

General Terms and Conditions (GTC)

1. General Provisions and Scope of Applicability

1.1 Our Terms and Conditions of Sale and Delivery apply exclusively. We do not recognize any of the Customer's conditions that contradict or deviate from our Terms and Conditions of Sale and Delivery unless we have expressly accepted them in writing. Our Terms and Conditions of Sale and Delivery also apply even if we make the delivery to the Customer without reservation in full knowledge of the Customer's conditions that contradict or deviate from our Terms and Conditions of Sale and Delivery. Our Terms and Conditions of Sale and Delivery are deemed to have been accepted if the Customer does not immediately object to them in writing or expressly by other means on receipt of the Order Confirmation.

1.2 All agreements that have been reached between us and the Customer for the purposes of the performance of this Contract are set down in writing in this Contract.

1.3 If individual terms are ineffective, the validity of the other provisions will be unaffected by this.

1.4 Our Terms and Conditions of Sale and Delivery apply only to Companies as defined by section 310 (1), 14 BGB (German Civil Code).

2. Offer and Order Acceptance

2.1 Our offers are non-binding unless otherwise specified in the Order Confirmation. An order is considered accepted after determination of the technical feasibility, a credit assessment and delivery of our written confirmation. We reserve the right to demand securities in the form of bank guarantees and advance payments. If not otherwise specified in the Order Confirmation, the text of our offer applies to making the individual deliveries. Verbal and telephone statements are only legally binding if they are confirmed by us in writing.

2.2 We reserve proprietary rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents marked 'Confidential'. The Customer must obtain our express consent to pass these on to third parties.

2.3 Unless otherwise specified in the Order Confirmation or in our Terms and Conditions of Sale and Delivery, the concrete laying services to be performed by us are subject to the VOB (German Construction Contract Procedures) part B in the version that is current on the date of signing the Contract. Our special Installation Terms and Conditions apply to our parking roof deck system.

2.4 In the case of custom-made products (including custom colours), the amounts ordered are binding on the Purchaser and must be accepted by the Purchaser in every case. There is no entitlement to any post-production of excess quantities.

2.5 The Purchaser is responsible for the completeness, accuracy and timeliness of the production documents to be created by the Purchaser. Proof of receipt and completeness of the documents is to be provided by the Purchaser.

2.6 Changes and additions to the order and these Terms and Conditions of Delivery must be in writing. The same applies to an agreement regarding the waiver of the requirement for amendments to be made in writing.

3. Prices and Payment Terms

3.1 Our prices for materials are quoted as ex-works from the Gernersheim, Winsen/Luhe or Pirna-Copitz plants, small-surface slabs as being from the Neuss delivery warehouse, other goods as being from the production site and loaded onto trucks. All products are normally delivered without packaging. The small-surface slabs are delivered on pallets. For paving contracts, the price applies to the stated areas and accessory services as per the offer.

3.2 If there are more than 4 weeks between the conclusion of the Contract and delivery, we reserve the right to change our prices correspondingly if increases in prices occur after the Contract has been signed, especially due to increased material prices, freight charges, wages, etc. In the event of a price change, the Customer has the right to withdraw from the Contract by making a declaration to us, which can be made only immediately on receipt of notification of the price change.

3.3 Our prices are net prices. The VAT that is applicable on the day of the delivery is billed separately.

3.4 The deduction of a cash discount requires a 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 Order Confirmation. Our obligation to deliver is suspended in this respect for as long as the Purchaser has not given us the production documents or information necessary for the relevant portion of the delivery.

4.2 Compliance with our delivery conditions is subject to the prompt and proper fulfilment of the obligations of the Customer. We reserve the right to the defence of non-performance of the Contract.

4.3 If the Customer is in default of acceptance or if they culpably transgress other obligations to provide assistance, then we are entitled to demand compensation for the resulting damages, including any additional expenditure. The right to make other claims is reserved.

4.4 Events of force majeure, operational disruptions of all kinds, especially strikes, walkouts and lockouts, raw material shortages or other influences that we cannot prevent or for which we are not answerable, release us from the stated delivery and performance dates.

4.5 Delivery is 'ex works' or from the delivery warehouse. Transport packaging and all other packaging is non-returnable in accordance with the provisions of the German Packaging Ordinance (Verpackungsordnung), with the exception of the pallets and packing timber. The Customer is obliged to arrange for disposal of the packaging at their own expense. Collection from the works by the purchaser is only allowed in accordance with our collection rules as specified in the Order Confirmation.

