

General Terms and Conditions of Purchase [De Dietrich Process Systems, Mainz, Germany in effect as of 07.04.2009]

- 1 General Provisions, Definitions
 - 1.1 The Orderer is De Dietrich Process Systems GmbH, Mainz (hereinafter referred to as "De Dietrich Process Systems").
 - 1.2 The Supplier is the natural or legal entity with which De Dietrich Process Systems has placed an order, including any persons employed by the Supplier to fulfil its obligations.
 - 1.3 The goods and/or services ordered shall be the goods and/or services to be provided by the Supplier by virtue of the order.
 - 1.4 The following Terms and Conditions shall only apply to entrepreneurs (§ 14 German Civil Code [Bürgerliches Gesetzbuch = BGB]. They shall also apply to all future transactions with De Dietrich Process Systems.
 - 1.5 De Dietrich Process Systems may process the personal data of customers and prospective customers subject to the limitations imposed by the German Federal Data Protection Act [Bundesdatenschutzgesetz].
- 2 Scope of Application

These Terms and Conditions of Purchase shall apply exclusively to all orders, unless otherwise agreed in writing. Any of the Supplier's terms and conditions that contradict or deviate from these Terms and Conditions of Purchase shall not be accepted, not even through the unconditional acceptance of the goods and/or services ordered.
- 3 Materialization of the Order
 - 3.1 Orders shall only be binding if De Dietrich Process Systems issues such or confirms such in writing; the same shall apply to any other declarations.
 - 3.2 The Supplier must confirm the acceptance of the order in writing within two (2) weeks after the receipt of the order. Otherwise, De Dietrich Process Systems shall not be bound by its order any longer.
 - 3.3 De Dietrich Process Systems retains its title and copyright to illustrations, drawings, calculations and other records; such documents may not be disclosed to third parties without the express written consent of De Dietrich Process Systems. They are to be used solely for the fabrication of the goods ordered; after the order has been processed, they are to be returned without solicitation. Such documents are to be kept secret from third parties.
- 4 Execution of the Order
 - 4.1 The goods and services described in the order are to be provided in such a degree of completeness that they are fully functional and their safe operation is ensured. If after accepting the order, the Supplier ascertains that the order is defective or contradictory, the Supplier is obliged to inform De Dietrich Process Systems hereof without undue delay.
 - 4.2 With regard to an order for services, the Supplier has to supply the services ordered with the technical documentation required for assembly, start-up, operation and maintenance, as well as to revise this documentation as necessary due to any changes arising from the processing of the order.
 - 4.3 The goods and services ordered have to be provided in accordance with state-of-the-art technology available at the time of the execution of the order.
 - 4.4 De Dietrich Process Systems is entitled, with the Supplier's consent, to correct, add to or otherwise amend the scope and the type of embodiment of the goods and services ordered.
 - 4.5 The Supplier will notify De Dietrich Process Systems within two weeks of any higher or lower prices or changes in the delivery dates caused by modifications to the goods and services ordered.
 - 4.6 All corrections, additions and changes must be made in writing and will become valid once the Supplier has confirmed such in writing.
5. Documentation
 - 5.1 Any modification or approval remarks made by De Dietrich Process Systems in the Supplier's technical documentation do not release the Supplier from its responsibility for the accuracy of all information contained therein.
 - 5.2 Drawings, specifications and other records provided by De Dietrich Process Systems are to be checked by the Supplier under its responsibility, if possible, prior to their use for the goods or services ordered. Any errors and/or defects ascertained are to be reported to De Dietrich Process Systems without undue delay. After fabrication of the goods/services ordered, the Supplier will return all of the records provided by De Dietrich Process Systems without solicitation, to the extent that the Supplier itself does not have to keep such records for statutory reasons (e.g. pre-checked fabrication drawings, etc.).
 - 5.3 The documentation to be provided by the Supplier must be prepared and issued to De Dietrich Process Systems in quadruplicate at least.
6. Dates and Delivery Periods
 - 6.1 The delivery period indicated in the order is binding. Delivery periods run as of the order date.
 - 6.2 The Supplier is obligated to inform De Dietrich Process Systems in writing without undue delay, if circumstances occur or become recognizable which make it clear that the agreed delivery period can not be complied with.
 - 6.3 In the event of a default in delivery, De Dietrich Process Systems shall be entitled to assert lump-sum default damages in the amount of 0.5% of the order value per completed week of default, but no more than 5% in all. Other statutory claims remain reserved. The Supplier has the right to prove to De Dietrich Process Systems that no or much lower damages occurred due to the default. The lump-sum payment shall then be reduced accordingly.
