

I. Preamble

- For supplies and services, the following conditions shall apply unless the parties have expressly agreed otherwise in writing.
- Other general conditions shall only be binding for WSP if WSP acknowledges them in writing.

II. Conclusion of Contract

- The contract is concluded if after receipt of the order (if applicable, within the deadline set by the customer) the written confirmation of WSP reaches the customer by letter, fax or e-mail. For a letter, receipt is deemed to have taken place three working days after dispatch. For fax, the time reported in the transmission protocol is valid, and for e-mail, receipt is deemed to have taken place three hours after dispatch, unless the customer proves non-receipt.
- If WSP has set a deadline for acceptance when submitting a written offer, the contract shall be deemed concluded if the buyer has posted a written statement of acceptance before the deadline (also possible by e-mail). However, this applies only if this statement of acceptance is received by WSP within one week following the deadline.

III. Scope of Delivery and Performance

- For the scope of services to be provided by WSP, the contractual agreements shall prevail.
- All agreements are only valid if they are made in writing.
- If the order acknowledgement of WSP contains extensions, limitations or other modifications compared to the order, the acceptance of the buyer is deemed to exist, unless he does not disagree immediately.
- If the customer accepts a temporary offer of WSP in due time, the scope of delivery and performance is according to the offer, unless WSP does not receive a deviant order acknowledgement.
- Supplements and changes must be confirmed in writing to be valid.

IV. Drawings and documents

- The documents belonging to the offer, such as illustrations, drawings, information on weight, measurements, services and the like, are only approximately relevant, unless they are expressly designated as binding.
- The property rights and copyrights in all drawings, quotations and other documents which are given to the customer in connection with the execution of the contract before or after conclusion of contract, fully remain at WSP. They must not be accessible to third parties without approval of WSP.
- WSP is required to make documents and information which are declared as confidential by the customer not accessible to third parties, unless the customer has given his agreement. Nevertheless, these may be available for third parties, if WSP has legitimately transferred supplies and services.

V. Price

- Except when otherwise stipulated, the prices include delivery without installation or assembly, ex works excluding shipment and packaging.
- Prices are subject to VAT (value added tax) at the respective statutory amount.

VI. Payment

- Unless otherwise agreed, the payment shall be made without any deductions and free from other levies:
 - For furnaces and plants: 1/3 at conclusion of contract;
1/3 as soon as the customer is informed that the main parts are ready for delivery
1/3 30 days after the due date of the second one-third
 - For spare parts: 30 days after delivery and receipt of invoice
 - For installations and other deliveries and services: immediately upon receipt of invoice
- The Purchaser may only set off those claims against the claims of the Seller that are undisputed and legally binding.
- The withholding of payments by the Purchaser due to counterclaims eventually disputed by WSP is not permitted.

VII. Delivery time / Liability for delay in delivery

- Delivery dates and times which can be agreed binding or non-binding must be specified in writing. Unless otherwise agreed, the delivery period starts with the date of the contract according to chapter II, but not before the adduction of the necessary documents, approvals, releases and not before the receipt of the agreed down payment.
- For the start of the delivery period it is additionally required that consensus has been reached concerning all technical questions to be clarified in later discussions. Compliance with the delivery period presupposes the fulfillment of the contractual obligations of the purchaser.
- Six weeks after exceeding a non-binding delivery date, the Purchaser is allowed to request WSP to deliver within two more weeks. If the delivery will not be executed within the time limit, WSP will be in default.
- A binding delivery period or a binding delivery date is fulfilled if the delivery item has left the factory or the dispatch has been notified prior to the expiry.
- If a binding delivery date or a binding delivery period cannot be met due to verifiable mobilization, war, riots, strikes, lockout or unforeseen obstacles, for which WSP is not liable, the date or the period should be extended appropriately.
- If WSP is in default, the Purchaser is allowed to refrain from the contract or he will receive a compensation, after he has set an appropriate period of grace of minimum 4 (four) weeks. The compensation is $\frac{1}{2}\%$ for every full week of delay, maximum 5% of the value of the corresponding part of the whole delivery that cannot be used in time or according to the contract. WSP is not liable if the loss even would have occurred if the delivery would have been without delay.
- Subject to the regulations in XII., further claims of the Purchaser, increasing the previous mentioned limit of 5% are excluded in all cases of delayed delivery.
- If the shipment is delayed on desire of the Purchaser, he will be charged with the storage costs, beginning one month after the announcement of readiness for dispatch. For storage in the WSP-facilities, this will be minimum $\frac{1}{2}\%$ of the invoice amount.

