

**General Terms and Conditions for Delivery and Payment**  
**for Rheinfeldен Semis GmbH & Co. KG**  
**(Version: October 2008)**

**1. Scope**

Unless other terms or conditions have been agreed upon in writing, solely the following terms and conditions are valid for all present and future deliveries and services (subsequently jointly referred to as "Deliveries". Our customers' terms and conditions are valid only to the extent that we agree to them in writing.

**2. Conclusion of a Contract**

**2.1**

Our offers are not binding. Contracts come into being only through our written confirmation of the order or by delivery. In particular, our employees are required to confirm in writing oral agreements and commitments that go beyond the contents of the written contract or change these General Terms and Conditions for Delivery and Payment to our disadvantage.

**2.2**

Unless the illustrations, drawings, and details concerning color, weight, and dimensions belonging to our offer are expressly referred to as being binding, they are only approximations.

**3. Price**

**3.1**

Our prices are ex works, net, in Euro and include neither packaging nor the applicable sales tax.

**3.2**

Should there, for reasons beyond our control, be significant changes in our expenses for materials, energy, labor, or raw materials after conclusion of the contract, we have the right to adjust the agreed-upon prices. Should a price increase be more than 10%, the purchaser has the right to withdraw from the contract upon written notice within 2 weeks after notification of the price increase. Due to the strong dependence of our prices on the exchange quotation for aluminum (LME), we in particular have the right to increase the agreed-upon prices in accordance with the previous provision provided that and to the extent that significant changes in the price of aluminum have occurred after conclusion of the contract.

**3. Payment**

**4.1**

Payments must be made to our designated account without deductions within 14 days of the invoice date. Payments are valid only to the extent that we can freely dispose them at our bank. We accept checks and bills of exchange only on account. The customer bears banking charges. Banking charges are due at once.

**4.2**

Should payment be delayed, we will charge interest on the overdue amount of 8 percentage points above the base interest rate, or of 10%, whichever is greater.

#### **4.3**

Should the customer fall into arrears for a not negligible sum, all open claims against him become due immediately.

#### **4.4**

Withholding payment or offsetting claims is allowed only to the extent that the counterclaim is undisputed or legally binding.

### **4. Assumption of Risk and Partial Deliveries**

#### **5.1**

The customer assumes risk as soon as the goods are ready to ship, even in those cases in which we perform other services, e.g., assume shipping expenses or deliver and install with our own transportation personnel.

#### **5.2**

We may make reasonable partial deliveries.

### **6. Delivery Period**

#### **6.1**

The delivery period begins with the receipt of the order confirmation, but not before clarification of all details concerning the execution of the order and of all technical questions, and not before receipt of an agreed-upon partial payment. The delivery period for contracts for reworking begins only after we have received the necessary material from the customer. The delivery deadline has been met when the goods are ready to ship before the deadline expires.

#### **6.2**

The customer's change requests extend the delivery period until we have evaluated their feasibility and for the length of time necessary to implement these changes in the production process. Should the change request result in the interruption of current production, we may move other orders up and complete these orders. We are not required to reserve production capacity during the delay.

#### **6.3**

Should delivery be delayed, our liability is limited in cases of ordinary negligence to 0,5% of the net invoice value of the delayed portion of the Delivery for every full week of delay and to a maximum total amount of 5% of this value. Claims for damages instead of performance according to Subsection 12.1 are not affected by this limit. The customer must inform us about his liability concerning contractual penalties to his customers no later than at the time the contract is concluded.

#### **6.4**

Should shipment be delayed for reasons beyond our control, we will charge at least 0,5% of the invoiced value of the stored goods for every month of storage at our plant.

### **7. Reservation of Punctual and Correct Supply**

Our deliveries are subject to the reservation that we are punctually and correctly supplied by our own suppliers.

## **8. Force majeure**

### **8.1**

Events that are neither foreseeable, avoidable, nor subject to our control (e.g., force majeure; strikes and lockouts; stoppages; difficulties in obtaining material or energy; transportation delays; shortages of labor, energy, or raw materials; actions by administrative bodies; as well as difficulties in obtaining authorizations, in particular import and export licenses) extend the delivery period for the length of the disturbance and of its effects. This extension of the delivery period also applies when the difficulties affect one of our suppliers or occur during an existing delay.

### **8.2**

Should the difficult not only be temporary, both parties to the contract have the right to withdraw from the contract. Claims for damages are excluded in the cases mentioned in Subsection 8.1.