7. Shipping
 - 7.1 The shipping of the goods and services ordered shall be executed according to the specific instructions of De Dietrich Process Systems. De Dietrich Process Systems is to be notified by written dispatch notes or delivery notes - in triplicate - on the date of dispatch.
- 7.2 Partial deliveries shall require the express consent of De Dietrich Process Systems and shall be clearly marked as such in the shipping documents.
- 7.3 All shipping documents are to be properly provided with the information prescribed by De Dietrich Process Systems, in particular but not limited to the order number, order item, as well as number of units and weight per item.
- 7.4 Costs arising from non-compliance with these instructions will be at the Supplier's expense.
8. Acceptance of Performance
 - 8.1 Unless otherwise expressly stipulated, the acceptance of the goods/services ordered by De Dietrich Process Systems shall take place at the location of use after they have been delivered in accordance with the order, but by no later than at the time of the expiration of the latest deadline agreed in the order.
 - 8.2 Such acceptance will be recorded in a protocol to be signed by both the Supplier and De Dietrich Process Systems.
 - 8.3 The acceptance of the goods/services ordered does not mean any waiver by De Dietrich Process Systems of any rights it may have.
9. Passing of Risk
 - 9.1 The risk shall pass to De Dietrich Process Systems with the dispatch of the goods. If the scope of delivery also includes assembly, the passing of risk shall occur after the completion of the assembly. Transportation insurance will be borne by De Dietrich Process Systems.
 - 9.2 Unless otherwise stipulated by law, title and ownership to the goods/services ordered shall pass to De Dietrich Process Systems at the time when the risk passes. This does not represent acceptance of the goods/service ordered.
10. Defects of Quality and of Title
 - 10.1 De Dietrich Process Systems will examine the goods for defects of quality within a reasonable period of time after the goods arrive at the destination. Insofar as De Dietrich Process Systems ships or forwards the goods in the normal course of business and notifies the Supplier hereof in a timely fashion, the period for the examination and the period for the filing of complaints/claims shall be prolonged accordingly.
 - 10.2 The Supplier is liable for defects of quality within the framework of the following clauses independent of any fault on the Supplier's part.
 - 10.3 If the goods have a defect of quality at the time when the risk passes, De Dietrich Process Systems may demand supplementary performance ["Nacherfüllung"] or a reduction in price. Such supplementary performance shall be effected at De Dietrich Process Systems's option by either removing the defect or by a subsequent delivery. The costs of such supplementary performance shall borne by the Supplier.
 - 10.4 If the Supplier has unsuccessfully attempted to make supplementary performance, unjustifiably refused supplementary performance or has allowed an adequate grace period to pass without taking action, De Dietrich Process Systems may remove the defect itself and demand reimbursement of the required expenses.
 - 10.5 The statutory right to withdraw from the contract, the right to damages, and in particular to damages instead of performance and the right to recourse pursuant to Sections 478 and 478 BGB remains reserved.
 - 10.6 The limitation period for claims caused by defects of quality shall be two (2) years.
 - 10.7 For defects of title, the Supplier shall be liable independent of any fault on the Supplier's part.
11. Proprietary Rights
 - 11.1 The Supplier warrants that no patents or other third-party rights are being infringed by the Supplier's delivery or by the predictable use of such delivery by De Dietrich Process Systems.
 - 11.2 If claims are asserted against De Dietrich Process Systems by third parties for any such infringements of proprietary rights, the Supplier shall indemnify De Dietrich Process Systems upon the first written demand against such claims and shall reimburse De Dietrich Process Systems for any necessary expenses incurred as a result of such claims being asserted.
 - 11.3 The foregoing provisions do not apply, insofar as the Supplier has fabricated the goods in accordance with records, samples, models or similar data provided by De Dietrich Process Systems, and Supplier does not know or does not have to know that proprietary rights are being violated hereby.
12. Secrecy
 - 12.1 All drawings, plans, figures, depictions and other information turned over to the Supplier in connection with the execution of the order are to be kept strictly confidential and remain the property of De Dietrich Process Systems. Such documents or information may not be copied, published or disclosed to third parties by the Supplier without De Dietrich Process Systems's consent.
 - 12.2 The Supplier will return to De Dietrich Process Systems all of the documents referred to in 13.1 upon the completion of the processing of the order without solicitation, insofar as the Supplier itself does not have to keep such documents (see 6.2).
13. Invoicing
 - 13.1 Payments require that payment requests, invoices, credit and debit notes, including the order number, have been sent to De Dietrich Process

