



Alatas Germany Craneservice GmbH General Terms and Conditions, rev. 30/06/2009

I. Scope of Applicability

The following General Terms and Conditions govern all partners to any contracts and become a component of the contracts formed with our partners to the contracts. Our terms and conditions shall be considered accepted at the latest at the time the contract is formed.

II. End of Contract, Contract Contents

1. Our offers, deliveries and services are governed exclusively by these Terms and Conditions. Divergent terms and conditions of the partner to the contract shall not form a part of the contract. Contradictory terms and conditions of the partner to the contract shall only become a component of the contract with the written approval of Alatas Germany Craneservice GmbH. Termination of the contract must be in writing.
2. Our offers are subject to change and are valid for a maximum of thirty days. Contracts are formed solely by means of our written confirmation of order or by completing the order, service or dispatching personnel.
3. Technical and structural divergences from descriptions and information provided in prospectuses, offers and written documents, as well as modifications to service, construction and material within the framework of technical progress remain reserved, without the customer being able to derive rights therefrom. Information about our products (technical data, dimensions, etc.) and services are only approximate and inexact; they are not guaranteed unless the guarantee is extended explicitly and in writing.
4. We retain property rights and copyrights in respect of patterns, drawings, cost estimates, etc., including those in electronic form. They may not be made available to third parties without authorisation and must be immediately returned if so requested.
5. Claims against us deriving from the contract may only be assigned with written authorisation. We are entitled to collaborate with third parties in the performance of our contractual duties and to allocate subcontracts.

III. General Obligations for Dispatching Personnel

1. Alatas Germany Craneservice GmbH dispatches service and installation personnel following individual contractual agreement. All information regarding foreseeable service or installation times are merely non-binding estimates.
2. Employees of Alatas Germany Craneservice GmbH treat as confidential all information received within the framework of activities performed for the partner to the contract.
3. The partner to the contract is required to observe labour protection laws and the Working Hours Act, including the provision of first aid measures and facilities pursuant to accident protection laws at the location to which the personnel are dispatched (full operational protection). The partner to the contract shall provide personal protective gear. In the case

of insufficient observation of obligations, the dispatched employee may refuse to perform the work. In this case, the partner to the contract is liable for the agreed payment.

4. The hours worked shall be documented weekly on forms designed for this purpose. The partner to the contract is obligated to check the validity of these and to sign them. Subsequent modifications shall be refused by Alatas Germany Craneservice GmbH.
5. The partner to the contract shall make available to the dispatched personnel all necessary workers, tools, operational resources (including energy and consumables) as well as other necessary devices, provided nothing to the contrary has been agreed in writing. Workers provided by the partner to the contract shall be subject to instruction by the employees dispatched by Alatas Germany Craneservice GmbH. Any and all liability of Alatas Germany Craneservice GmbH for supplied workers shall be excluded.
6. Installation and service personnel shall be provided with trained specialists for starting-up operations as well as for performing test runs as part of repair orders for machines, systems, etc.
7. The installation and service personnel shall be provided suitable rooms for working and for other activities, which can be locked and which can be heated, including sanitary and washing areas.
8. The partner to the contract is obligated to acceptance after the service or installation work has been completed as soon as said partner is notified of the completion of such work. Acceptance may not be refused on account of incidental defects, provided Alatas Germany Craneservice GmbH assumes the obligation of correcting the defects. Acceptance shall be deemed to have been given one week after the notification of completion if Alatas Germany Craneservice GmbH is not responsible for the delay in completion. After acceptance, liability is excluded for defects in respect of all defects ascertainable according to the type provided the partner to the contract has reserved the right to assert a particular defect.
9. Should the tools, equipment, etc. of the dispatched personnel be damaged, destroyed or be removed from the installation site due to no fault of the dispatched personnel, the partner to the contract is obligated to compensate for damages, provided no normal wear and tear damages are at issue.

IV. Prices, Payment

1. Lacking any particular agreement, the prices from the factory ("EXW" Incoterms 2000) do not include packaging or insurance. Value-added tax applies to the prices in the amount determined by law.
2. Transport, packaging and warehousing costs for goods that Alatas Germany Craneservice GmbH must pay to an upstream provider shall be borne by the partner to the contract upon presentation of relevant documentation in addition to the agreed price and the shipping costs pursuant to Clause IV. 1.
2. In the case of dispatched personnel, Alatas Germany Craneservice GmbH calculates the hourly wages and additional costs applicable to said personnel. In addition, materials will be charged at the going price of the materials, and the provision of particular tools will be charged in accordance with contractual agreement.
4. Time spent travelling and waiting is considered working time. Travel and accommodation costs shall be borne by the partner to the contract. On-site travel costs (taxi, bus, etc.) are considered travel expenses. Transport and insurance costs for materials, tools, as well as other devices, are borne by the partner to the contract. In the case of flight bookings made by the partner to the contract, a return ticket shall be provided. Times shall be calculated per calendar day absent from the place where Alatas Germany is domiciled.
5. Invoices are payable within 14 days, net. Invoices are considered to be recognised if no written objection is made within five days of the invoice date.

