

General Terms of Delivery and Payment (valid from 01.12.2013) Offer, Sales, Delivery, Commissioning and Service Conditions

1. Validity

- 1.1 Our above-mentioned Terms of Sale and Delivery shall apply exclusively to all goods and services, as well as the latest ORGALIME Terms of Delivery of Mechanic, Electric and Related Electronic Products (S2000), Brussels August 2000.
- 1.2 Purchasing conditions of the customer shall not be valid even if we do not object to them.
- 1.3 Suppliers' regulations, technical conditions, safety engineering conditions and process engineering conditions shall be notified to us in good time before the conclusion of a contract. Otherwise, they shall not be valid even if we do not object to them. Any resulting additional expenditure and costs shall be borne by the customer.
- 1.4 In the event of dispute, sovereign law of the Federal Republic of Germany (German Civil Code and German Commercial Code) and German jurisdiction at Hilzingen as the place of jurisdiction shall apply exclusively. The place of jurisdiction of the customer shall not apply even if we have not objected to it.
- 1.5 Through acceptance of our order confirmation, rental agreements, test contracts and goods, the customer shall hereby accept the validity of our above-mentioned Terms of Sale and Delivery, unless we have expressly accepted the purchase conditions, etc. of the customer and they do not run contrary to sovereign law of the Federal Republic of Germany (German Civil Code and German Commercial Code).
- 1.6 General Terms and Conditions of the customer shall not apply even if we do not expressly oppose them.

2. Offer, Cost Estimate, etc.

- 2.1 The basis for our offer shall be the utilisation condition data supplied and confirmed by the particular demand carrier or customer.
- 2.2 The offered services to be performed by our company shall be based on the offer text and the technical descriptions contained therein, as well as the offer text of suppliers from whom STA purchases parts.
- 2.3 Services which are not included in our offer and are to be furnished by the demand carrier or the customer (provided no special agreements were concluded in the offer text):
 - Crane truck and lifting equipment for unloading and placing systems and components, including cross-transport from the unloading location to the installation location
 - Electric power supply and its upstream fuse protection to the switch cabinet(s) and the associated connections including lead-ins and insulation stripping
 - Pneumatic connections, including pressure regulation and drainage at our central connection and internal distribution point
 - Freshwater supply points, if necessary with a pipe disconnecter, at our central connection and internal distribution point
 - Sewage or overflow connection to the customer's sewage system
 - Ventilation of the operational premises at the installation site
 - Cooling water connection and drain in the customer's cooling circuits, etc.
 - Safety measures for any arc and gas welding by the customer, including the provision of fire-extinguishers
 - Safety measures regarding any water-polluting and health-endangering substances
 - Safety measures regarding exothermically reacting substances, separated solids, etc.
 - Provision of safety personnel according to the regulations of trade associations, accident prevention regulations, fire protection regulations, etc.
 - Equipping of the installation location or corresponding operational premises according to § 19 of the Water Management Act (WHG)

- Noise control and sound-insulating measures at the installation site
- Disposal of scrap parts during disassembly, packing materials and waste during installation work (electrics, compressed air, water and mechanics)
- Adaptations and modifications in machine control units and to machine connections outside our scope of supply
- Filling of the systems supplied by us with suitable process liquid(s)

3. Offer, Conclusion of Contract, Scope of Supply and Services

- 3.1 Our offers shall not be binding and, unless otherwise mentioned, shall be valid for a period of three months. We shall expressly reserve the right to make technical modifications.
- 3.2 Orders shall only be deemed to have been accepted when we confirm them in writing.
- 3.3 Our written order confirmation shall apply to the scope of supply. Incidental agreements and technical modifications shall require our written confirmation.
- 3.4 We shall expressly reserve the right to increase prices on account of technical modifications. We shall also expressly reserve the right to prior sale of products and systems which we stipulate as being in stock.
- 3.5 We shall reserve unrestricted property rights and copyright-protected exploitation rights to cost estimates, concepts, descriptions, drawings and other documents; they shall not be made accessible to third parties. If the order is not placed with us, drawings relating to our offers and other written documents shall be returned immediately on request at no charge.