Systems in duplicate and separately from the shipment on the date of the dispatch of the goods.

- 13.2 Payments furthermore require that all of the events triggering payment have occurred and that the Supplier has complied with its other obligations in time.
- 13.3 Payment periods shall commence at the time of the occurrence of the events triggering payment specified in the order. Payments shall either be made after the receipt of the invoice within 10 days with a 2% discount for prompt payment or within 30 days net.
14. Product Liability - Indemnification - Liability Insurance Protection
- 14.1 Insofar as the Supplier is responsible for product damage, the Supplier shall be obligated to indemnify De Dietrich Process Systems on demand against third-party claims for damages, to the extent that cause of such damage lies within the Supplier's control and organization and the Supplier is itself directly liable to third parties.
- 14.2 In this framework, the Supplier shall also be obligated to reimburse any expenses in accordance with Sections 683 and 670 BGB, which arise from or in connection with any recall campaign conducted by De Dietrich Process Systems. De Dietrich Process Systems will inform the Supplier, to the extent possible and reasonable, of the content and scope of the recall measures to be implemented and will give the Supplier an opportunity to comment on these measures.
- 14.3 The Supplier is obligated to maintain product liability insurance with a coverage of €500,000 for personal injury and/or property damage lump sum per occurrence of damage and insurance year; if De Dietrich Process Systems has any further claims to damages, such claims shall remain unaffected hereby.
15. Retention of Title
- 15.1 Any material provided by De Dietrich Process Systems shall remain the property of De Dietrich Process Systems. Such material is to be stored separately as such and may only be used for De Dietrich Process Systems's orders.
- 15.2 Processing or transforming by the Supplier will be undertaken on behalf of De Dietrich Process Systems. In the event of any blending or mixture with items not belonging to De Dietrich Process Systems, De Dietrich Process Systems shall acquire co-ownership to the new item in proportion to the value of De Dietrich Process Systems's goods to the other goods not belonging to De Dietrich Process Systems. In the event that the Supplier's goods are to be considered to be the principal thing ["Hauptsache"], the Supplier shall be obligated to transfer a prorated co-ownership to De Dietrich Process Systems.
- 15.3 De Dietrich Process Systems reserves title and ownership to any tools provided or financed by De Dietrich Process Systems. The Supplier is obligated to use such tools solely for the fabrication or processing of the goods ordered by De Dietrich Process Systems. The Seller is obligated to insure the tools belonging to De Dietrich Process Systems at the Supplier's own expense at the new value and to maintain such tools.
16. Place of Performance and Venue
- If the Supplier is a merchant within the meaning of the law, the place of performance and venue shall be Mainz. This venue is not exclusive.
17. Applicable Law
- 17.1 The contractual relationship between the parties shall be subject solely to the laws of the Federal Republic of Germany; the United Nations Convention on International Sale of Goods (CISG) is expressly excluded.
- 17.2 All decisions are to be based on the German-language text of these Terms and Conditions of Purchase.