

Gebr. Kaltenbach GmbH & Co. KG
Cresbacher Strasse 4
72280 Dornstetten
Telephone 0 74 43 / 244-0
Fax 0 74 43 / 244-39

You can build on us.
www.gebr-kaltenbach.de

General Terms and Conditions of Sale and Delivery

for Precast Concrete Components
of Gebrüder Kaltenbach GmbH & Co. KG,
Cresbacher Strasse 4, 72280 Dornstetten

1. Scope of Application

We supply precast floor slabs, double walls, precast stairs and custom-manufactured components (hereinafter: "Goods") exclusively on the basis of the following General Terms and Conditions in the version applicable at the time of the order.

We object to any deviating provisions. Provisions other than those contained herein shall apply only if we have given written consent to such provisions through a representative authorised to manage the Company. Our General Terms and Conditions shall also apply exclusively if, despite being aware of deviating clauses of the Customer, we deliver to the Customer without reservation.

These General Terms and Conditions shall also apply to further orders without any need for a specific reference to them again.

2. Offer

Unless expressly designated as binding, offers are non-binding in all respects. A contract shall come into existence only upon our written or electronic order confirmation or upon delivery of the Goods to the Customer.

In the case of offers designated as binding, a contract shall come into existence if the offer is accepted by the Purchaser within a period of two weeks from the date of the offer. After expiry of this period, we shall no longer be bound by the offer.

Technical advice is not part of this contract. Should technical advice form part of a contract in an individual case, an express written agreement to this effect shall be required.

3. Prices

The agreed prices shall apply. Where no price agreement has been made, our prices applicable on the date the contract is concluded shall be decisive.

Our prices are exclusive of the statutory value added tax applicable at the relevant time. They are ex works and therefore do not include the costs of packaging, freight, postage and insurance or any other shipping costs.

We shall be entitled to make a reasonable adjustment to the contract prices in line with increased labour and material costs, including price increases by upstream suppliers, if the Goods are delivered more than four months after conclusion of the contract and the increase in costs occurred after conclusion of the contract.

Additional services shall be remunerated separately at the customary rate.

The reinforcing steel installed, including the entire lattice girder, shall be invoiced separately in a steel schedule.

Parapets and similar items shall be invoiced by square metre. The steel installed as well as the anchoring and similar items required for them shall be invoiced separately in accordance with the relevant parts lists.

The support timbers required for stacking the floor slabs and other elements shall be paid for additionally by the recipient if they cannot be returned immediately.

Where steel is supplied, steel offcuts shall also be charged.

Design and other proposals, drafts, drawings and tools supplied by us shall remain our property and, like other documents that we have made available, may not be made accessible to third parties – even in excerpts – or reproduced without our consent.

Erection and installation plans are covered by the agreed unit prices.

However, if the Client makes changes after these plans have been prepared or requests additional services, the changes and additional services shall be invoiced separately.

4. Execution

The order shall be executed as described in the order confirmation. Construction drawings shall be binding only if they have been countersigned both by us and by the Customer.

Dimensions stated shall be regarded as approximate unless reference is expressly made to functional dimensions. The functional dimensions must already be expressly specified in the order. For check dimensions that are to be observed, the Purchaser shall request a sample before release for production. In all other respects, the dimensional tolerances of DIN 18202 shall apply.

If the Customer specifies the material to be used, the Purchaser shall be liable for the correctness of the material selection. In all other respects, the material number for chromium-nickel steels shall be selected to the best of our knowledge. We do not give any guarantee of chemical resistance. Stainless steels are also subject to pitting and crevice corrosion caused by products containing chloride. In case of doubt, a resistance

analysis specifying the chemical exposure shall be requested. Stainless and acid-resistant steels are not resistant to all chemical influences. The chemical and other influences occurring in the Customer's operations for the intended use shall be carefully examined by the Customer and communicated to us when selecting the material grade.

The Purchaser shall bear the costs of and provide the following in good time:

- Auxiliary personnel
- The supplies required for installation and commissioning
- Operating power and water, including all necessary connections up to the point of use
- Heating and general lighting

The fitters' working time shall be certified.