4. Prices

- 4.1 Prices shall be regarded as ex works, excluding packing, dispatch, postage and delivery costs, transport and goods insurance, and the legally prescribed taxes or customs duties, etc. in the respective amount.
- 4.2 If there is a change in the cost factors or material and alloy surcharges, etc. before the delivery date, we shall reserve the right to adjust our prices.
- 4.3 If we have to take account of technical and process engineering modifications requested by the customer during the delivery period, we shall reserve the right to adjust our prices.
- 4.4 If technical and process engineering modifications or additional deliveries and additional services are necessary during installation and commissioning at the customer's premises and at the installation site, these additional costs shall be paid separately by the customer according to the report and installation report.
- 4.5 Packaging, installation frames or similar useful materials shall be invoiced at cost price. We shall not take back these items.

5. Delivery Period

- 5.1 Dates for goods and services shall only be binding if we have confirmed them in writing. The delivery period shall commence at the earliest when the order confirmation is sent, but not before provision of the documents to be obtained by the customer.
- 5.2 The delivery period shall be deemed to have been observed if the delivery item has left the plant before the end of the delivery period.
- 5.3 The delivery period shall be extended by a reasonable amount of time on account of actions during industrial disputes, especially strikes or lockouts, and on the occurrence of unforeseen problems outside our influence, if it is proved that these problems have a major effect on the production or supply of the delivery item. This provision shall also apply if similar circumstances occur at subcontractors.

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We shall also not be responsible for the above-mentioned circumstances if they occur during an already existing delay. In important cases we shall inform the customer about the beginning and end of these problems as soon as possible.

- 5.4 If we default on delivery, the customer shall grant us a reasonable period of grace with the express statement that he will refuse to accept performance on expiry of this period. If we do not comply with this period of grace, the customer shall be entitled to withdraw from the contract.
- 5.5 The delivery period shall be stipulated according to our best judgement. If the customer changes the scope of supply entirely or as regards technical or processing engineering details, the delivery period may be changed accordingly.
- 5.6 The delivery period may be extended on account of defective goods or a shortage of raw materials at our company or our subcontractors. Compensation claims shall be excluded in these cases.
- 5.7 Service tasks and work shall be performed as quickly as possible using our available technical personnel, materials and necessary means of transport. Any compensation claims resulting from time delays shall be excluded.

6. Payment

- 6.1 Unless otherwise agreed and confirmed in writing, all payments shall be made net to the freely appointed payment office within 30 days after the invoice date and issue of the invoice.
These payment modalities shall also apply if commissioning / training are not carried out, through no fault of STA, within 5 working days after delivery.
Wage labour during our service work may not be discounted.
- 6.2 If the credit period is exceeded, normal bank default interest, but at least 3 % above the current discount rate of the German Federal Bank shall be charged plus value-added tax. This interest shall be fixed at a higher or lower rate if we provide evidence of an encumbrance at a higher interest rate or the customer provides evidence of a lower encumbrance. The enforcement of further damage caused by default shall be hereby excluded.
- 6.3 Payment of the invoice in the form of cash or a crossed cheque and bill of exchange shall only be accepted on account of payment and shall require our prior permission in the case of bills of exchange. The customer shall pay all the costs relating to the bills of exchange or cheques. We shall not be liable for due protest.
- 6.4 It shall not be permitted to retain payments or offset any counterclaims by the customer, which are disputed by us and have not been accepted as final and absolute.
- 6.5 In the case of advance payments exceeding €26,000, the customer may agree a bank guarantee through our company banks. Expenses and interest shall be borne by the customer and shall be invoiced separately.
- 6.6 Unjustified discounting shall be challenged by us immediately.

