

**General Terms of Trade of Unigrind GmbH & Co. KG,
Frackersberg 16, 52224 Stolberg (Rhineland)
(GTT – foreign) for service, repair and maintenance work**

§ 1 Scope of application, object of contract

1.)
These General Terms of Trade (referred to below as the "GTT") of Unigrind GmbH & Co. KG (referred to below as "Unigrind") apply to all the service, repair and maintenance work to be performed by Unigrind (referred to below as the "services") in accordance with the contract concluded between Unigrind and its contractual partner (referred to below as the "Customer").

2.)
These GTT apply exclusively. Unigrind does not recognise the customer's conditions which contradict or deviate from these GTT, unless Unigrind has expressly agreed to their validity in writing. The same applies even if Unigrind has not expressly contradicted the customer's conditions. The customer's deviating business conditions are hereby expressly contradicted, even if these have been sent to Unigrind with a letter of confirmation.

These GTT also apply if Unigrind provides the relevant services without reservation, despite being aware of the customer's conditions which contradict or deviate from these GTT.

3.)
The customer declares its consent to the application of these GTT by receiving them without objection.

The GTT likewise apply to all transactions with the customer in the future.

4.)
Changes or supplements to these GTT, additional verbal agreements and all other contradictory accords between Unigrind and the customer require the written form to be effective. The same applies to any waiver of the requirement of the written form itself.

§ 2 Scope and provision of services

1.)
Unigrind usually provides its services from Mondays to Fridays between 8 a.m. and 5 p.m..

2.)
The services are provided either by means of repair work or by replacing defective components at Unigrind's discretion. Equipment is regarded as repaired if it is able to be deployed again for the intended purpose.

3.)
Unigrind's services do not cover power and water supplies, nor any other work beyond the equipment. They furthermore do not include the disposal of defective and/or old components. Dismantled parts remain the property of the customer, insofar as Unigrind does not provide the spare part solely in return for the dismantled part. In such a case, the dismantled part becomes the property of Unigrind.

Unigrind is entitled to refuse to provide its services if it believes that equipment can no longer be repaired or is not worth repairing, and/or if the spare parts required are no longer available. If a safety risk is established which is not caused by Unigrind, the services will be stopped until the risk has been removed.

The customer must ensure that Unigrind's engineers have free access to the equipment. The customer is obliged to cooperate properly in the performance of Unigrind's services.

The customer must ensure that the equipment is handled carefully and operated correctly.

4.)
Where maintenance work is concerned, Unigrind undertakes to inspect the plant to be maintained at no charge, without delay after the maintenance contract has been concluded. If the inspection establishes defects, these shall be rectified in the scope detailed in Unigrind's report at the customer's expense.

Regular maintenance work is performed at the intervals prescribed in the maintenance contract in question, whereby the precise dates may deviate by up to 4 (four) weeks either side of the scheduled maintenance dates. First-time maintenance cannot be performed to schedule until any defects established by the aforesaid inspection have been rectified.

§ 3 Prices and conditions of payment

a.) For service and repair work

1.)
The prices agreed in the respective contracts are decisive. Binding price details are generally given in the form of a written cost quotation from Unigrind, in which all details are stated and the time and materials required to perform the services are itemised together with the prices. Unigrind is bound by such a cost quotation if the customer issues the order to Unigrind within 4 (four) weeks of receiving the cost quotation.

If a fixed price is not agreed in a particular contract, Unigrind shall then invoice the services by the work hours, travel costs and spare parts involved. It shall do so immediately after providing the services on the basis of its current price list and add value-added tax at the prevailing rate, which is payable in addition.

The customer shall sign a work record confirming that the services have been provided.

2.)
Remuneration is due after all the services have been completed and is payable within 10 (ten) days from presentation of invoice without deduction, unless something different has been agreed. The legal regulations concerning the consequences of default of payment apply.