The ordering of overtime without our approval is prohibited. If the working time is not certified, the working hours recorded by the workers shall be deemed binding.

5. Delivery Conditions

Delivery periods are non-binding and are subject to correct and timely supplies to us, unless we have confirmed binding delivery periods in writing.

Our delivery obligation shall be suspended for as long as the Customer has not provided us with the execution documents and approvals to be supplied by the Customer and required for delivery or has not provided the relevant information.

Shortages of raw materials and energy, strikes, lockouts, transport disruptions, official orders, delays in delivery by upstream suppliers and operational disruptions, provided that the aforementioned circumstances are not attributable to us, as well as cases of force majeure, shall release us from our delivery obligation for the duration of their existence insofar as they impair our ability to deliver. In the aforementioned cases, we shall furthermore be entitled to withdraw from the contract if performance has become impossible or unreasonable for us or if the end of the impediment to performance cannot be foreseen.

If we are in default with a delivery, our liability towards businesses shall be limited, for each completed working week of delay, to 0.5% and in total to a maximum of 5% of the value of the affected partial delivery.

Our delivery obligation shall be suspended for as long as the Customer is in default towards us with a due obligation. If facts or circumstances become known to us that give rise to doubts as to the Customer's solvency, for example non-payment of due invoices for which reminders have been issued, and the Customer is not prepared to provide sufficient security despite being requested to do so, we shall be entitled to withdraw from the contract in whole or in part.

6. Dispatch and Passing of Risk

The risk in the subject matter of the delivery shall pass to the Customer upon notification that it is ready for dispatch, but no later than when it leaves the manufacturing plant, even if partial deliveries are made or we have undertaken other services, for example dispatch or delivery and erection at the construction site.

Where acceptance is required, it shall be decisive for the passing of risk. Acceptance must be carried out without undue delay on the acceptance date or, alternatively, following our notification that the Goods are ready for acceptance.

The Purchaser may not refuse acceptance on account of an immaterial defect.

Transport or other insurance shall be taken out only at the express request and at the expense of the Purchaser.

If dispatch is delayed at the request or through the fault of the Buyer, the Goods shall be stored at the Buyer's expense and risk. In this case, notification that the Goods are ready for dispatch shall be equivalent to dispatch.

In all other respects, the risk shall pass to the Buyer when the Goods are handed over to a forwarding agent or carrier, but no later than when they leave the warehouse.

In the case of delivery free to the point of use, the unloading point must be readily accessible by vehicles under their own power.

The recipient shall provide auxiliary personnel or appropriate machinery for unloading without undue delay. Waiting times shall be charged. Additional costs arising from slippery road conditions, ice, snowfall and assistance by an additional towing vehicle shall be borne by the Buyer.

Where delivery to the construction site has been agreed, suitable access routes for vehicles with a permissible gross weight of 40 t and the possibility of unloading without undue delay are required. If the delivery vehicle leaves the passable access road on the Customer's instructions, the Customer shall be liable for any damage caused as a result. If the Customer is a business, unloading shall be carried out by the Customer without undue delay and properly, unless otherwise agreed.

If the subject matter of the delivery is to be erected on foundations or base slabs constructed on site, the Customer shall be responsible for ensuring that the structures constructed on site are ready to receive it upon delivery.

If unloading is not possible upon delivery in accordance with the contract for reasons for which we are not responsible, the Customer shall determine without undue delay what is to be done with the delivery.

If the Customer is in default of acceptance or culpably breaches other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us as a result, including any additional expenses. Further claims shall remain unaffected.

If the Customer is in default of acceptance, the risk of accidental loss or accidental deterioration of the Goods shall pass to the Customer at the time the Customer enters into default.

7. Liability for Defects

Our products are subject to quality monitoring. Samples or specimens shall be regarded as non-binding illustrative items. Minor deviations from them shall not entitle the Customer to make complaints. Deviations, changes or tolerances within the scope of DIN standards do not constitute a defect, nor do product-related or material-related deviations or changes such as lime efflorescence, colour variations, burrs and pores. The use of natural aggregates may lead to variations in the characteristics of our products, such as efflorescence, colour variations, burrs, pores, voids or surface cracks. Such variations within the relevant DIN standards do not constitute a deviation from the agreed, contractually presumed or customary quality.

