

General Terms of Delivery of WEB Trailer GmbH, Twist

§1 General

- (1) These Terms of Delivery apply exclusively; the Supplier shall not acknowledge any terms and conditions of the Purchaser that conflict with or deviate from these Terms of Delivery, unless their validity has been confirmed in writing. The Supplier's Terms of Delivery also apply if the Supplier carries out the delivery to the Purchaser without reservation in the knowledge that the Purchaser's terms conflict with or deviate from its Terms of Delivery.
- (2) These Terms of Delivery only apply to companies pursuant to Section 310 (4) BGB (German Civil Code)

§2 Offer - Scope of delivery

- (1) The Agreement is concluded when the Supplier has confirmed acceptance of the Objects of Purchase in writing or has carried out the delivery.
- (2) The supplier reserves the property rights and copyrights to samples, cost estimates, offers, plans, drawings and similar information of a tangible and intangible nature, also in electronic form; they may not be made accessible to third parties.
The Supplier agrees to make information and documents designated as confidential by the Purchaser accessible to third parties only with the Purchaser's consent.

§3 Prices and Payment

- (1) In the absence of a special agreement, prices apply ex Supplier's warehouse of the or ex Manufacturer's works in case of dispatch from the manufacturers location, excluding packaging and loading. The price does not include the statutory VAT. It shall be charged additionally to the Purchaser at the respective statutory rate. If delivery is to take place 4 months after conclusion of the Agreement, the Supplier is entitled to demand negotiations regarding a revision of the price in the event of price increases by its upstream suppliers or unexpected increases in wage and transport costs. The Supplier is only bound by the agreed price for the agreed delivery period - however, at least 4 months. The Supplier may demand additional expenses from the Purchaser incurred by the Supplier due to the Purchaser's default in acceptance.
- (2) In the absence of special agreements, the purchase price is due for payment immediately without any deduction. The Purchaser's rights of retention under Section 320 BGB shall not be affected hereby. Cash discounts apply only in the event that the Purchaser is not in arrears with the payment of earlier deliveries.
- (3) The Supplier is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by the Supplier. The Supplier is furthermore entitled to a right of retention in as far as his counter claim is based on the same contractual relationship.
- (4) Payments may only be made to employees of the Supplier if they present a valid power of attorney for collection.

§4

Delivery deadlines - delays

- (1) Delivery periods and dates are only bindingly agreed if they have been expressly specified as such in writing by the Supplier. Compliance with a delivery period or delivery date by the Supplier presupposes that all commercial and technical issues between the contracting parties have been clarified and that the Purchaser has fulfilled all obligations incumbent upon it, such as providing the necessary official certificates or approvals or making a down payment. If this is not the case, the delivery period shall be reasonably extended or the delivery date reasonably postponed. This does not apply if the Supplier is responsible for the delay.
- (2) Compliance with a delivery period or a delivery date is subject to the correct and timely delivery to the Supplier. The Supplier shall inform the Purchaser of any foreseeable delays as soon as possible.
- (3) The delivery period is extended or the delivery date is postponed appropriately in the event of measures within the scope of legal industrial disputes, in particular strikes and lockouts, as well as in the event of the occurrence of unforeseen obstacles, which are beyond the control of the Supplier or its vicarious agents, insofar as such obstacles verifiably affect the delivery of the sold item.
- (4) The same applies if the Supplier, for its part, is not supplied on time. The Supplier is entitled to withdraw from the Agreement if the Manufacturer does not supply him. However, this does not apply if the Supplier is responsible for the non-delivery (e.g. default of payment).
- (5) Compliance with the delivery period or delivery date shall be subject to the Purchaser's fulfilment of his contractual obligations.
- (6) The Supplier is not liable for deliveries delayed or not made (impossibility) due to the fault of his sub-supplier - except for fault in selection or supervision. Sentence 1 does not apply if the relationship between the Supplier and the Purchaser is governed by the law on contracts for work and services. In any case, the Supplier is obliged to indemnify the Purchaser if the Purchaser is unable to fully enforce the claims assigned to him against the Supplier.
- (7) If the Supplier is in default and the Purchaser incurs damage as a result, the Purchaser is entitled to demand a lump-sum compensation for default. This amounts to a maximum of 5% of the value of that part of the total delivery which, as a result of the delay, cannot be used on time or in accordance with the Agreement.
- (8) In addition to the statutory period of Section 286 (3) BGB and the reminder, the Supplier may also place the Purchaser in default in deviation from the period according to item III.2. by another payment term determinable according to the calendar within the meaning of Section 286 (2) BGB.

