entitled to refuse the remaining performance under contracts already concluded until we have received counter-performance. The right to refuse performance is inapplicable if the customer provides securities.

§ 3 Delivery, Transfer of Risk

1. Delivery times do not commence until all details relating to performance that are to be specified by the customer have been clarified completely. The compliance with the delivery times requires the fulfilment of the customer's contractual duties.
2. If we cannot meet binding delivery times due to force majeure or because of events we are not responsible for and which substantially complicate delivery or make delivery impossible for us (this in particular includes strike, lockout, instructions by authorities, transport disruptions etc.), even if they occur at our suppliers' or subsuppliers', we will notify the customer of this immediately while at the same time stating an appropriate new delivery time.

If delivery is not available within the new delivery time either, both parties to the contract are entitled to rescind the contract in whole or in part; any counter-performance of the customer that has already been provided will be reimbursed by us without delay. The same applies if our supplier does not supply us or does not supply us on time, without us or our supplier being responsible for this or if we are obliged to procure the goods in isolated cases.

3. We endeavour to meet the agreed delivery times. If we culpably fail to meet delivery times, the customer is obliged to grant us a reasonable grace period. After expiry of the grace period without results, the customer can rescind the contract and/or demand compensation in lieu of performance and/or reimbursement of its expenses. § 6 applies accordingly for the assertion of a damage caused by delay or a damage due to non-fulfilment. Partial deliveries are permitted to the extent reasonable.
4. Excess quantities or shortages that are attributable to production and casting or are customary in the trade are permitted to the extent reasonable.
5. Unless otherwise agreed upon, the goods will be delivered on the basis of CPT (designated place of destination) in accordance with the version of the Incoterms currently valid, which is 2010 at present.
6. Even if carriage-free delivery is agreed upon, the risk passes to the customer as soon as the goods leave our plant or the customer is in default of acceptance. This also applies to partial deliveries. If dispatch is delayed due to circumstances which the customer is responsible for, the risk will pass to the customer upon notification of the readiness of dispatch.
7. Deliveries can be made from our plants in Weißenhorn and Neu-Ulm.

§ 4 Prices, Terms of Payment

1. Prices apply strictly net ex works including loading plus the respective statutory value added tax.
2. Unless otherwise agreed upon, our invoices are payable within 10 days with a cash discount of 1 % or within 30 days net, in each case after receipt of invoice and delivery or acceptance of the goods.
3. The customer may only offset claims against counter-claims that have been established as final and absolute or are undisputed.

4. The assertion of a right of retention due to disputed counter-claims or counter-claims that have not been established by final judgement is excluded if these claims are not based on the same contractual relationship.
5. Bills of exchange are only accepted as payment if so agreed. Bills of exchange and cheques are credited subject to receipt less expenses effective as per the date at which the equivalent is available to us.
6. Incoming payments will be settled pursuant to § 366 paragraph 2 German Civil Code [BGB].
7. We are entitled to assign the claims arising from the business relationship with our customer.
8. If the customer is in default with any payment obligations owed to us, all receivables existing against the customer will become due with immediate effect.

§ 5 Notice of Defects, Liability for Defects

1. Claims for defects of the customer require the customer to have fulfilled its legal obligation to examine and to give notice of defects (§§ 377, 381 German Commercial Code [HGB]). In particular, the customer must immediately examine the goods received for any defects and with respect to the quality and must immediately notify us in writing of any visible defects, otherwise the customer's claims for defects lapse. If the customer discovers a defect, it may not dispose of the goods, i.e. they may neither be split, nor resold nor be processed further.
2. Specifications as to the quality, e.g. dimension, weight and other technical data are to be understood as a description of the quality only and do not represent the acceptance of a guarantee.
3. In the case of defects or if a detail about quality is missing with respect to the delivered goods, we can - at the customer's option - remedy the defect (rectification) or deliver a flawless item (subsequent delivery).
4. The buyer must give us the opportunity and the time required to carry out the subsequent performance owed, in particular to hand over the faulty goods for inspection purposes. At our option, we can demand to have the defective goods sent to us or persons commissioned by us for rework or replacement or to have the rectification carried out by us or by persons commissioned by us at the place where the goods are stored. The customer is entitled to the latter if it cannot be expected of the customer to send us the defective goods. The expenses (in particular transport, road, labour and material costs, however not costs for installation and dismantling) required for the inspection and

subsequent performance will be borne by us if a defect actually exists. This does not apply in the event of higher expenses that incur due to the fact that the goods were transferred to a place other than the customer's domicile or the business address after delivery, unless this transfer was in accordance with the intended use of the item.

5. If we are not prepared or not able to carry out a rectification of defects or a replacement delivery or if we do not carry out the necessary work within a reasonable period for reasons that we are responsible for, if this is unreasonable for the customer or fails in any other way, then the customer is entitled - at its option - to rescind the contract, to reduce the purchase price, or to demand compensation or reimbursement of its expenses. Claims for damages are limited in accordance with the general liability provisions stipulated in § 6.
6. The limitation period for material defects is 12 months. The limitation period does not apply if the law provides for longer periods pursuant to § 438 paragraph 1 no. 2 German Civil Code [BGB] (buildings and objects for buildings), § 479 paragraph 1 German Civil Code [BGB] (recourse claims) and § 634 paragraph 1 no. 2 German Civil Code [BGB] (construction defects).

