

-General conditions of payment and delivery as of: September 2008

1. General points and area of application

- 1.1 Our conditions of sale and delivery apply exclusively. We do not recognise conflicting sale and delivery conditions of the ordering party, or ones which deviate from ours, unless we have expressly accepted them in writing. Our conditions of sale and delivery apply even if we perform the delivery in the awareness of conflicting or deviating conditions of sale and delivery without referring thereto. Our terms of sale and delivery are considered as accepted if the ordering party does not immediately object to them in writing or expressly by another means upon receipt of the order confirmation.
- 1.2 All agreements that are made between us and the ordering party for the purpose of fulfilment of the agreement are stipulated in writing in this contract.
- 1.3 If individual provisions prove invalid, this shall not affect the validity of the remaining provisions.
- 1.4 Our terms of sale and delivery only apply to companies in the meaning of §§ 310 Para. 1, 14 BGB (German Civil Code).

2. Offer and acceptance of order

- 2.1 Our offers are subject to change unless otherwise stated in the confirmation of the order. An order is considered as accepted after determination of the technical feasibility, a creditworthiness check and delivery of our written confirmation. We reserve the right to demand securities in the form of pledges and advance payments. Unless otherwise stated in the confirmation of order, the text of our offers applies in the rendering of the individual performances. Verbal declarations and those by telephone are only legally binding when they have been confirmed by us in writing. We reserve proprietary rights and copyrights over drawings, illustrations, calculations and other documents. This also applies for written documents that are labelled as "confidential". Before they are passed on by the ordering party to third parties, our express agreement is required.
- 2.3 Insofar as not otherwise arranged in the confirmation of order or from our terms of sale and delivery, the concrete laying services to be rendered by us are subject to the VOB (German Construction Contract Procedures) Part B in the latest edition on the date of signing of the contract. Our special assembly conditions apply for our park roof system.

3. Prices and conditions of payment

- 3.1 Our prices for materials are to be understood as ex-works from the Germersheim, Winsen/Luhe or Pirna-Copitz plants, for small slabs from the Neuss delivery warehouse, for other goods from the production site, loaded onto trucks. All products are normally delivered without packaging. The small slabs and concrete blocks are delivered on pallets. For paving contracts, the price applies for the stated areas and subsidiary services as per the offer.
- 3.2 If there are more than 4 weeks between conclusion of the contract and delivery, we have the right to change our prices correspondingly, if after signing of the contract, increases in prices occur, especially due to increased material prices, freight charges, wages etc. The customer has the right in the event of a price change to withdraw from the contract by a declaration made immediately on receipt of notification of the price change.
- 3.3 Our prices are net prices. Value-added tax at the rate applicable on the date of delivery will be charged separately.
- 3.4 Cash discounts require separate written agreement.