§5

Transfer of risk - Acceptance

- (1) The risk shall pass to the Purchaser when the delivery item has been handed over to the carrier, forwarder or haulage contractor, or when it has been loaded onto a vehicle of the Supplier, however, at the latest when the delivery item has left the factory, even if partial deliveries are made or if the Supplier has assumed other services, e.g. the shipping costs or delivery and installation. Insofar as an acceptance is to take place, this shall be decisive for the transfer of risk. Acceptance has to be carried out without delay on the acceptance date, alternatively following the Supplier's notification that the goods are ready for acceptance. The Purchaser may not refuse acceptance in the event of a non-essential defect.
- (2) If dispatch is delayed or does not take place due to circumstances attributable to the Purchaser, the risk shall be transferred to the Purchaser on the day on which the goods are ready for dispatch. However, the Supplier is obliged to effect the insurances demanded by the Purchaser at the request and expense of the Purchaser.

WEB Trailer GmbH • Otto-Hahn-Str. 1 • 49767 Twist

Phone: 0 59 36 / 93 40-727 • Fax: 0 37 21 / 88 72 76 • Mobile: 01 79 / 79 76 282

Legal form: GmbH (limited liability company) • District Court Osnabrück: Commercial Register no. 203628 •

Managing Director: Ralf Saatkamp

Tax file no.: 61/204/11422 • VAT ID no.: DE 268 329 836

Bank account: Graftschafter Volksbank eG (Bank code: 280 699 56) Account: 4830 3330 00

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- (3) Partial deliveries are admissible if reasonable for the Purchaser.

§ 6 Reservation of title

- (1) The Supplier retains the title to the purchased items until receipt of all payments under the Supply Agreement. If the Purchaser is in breach of the Agreement, particularly in the event of default in payment, the Supplier is entitled to retrieve the purchased items. The retrieval of the merchandise by the Supplier constitutes the withdrawal from the Agreement. Following the retrieval of the merchandise, the Supplier is entitled to utilise it; the proceeds of realisation are set off against the Purchaser's liabilities - less any reasonable realisation costs.
- (2) The Purchaser is obliged to treat the merchandise with due care; in particular, the Purchaser is obliged to insure the merchandise adequately against damage by fire, water and theft at replacement value at his own expense. If maintenance and inspection work is required, the Purchaser has to carry this out in good time at his own expense.
- (3) In the event of seizures or other interventions by third parties, the Purchaser shall notify the Supplier in writing without delay so that the Supplier can bring an action pursuant to Section 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse the Supplier for court and out-of-court costs of an action pursuant to Section 771 ZPO, the Purchaser is liable for the loss incurred by the Supplier.
- (4) The Purchaser is entitled to on-sell the merchandise in the course of proper business; however, he hereby assigns to the Supplier all claims in the amount of the invoice (including VAT) accrued by him from his purchasers or third parties based on the on-selling, regardless whether the merchandise was on-sold with or without processing. The Purchaser is entitled to collect this claim also following the assignation. The Supplier's authority to collect the claim himself remains unaffected by this. However, the Supplier is not entitled to collect the claim as long as the Purchaser complies with his payment obligations from the revenue, is not in default of payment and has particularly not applied for the commencement of insolvency procedures or has suspended payment. However, if this is the case, the Supplier can demand that the Purchaser informs him of the assigned claims and their debtors, provides all information necessary for collection, provides the relevant documents and informs the debtors (third parties) of the assignation.
- (5) The processing or transformation of the merchandise by the Purchaser shall always be carried out for the Supplier. If the merchandise is processed with other objects not belonging to the Supplier, the Supplier shall acquire co-ownership of the new object in the ratio of the value of the merchandise (final invoice amount, including VAT) to the other processed objects at the time of processing. For the remainder, the same conditions apply for the items created by the processing as in case of merchandise delivered under reservation.
- (6) If the merchandise is inseparably mixed with other objects not belonging to the Supplier, the latter shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the Purchaser's item is to be regarded as the main item, it is deemed to be agreed that the Purchaser transfers co-ownership to the Supplier on a pro rata basis. The Purchaser shall hold the sole ownership or co-ownership thus created in safe custody for the Supplier.
- (7) The Purchaser also assigns to the Supplier the claims to secure the Supplier's claims against him which arise against a third party through the connection of the merchandise with a plot of land.
- (8) At the Purchaser's request, the Supplier is obligated to release the securities to which he is entitled insofar as the realisable value of the Supplier's securities exceeds the claims to be secured by more than 10%; the Supplier is responsible for selecting the securities to be released.