If services are broken off prematurely at the customer's request, or in case of demands which are subsequently revoked by the customer, the customer shall then pay all of the expenditure already incurred by Unigrind.

The customer has rights of offsetting only if its counter-claims have been established by a court of law or if Unigrind have recognised such in writing. The customer is not allowed to exercise a right of retention unless its counter-claim originates from the same contractual relationship and has been established by a court of law or has been recognised by Unigrind in writing.

3.)
a.) If repairs are required, the costs established beforehand by Unigrind must be approved by the customer. If it is not possible to reach agreement on the costs to be recompensed by the customer, the customer must then arrange for the necessary repairs in the scope established by Unigrind to be performed by an outside party. In such cases, Unigrind is not liable for losses incurred due to the non-performance of repair work.

b.) For maintenance work

1.)
The maintenance fees regulated in the contract apply.

2.) Maintenance fees are due within 10 (ten) days from presentation of invoice and payable to Unigrind without charges. The legal regulations concerning the consequences of default of payment apply.

3.) The materials used for normal repairs during maintenance work shall be invoiced separately and shall be remunerated additionally by the customer, unless this involves a warranty case.

Unigrind reserves the right to increase or reduce its maintenance fees in line with cost changes that occur, these being due in particular, although not limited to, collective bargaining agreements. If an increase amounts to more than 5 (five) % of the rate of fees agreed, the customer has the right to dissolve the contract, although it must avail itself of this right within 4 weeks from the announcement of the change.

The customer loses this right once this deadline has expired.

c) General provisions

1.) Outside costs, such as costs for compiling/providing certificates of origin, authentications, legalisations, apostilles or other deeds prepared by official offices, institutions (e.g. ICC), consulates etc., are invoiced additionally by Unigrind and are payable by the customer in addition.

2.) If it has been agreed that Unigrind is to provide services in addition to the delivery, e.g. commissioning and/or training etc., and if payments are due after provision of such services in accordance with the agreement, these payments are then also regarded as due even if the additional services are not used or called up by the customer, despite an appropriate offer from Unigrind to provide these services, for reasons which Unigrind is not responsible, or are delayed for some other reason.

§ 4 Offers and conclusion of contract (and offer and contractual documents)

1.) Orders placed by the customer represent binding offers of contract which Unigrind can accept within 2 (two) weeks by sending a confirmation of order or by providing the service in question. The date of Unigrind's letter of confirmation is regarded as the date on which the contract is concluded.

Offers and/or cost quotations submitted beforehand by Unigrind are non-binding and free of obligation.

2.) Unigrind reserves all rights of ownership and copyrights to illustrations, drawings, calculations and other documents. The same applies to written documents marked as confidential. Such may not be passed on to third parties without prior express approval from Unigrind in writing.

§ 5 Provision of services

1.) Dates stated by Unigrind for the provision of services are non-binding, unless something different has been agreed in the relevant contract.

2.) Delivery dates and deadlines agreed are extended by the period in which the customer is in default of its obligations towards Unigrind.

Agreed delivery deadlines are furthermore extended reasonably if unforeseen circumstances occur which are beyond the control of Unigrind, such as an Act of God (Force Majeure), e.g. operational breakdowns, strikes, lock-outs, delays in receiving supplies, fire, flooding, earthquakes, other natural catastrophes, normative acts of organs of the state, export/import sanctions, acts of war declared or undeclared, sanctions, boycotts etc.. Deadlines are then extended by the duration of these circumstances plus a reasonable start-up time to rectify the consequences of these circumstances. In important cases, Unigrind shall notify the start and end of such hindrances to the customer without delay.

All liability on the part of Unigrind is excluded in the aforesaid cases.

3.) If Unigrind is in default, the customer must grant a reasonable period of grace in writing with the threat of rejection. Once this period of grace has expired fruitlessly, the customer is entitled to withdraw from the contract.