If the Customer is a merchant, the Customer shall notify us in writing of obvious defects in the Goods without undue delay after delivery and of hidden defects without undue delay after discovery. Otherwise, the delivery shall be deemed approved.

For defects in quality and defects in title in the delivery, we provide a warranty, to the exclusion of further claims, as follows:

At our option, all parts that prove to be defective as a result of a circumstance occurring before the passing of risk shall be repaired or supplied anew free of charge. We shall be notified in writing of the discovery of such defects without undue delay. Replaced parts shall become our property.

For the performance of all repairs and replacement deliveries that we deem necessary, the Purchaser shall, after consultation with us, give us the necessary time and opportunity. Otherwise, we shall be released from liability for the resulting consequences. Only in urgent cases involving a risk to operational safety and in order to avert disproportionately extensive damage, in which case we shall be notified immediately, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement from us of the necessary, reasonable expenses.

The standard warranty period for defects in quality is 12 months, provided that the contracting party is not a consumer. This shall not apply insofar as longer periods are prescribed pursuant to sections 438 (1) BGB (structures and things for structures), 479 (1) BGB (right of recourse) and 634a (1) no. 2 BGB, or in cases of injury to life, limb or

health, a grossly negligent breach of duty, or claims for damages under the Product Liability Act.

The warranty period shall commence upon acceptance; where acceptance has not been carried out without justification, it shall commence upon notification that acceptance is possible.

In order to remedy defects in the concrete products supplied by us that have been justifiably complained of, we may, at our option, either carry out repairs or supply replacements. We must exercise this right of choice without undue delay, but no later than one week after the facts have been clarified, by making a declaration to the Customer. If replacement deliveries or repairs fail or require disproportionate expense, only a reduction of the purchase price may be demanded after installation.

8. Liability

Liability for damages is excluded insofar as legally permissible. We shall not be liable for damage not attributable to intent or gross negligence, unless the fault concerns a material contractual obligation, the performance of which is essential for the proper performance of the contract and on compliance with which the contracting party regularly relies and may rely (cardinal obligation), and/or an owner or executive employee of the Company. This exclusion of liability shall not cover cases in which defects in quality or defects in title, as a result of a negligent breach of duty, lead to injury to life, limb or health, or liability under the Product Liability Act.

Our liability shall be limited to the net value of the Goods in the delivery from which the defective item originates. It shall always be limited to the damage that is typically foreseeable.

Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our salaried employees, workers, staff, representatives and vicarious agents.

9. Payment

Prices are ex concrete plant or delivery warehouse and exclude freight, packaging and value added tax, unless otherwise specifically agreed.

Our invoices are payable without deduction at our registered office; cash discounts and other reductions require a special agreement. Cheques shall be deemed payment only after they have been cleared.

If, after acceptance of an order, circumstances become known which, in our due discretion, give rise to doubts concerning performance of the contract by the Buyer, we shall be entitled to refuse the performance incumbent upon us until the counter-performance has been rendered or security has been provided for it.

Upon this notification, all outstanding claims arising from the business relationship shall become due immediately.

In the event of late payment, default interest at a rate of 9 percentage points above the base interest rate shall be charged if the Buyer is a business. Set-off by the business against counterclaims of any kind is excluded unless the counterclaim submitted for set-off is undisputed, acknowledged, finally adjudicated or ready for a decision.

10. Retention of Title

The Goods supplied shall remain our property as goods subject to retention of title until all existing and future claims arising from the business relationship have been satisfied. This shall also apply if individual or all claims have been entered into a current account and the balance has been struck and acknowledged. Cheques shall be deemed fulfilment only after they have been irrevocably cleared.

The Buyer may neither pledge our Goods nor transfer them by way of security. The Buyer shall be entitled to resell the Goods in the ordinary course of business only if the Buyer hereby assigns to us in advance all claims arising from the resale against purchasers or third parties. This shall not apply if the Buyer has already validly assigned in advance the claim against a contracting party to a third party or has agreed a prohibition on assignment with the contracting party. The Buyer shall not be entitled to make any other dispositions of the Goods subject to retention of title, in particular pledging or transfer by way of security.