7. Passing of Risk and Dispatch

- 7.1 Risk shall pass at the latest at the time of dispatch of the delivery items to the customer, i.e. whenever partial deliveries are made or we have agreed to perform other services, e.g. dispatch costs or transport and installation.
- 7.2 If dispatch is delayed due to reasons for which the customer is responsible, risk shall pass to the customer from the date of readiness for dispatch. Any storage costs shall be paid by the customer.

- 7.3 At the request of the customer, we shall insure the consignment at his expense according to his information.
- 7.4 Partial deliveries to a reasonable extent shall be permitted.

8. Installation and Commissioning

- 8.1 Installation, commissioning and training shall be carried out solely according to our attached and known Guidelines and Conditions for the Employment of Service and Process Engineering Staff, as well as Other Special Technical Personnel.
- 8.2 If our fitters perform installation and commissioning work locally, the customer shall provide, on request, supervisory personnel and, if necessary, technical and auxiliary personnel free of charge throughout the entire work period each day and for the duration of the work, if necessary outside the normal working hours of the customer.
- 8.3 Information on the installation site when using automatically emptying separators from the A series:
The customer shall install a T-beam crane with a free hook height of approx. 3,500 mm from the floor and pulley block above the system in order to maintain and inspect the separators. The minimum hoisting power shall be 2,000 kilograms.
- 8.4 The noise level of the system without sound insulation is normally 81 to 83 dB(A), or 35 to 40 dB(A) with additional sound insulation, measured according to the DIN standard. In the case of separators from the S and NZ series, the noise level is 72 to 74 dB(A).
At the installation site, the minimum ambient temperature shall not go below + 5 °C while the maximum ambient temperature shall not exceed + 40 °C.
The humidity at the installation site may not exceed a value of 9 g/l to 15 g/l in a temperature range of between + 15 °C and + 25 °C.
In accordance with the accident prevention regulations relating to "centrifuges" (VBG 7z), an expert shall test centrifuges (separators) for operational safety at least once while functioning and also in a dismantled state if required, but at least every 3 years. We will be pleased to send you a maintenance contract in this respect.
- 8.5 The customer shall provide the following at the installation site:
- Freshwater supply point: R 1", minimum pressure: 3 - 4 bar
 - Compressed air connection with the maintenance unit R ½", pressure 3 - 6 bar
 - Power current 3 x 400 V / 50 Hz, corresponding to the installed driving power of the units and equipment
 - Schuko socket 230 V / 50 Hz for service work
 - The floor at the installation site shall be even and shall be designed according to the surface load. The system does not need any fixed foundation connection, but should be placed on insulating boards.
- 8.6 Painting, corrosion protection work, brickwork and mortising, especially wall and ceiling openings, shall be carried out by the customer.
When preparing the offer, we shall assume that building and adjustment work (electrical and mechanical) can be carried out simultaneously without any waiting periods.
This provision shall also apply to our installation and commissioning work, including training of your operating and maintenance personnel.
Any waiting periods for which we are not responsible or several journeys to and from the installation site shall be invoiced in accordance with the known cost rates.