4. Delivery and shipment

- 4.1 Binding dates for delivery and performance of service cannot be finalized in principle until all the technical details have been resolved in the confirmation of order.
- 4.2 The fulfilment of our delivery conditions is subject to the prompt and orderly fulfilment of the obligations on the ordering party. The defence of non-performance is reserved.
- 4.3 If the ordering party is in arrears in acceptance or if it culpably transgresses other obligations to provide assistance, then we are entitled to demand compensation for the resulting damages, including any additional expenditure. Other claims are reserved.
- 4.4 The effects of force majeure, operational disruptions of all kinds, especially strikes, walkouts and lockouts, raw material shortages or other effects that lie outside our influence, release us from the agreed delivering and performance dates.
- 4.5 Delivery is "ex works" or from the delivery warehouse. Transport and all packaging under the packaging arrangements are not accepted for return, with the exception of pallets and packing timber. The ordering party is obliged to dispose of the packaging at his own expense. Collection by the ordering party is only allowed in compliance with our collection rules from the works specified in the confirmation of order.
- 4.6 The transport risk is borne by the recipient. The suitability of access routes to the discharge point for heavy goods vehicles must be ensured by the purchaser. The recipient is obliged to check the material as soon as it arrives at the destination as to amounts and orderly condition. If discrepancies are identified in the case of rail transport, the recipient must arrange the required handling of the goods, fill out the appropriate form and in the case of ship and truck transport inspect the material for damage and note this clearly on the transport documents (bill of lading or waybill).
- 4.7 The calculated freight costs for truck transport are based on full road-trains with a discharge time including waiting time of no more than 1 hour per truck. Truck consignments are understood as deliveries Mo-Fr 6-18 hrs, weekend and night-time deliveries require special agreement and billing. Rail transport is understood purely as transport costs, including handling costs and costs for securing loads at our works. On unloading, any waiting charges, handling and shunting fees are charged to the recipient. This shall also apply if we perform the assembly. Times and sub-quantities in excess of the above will be separately invoiced. Stelcon products are delivered to building sites on 40-tonne trucks. The customer shall ensure and is responsible for ensuring that proper delivery and unloading on site of 40-tonne trucks is possible. Delivery of Stelcon products by trucks that are less than 40 tonnes requires a separate agreement and is separately invoiced.
- 4.8 In the case of a time interval between delivery and installation of the material, the purchaser is responsible for ensuring that the material is sufficiently protected. Our products must be stacked precisely in accordance with our stacking instructions. Damage that results from incorrect stacking shall be charged to the customer. Damages to the underlying ground resulting from the stacking of STELCON products are charged to the customer, even if the stacking was as per instructions.
- 4.9 The transport costs proposed are non-binding and calculated at the presently applicable rates. Any increases in rates are passed on to the recipient.

5. Liability for defects

- 5.1 Claims by the customer because of defects are subject to the requirement that the former has properly performed his duties to check and notify under § 377 HGB.
- 5.2 It is technically impossible to avoid small enclosures of air and water during compression of concrete. This can result in pores on the surface that do not provide a basis for assuming insufficient impermeability or solidity of the product in question and do not adversely affect its utility value, if the product complies with the norms or guidelines. In some cases, efflorescence may occur that is unavoidable for technical reasons. This does not affect the quality of the products. Efflorescence is not a defect. In special cases, hairline cracks may appear on the surface. Such hairline cracks do not adversely affect the utility value if the products otherwise comply with norms or guidelines. In spite of special care and checking of all factors which have a major effect on the colour, variations in colour may occasionally occur in concrete products made from natural materials. Such variations are unavoidable for technical reasons, and without relevance to the utility value of the concrete products. Differences in lightness are usually largely evened out by exposure to normal weather effects.
- 5.3 If a defect is present in the purchased object, the customer can, as preferred, demand compensation in the form of removal of the defect or the delivery of a new, defect-free object. In the case of rectification of faults or replacement delivery, we are obliged to bear all costs associated with restitution, in particular transport, travel, labour and material costs, insofar as these are not increased by the relocation of the purchased object to another site. In the case of rectification of faults, we bear the costs only up to the amount of purchase price. If remedial action is unsuccessful, the customer is entitled, as preferred, to withdraw from the contract or demand a rebate.
- 5.4 We are liable according to legal provisions if the customer successfully asserts a claim for damages that are due to criminal intent or gross negligence, including those due to the criminal intent or gross negligence of our agents or auxiliaries. Insofar as no intentional contractual transgression can be ascribed to us, the liability for damages is limited to the predictable, typically occurring damages. In this event, our maximum liability is limited to the cover limit of our product liability insurance, which is at least €1,000,000.
- 5.5 We are liable according to legal provisions if we have culpably transgressed a contractual obligation. In this case as well, the damage liability is limited to the foreseeable, typically occurring damage. In this case as well, our maximum liability is limited to the cover limit of our product liability insurance, which is at least €1,000,000.
- 5.6 Liability because of culpable injury to the health, life and limb is thereby unaffected; this likewise applies to mandatory liability under the product liability law.
- 5.7 Unless otherwise arranged above, liability is excluded.
- 5.8 The period of limitations for claims for defects is 1 year, starting from the date of transfer of liability. The periods of limitations under § 438 Para. 1 No. 2 BGB and of §§ 478, 479 BGB remain unaffected. For concrete product laying services, the period of limitations in § 13 No. 4 VOB Part B applies. For expansion joints between components whose functionality requires proper maintenance, the period of limitations is 1 year, if the Principal has not specifically assigned responsibility for maintaining the joints to us.