VIII. Transfer of risk and acceptance

- The risk shall be transferred to the Purchaser at latest with the dispatch of the goods, even if partial deliveries are made or WSP is responsible for the execution of other services, e.g. transportation or installation, or if WSP has paid the shipping cost.
- At Purchaser's option and at his expense, the shipment can be insured against theft, break, damage in transit, fire and water damage as well as against other insurable risks.
- If the shipment is delayed due to circumstances for which the Purchaser is responsible, the risk passes from the date of readiness for dispatch to the Purchaser, but WSP is obliged to transact the insurances at the request and expense of the Purchaser if desired.
- The delivery of goods with minor defects must be accepted by the Purchaser, without prejudice of the rights granted in section X.
- Partial deliveries are permitted.

IX. Reservation of title

WSP reserves the ownership of the delivered item until all claims against the Purchaser arising from the business condition have been fulfilled.

The Purchaser is entitled to resell the goods in the ordinary course of business operation. In case of non-payment, the Purchaser must agree title retention with his customer according to these conditions.

The Purchaser hereby assigns his claims arising from the resale of the goods as well as the retention of title to WSP. Upon request, he is obliged to inform his customers about the reservation of title and to provide the corresponding documents. WSP is entitled to insure the goods at the Purchaser's expense against theft, breakage, fire, water and other damages, unless the Purchaser has verifiably insured the goods by himself.

The Purchaser may not pledge the delivered item. In case of seizure, confiscation or other disposal by third parties, he has to inform WSP immediately. In case of breach of contract, in particular in case of late payment, WSP is entitled to redeem the delivery items after a reminder and the Purchaser is obliged to restitute the delivered items.

The assertion of proprietary rights as well as the pledge of the delivery item of WSP shall not be deemed as cancellation of contract, unless the instalment purchase law applies. If the value of the securities given to WSP increases the value of claims by more than 20%, the securities must be released upon Purchaser's request.

X. Warranty for defects / statute of limitations

The purchaser is obliged to inspect the delivered goods immediately upon delivery for obvious defects. The finding of obvious defects must be reported to WSP within four business days after receipt, the finding of non-obvious defects must be reported to WSP within four business days after detection with an exact written description of the defects.

Subject to the regulations of chapter XII, WSP bears warranty for defects of the goods, including lack of guaranteed conditions, as following:

- Accurately reported defects are corrected by rework, new delivery or remanufacture (choice of WSP), unless the defects are minor. Replaced parts will become property of WSP.
- For essential third-party products, WSP is only liable after the Purchaser has instituted legal proceedings against the supplier and the cost cannot be recovered. WSP shall assign claims against the supplier for judicial enforcement. The Purchaser is obliged to accept the assignment fully.
- The Purchaser's right to assert claims by reason of defects will become time-barred one year after acceptance of the delivered item.
- There is no warranty for damages caused by the following reasons:
 - Unsuitable or improper use
 - Faulty installation or commissioning by the Purchaser or by third parties
 - Faulty or negligent treatment
 - Unsuitable operating resources
 - Replacement materials
 - Faulty construction work
 - Unsuitable foundations
 - Chemical, electro-chemical or electrical influences, unless they are not due to a fault of WSP
- To carry out all amendments or replacement deliveries which are necessary at the discretion of WSP, the Purchaser must give WSP the necessary time and opportunity, otherwise WSP is exempt from liability for defects. Only in urgent cases of danger of operational security, to defend unreasonably large damage or if WSP is in delay with the remediation of the defect, the Purchaser has the right to remedy the defect by himself or by third parties and to require reimbursement of the costs (WSP must be informed immediately).
- WSP has to bear the direct costs for the reparation or replacement, including shipping cost and reasonable costs for dismantling and installation if the claim is justified. In particular cases, WSP has to provide service personnel free of charge. All other cost will be borne by the Purchaser.
- The warranty period for reparations is three months, for spare parts or substitution six months, minimum until the original warranty period for the item. The deadline for liability for defects in the delivery item will be extended for the duration of the rectification of the defect.
- For accessories (spare parts, etc.) form accessory orders a warranty period of 12 months is granted.
- WSP is not liable for the consequences of modifications or repairs improperly made by the customer or any third party without prior authorization by WSP.
- The purchaser can demand the cancellation of the contract (rescission) or reduction if WSP fails to keep a reasonable grace period for repair or replacement delivery of a defective part by their lack. These rights of the purchaser also exist in case of failure of repair or replacement.
- Subject to the regulations in XII., further claims by the purchaser concerning defects in the delivery item are excluded.