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§7 Warranty claims

For material defects and defects of title in the delivery, the Supplier shall provide the following warranty to the exclusion of further claims - subject to the provision in § 8:

Material defects:

- (1) All parts which prove to be defective as a result of a circumstance prior to the passing of risk shall be repaired or replaced free of defects and free of charge at the Supplier's discretion. The Supplier has to be notified in writing of the determination of such defects without undue delay. Replaced parts shall become the property of the Supplier.
- (2) After consultation with the Supplier, the Purchaser shall grant the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which appear necessary to the Supplier; otherwise the Supplier shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier has to be notified immediately, the Purchaser shall be entitled to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.
- (3) Of the direct costs arising from the repair or replacement delivery, the Supplier shall bear the costs of the replacement part including dispatch if the complaint proves to be justified. The Supplier shall also bear the costs of dismantling and installation as well as the costs of any necessary provision of the required fitters and assistants, including travel costs, in as far as this does not result in a disproportionate burden on the Supplier.
- (4) Within the framework of the statutory provisions, the Purchaser has the right to withdraw from the Agreement if the Supplier allows a reasonable period of time set for him to remedy the defect or to make a replacement delivery due to a material defect to expire fruitlessly, taking into account the statutory exceptions. In the event of a mere insignificant defect, the Purchaser is only entitled to a reduction of the contract price.
The right to a reduction of the contract price is otherwise excluded. Further claims are determined in accordance with § 8 (2) of these Terms and Conditions.
- (5) No warranty shall be assumed in particular in the following cases: unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, chemical, electrochemical or electrical influences - in as far as the Supplier is not responsible for them.
- (6) If the Purchaser or a third party carries out improper repairs, the Supplier is not liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the Supplier.

Legal defects:

- (7) If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the Supplier shall, at his own expense, generally procure the right for the Purchaser to continue using the delivery item or modify the delivery item in a manner that is reasonable for the Purchaser in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser is entitled to withdraw from the Agreement. The Supplier is also entitled to withdraw from the Agreement under the conditions specified above. Furthermore, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the holders of the property rights concerned.

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- (8) The Supplier's obligations specified above in Item (7) are conclusive in the event of infringement of industrial property rights and copyrights, subject to the provision in § 8 (2) of these Terms and Conditions. They apply only if
- the Purchaser notifies the Supplier of any asserted infringement of industrial property rights or copyrights without undue delay,
 - the Purchaser supports the Supplier to a reasonable extent in the defence against the asserted claims or enables the Supplier to carry out the modification measures according to the aforementioned Item (7),
 - the Supplier reserves the right to all defence measures including out-of-court settlements,
 - the defect of title is not based on an instruction of the Purchaser and
 - the infringement of rights was not caused by the Purchaser arbitrarily modifying the delivery item or using the item in a manner not in accordance with the Agreement.

§8

General liability limitation

- (1) The Purchaser is obliged to properly and completely coordinate the vehicle with the towing vehicle before operation, as well as to comply with the necessary inspections and maintenance intervals.
- (2) If the delivery item cannot be used by the Purchaser in accordance with the Agreement due to the fault of the Supplier as a result of omitted or faulty implementation of suggestions and advice given before or after conclusion of the Agreement or due to the breach of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of §§ 7 and 8 (2) of these Terms and Conditions apply mutatis mutandis to the exclusion of further claims by the Purchaser.
- (3) Regardless of any legal reasons, the Supplier is only liable for damage not occurring to the delivery item itself in the following cases
- a) in case of intent
 - b) in the event of gross negligence on the part of the organs or executive employees,
 - c) in the event of culpable injury to life, limb or health,
 - d) in case of defects which he has fraudulently concealed or the absence of which he has guaranteed,
 - e) in the event of defects in the delivery item for personal injury or property damage to privately used items in as far as liability exists under the Product Liability Act.

In the event of culpable breach of essential contractual obligations, the Supplier is also liable in case of gross negligence by non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the Agreement. Further claims are excluded.

§9

Statute of limitation

- (1) The statute of limitation for warranty claims is 12 months, calculated from the date of transfer of risk. The statute of limitations in case of delivery recourse according to Sections 478, 479 BGB remains unaffected; it amounts to 5 years calculated from the date of delivery of the defect item.
- (2) The statutory time limits apply to claims for damages pursuant to § 8 (2) lit. a) to e) of these Terms and Conditions.

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