Any processing of our Goods by the Buyer into a new movable item shall be carried out on our behalf and with effect for us, without giving rise to any liabilities on our part. We hereby grant the Buyer co-ownership of the item in the ratio of the value of the new item to the value of our Goods. The Buyer shall be entitled, in the course of ordinary business operations, to resell the delivered Goods subject to retention of title to one or more purchasers, including after treatment or processing. In this case, the Purchaser hereby assigns the claims arising from the further resale of the Goods subject to retention of title in the amount of the value of our Goods, ranking ahead of the remaining part of its claims. We accept the assignment.

If a current account relationship exists between the Buyer and the third party, the assignment shall extend not only to the balance acknowledged pursuant to section 355 HGB, but also to any surplus arising from the current account relationship, which shall become payable immediately without determination and acknowledgement. The Buyer shall remain authorised to collect these claims after assignment until such authorisation is revoked. Our authority to collect the claim ourselves shall remain unaffected by this; however, we undertake not to collect the claim and not to revoke the Buyer's authority to collect for as long as the Buyer duly meets its payment and other obligations. We may require the Buyer to disclose to us the assigned claims and the

debtors thereof, provide all information necessary for collection, hand over the associated documents and notify the debtor of the assignment.

If, by combining, commingling or mixing our Goods with other movable items to form a uniform new item, the Buyer acquires sole ownership or co-ownership of that item, the Buyer hereby transfers this ownership right to us as security for the fulfilment of our purchase price claim in the ratio of the value of our Goods to the value of the other items. Our co-ownership shall continue until our claims have been satisfied in full.

In the event of default in payment or an application for the opening of insolvency proceedings over the Buyer's assets, we shall be entitled to demand the immediate surrender of the Goods subject to retention of title. Taking back the Goods shall not constitute withdrawal from the contract. At the same time, claims subject to a time limit shall then become due for payment immediately.

If the value of the existing securities exceeds the claim to be secured by more than 10%, we shall, at the Buyer's request, be obliged to release securities to the extent that they exceed the realisable value of 110% of our claims. We shall be entitled to select the securities to be released.

The Buyer shall store all items owned or co-owned by us free of charge and with the due care of a prudent merchant. The Buyer shall notify us without undue delay of any attachment or any other impairment of our rights by third parties. The Buyer shall hand over to us all documents necessary for an intervention and shall bear any intervention costs charged to us insofar as they cannot be recovered from third parties.

11. Place of Performance, Place of Jurisdiction, Choice of Law

If our contracting party is a business, the place of performance for delivery shall be the respective supplying plant and, for payment, the registered office of our administration in Dornstetten.

The place of jurisdiction for all legal disputes with merchants arising from the contractual relationship or concerning its formation and validity shall be the registered office of our administration or, at our option, also the registered office of our respective supplying plant or our sales company.

German law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

12. General Provisions

Should any provision of these Terms and Conditions or of any further agreements concluded be invalid, this shall not affect the validity of the remaining Terms and Conditions. The contracting parties shall then be obliged to replace the invalid provision with a permissible provision that comes as close as possible to achieving the same economic result.

Deliveries are made in accordance with our General Terms and Conditions – available online at www.gebr-kaltenbach.de/agbs

Data protection information: www.gebr-kaltenbach.de/datenschutz

Volksbank Dornstetten eG

IBAN: DE69 6426 2408 0063 0770 00

BIC: GENODES1VDS

Kreissparkasse Freudenstadt

IBAN: DE86 6425 1060 0000 3005 73

BIC: SOLADES1FDS

Tax No.: 42 073 355 04

VAT ID No.: DE144 254 757

Local Court Stuttgart HRA 440314

General partner: Kaltenbach Verwaltungs GmbH

Managing Directors:

Armin Kaltenbach,

Dr. Marion Kaltenbach-Freuding

Local Court Stuttgart HRB 440759