

§ 1 General

The contractual relationship, in particular for the billing, our conditions, in addition to the general terms and conditions for the execution of works (DIN 1961) VOB, Part B, the general technical specifications for building works VOB, part C, the relevant VDI guidelines or apply supplementary the work overhead juice industrial eV (AGI) currently valid at the time of the tender and as far as the terms mentioned in the following do not preclude. The contract rules applicable to the client are available upon request free of charge.

Business terms and conditions of the customer shall only apply if they have been expressly acknowledged in writing by us. These terms and conditions apply automatically to all subsequent transactions with the client. Additional agreements and amendments require our prior written consent.

§ 2 Scope

The scope only includes the work described in the listing as confirmed in writing, or the services listed in the order confirmation. If in contrast, in the implementation of the order, a deviation of the scope of services that could not be considered in the delivery of the price, we are entitled to charge the customer to make the associated costs into account to the extent that additional work towards complete performance are necessary and the presumed intention of the contracting authority.

We reserve the right to substitute materials offered by equivalent and make constructive changes if these changes are due to the technical development of reasonable due and taking into account our interests for the client.

§ 3 Prices

Any unrecognizable impediments and unavoidable difficulties exceeding the normal construction time, we are not responsible for will be charged to the customer in addition. Whatever the nature of the agreed price, we are entitled to an inevitable increase in our cost (for example, collective wage increases, weather-related additional expenses, unpredictable raw material prices, etc.) will be taken into account when the planned execution date is delayed for reasons for which we are not responsible. Changes in sales tax rate shall entitle us to adjust our prices accordingly. The purchaser is not a public sector clients or a merchant, so these provisions shall apply if the period between conclusion of the contract and the agreed delivery and performance dates are more than four months.

§ 4 Deadlines

If the principal obligations under this contract are not available in due time and it is the fault of our own timely performance, there is no hindrance to be displayed separately by the contracting authority. Downtime and operational failure in the manufacturers' plants, and lead us inevitably to delays in the delivery of the material and set ourselves partially or completely unable to fulfil our obligations or to meet our commitments for the period of delay with a time increment for the resumption of work if we postpone project-related material with the corresponding contract terms and conditions that have been purchased.

Schedule delays entitle only to claim damages if they have been caused intentionally or through gross negligence by us, our legal representatives, senior employees, or assistants. This also applies if the contract is withdrawn in such a case.

§ 5 Liability and Warranty

In case of a justified complaint, or notice of defect we may issue a rectification in addition to § 13 no. 6 VOB / B also refuse to the customer its claim for a reduction payment if the defect does not affect the functional capability of the plant. Fault-based compensation claims of the customer, regardless of the legal argument in connection with the order, delivery, use of the goods, or the services may arise directly or indirectly, are excluded if we or our acting agents have not caused the damage through gross negligence or intent. This also applies to claims due to fault in contract negotiations, in cases of positive breach and tort. The limitation period for claims that do not result directly from the warranty, is also for two years. This does not apply to claims arising in tort.

§ 6 Copyright and Technical Documents

All technical documents such as drawings, design proposals and the like, that are provided, we reserve the sole copyright, regardless of whether the customer makes any modifications thereto. If permission is not granted, the submitted documents shall be returned to us immediately and proactively. In case of the use of our proposals outside of U.S. mandate eliminates any liability by us.

§ 7 Customer Requirements

A prerequisite for the beginning of our work, that the necessary preparatory work is completed and other construction work not hinder the implementation of our assembly.

The client is obliged to take precautions to ensure that our work can start on the date agreed with him.

Unless otherwise agreed, the customer has us (touch-up work, including, as far as the customer does not have any particular charges are made) until the completion of all the work free of charge to provide them and to present to shared or private:

- Sufficient, dry storage and work places close to the assembly site;
- Access roads that need to be accessible for trucks and, if present, track connections
- Work-related connections for water, electricity and, as necessary for other energy
- All necessary and working scaffolds, - lifts and hoists
- Containers for debris removal
- Sufficient sanitary facilities.