4.) If the customer suffers losses due to a delay for which Unigrind is responsible, the customer is then entitled to demand recompense in the scope determined by the following § 7 of these GTT.

However, this only applies if the customer has properly fulfilled all of its contractual obligations.

5.) If the customer is in default of acceptance or infringes other duties of cooperation, Unigrind is entitled to demand recompense for the losses it incurs, including any added expenditure.

§ 6 Liability for defects

1.) Unigrind provides a warranty for any defects by means of subsequent performance. If subsequent performance fails, the customer can demand a reduction in the remuneration (diminution) or in the case of services, rescind the contract (withdrawal), or in the case of maintenance work terminate the contract. The same applies if Unigrind seriously and definitively refuses subsequent performance.

The customer has no right of withdrawal / termination if Unigrind is culpable of only a minor infringement of duty.

The foregoing claims due to defects expire by limitation of time in 1 (one) year.

This does not apply if claims to damages due to defects are concerned.

§ 7 below applies to claims to damages due to defects.

Unigrind does not grant guarantees in the legal sense to the customer.

§ 7 liability for damages

1.) Liability for infringements of contractual duties, for illicit acts and other claims is limited to malice aforethought and gross negligence. This does not apply to fatalities, physical injuries or harm to the health of the customer, claims concerning the violation of cardinal duties (these being duties resulting from the nature of the contract and the infringement of which make the achievement of the purpose of contract doubtful) and recompense for default damages. Insofar, Unigrind is liable for each degree of culpability.

Liability in case of default of performance, however, is limited to flat-rate recompense of 0.5% of the value of the services for each completed week of default, although to a maximum 5 (five) % of the value of the services.

Insofar as liability is not excluded for losses attributable to slight negligence and which do not concern fatalities, physical injuries or harm to the health of the customer, such claims expire by limitation of time within one year starting from the date on which the claim arises or, in case of claims to damages due to a defect, from acceptance of the work.

Insofar as liability for claims to damages against Unigrind has been excluded or limited, the same applies to personal liability for claims to damages on the part of Unigrind's staff, workers, employees, representatives and vicarious agents.

The foregoing limitations to and exclusion of liability likewise apply to infringements of duty caused by slight negligence on the part of Unigrind's vicarious agents..

§ 8 Expiry of own claims by limitation of time

Unigrind's claims to payment of the remuneration expire by limitation of time in 5 years from maturity.

§ 9 Form of declarations

Declarations and notices of legal significance which the customer must submit to Unigrind or to a third party require the written form. The same applies to a waiver of the requirement of the written form itself.

§ 10 Place of fulfilment and payment

Unless something different has been expressly agreed in writing in the respective contract, the place of fulfilment and payment is Unigrind's registered office.

§ 11 Salvatory clause

Should provisions in this contract and/or these GTT be legally unworkable or ineffective in part or in full, or if they lose their legal workability or effectiveness at a later date, this shall not affect the validity of the remaining provisions in the contract. The same applies if it transpires that the contract has a loophole. An unworkable or ineffective provision shall be replaced or a loophole closed by a reasonable regulation which, insofar as legally admissible, comes closest to that which the parties to the contract intended (or would have intended under the sense and purpose of the contract, had they considered the matter upon conclusion of contract). The same applies if the unworkability of a provision is due to a measure of performance or time (deadline or date) prescribed in the contract; a legally admissible measure of performance or time (deadline or date) which comes as close as possible to that intended shall then apply.

§ 12 Choice of law, place of jurisdiction

1.)

All disputes arising from or in connection with the contract, including these GTT, or concerning their validity or the validity of this arbitration clause itself shall be definitively resolved in accordance with the arbitration code issued by Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) to the exclusion of regular courts of law.

The place of arbitration is Cologne / Germany.

The arbitration proceedings shall be held in German.

2.)

German law shall prevail, unless something different has been expressly agreed in writing in the respective contracts. Application of UN commercial law is excluded.