XI. Impossibility, Contract adjustment

If the delivery or service will be impossible for WSP or for the purchaser, the general principles of law are valid (subject to the regulations in XII) with the following stipulation:

1. If the impossibility is due to the fault of WSP, the purchaser is entitled to claim damages. The claim for damages is limited to 10 % of the value of that part of delivery or service which cannot be put to the intended use due to the impossibility. Purchaser's claims for damages, which will exceed the above said limit of 10%, are excluded.
- This shall not apply in cases of intention or gross negligence, where liability is mandatory. The purchaser's right to withdraw from the contract remains unaffected.
2. If unforeseen events as defined in chapter VII.4 will change the economic relevance or the content of the delivery or service significantly or affect the operation process of WSP significantly, the contract shall be adjusted appropriately, as far as it corresponds to the principle of utmost good faith. Where this is economically unreasonable, WSP shall have the right to rescind the contract. If WSP exercises the right, they must inform the purchaser immediately after having realized the repercussions of the event, even if an extension of the delivery time was agreed with the purchaser at first.

XII. Limitations of Liability

1. For damages that are not caused to the delivery item itself, WSP is only liable (for any legal reason whatsoever) in case of intention or gross negligence of institutions or executives, for culpable injury to life, body, health, for damages which WSP has concealed fraudulently or if WSP has guaranteed that the item is free of these damages, as far as WSP is liable under the Product Liability Act for personal injury or property damage to privately used objects.
2. In case of culpable violation of essential contractual obligations, WSP shall also be liable for gross negligence of not-leading employees, or minor negligence. The latter is limited to the contract-typical, reasonable foreseen damage.
3. Further claims are excluded.
4. If the liability is limited under the foregoing provisions, this also applies for the personal liability of staff, employees, representatives and agents of WSP.
5. The regulations of this chapter shall apply for the claims of the purchaser, resulting in suggestions or advice linked to the contract or in breach of contractual obligations.

XIII. Installation and assembly

For each type of installation and assembly (as far as nothing else is agreed), the following stipulations shall apply:

1. Installation price
The installation will be charged on a time basis, unless a fixed price has been agreed in writing.
Agreed amounts shall be understood without VAT. If applicable, VAT has to be paid additionally.
2. Cooperation of the purchaser
The Purchaser shall support the installation personnel during installation on his own expense.
He must take care for protective measurements for persons and property. He shall inform the installation supervisor about special measurements at installation site.
The Purchaser has to provide on his own expense:
 - Appropriate workers (e.g. masons, carpenter, metalworker and other professionals as well as henchmen) in an appropriate number and time. The workers have to follow the instructions of the installation personnel.
- WSP is not liable for these workers. If a defect or damage has occurred as a result of the installation supervisor's instructions, chapter XVII. or XVIII will apply.
- WSP is furthermore not liable for
 - Carrying out of all earthworks, civil works, foundation, framework or other ancillary work outside the sector of industry including procurement of required materials.
 - Required commodities and materials like assembly wood, wedges, underlayment, cement, plastering and sealing materials, lubricants, fuel, and so on, hoisting devices, framework and other devices.
 - Operating power, heating, lighting, water, including the necessary connections.
 - Necessary dry and lockable facilities for the storage of the tools
 - Transportation of the items on installation site, protection of the installation site and installation material on any sort of negative impacts cleaning of installation site.
 - appropriate and theft-proof break room and heated working rooms, illumination, washing facilities, sanitary facilities and first aid stations for the installation personnel
 - Materials and actions which are necessary for the adjustment and contracted tests of the delivery item.
 - Protective clothing and protective devices which are necessary due to special circumstances at the installation site and which are not customary within WSP's industry.

Purchaser's technical assistance must ensure that the installation can begin immediately after arrival of the installation personnel. Furthermore, it shall be ensured that the installation can be carried out up to the acceptance of the contract works. If special plans or manuals are required, WSP shall deliver these documents in due time.

If the purchaser does not fulfill his obligations, WSP is entitled (but not obliged) to carry out the purchaser's obligations on the purchaser's cost. The statutory and contractual rights and claims of WSP remain unaffected.

