

## General Terms and Conditions of HAVER ENGINEERING GmbH (effective January, 2016)

### 1. Subject

- 1.1 The terms and conditions stated hereinafter shall exclusively apply to all orders placed with **HAVER ENGINEERING GmbH** (hereinafter referred to as "HEM").
- 1.2 The terms and conditions of the Company shall also not apply even if not expressly contradicted by HEM.

### 2. General

- 2.1 HEM fulfills the ordered service according to Company's specification. HEM does not owe any success but fulfilment of the ordered service.
- 2.2 The Company has to assist HEM in order fulfilment by providing HEM on request with all required material/documentation free of charge.
- 2.3 After completion of fulfilment of the services HEM shall be obliged to generate a report in written form and to submit it to the Company in triplicate. The parties will individually agree on the form of delivery (by mail, by e-mail etc.).
- 2.4 HEM hereby reserves the right of title and copyrights to any documentation, as for example calculations, drawings, pictures etc., provided to the Company within the framework of order placement. These documents may not be disclosed to third parties without the prior explicit approval in writing of HEM.

### 3. Invoicing and payment

- 3.1 All services are invoiced upon agreement according to the terms and conditions of the respective order.  
Invoicing takes place with transmission of the final report.
- 3.2 Payments are immediately due from receipt of invoice by the Company. Discount is not granted.
- 3.3 Value-added tax at the legal rate is invoiced additionally.

### 4. Cooperation of the Company

- 4.1 The Company has to provide in consultation with HEM the necessary prerequisites for the performances and services to be fulfilled at its own cost.
- 4.2 The material/documentation provided to HEM shall be returned to the Company after completion of the works – or in case of a corresponding obligation – deleted by the Company at its cost.
- 4.3 The Company shall appoint a contact person to provide HEM with all necessary information and to take or obtain decisions without undue delay.

### 5. Dates

- 5.1 Dates shall be mutually fixed in the respective order between the Company and HEM.
- 5.2 HEM cannot be held responsible for disturbances due to strike, lockouts, loss of employees without its fault, delay of the sub-supplier, government intervention and similar circumstances. If HEM is hindered in order fulfilment by circumstances as stated above or the fact, that cooperation or information of the Company are not yet provided, the dates shall be deemed to be as extended for the duration of the interruption. HEM will inform the Company of the disturbance.
- 5.3 In case of any delay HEM is responsible for, the Company shall be entitled after an unsuccessful period of grace to cancel the contract fully or in part to the exclusion of all further rights and claims. Reminders and fixing of grace periods are subject to written form. The grace period must be at least 15 working days. Performances and services already fulfilled shall be invoiced as per clause 3.

### 6. Know-how

Any new know-how which may arise in the framework of the performances and services rendered by HEM shall remain with HEM.

### 7. Warranty

- 7.1 HEM shall be liable for damages irrespective of legal basis (i.e. non-fulfilment, impossibility, warranty, delay, fault at contract conclusion, breach of accessory obligations or tortious acts) only
  - a) in case of wilful intent in the full amount
  - b) in other cases for breach of a fundamental obligation through which the purpose of the contract is jeopardised but limited to the individual order value.
 Any further liability, in particular claims for damages resulting from consequential damages, like for example loss of production or loss of profit, is excluded.  
The defense of contributory negligence remains open. Statutory liability for personal injury and liability under the product liability act shall remain unaffected.
- 7.2 Claims of the Company arising from non-fulfilment, impossibility, delay, fault at contract conclusion, breach of accessory obligations or cancellation of contract are subject to a limitation period of one year. The limitation period shall commence with damage occurrence.

### 8. Confidentiality

The parties commit themselves reciprocally to hold all information, knowledge and documentation relating to the performances and services in strict confidence, will not disclose any of them to third parties and not to utilize the information for other purposes than fulfilment of the contract. These secrecy obligations are not valid for such information and knowledge, which were already in the recipient's possession at the time of its disclosure, were in the public domain prior to its transmission and/or will be disclosed to the public thereafter, come into the public domain otherwise than through the fault of the other party, the receiving party has received from an authorized third party. On written request of the respective party the receiving party will immediately return to the other party and/or delete all written or in other form recorded information designated as confidential.

### 9. Final provisions

- 9.1 Alterations to and amendments of the contract have to be made in writing. This shall also apply to any waiver of the clause for requirement of written form. Verbal agreements are null and void.
- 9.2 If these terms and conditions or one clause herefrom should be void or become invalid, this shall have no effect on the validity of the remaining content of the terms and conditions. The void or invalid clause(s) shall be replaced by valid ones, through which the economic purpose aimed at is reached as far as possible.
- 9.3 The place of jurisdiction shall be Chemnitz for all disputes between the contractual parties. Prior to any legal proceeding the contractual parties shall be obliged to attempt to settle the dispute out of court, employing the services of a competent third party, if necessary, unless such an attempt is likely to be unsuccessful.
- 9.4 The law of the Federal Republic of Germany shall exclusively apply.

**The English version of these terms and conditions shall be for convenience purposes only. In case of any inconsistencies, the German version shall prevail.**