4.6 The transport risk is borne by the recipient. The practicability of access routes to the unloading point for heavy goods vehicles must be ensured by the Purchaser. The recipient is obliged to check that the amount and condition of the material is correct as soon as it has arrived at the destination. In the case of rail transport, if discrepancies are identified, the recipient must arrange the necessary handling of the goods and fill out the appropriate form and in the case of ship and truck transport, the recipient must also determine the damage by suitable means and note this clearly on the transport documents (bill of lading or way-bill).

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 agreed to be deliveries from Mon-Fri 6 a.m. – 6 p.m.; weekend and night-time deliveries require special agreement and billing. Rail transport costs are regarded as purely transport costs, including handling costs and costs for securing loads at our works. On unloading, any waiting charges, handling and shunting fees are to be borne by the recipient. This will also apply if we perform the assembly. Times and shortfall quantities of freight in excess of the above will be invoiced separately. Stelcon products are delivered to building sites by truck (40-tonne permissible total weight). The Customer will 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 weighing less than 40 tonnes requires a separate agreement and is invoiced separately.

4.8 In the case of a time delay 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 current applicable rates. Rate increases are passed on to the recipient.

4.10 We reserve the right to fulfil orders in partial deliveries unless otherwise agreed. Complaints regarding partial deliveries do not release the Purchaser from the obligation to accept the remainder of the ordered goods in accordance with the Contract.

4.11 If shipment or collection is delayed or halted by circumstances that are not attributable to us, the risk transfers to the Purchaser from the date of the report of readiness to ship or receive.

4.12 If we reserve production capacities at the behest of the Purchaser and if fulfilment does not occur or is delayed

for reasons attributable to the Purchaser, the Purchaser is liable for the resulting damages.

5. Liability for Defects

5.1 Claims by the Customer because of defects are subject to the requirement that the Customer has properly performed their duty to check and notify us in accordance with section 377 HGB (German Commercial Code).

5.2 It is technically impossible to avoid trapping small quantities of air and water while compressing concrete. This can result in pores on the surface, but these do not provide a basis for assuming insufficient impermeability or solidity of the product in question and do not adversely affect its utility value, provided the product complies with the norms and guidelines. In some cases, efflorescence may occur which is unavoidable for technical reasons. This does not affect the quality of the products. Efflorescence is not a defect. In special circumstances, hair cracks may appear on the surface. Such hair cracks do not adversely affect the utility value if the products otherwise comply with norms or guidelines. In spite of taking special care and checking 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 not relevant 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 is entitled to their choice of 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 costs for transport, travel, labour and materials, insofar as these were not increased by the relocation of the purchased object to another site. In the case of the rectification of faults, we bear the costs only up to the amount of the purchase price. If remedial action is unsuccessful, the Customer is entitled, as they prefer, to either withdraw from the Contract or to demand a reduction in the price.

5.4 We are liable in accordance with the statutory provisions if the Customer successfully asserts a claim for damages which are due to criminal intent or gross negligence, including those due to the criminal intent or gross negligence of our agents or subcontractors. If no intentional breach of contract can be ascribed to us, the liability for damages is limited to the predictable, typically occurring damages. In this case, however, our maximum liability is limited to the amount of the coverage limit of our product liability insurance, which is € 1,000,000.00. We must always be allowed the opportunity to take remedial action within an appropriate period of time.

5.5 We are liable in accordance with the statutory 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. Also in this case, however, our maximum liability is limited to the amount of the coverage limit of our product liability insurance, which is € 1,000,000.00.

5.6 Liability because of culpable injury to health, life and limb remains unaffected and this also applies to any mandatory liability under the German Product Liability Act (ProdHaftG).

5.7 Insofar as no other agreement differing from the above has been agreed, 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 in the cases of section 438 (1) No. 2 BGB and of sections 478 and 479 BGB remain unaffected. If we provide concrete laying services, the period of limitations in § 13 No. 4 VOB part B applies.

For expansion joints between components whose functionality is significantly affected by maintenance, the period of limitations is 1 year, provided the Customer has not specifically assigned responsibility for maintaining the joints to us.

5.9 Models and samples are considered non-binding viewing objects. Minor deviations from these do not constitute grounds for claims. Breakage within standard commercial limits cannot be claimed.

5.10 Furthermore, claims for defects do not arise from natural wear or damage that occurs after the transfer of liability due to improper or negligent handling, excessive stress, unsuitable equipment, defective construction work, an unsuitable building site or particular external influences

that were not presupposed in the order. Likewise, if improper changes or repair work is carried out by the Purchaser or by a third party, no claims for defects arise in respect of these or the resulting consequences.