XIV. Travel expenses, installation costs

1. General services on our part (preparation of installation, instructions, installation plans and manuals, installation supervision, contributions for installation and liability insurances) will be charged as expensed.
2. If the replacement of the installation personnel is necessary due to a reason WSP is not liable for, the resulting costs are charged to the purchaser.
3. Travel expenses of the installation personnel (incl. cost of transportation and transport insurance for the personal baggage as well as the carried or shipped

installation tools) shall be charged as expensed. Travel expenses include the costs for home travel.

4. For the rate of T&E expenses, please refer to the appendix. The T&E expenses shall also be granted for travel days.
5. The T&E expenses will also be granted during disability due to sickness or accident.
6. As far as possible, the installation personnel shall adapt to the purchaser's operation hours.
7. The purchaser shall confirm the working hours and service of the installation personnel on the submitted form.
8. Overtime shall be made if necessary and agreed.
9. For especially difficult or dirty work, as well as for work under aggravating or dangerous circumstances, an appropriate additional fee shall be paid.
10. Overtime rates shall be paid according to the appendix.
11. All rates according to the appendix are net values; the valid VAT will be added.
12. The foregoing provisions are supplemented by the relevant labor law and tariff provisions. They are subject to change if the above mentioned laws and agreements change and they are only valid if they are confirmed by us in writing. The costs of installation are to be paid immediately after receipt of invoice without any deduction. Withholding and offsetting are excluded. The installation costs will be charged weekly, monthly or after the installation is completed.
13. The installation personnel are not authorized to receive payments with discharging effect for the purchaser.
14. With this issue, all previous conditions are no longer valid.

XV. Installation time

- a. The agreed installation time is met, if the installation is completed before the expiration date. The installation time is met if the installation is finished and the plant is ready for the trial/precommissioning inspection or acceptance by the Purchaser. After the exceedance of a non-binding installation period, the purchaser is allowed to request WSP to mount within a further two weeks. If the installation is not completed within the time limit, WSP is in default.
- b. A binding delivery period or a binding delivery date is met if the delivery item is installed prior to expiry.
- c. If the non-compliance of a mandatory installation date or a binding installation period is verifiable due to mobilization, war, riot, strike, lockout or unforeseen obstacles, WSP is not liable for, the date or the deadline shall be extended. This also applies if these circumstances occur at sub-suppliers.
- d. If WSP is in default, the purchaser may withdraw from the contract after an adequate period of grace not less than 4 weeks or the purchaser may claim for compensation. For each full week of delay, $\frac{1}{2}\%$, in total maximum 5% of the installation price for the concerning part of the plant that cannot be used due to the delay may be charged. WSP is not liable if the defect would have been occurred even with timely delivery.
- e. Subject to the regulations in XII, further claims of the purchaser, which will increase the aforementioned 5% are excluded in all cases of delayed delivery.
- f. If the item to be installed has been destroyed or declined due to the fault of the purchaser, WSP is entitled to claim the installation price, less the saved expenses. The same applies if the installation is impossible due to reasons for which the purchaser is liable. The purchaser can claim a repetition of the installation if this is reasonable for WSP. For the repetition, a new compensation based on the contract prices shall be paid to WSP.

XVI. Acceptance

1. The purchaser is obliged to accept the installation as soon as the completion has been notified and a contractually provided test phase has taken place. If the installation is not according to the contract, WSP is obliged to rectify the defect at their expense. This does not apply if the defect is irrelevant for the interests of the purchaser or based on an issue attributable to the customer. If there is a non-essential defect, the purchaser is not allowed to refuse the acceptance, if WSP expressly acknowledges their obligation to correct the defect.
2. If the acceptance is delayed without any fault of WSP, the acceptance is effective two weeks after notification of the completion of installation.

XVII. Warranty for assembly work

The purchaser is obliged to inspect the installation services immediately after completion on defects. The finding of obvious defects has to be notified in writing to WSP within four working days after detection. The defect has to be described in writing.