Upon request, we will leave the customer in individual cases a list.

In addition, the client has to provide the following services for free:

- Securing the site, including our materials stored there
- Lighting of the construction site and work places
- Removal of the rubble.

However, a claim for performance of the contractor does not exist in this context.

Meets the customer or all on-site services are not or not timely, and thereby enters creates an impairment, an appropriate indication is not required. The resulting costs shall also be reimbursed by the customer when claims over others due to him in this connection involved in the construction or the building owner.

§ 8 Payment

Redemption of check is the only acceptable payment.

If the customer is in default of payment, we are entitled to charge him for each subsequent reminder of 5,00 € to calculate. In addition, the client has to pay on the principal interest of 3% above the discount rate of the German Federal Bank. The assertion of further damages remains reserved.

As far as the customer being granted a discount, a corresponding deduction may be made only when the balance of the final invoice and only then, if all instalments and interim payments are received within the deadline.

Even if the client designates a payment as a final payment, we are not excluded from additional claims. The provisions of § 16 No. 3, para. 2 VOB / B does not apply.

The client may only offset legally determined or undisputed claims. A lien can only be asserted by the client, if it is directly related to this contract.

§ 9 Retention of Title and Assignment in Advance

The supplied material delivered to and at the building site remains our property until full payment is received. If the customer is not the same client or he acquires due to our services a claim against a third party, he shall already now, until full settlement of all claims, in particular the respective balance that we are entitled under the business relationship, his rights which it is entitled to a third party with all ancillary rights to us.

At our request, the customer is obliged, the assignment of displaying to his debtors and to give us the information necessary to assert our rights against the garnishee and to hand over the relevant documents. Treatment and processing of the goods carried out for us as a manufacturer within the meaning of § 950 BGB, without obligating us. The processed goods are considered reserved goods in the sense described above. In processing, combining and mixing of the goods with other goods by the customer, the ownership of the new thing we are entitled to the proportion of the invoice value of the goods to the invoice value of the other goods. If our property by

combining, mixing or processing, the client transfers to us now his ownership or expectancy rights to the new stock or item to the same extent. This transfer we hereby accept. Under the reservation of proprietary materials the customer may neither pawn nor use as collateral until full payment. If the value of existing securities exceeds our current receivables from this or any other business by more than 20%, so we are obliged to request of the client to share and or transfer back to us, together with all ancillary rights to us.

§ 10 Position of Materials

If the contracting authority for the execution of the ordered materials supplied, as is the sole responsibility of the customer for defects in these materials.

As from the poor quality the resulting costs will be borne by the customer, insofar as these poor quality of materials was not detectable to us. The risk of accidental damage and the accidental destruction of the materials provided borne by the customer.

§ 11 Power of Representation

If the architect or a specific person to whom he for example, the later construction manager, the customer represented in contract negotiations conducted price negotiations or sent us the signed by the customer building contract with a request to return to him or to a person designated by him, the architect or the person designated by him shall be valid throughout duration of the construction period, including the decrease, compared to the authorized representative of the customer, including accepting us as a representative for the customer, also so far as it is for the contractor economically significant change in performance.

§ 12 Court of Jurisdiction and Place of Payment

Place of payment is Frankenthal/Pfalz.

For any of the contract or the stock of the Treaty legal disputes and proceedings is Frankenthal/Pfalz as the sole court of jurisdiction and independent of the subject-matter of the dispute and the value of the matter in dispute the substantive jurisdiction of the court agreed. This applies only when the purchaser is a contractor by the public sector or a businessman.

§ 13 Miscellaneous

Is one of the above provisions be ineffective, then the validity of the other provisions shall not be affected. The invalid provision is then indicated by the relevant rules of the VOB/B replaced.

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