6. Information and advice

Information and advice with respect to our products is based on our previous experience. The stated values, the diagrams, drawings, installation guidelines etc. are based on experience and are non-binding. The ordering party is solely responsible for checking the suitability of our products for the intended purpose.

7. Payment

7.1 Invoices are created after delivery or availability. For orders for which no delivery can be performed, we create part invoices or demands for part payments at our discretion. If there is an interval between delivery and laying down of the components, the delivery will be billed in principle according to the delivery note, or part deliveries will be charged according to estimates.

7.2 Unless otherwise specified in the confirmation of order, the purchase price is due for payment within 21 days of the invoice date, for ordering parties unknown to us before fulfilment of the order.

7.3 The legal provisions relating to arrears in payment apply. The ordering party is only entitled to rights of deduction if his counterclaims have been recognized under law, are undisputed or recognized by us. Furthermore, he is entitled to withhold payment if his counterclaim relates to the same specific contract.

7.4 In the case of payment arrears, we can, without prejudice to other claims, levy the commercial rates of interest, however at least interest at 8 percent above the respectively applicable base rate of the European Central Bank. If the customer falls into arrears with payment, we – at our own discretion – are entitled to make other deliveries and services dependent on the pre-payment or securities, to demand compensation for damages because of delay in the performance at the rate of the usual interest rate at banks for uncovered credits including costs of provisions, however at least 8 percentage points above the base rate of the European Central Bank, as well as compensation for other damages due to arrears or to withdraw from the contract altogether. This does not apply if the customer made a justified complaint about the delivery. The purchaser has the right to demonstrate that the damage due to arrears is less than that arranged above.

7.5 If a cheque or bank draft is returned, then all claims not yet due become immediately due, regardless of whether other cheques and drafts are in circulation. Insofar as part deliveries are involved, late payments entitle us to refuse to deliver amounts from the purchase still to be delivered, without this providing a basis for the customer asserting any claim for damages against us.

7.6 If the asset status of the purchaser changes for the worse before or during the term of the contract or we receive information from the former which we regard as inadequate, so that we may reasonably believe that payment is jeopardized, we are entitled to block the processing or alienation of the delivered goods until payment, or to demand their return and to demand for the remaining delivery or before start of production advance payment or securitisation by suitable bank warrants, even if we have already received bank drafts for the same.

7.7 If the delivery of articles specially produced for an order is delayed by more than four weeks after the specified and agreed date, due to circumstances for which we are not responsible, we are entitled to charge for these and to levy storage costs at the normal commercial rates charged by a warehouse operator for storage and handling. For other services that we have undertaken to provide and we cannot perform at the agreed date, we are entitled to invoice for any additional costs incurred.

8. Basis for invoicing

8.1 For the delivering and laying of small slabs, if the contract is expressed in square metres, the following guidelines apply: On 1 m² of slabs with a size of 30 x 30 cm, 11 slabs are estimated; on 1 m² slabs with a size 50 x 50 cm, 4 slabs are estimated. Unless otherwise stated in the text of the offer and in our terms of sale and delivery, the norm DIN 18333 and the corresponding datasheets from the AGI (Arbeitsgemeinschaft Industriebau e.V.) apply.

8.2 The delivery and laying down of large slabs is calculated according to the actual dimensions plus the required expansion joints. Any cuts and additional work that is required on site that is not associated with the offered production are invoiced separately.

9. Reservation of proprietary rights

9.1 We reserve the ownership over the purchased object until all payments due from the business relationship with the purchaser have been received.

9.2 In the case of conduct by the ordering party in transgression of the contract, especially arrears of payment, we are entitled, after a reasonable delay, to recover the purchased object. When we recover the purchased object, this represents a withdrawal from the contract. After recovery of the purchased object we are entitled to sell the latter, the amount thus realized is to be deducted from the obligations of the ordering party – less reasonable administrative costs.

9.3 The ordering party is obliged to treat the purchased object with due care; in particular it is obliged to sufficiently protect the initial value of the object at its own expense against fire and water damage and theft. If maintenance or inspection work is required, the ordering party must perform this in a timely fashion at its own expense.