6. If the applicable prices of our suppliers or other costs transferred to our products increase between the time of the formation of the contract and performance, we are entitled to increase the agreed prices accordingly.
7. In the case of a delay in payment, we are entitled to levy 8% interest above the base rate established by the German Federal Bank [*Bundesbank*].
8. In the case of founded doubts regarding the ability of the partner of the contract to provide payment, which refer to a fundamental worsening of the asset profile of the partner to the contract, we are entitled to delay outstanding deliveries or services, until an appropriate security has been paid. Should payment obligations of the partner to the contract resulting from current or previous legal transactions remain unfulfilled or should no security be provided, Alatas Germany Craneservice GmbH may withdraw from the contract after setting an appropriate grace period. In this case, Alatas Germany Craneservice GmbH may require as compensation for damages 30% of the value of the orders not executed.
9. Rights of the customer to decrease the amount to be paid or to refuse to provide the payment are excluded, except in cases where the payment has been made without contest or with the force of law.

V. Delivery and Installation, Place of Performance

1. Agreements regarding a binding delivery or installation time (performance time) must be made in writing. Our punctual performance has as prerequisite that all commercial and technical questions between the customer and us have been clarified and that the customer has fulfilled all of the obligations to which he is subject. The installation/repair shall be considered finished when the delivery or service order and/or acceptance form or working hours documentation have been signed.
2. Should nothing different have been agreed, the place of performance is the place in which Alatas Germany Craneservice GmbH is domiciled and/or the place at which work is to be performed by dispatched personnel. Should goods not be collected at the agreed-upon time, Alatas Germany Craneservice GmbH may impose the usual warehousing fee.
3. Our performance time shall be considered to be met if our product has left the shipping warehouse before this period has expired or we have demonstrated readiness to ship. Should acceptance be necessary, the acceptance date and time are relevant; this does not apply to legitimate refusal of acceptance.
4. Should we not be able to provide performance on time, we will inform the customer of this on an ongoing basis.
5. Should we not be responsible for the delay, such as in the case of a lack of energy, import difficulties, operational or transport disruptions, strikes, cases of undue hardship or delays on the part of our suppliers, the performance time is extended accordingly. Should we still not be able to provide performance after an appropriate extension period, both we and the customer are entitled to withdraw from the contract. Damages claims of the customer are excluded in this case. Costs arising because of delays vis-a-vis installation or service shall be borne by the customer.
6. Should we be responsible for the delay, the customer may withdraw from the contract in accordance with legal statutes. Should the customer suffer damage on account of the delay, the customer is entitled to demand a flat-rate compensation sum. This sum shall be 0.5 percent per full week of delay, however in total, not more than 5 percent of the value of the component of the performance that cannot be used on time or in accordance with the contract because of the delay.

VI. Risk Transfer, Insurance

1. Risk is transferred to the customer once the product has left our shipping warehouse or once we have displayed readiness to ship in respect of the delivery. This also applies if we

assume other services, such as in particular shipping costs. Provided acceptance is necessary, risk is transferred at the time of acceptance.

2. Should the shipping or acceptance be delayed or not occur because of circumstances for which Alatas Germany is not responsible, risk is transferred to the customer once we have indicated our readiness to ship or accept.
3. Upon express request by the partner to the contract, we undertake to insure the product at the cost of the partner to the contract.

VII. Retention of Proprietary Rights

1. The product supplied by us remains the property of Alatas Germany (goods subject to retention of title) until all claims deriving from the business relationship have been fulfilled by the partner to the contract).
2. The partner to the contract must insure the item being delivered against any and all damages, including machinery failure and theft, at its own cost for the duration of the period of retention of title, and further must produce relevant documentation thereof if so requested by Germany Craneservice GmbH. The partner to the contract hereby assigns any and all claims against the insurance to us.
3. Should the partner to the contract become in default of a due payment completely or to a considerable proportion by more than ten days, and should an appropriately established payment period have expired without payment having been made, we may demand of the partner to the contract the return of the goods subject to retention of title, even if we have not previously declared our withdrawal from the contract. The same applies if an insolvency claim has been entered against the assets of the partner to the contract and has not been rescinded within ten days. Should the partner to the contract not return the goods, or should the goods subject to retention of title be threatened by loss or decay, we are entitled to assume possession of the good subject to retention of title. For this purpose, we may enter the premises at which the goods subject to retention of title are being held. Reclamation costs shall be borne by the partner to the contract. We may dispose of goods subject to retention of title that have been reclaimed as we see fit and to our best advantage. Should the sum attained exceed the sum we have claimed, the rest belongs to the partner to the contract.
4. Within the context of normal business activities, the partner to the contract is authorised to sell, process, modify and combine the good subject to retention of title. This is in respect of Alatas Germany. The parties to the contract agree that Alatas Germany Craneservice GmbH becomes the owner of the newly formed goods. In the case of sale, the partner to the contract assigns all claims against the purchaser deriving from the sale to Alatas Germany Craneservice GmbH as a security.
5. The partner to the contract is responsible for ensuring that neither the effectiveness nor executability of the retention of title are impaired, should the goods be sold outside of Germany. Should the retention of title not be legally valid or be inexecutable pursuant to the law of the state within the territory of which the goods have been sold, the security that is most similar to the retention of title shall be considered to have been agreed upon. To the extent that activity is required on the part of the partner to the contract, the partner to the contract is obligated to immediately perform this action.
6. Copyright usage and exploitation rights granted for long-term periods may be freely revoked until payment of the licensing fee has been made in full and may not be further transferred by the partner to the contract. This also applies even if the corresponding licensing terms specify that the license has been irrevocably granted.