Subject to the provisions in XII, WSP provides warranty for installation defects as following:

1. After acceptance of the installation, WSP is liable for defects occurring within one year after commissioning. In this case, WSP has to correct defects. The purchaser has to notify WSP about a detected defect immediately.
2. The liability of WSP does not apply if the defect is irrelevant for the interests of the purchaser or if it is based on a fault of the purchaser.
3. WSP is not liable for the consequences of alterations or maintenance work executed improperly by the purchaser or third party without prior notification to WSP. Only in urgent cases, where safety is endangered, and to prevent disproportional damage or if WSP is in default with the remedy of defect, the purchaser has the right to correct the defect by himself or by third party. In this case the purchaser shall claim for refund of expenses.
4. The purchaser has the right to reduce the purchase price, if a grace time for the remedy of defect will expire fruitlessly due to culpability of WSP. This right shall also be given in other cases of failure of the remedy of defect. Only if the installation is verifiably without interest for the purchaser, the purchaser may rescind the contract by notice.

XVIII. Other liabilities of the installation contractor, disclaimer

1. If an installation part delivered of WSP is damaged during the assembly due to a fault of WSP, WSP shall (at WSP's option) repair the part or shall exchange it.
2. If the purchaser cannot use the installed part according to the contract, as a result of omission or faulty execution or due to proposals or consultations before or after conclusion of contract as well as other contractual subsidiary obligations, the provisions of chapter XII shall apply, excluding any further claims.

XIX. Liability of the purchaser

If any equipment or tools belonging to WSP would be damaged on installation site or if these items would get lost, the purchaser is obliged to compensate the damages and losses, if WSP has no responsibility for the incident.

XX. Jurisdiction

For all disputes arising from the contractual relationship, if the purchaser is a general merchant/registered trader, a corporate body under public law or a government-owned fund under public law, the court at the headquarters of WSP is competent.

XXI. Bindleness

1. Amendments to the agreements and to these conditions must be made in writing.
2. If any provision of these Terms of Business is in whole or partly legally invalid, the validity of the remaining provisions shall remain unaffected.

Annex**1. Invoicing**

If no fixed price for the installation of the delivery item is agreed in the contract, we place the following terms for the calculation of the installation costs.

For the deployment of installation personnel, we calculate the cost according to the following terms:

- a. The working time of installation personnel depends on the operational sequences at installation site.
- b. We charge the following hourly rates per employee and normal working hour for working time, travelling time, attendance time and waiting time

Assembler, mechanic, electrician	80.00 €/hour
Service technician / Installation supervisor	98.00 €/hour
Programmer / software engineer	128.00 €/hour
Engineer	128.00 €/hour
Senior Engineer for tasks with high degree of complexity	170.00 €/hour

The regular hours of work are 40 hours per week that means 8 hours per day from Monday to Friday.

These hourly rates include the use of tools, welding machines, etc. as well as programming devices and PC.

The extra payment for dirty work inside the furnace is 8.00 €/hr.

2. Additional fee for overtime

All hours beyond the regular working time are considered as overtime.

- a) For the first two overtime hours add 25%
- b) For each additional overtime hour and night work from 06:00 pm until 06:00 am and working hours on Saturdays, Sundays, and on 24 December and on 31 December from 01:00 p.m. add 50%
- c) For each working hour on public holidays add 100%
- d) For each working hour on 01 January, Easter Sunday, on 01 May, Pentecost Sunday, on Christmas as well as on 24 December and 31 December from 8 p.m. add 150%

3. T&E Expenses

The T&E Expenses are governed by the statutory provisions. The following rates will be charged per employee and day within Germany. (For other countries: cf country list).

- a) Time of absence: more than hours 14.00 €
- b) Minimum 24 hours 28.00 €

The T&E expenses shall be paid also for Sundays and public holidays when no work is done, if these are within the overall installation.

4. Travel Expenses

Outbound and inbound travels, daily distances are calculated as following:

- a) Cost for travel by car/station wagon 1.10 €/km
- b) Cost for travel by car/station wagon and trailer 1.20 €/km
- c) Cost for travel by trucks/vans 1.30 €/km

Required transportation at the installation site, also transportation from and to accommodation facilities, are charged at the rate described above.

5. Installation abroad

For installations outside of Germany special conditions shall apply.

6. Homeward journeys

Our service staff reserves the right of a paid home journey every 4 weeks. The incurred costs will be charged as listed.

7. Incidental costs

Additional costs, such as expenses for luggage transport, transport costs for any necessary tools, telephone charges, installation and maintenance preparations and briefings etc. which are directly associated with the installation work will be charged at actual cost.

All rates are net amounts. The valid value added tax (VAT) is charged in addition. In so far our installation conditions shall apply.

8. Quotation

Prices are subject to value added tax (VAT) at the respective statutory amount.