

**General Terms of Trade of Unigrind GmbH & Co. KG,
Frackersberg 16, 52224 Stolberg (Rhineland)
(GTT-foreign) for sales and delivery contracts**

§ 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 contractual relationships concerning sales and delivery contracts 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 executes the relevant deliveries 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 written form itself.

§ 2 Prices and conditions of payment

1.) The prices agreed in the respective contracts are decisive, whereby Unigrind solely states the net price. Value-added tax is therefore not included in these prices; it shall be itemised on the invoice at the rate prevailing on the date the invoice is compiled and is payable in addition.

All prices are ex-works, unless something different has been agreed in an individual case.

The agreed price applies as a matter of principle. However, if the price increases at the date of provision of service due to a change in the market price or by an increase in the prices demanded by third parties included in the provision of service, the higher price then applies. If this is 20 (twenty) % or more above the agreed price, the customer is entitled to withdraw from the contract. This right must be exercised without delay in writing after notification of the higher price.

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.) the conditions of payment shall be regulated separately in each case in the respective contracts with the customer.

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.

All payments are due in Euro.

3.) Even if the customer declares otherwise, Unigrind is entitled to offset payments first against the costs incurred, including costs of legal action, then against interest and lastly against the main claim. In the case of several main claims, Unigrind may first offset payments against the oldest claims.

4.) Payments shall be remitted to one of Unigrind's bank accounts at the latest by the date of maturity, without postage or charges and without any deduction.

Payments made by cheque are not regarded as settled until the relevant amount has been credited to Unigrind's bank account. Bills of exchange are only accepted - less discount - if this has been agreed previously in writing in the individual case. In

such cases, the customer's payment is regarded as settled once Unigrind can dispose over the relevant amount.

The date of payment is the date that the respective amounts are received on Unigrind's bank account.

In case of default of payment, default interest is charged at 7 % above the Euribor rate.

If Unigrind is able to demonstrate higher default damages, Unigrind is then entitled to pursue these.

5.) In case of default of payment, protests concerning bills of exchange or cheques and any significant deterioration in the customer's assets situation, all Unigrind's claims against the customer then automatically become due immediately, insofar as this is legally admissible. As a precaution, such circumstances entitle Unigrind to declare all its claims against the customer to be payable immediately. In such cases, Unigrind is not obliged to make any further deliveries, unless the customer pays in advance for outstanding deliveries or furnishes securities recognised by Unigrind in writing.

6.) After a reasonable period of grace expires fruitlessly, Unigrind is entitled to withdraw from the contract and/or demand recompense for non-fulfilment.

7.) 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.

8.) Unigrind's claims to payment expire by limitation of time after 5 years from the date of maturity.

§ 3 Offers and conclusion of contract (and offer documents)

1.) Unigrind's offers are non-binding. They likewise do not oblige Unigrind to accept an order. They solely represent requests to submit offers of contract.

All documents, such as brochures, illustrations and descriptions, details of materials, weight specifications, specimens and colour samples, which Unigrind submits to the customer are non-binding for Unigrind.

2.) Declarations of acceptance require written confirmation from Unigrind to be legally effective.

3.) Orders placed by the customer represent binding offers. Unigrind can accept these within two weeks by sending a confirmation of order or by making the delivery.

4.) 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.) Technical changes which serve to adapt the products to the latest state-of-the-art are always reserved, even after a contract has been concluded.

§ 4 Delivery and transfer of risk

1.) Delivery dates stated by Unigrind are non-binding, unless something different has been agreed in the relevant contract.

2.) Dispatch and transport, including collection by the customer, are made at the expense and risk of the customer. Risk is transferred to the customer when the goods are handed over to the carrier, freight forwarder or to the customer itself. Risk is likewise transferred if the customer delays the dispatch of the finished goods. In case of default of acceptance, the goods are put into storage at the expense and risk of the customer. No warranty is given that the cheapest method of dispatch will be used. Transport insurance is not concluded unless demanded and paid for by the customer.

3.) Unless agreed otherwise in writing, deliveries are ex-works as a matter of principle.

4.) 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.

5.) 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.

6.) If the customer incurs 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.

7.) 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. In this case, the risk of accidental destruction and/or deterioration of the purchased item is also transferred to the customer on the date on which it is in default of acceptance.

8.) Unigrind hereby expressly refers to the fact that none of the deliveries contain any other services whatsoever, such as commissioning or training courses etc., unless such have been agreed separately in writing.

§ 5 Reservation of title

1.) Unigrind reserves ownership of all goods delivered (reserved goods) until all payments have been received from the business relationship – in particular from a current account balance. The customer is not entitled to pledge the goods or assign them to third parties as security.

2.) The customer must inform Unigrind without delay in writing of any seizures or other third party interventions, and shall notify the third parties of Unigrind's rights. If the third party is unable to refund the judicial and extrajudicial costs of action against execution (§ 771 ZPO) to Unigrind, the customer is liable for the losses suffered by Unigrind.