VIII. Intellectual Property Rights

1. For goods produced according to the specifications of the partner to the contract (drawings, patterns, etc.) the partner to the contract assumes the risk that no intellectual property rights of third parties (patents, licences, patterns, copyrights, etc.) are infringed.

The partner to the contract undertakes to release Alatas Germany from the claims of third parties deriving from any such infringement of intellectual property rights.

2. Alatas Germany Craneservice GmbH is entitled to assign subcontractors to complete its performance obligations.
4. All information, data and documents shall be treated as confidential by Alatas Germany Craneservice GmbH and the partner to the contract. Making information, data or documents available to third parties is only permitted after prior written approval. After the end of the contract, documents received are to be returned. This also applies accordingly to data provided to subcontractors.

IX. Claims in Respect of Defects (Guarantee)

1. Our liability extends to providing our products and services free of defects to the degree possible in accordance with the state of technology. Our liability is excluded:
 - a) if our products are not warehoused, installed, started-up or used properly by the customer or third parties, particularly if the party to the contract interferes in the installation or changes the installation;
 - b) in the case of natural wear and tear;
 - c) in cases of improper maintenance, improper use or treatment, use for inappropriate purposes or intentional damage;
 - d) if unsuitable operational resources are used;
 - e) in the case of damages caused by repairs or other work performed by third parties that was not expressly approved by us;
 - f) in the case of an increase in damages by starting-up before repairs were completed and/or further operation despite damage that was already apparent.
2. The partner to the contract must inspect the product immediately after receipt. We shall be informed in writing of noticeable defects within one week, and of unnoticeable defects within four weeks after receipt of the product. Should this not occur, the product shall be considered accepted.
3. Our legal liability in respect of defects is limited to supplementary performance, i.e. repair of defect or replacement of performance and/or product. The partner to the contract must grant us sufficient opportunity to provide supplementary performance by means of written request; otherwise, we will not be found liable for resulting consequences. Only in urgent cases, such as to ensure operational safety or to avert disproportionately significant damages, the partner to the contract may itself or through third parties correct defects and demand of us compensation for the necessary effort.
4. Should supplementary performance not be successful, the partner to the contract is entitled to reduce the payment or – in the case of significant defects – to withdraw from the contract.
5. For newly produced items and services including associated planning and monitoring services, we remain liable for one year from shipping, communication of readiness to ship or acceptance, provided no compellingly longer legal periods of limitation are imposed by §§ 438 I, No. 2 and 634a, German Civil Code (Structures and items associated with structures, including structural defects).
6. For repair or installation services, no guarantee is extended to replacement parts or other components provided or supplied by the customer.
7. Our liability is excluded in principle for the sale of used products.
8. Claims of the partner to the contract in respect of defects in excess of those provided for in the aforementioned clauses are excluded. We therefore are not liable for damages not incurred in connection with the product or factory, and are not liable for other damage to assets of the partner to the contract.

X. Liability

1. Our liability, regardless of the legal basis upon which it rests, remains limited to intentionality and gross negligence.
2. Any and all limitations on action provided for in these Terms and Conditions do not apply:
 - a) in the case of intentionality or gross negligence on our part or parties contracted by us;
 - b) in case of personal damage,
 - c) in the case of damages that have resulted from the lack of a quality or characteristics that we have guaranteed;
 - d) in the case of claims deriving from the Product Liability Act.
3. In the case of dispatched personnel, the amount of damages to be asserted is limited to 10% of the agreed payment.

XI. End of Contract

1. The consensual ending of a contract (cancellation or other termination) requires the written approval of Alatas Germany Craneservice GmbH.
2. Should the partner to the contract end an ongoing contract by means of termination or withdrawal, Alatas Germany Craneservice GmbH may demand compensation for damages of 30% of the value of the order. The partner to the contract can present documentation attesting to a lower damages amount.

XII. Salvatory Clause

The entire contract, including these General Terms and Conditions, remains in effect should individual clauses be legally invalid. In the place of the invalid clauses, a provision shall be inserted that most closely conforms to the mutual interests of the partners to the contract.

XIII. Choice of Law, Jurisdiction

1. The law of the Federal Republic of Germany applies. International law, particularly the UN Convention on Contracts for the International Sale of Goods, is excluded. The exclusive language of the contract and of the court is German.
2. The sole legal venue is Osterholz-Scharmbeck. We, however, remain entitled to choose to initiate an action in the jurisdiction in which the customer is domiciled.