9.4 In the case of distraints or other actions by third parties, the ordering party shall immediately notify us thereof in writing so that we can contest such actions as per § 771 ZPO. Insofar as the third party is not in a position to compensate us for the court and out-of-court costs of an action under § 771 ZPO, the ordering party is liable for the resulting discrepancy.

9.5 The ordering party is entitled to resell the purchased object in the normal course of business; however he immediately surrenders to us all claims, up to the value of the invoiced final amount (including VAT) of our claim, that have accrued to him from the resale to his customer or third party, regardless of whether the purchased object has been resold before or after processing. The ordering party is entitled to collect this claim even after its assignment. Our entitlement to redeem the claim ourselves remains hereby unaffected. However, we undertake not to redeem the claim until the ordering party fulfils his payment obligations from the realized proceeds, does not fall into arrears and in particular providing that no application for the initiation of insolvency or bankruptcy proceedings has been lodged or if payments have been discontinued. If this is the case, then we can demand that the ordering party informs us of the assigned claims and their debtors, provides all details required for redemption, hands over the associated documents and notifies the debtors (third parties) of the assignment.

9.6 The processing or transformation of the purchased object by the ordering party is always performed on our behalf. If the purchased object is processed with other objects that do not belong to us, then we will acquire joint ownership in the new object in proportion to the value of the purchased object (invoiced final amount, including VAT) to the other processed objects at the time of processing. For the rest, the same applies to the object resulting from processing as to the purchased object delivered under reservation.

9.7 If the purchased object is inseparably mixed with other objects that do not belong to us, we then acquire joint ownership in the new object in proportion to the value of the purchased object (invoiced final amount, including VAT) to the other processed objects at the time of mixture. If the mixing is performed so that the object of the ordering party can be regarded as the principal object, then it is accepted that proportionate co-ownership in the new object is transferred to us.

9.8 The ordering party holds the resulting sole ownership or co-ownership in trust for us. The ordering party also assigns the claims against a third party resulting from combination of the purchased object with a property to us as security for our claims against him.

9.9 We undertake to release the securities to which we are entitled, on demand by the ordering party, if the realizable value exceeds our securities for securing the claims by more than 10%. The choice of which securities are to be released lies with us.

10. Place of jurisdiction, place of performance, place of payment

10.1 The place of fulfilment for purchaser or ordering parties is GERMERSHEIM. The place of fulfilment for the deliveries to be performed by us is our own factories or consignment warehouses, at our discretion.

10.2 The venue for legal disputes is GERMERSHEIM.

10.3 The contract is subject to the laws of the Federal Republic of Germany; the applicability of the UN sales law is excluded.

10.4 We are entitled to settle with a merchant in the meaning of the HGB (German Commercial Code) even in the case of differing due dates those claims that he has against our parent company, subsidiaries or other associated companies. These companies specifically include: BTE Stelcon Deutschland GmbH/Düsseldorf, BTE Stelcon GmbH/Germersheim, BTE Stelcon Handel GmbH/Düsseldorf, BTE Stelcon Winsen GmbH/Winsen-Luhe, Stelcon Betonwerke Pirna-Copitz GmbH/Pirna, BTE Holding BV/Andelst (NL), BTE Duitsland BV/Andelst, BTE Nederland BV/Andelst (NL), Romein Beton BV/Dodewaard (NL), Nijmeegse Betonindustrie De Hamer BV/ Nijmegen (NL), BV De Metoor/Rheden (NL), Lodewikus Voorgespannen Beton BV/Oosterhout (NL), Oosterhouse Beton Centrale BV/Oosterhout (NL), Kemper Keerwanden BV/Tilburg (NL), Monshouwer Beton BV/Waspik (NL), Gelissen Beton BV/Beek, Vebo Holding BV/Bunschoten (NL), Prefab Beton Vebo BV/Bunschoten (NL), Vebo Staal BV/Bunschoten (NL), Nehobo Beton & Staal BV/Bunschoten (NL), ASCEM BV/Beek (NL)