6. Information and Advice

6.1 Information and advice regarding our products is based on our previous experience. They do not absolve the Purchaser from the responsibility to use our products in a proper and professional manner. The stated values and diagrams, drawings, installation guidelines, etc. that are made available are based on experience and are non-binding. The Purchaser is solely responsible for checking the suitability of our products for the intended purpose.

6.2 Technical consultations are not the subject matter of the supply agreement.

7. Payment

7.1 Invoices are raised following supply or provision. For orders that include deliveries and services, partial deliveries are invoiced according to the measurements.

7.2 Unless otherwise specified in the Order Confirmation, the purchase price is due for payment within 21 days of the invoice date for Customers who were unknown to us before fulfillment of the order.

7.3 The legal provisions relating to payment arrears apply. The Customer is entitled to set-off rights only if their counterclaims have been recognized under law, are undisputed or are recognized by us. Furthermore, they are entitled to withhold payment if their counterclaim relates to the same contractual relationship.

7.4 In the case of payment arrears, we can, without prejudice to other claims, levy the commercial rates of interest, but at least at 8 percent above the current applicable base rate of the European Central Bank. If the Customer falls into payment arrears, we are entitled – at our own discretion – to make other deliveries and services dependent on pre-payment or securities; to demand compensation for damages because of a delay in performance at the rate of the usual interest rate at banks for uncovered credits including costs of provisions, but at least 8 percentage points above the base rate of the European Central Bank, as well as to demand 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 agreed above.

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

7.6 If the Purchaser's financial situation changes for the worse before or during the term of the Contract or we receive information about the Purchaser which we regard as unsatisfactory, so that we may reasonably believe that payment is jeopardized, we are entitled to block further processing or dispatch of the delivered goods until payment, or to demand their return and to demand advance payment or security by suitable bank guarantees for the remaining delivery or before the start of production, 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 beyond our control, we are entitled to charge for this 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 cannot perform on the agreed date, we are entitled to invoice for any additional costs incurred.

7.8 Our obligation to deliver is suspended so long as the Purchaser is in arrears with a due debt to us.

8. Basis for Invoicing

The basis for invoicing for the price of flooring is the respective grid size.

8.1 Pallets required for delivery are invoiced. If pallets in good condition are returned by the Purchaser to our delivery works within six months after issuance, we refund the issuance price minus a utilisation fee. The return is in principle a debt to be discharged by the Purchaser.

8.2 Pallets, laying plates and other separately billed transport/loading aids are not subject to a discount.

9. Reservation of Proprietary Rights

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

9.2 In the case of conduct by the Customer in transgression of the Contract, especially payment arrears, we are entitled, after a reasonable delay, to recover the purchased object. Our recovery of the purchased object constitutes a withdrawal from the Contract. After recovery of the purchased object, we are entitled to sell it and deduct the proceeds from the sale from the Customer's liabilities – less reasonable administrative costs.

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

9.4 Where property is seized or there are other actions by third parties, the Customer shall immediately notify us thereof in writing so that we can contest such proceedings in accordance with 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to compensate us for the court and out-of-court costs of a proceeding under section 771 ZPO, the Customer is liable for our resulting financial loss.

9.5 The Customer is entitled to resell the purchased object in the normal course of business; however, they immediately surrender to us all claims, up to the value of the invoiced final amount (including VAT) of our claim, that have accrued to them from the resale to their customer or third party, regardless of whether the purchased object has been resold before or after processing. The Customer 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 Customer fulfils their payment obligations from the realised 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 payments have been discontinued. If this is the case, however, then we can demand that the Customer informs us of the assigned claims and their debtors, provides all the details required for redemption, hands over the associated documents and notifies the debtors (third parties) of the assignment.

9.6 Processing or conversion of the purchased object by the Customer 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 of the new object in the ratio of the value of the purchased object (invoiced final amount, including VAT) to the other processed objects at the time of processing. Otherwise, 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, then we will acquire joint ownership of the new object in the ratio of the value of the purchased object (invoiced final amount, including VAT) to the other mixed objects at the time of mixing. If the mixing is performed such that the Customer's object can be regarded as the principal object, then it is accepted that proportionate co-ownership of the new object is transferred to us.

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

9.9 We undertake to release the securities to which we are entitled at the Customer's request if the realisable 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 the Purchaser or Customer is Germersheim, Germany. 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 place of jurisdiction is Germersheim, Germany.

10.3 This Contract is subject to the laws of the Federal Republic of Germany; the application of the UN Sales Convention is excluded.

10.4 We are entitled to settle with a merchant as defined by the HGB (German Commercial Code) those claims that they have against our parent company, subsidiaries, sister

companies or other associated companies of BTE Holding B.V., even where there are differing due dates.

The GTC are valid from 01 November 2013.
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