§ 6 General Liability

1. The customer is only entitled to claim damages - irrespective of the legal basis -
 - a) if the damage was caused by a culpable infringement of a material contractual duty the fulfilment of which makes the proper execution of the contract possible in the first place and the compliance of which the contractual partner regularly relies on and may rely on or
 - b) if we guaranteed a quality with respect to the delivery item - even for a certain period of time - or
 - c) if a damage resulted from the injury to life, body or health or
 - d) if a damage is based on wilful intent or gross negligence.

If we are liable for the infringement of a material contractual duty in accordance with item 1 a) which has not been caused by gross negligence or wilful intent, the liability amount is limited to the damage, the occurrence of

which had to be expected on conclusion of the contract due to the circumstances known at that point in time.

2. The afore-mentioned limitations of liability also apply correspondingly to actions and to the personal liability of our employees, representatives, vicarious agents and other authorised agents.
3. The afore-mentioned limitation of liability does not apply insofar as we are liable pursuant to the German Product Liability Act.

§ 7 Retention of Title

1. All delivery items remain our property until all receivables - also future receivables - from the business relationship with the customer have been paid in full. In this respect, all deliveries are considered as one single delivery transaction.
2. The entering of individual receivables in an open account or the settlement of a balance as well as the acceptance of the same do not void the reservation of title in all its stages. If the customer includes a receivable from the resale of goods assigned to us in a current account relationship existing with the customer, the full amount of the receivables is to be assigned to us. After balancing, they will be replaced by the recognised amount which is assigned up to the amount corresponding to our original claim.
3. If the customer is in default with payment, we are entitled - after sending a reminder - to demand the goods subject to retention of title to be given to us without prior rescission.
4. Any processing or modification of the goods is deemed to be carried out for us. We are thus considered the manufacturer within the meaning of § 950 German Civil Code [BGB].
5. When processing the goods together with goods not belonging to the customer, we acquire co-ownership of the new item in proportion of the value of the goods subject to retention of title to the value of the other goods at the time of processing. If the goods subject to retention of title are connected, combined or mixed pursuant to §§ 947, 948 German Civil Code [BGB] with goods in which we do not have the ownership, we will become the co-owners in accordance with the legal provisions. If the customer acquires sole ownership by connection, combination or mixing, the customer will already assign the co-ownership to us in proportion of the value of the goods subject to retention of title to the value of the other goods at the time they were connected, combined or mixed. In these cases, the customer has to store the goods, in which we have co-ownership and which are also goods subject to retention of title within the

meaning of the afore-mentioned provisions, for us free of charge.

6. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. However, the customer already assigns to us all receivables in the amount of the value of the goods subject to retention of title including all ancillary rights until all receivables - also future receivables - from the business relationship with the customer have been paid in full. The customer authorises us to collect the receivables. We herewith accept the assignment.
7. The value of the goods subject to retention of title is the invoice amount of our trading invoice. If the customer has the co-ownership of the resold goods subject to retention of title, the assignment of the receivables extends to the amount corresponding to the customer's proportional value of co-ownership.
8. If the goods subject to retention of title are installed as an essential part of a piece of land, ship under construction or an aircraft, the customer already assigns any receivables resulting from the resale of the piece of land, land laws, ship, ship under construction or aircraft in the amount of the value of the goods subject to retention of title.
9. The customer is not entitled to pledge the goods subject to retention of title or to assign them by way of security until they have been paid in full.
10. Until revoked, the customer remains authorised to collect the assigned receivables. We will not make use of our authorisation to collect as long as the customer meets its payment obligations towards us.

In the event of justified reasons, the customer is obliged to name the debtor of the assigned receivable, to notify the same of the assignment, without prejudice to our right to notify the debtor of the assignment towards the customer and to provide us with the information and documents necessary for asserting our rights.

11. In the event of pledges or other interventions of third parties, the customer must immediately notify us in writing so that we can file a suit pursuant to § 771 German Code of Procedure [ZPO]. If the third party is not able to reimburse us for the judicial and extrajudicial costs of a suit pursuant to § 771 German Code of Procedure [ZPO], the customer is liable for the loss incurred by us.
12. In the case of a cheque-bill exchange procedure, the retention of title does not extinguish in all stages until the customer has met all its payment obligations towards us.
13. The customer is obliged to insure the delivery items against damage by natural forces at its own costs until the unreserved ownership is acquired. The

customer's claims against its insurance are deemed to be assigned to us up to the amount of the remaining receivables in the event of damage.

14. If the realisable value of the securities exceeds our claims by more than 20 %, we will release items of security at our option on the customer's request.

§ 8 General Provisions

1. Exclusively the law of the Federal Republic of Germany applies to all legal transactions carried out between the parties; the applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. We commit ourselves to comply with the relevant statutory regulations on dealing with employees, environmental protection and occupational safety. Furthermore, we will respect the "Ten Principles of the United Nations Global Compact Initiative (Davos 01/99)" and the principles and rights defined by the International Labour Organization (ILO) in the "ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up" (Geneva, 06/98). We will also oblige our suppliers to comply with the provisions stated in § 8.2 clause 1 and clause 2.
3. The place of performance is the place where our company is based.
4. For traders, legal persons and special funds under public law the exclusive place of jurisdiction for all disputes arising directly or indirectly from the legal relationship is the competent court in the district where we are based. However, we are also entitled to appeal to the court in the district where the customer is based.
5. To the extent permitted by law, we are entitled to pass on the customer data to third parties for the purpose of corporate financing and credit management.
6. Should single provisions of these General Terms and Conditions be or become ineffective, the effectiveness of the remaining provisions will not be affected thereof. If the ineffective provision contains an effective appropriate part, this part will remain in force. The parties undertake to agree on a substitute provision which comes closest to the economic result of the invalid provision.