3.) If the goods delivered by Unigrind are reprocessed by the customer, this is done on behalf of Unigrind as the manufacturer in the sense of § 950 BGB, without any obligation for Unigrind. The reprocessed goods are regarded as reserved goods. If the customer or a party acting on its behalf processes, combines or mixes the reserved goods with other goods not belonging to Unigrind, Unigrind accrues co-ownership to the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used.

4.) If Unigrind's ownership expires due to processing, combining or mixing, the customer even now transfers the rights of ownership it accrues to the new stock or the new item in the amount of the invoice value of the reserved goods to Unigrind and shall safeguard these for Unigrind at no charge. The rights of co-ownership accrued in this way are regarded as reserved goods.

5.) The customer may only sell the reserved goods in regular business transactions at its normal conditions, and as long as it is not in default. The customer even now assigns to Unigrind all the claims from the resale of the reserved goods that it accrues against the buyer or third parties. This assignment serves to secure the claims of Unigrind to the same extent as that of the reserved goods. If the reserved goods are sold by the customer together with other goods not sold by Unigrind, the claim from the resale is assigned only in the amount of the invoice value of the reserved goods in question. If goods in which Unigrind has co-ownership are sold, the claim arising is transferred in the amount of this co-ownership. If the reserved

goods are used by the customer to fulfil a work contract or a works delivery contract, the foregoing applies accordingly to the resale.

6.) Even after making the foregoing assignment, the customer is still authorised to collect the claim. This does not affect Unigrind's right to revoke this authorisation and to collect the claim itself. However, Unigrind is obliged not to collect these claims as long as the customer is not in default of payment and, in particular, an application has not been made to open insolvency proceedings. If the authorisation to collect claims is revoked, Unigrind can demand that the customer discloses the assigned claims and their debtors, provides all the information required for their collection, hands over the associated documents and notifies the debtors (third parties) of the assignment. At the same time, a listing of the reserved goods still held by the customer shall be submitted to Unigrind.

7.) If the value of securities held by Unigrind exceeds the value of the claims to be secured by more than 20 % in total, Unigrind is obliged, at the customer's request, to release securities of its choice.

8.) If the reservation of title or the assignment is unworkable under the law to which the goods are subject, the security corresponding to reservation of title or the assignment in this jurisdiction is agreed. If the customer's cooperation is required to this end, it must undertake all the action needed to justify and maintain such rights.

9.) Unigrind is entitled to insure the goods at the customer's expense against theft, breakage, water damage and other losses, insofar as the customer itself has not demonstrably concluded such insurance.

10.) If payment is made by bill of acceptance (acceptor's bill of exchange), ownership does not pass to the customer until it has been established without doubt that Unigrind can no longer be pursued under the exchange transaction.

§ 6 Warranty and liability for defects

1.) If the customer fails to observe instructions issued by Unigrind concerning operating and/or maintenance work, or if it makes changes to the products, exchanges parts or uses consumables which do not correspond to the original specifications, claims due to defects in the products lapse, unless the customer is able to disprove a substantiated claim that one of the aforesaid circumstances actually caused the defect. The same applies if the customer fails to observe the operating instructions supplied by Unigrind.

2.) The customer must notify defects to Unigrind in writing without delay, although at the latest within one week of receiving the delivery item. Defects which could not have been detected within this period, even given careful examination, must be reported to Unigrind in writing without delay after their discovery.

3.) If the customer reports defects in the products, Unigrind can demand that defective equipment is returned to Unigrind at its expense for repair.

4.) If the customer demands that rework be performed at a place of its choice, Unigrind can comply with this demand, whereby exchanged parts are not invoiced, whilst the customer must pay the work times and travel expenses at Unigrind's standard rates. If rework fails even after a reasonable period of grace, the customer can demand a reduction in price or withdraw from the contract at its discretion.

5.) Liability for normal wear and tear is excluded.

6.) Claims against Unigrind due to defects accrue solely to the direct customer and may not be assigned.

7.) In case of defects, Unigrind reserves the right to choose the method of subsequent fulfilment.

8.) The warranty period is always one year, unless something different has been agreed in writing in an individual case.

9.) § 7 below applies to claims to damages due to defects.

10.)

Unigrind reserves the right to make changes in the design and/or execution which impair neither proper functioning nor the value of the delivery item. Such do not represent defects and thus do not justify complaints.

11.)

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

§ 7 Liability for damages

1.)

Unigrind's liability for infringements of contractual duties, for illicit acts and for product liability etc. is limited to malice aforethought and gross negligence and to recompensing the losses typically suffered. 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. Unigrind has no liability for foregone profit under any circumstances.

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

Unigrind's liability in case major contractual duties are infringed is furthermore limited to the losses typically foreseeable due to the violation.

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

All liability on the part of Unigrind is excluded if the customer fails to observe the operating instructions issued by Unigrind.

2.)

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 handover of the item.

3.)

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.

§ 8 Secrecy

1.)

Unigrind and its contractual partners are obliged not to disclose mutually exchanged information declared to be confidential to third parties during the contractual relationship and after this has ended.

2.)

This does not apply to information which is generally known and such which both of the parties have agreed not to treat in confidence. The waiver of confidentiality shall be documented in the contractual text or in some other written form.

§ 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.