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9 Warranty

- 9.1 The customer shall inspect our goods and services for defects as soon as they have been received. If defects are ascertained, they shall be notified to us in writing immediately, but at the latest 10 days after receipt of the goods.
- 9.2 The warranty shall also be based on the commissioning report prepared by our service engineer regarding the mechanical engineering, process engineering and electrical areas at the installation site according to checklists. The warranty shall also be based on strict compliance with the provisions in our operating and maintenance instructions. This shall apply analogously to the attached units purchased with the machine. The warranty shall expire when the machine is not operated properly or according to the agreed processing engineering utilisation conditions.
- 9.3 In the event of a defect which was not recognisable during a quick inspection, a complaint shall be lodged as soon as the defect is discovered.
- 9.4 We shall furnish a warranty regarding our manufactured systems, accessories and assured properties for a period of 12 months calculated from the date of dispatch. During this period, we shall carry out repairs and modifications at our plant free of charge. We shall be given a reasonable period of time and the opportunity to carry out this work without compensation claims. We shall not be liable for any transport costs, breakdowns, other damage and costs caused by unauthorised replacement purchases or repair work. Any replaced components shall become our property. **We shall not provide any free replacement for damage which is caused by improper and negligible handling, incorrect installation, unsuitable operating resources or other influences for which we are not responsible, or by natural wear and tear during regular use.**
- 9.5 The customer's right to enforce claims due to defects shall become statute-barred in cases of prompt complaint and defect rectification after 6 months and in all other cases on expiry of the warranty period.
- 9.6 The customer shall give us a reasonable period of time and the opportunity to carry out any necessary repairs and make any necessary replacement deliveries.
- 9.7 Liability for defects shall not apply to natural wear and tear, nor to damage which occurs after passing of risk due to incorrect or negligible handling, excessive stress or incorrect installation.
- 9.8 If the customer or third parties carry out improper modifications or repair work without our prior approval, no liability shall be accepted for any resulting damage and its consequences.
- 9.9 If it is impossible to rectify the defect in spite of several rework attempts or on account of the failure to make a replacement delivery, the customer shall be entitled to either reduce the amount payable or rescind the contract.
- 9.10 Any further claims by the customer, especially compensation claims for damage which did not occur on the delivery item itself, shall be excluded.
This liability exclusion shall not apply in the case of intent or gross negligence on the part of the owner or senior executives, or in cases where there is liability under the Product Liability Act for defects in the delivery item and for physical injury or material damage with privately used products.
- 9.11 **In the case of parts which are not manufactured by our company, a warranty shall only exist if is furnished by the subcontractor. In the case of deliveries to EU countries not bordering on Germany and other countries, the warranty shall only include the affected material; personnel, air, travel, accommodation and transport costs shall be borne by the customer.**

- 9.12 The stipulated warranty period for machines, systems and regular wearing parts in our separators shall form an integral part of our STA Terms and Conditions; see annex to all contracts.

10. Advice and Information

- 10.1 Our proposals regarding the use of our products shall be made with consideration of the latest state of the art, our experience and the information provided by the customer. However, we shall not accept any liability for the attained results, nor shall we guarantee that industrial property rights are not infringed.

11. Know-how

- 11.1 Offer documents, plans, drawings, prices, etc. may not be passed on to third parties, not even for personal use by the customer or demand carried if a business transaction is not concluded.

12. Reservation of Title, also towards Third Parties

- 12.1 We shall retain title to the delivery item until all payments have been received. If the customer breaches the terms of the contract, in particular if he fails to pay on time, we shall be entitled to take back the delivery item after issuing a warning. The customer shall be obliged in this case to return the delivery item. Unless the Hire Purchase Act applies, we shall only be entitled to withdraw from the contract after taking back and attaching the delivery item if we expressly declare this in writing. The customer shall inform us immediately in writing about attachments or other interventions by third parties.
- 12.2 The reservation of title and the securities accruing to us shall apply until the time of full release from any contingent liabilities (e.g. payment using the so-called cheque-bill of exchange method), which we entered into in the interest of the customer.
- 12.3 If the customer sells the goods, irrespective of their state, which we supply, he shall now assign to us by way of security the claims accruing to him from the sale against his customer with all auxiliary rights until all our claims from deliveries have been paid. The customer shall not be entitled to pledge the goods or transfer them by way of security.

13. Place of Performance, Place of Jurisdiction, Applicable Law

- 13.1 The place of performance for payment obligations of the customer, if he is a merchant, shall be Hilzingen. Hilzingen shall also be the place of performance for all disputes arising from the contract. This provision shall also apply to actions due to cheque and bill of exchange processes.
- 13.2 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the customer and our company to the exclusion of conflicts of laws provisions and the Uniform Law on the Formation of Contracts for the International Sale of Goods.