## **9. Packaging**

We take back transport packaging at the customer's expense at our place of business and during our usual business hours. The customer bears the expenses of return shipment and of disposal. The packaging must be returned clean, free of foreign substances, and sorted according to type,

## **10. Retention of Title**

### **10.1**

We retain title to the delivered goods until all payments from the business relationship with the customer have been received and all checks and bills of exchange accepted during this relationship have been irrevocably credited to our account. Should an open account relationship with the customer exist, retention of title applies to the acknowledged balance.

### **10.2**

The customer must keep the conditional goods in good condition and handle them with care. In particular, he must insure them at his own expense against loss and damage for their replacement value. He must show us the insurance policy as well as proof of payment of the insurance premiums on request. He cedes any claims arising from the insurance policies to us in advance. As soon as the customer assumes title, this assignment of claims lapses.

### **10.3**

Treatment and processing of the conditional goods by the customer are always carried out on our behalf without creating any liability on our part. Should our goods be mixed or combined with goods not belonging to us, we acquire title to the new goods in the proportion of the net invoiced value of the conditional goods to that of the other materials.

### **10.4**

The customer has the right to sell the conditional or new goods in the course of normal business transactions. However, the customer assigns us in full and in advance all claims accrued against a customer or against a third party resulting from further sales or use on a customer's behalf.

### **10.5**

As long as he meets his payment obligations to us from these proceeds, the customer has the right to collect the claims assigned to us.

## **10.6**

Should the customer no longer meet his payment obligations to us, we may revoke our permission to further sell or use the goods and demand that the customer inform us about his assignment of claims and the corresponding debtors, give us all information necessary for the collection of the claims, surrender the relevant documents, and inform his debtors about the assignment. Repossession of the conditional goods does not constitute withdrawal from the contract. Should we withdraw from the contract, we have the right to sell the goods on the open market.

## **10.7**

The customer must notify us without delay of third-party actions against the conditional goods. The customer must bear expenses that result from the defense against such an action and that he cannot recover from the third party.

## **10.8**

Should the value of collateral exceed our claims by more than 10%, and should the customer so request, we will release collateral of our choice to this extent.

## **11. Liability for Defects**

### **11.1**

Defects must be reported to us in writing without delay, in any case within one week after receipt of the goods; hidden defects, within 3 days after discovery. Should these deadlines be exceeded, all claims and rights arising from liability for these defects expire.

### **11.2**

Unless we are liable for bodily injury, have violated our obligations deliberately or with gross negligence, have been maliciously silent with regard to the defect, have assumed a guarantee going beyond this warranty, or there is a longer mandatory statutory warranty, the period of limitations is 12 months after assumption of risk.

### **11.3**

Should there be legitimate complaints, we have the choice between delivering replacement items or repairing the goods. Should a replacement delivery also be defective or the repair be unsuccessful, or refused or delayed without good reason, the customer may, after a reasonable additional extension period has expired without remedy, demand a reduction in price or, by not insignificant defects, withdraw from the contract and demand damages instead of performance in accordance with Section 12.1. We assume no supplementary performance expenses arising because the purchased item has been moved to a location other than the customer's place of business after delivery.

### **11.4**

Deviations in weight or number up to a maximum of 10% are allowed. DIN tolerances apply, for complaints about goods subject to DIN standards.

### **11.5**

Violation of third party trademark rights is a defect only when these rights are valid in the Federal Republic of Germany.

### **11.6**

Should we produce and deliver goods according the customer's drawings, models, or specifications, the customer releases us from all third-party claims for the violation of industrial property rights.

## **12. General Liability**

### **12.1**

Claims for damages of any sort against us are excluded when we, our lawful representatives, or our vicarious agents have caused the damage by ordinary negligence. This exclusion of liability does not apply should there be bodily damage, should a contractual guarantee have been assumed, or should important contractual obligations have been violated in a way that endangers the fulfillment of the contract. In such cases, our liability is limited to the extent of the guarantee, or, by negligent violation of important contractual obligations, to customary and foreseeable damages. Claims arising from product liability law are not affected by this section.

### **12.2**

Claims for damages expire one year after the customer learns about the damage and that it is compensable or, should, without gross negligence, have learned about the damage and that it is compensable. Claims arising from product liability law, claims due to bodily injury, or claims arising from liability for defects are not affected by this subsection.

## **13. Copyrights and Industrial Property Rights**

We retain legal title and copyright to all drawings, plans, illustrations, and other documents we supply. Disclosure of these items to third parties is allowed only with our prior written permission. Upon request, these items must be returned to us without delay.

## **14. Place of Fulfillment, Place of Jurisdiction, Choice of Law**

### **14.1**

The place of fulfillment for all services arising from this contract is our place of business.

### **14.2**

**The place of jurisdiction for all disputes arising from the delivery contract is the place of jurisdiction for our place of business.** However, we also have the right to sue at the customer's place of business.

### **14.3**

German law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 does not apply.