



GENERAL TERMS FOR THE SALE AND DELIVERY OF GRINDING WHEELS, ABRASIVES AND ACCESSORIES

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I. MAIN TERMS

The following terms of sale and delivery shall be exclusively applicable to all business relationships, including future ones, with the customer and all claims resulting from them. The customer's terms, which we do not expressly acknowledge, shall be non-binding even if we do not reject them in every individual case.

II. CONTRACT CONCLUSION, AMENDMENTS

1. Our quotations shall be non-binding.
2. All contract conclusions must be made in writing in order to be valid. The same applies to side-agreements and contract amendments.
3. Illustrations, descriptions and technical data in our catalogues and other printed materials shall be approximations only.
4. We shall reserve all title rights and copyright to estimates, technical descriptions, drawings and other documents.

III. DELIVERY

1. Lead times and delivery dates shall be approximations only. They refer to the time at which the goods are shipped or notification is given that they are ready for shipping.
2. Lead times and delivery dates shall be extended (notwithstanding our rights resulting from the customer's default) by the period in which the customer fails to satisfy his obligations to us.
3. Forces majeures and other events over which we have no influence and which make delivery much more difficult or even impossible for us, such as operating breakdowns, transport delays, strikes, legal lock-outs, official action and a failure on the part of our suppliers to deliver any goods, the correct goods or on schedule, regardless of the grounds, shall release us from our obligation to deliver the goods; hindrances of a preventative nature shall only do so for the duration of the hindrance plus a reasonable start-up period. If it is unreasonable to expect the customer to accept the delay, it may cancel the contract after setting a reasonable deadline extension by means of a direct written declaration.
4. If the goods are to be delivered on the basis of call orders, they must be accepted at the latest within six months of the contract conclusion even if no call order is placed.
5. Deliveries of part of a shipment shall be acceptable.
6. Excess or shortfall deliveries shall be permitted within a tolerance of up to 10% in return for commensurate additional or reduced charges.
7. Even if freight charges are included in the price, the risk shall be passed to the customer when the goods are handed over to the forwarder or driver or other transport contractors (start of the loading process), but at the latest when they leave our factory or warehouse. If the shipment is delayed for reasons which are the responsibility of the customer, the risk shall be transferred when notification is given that the goods are ready for shipping. Warehousing costs after the transfer of risk shall be paid by the customer.
8. The shipment method and packaging shall be at our discretion.
9. The shipment shall only be insured against transport damage and other risks if expressly requested and at the expense of the customer.

IV. PRICES, PAYMENT

1. Our prices shall apply to the goods and services set out in our order confirmations. Statutory value-added tax shall be added to them unless they are destined for export. If we increase our normal prices between the conclusion of the contract and delivery, the price in force on the date of delivery shall be used unless expressly agreed to the contrary.
2. Packaging costs shall be charged separately unless expressly agreed to the contrary. Crates shall be provided on a loan basis and must be returned to us after delivery free of charge. If they are not returned, they shall be invoiced at cost price. We shall not accept returns of other packaging material.
3. Our prices shall be ex-works or warehouse for shipments with a net goods value (excluding value-added tax) of up to EUR 385.00 and for shipments of whetstones, rubbing stones and other abrasives for manual use. Other shipments within the Federal Republic of Germany shall include freight or if rail transport is used, shall include freight to the consignee station. Shipments to other countries shall include freight to the border of the Federal Republic of Germany; any additional costs for urgent and express shipments shall be paid by the customer.
4. Payments must be made within 30 days of the invoice, strictly net. Other terms of payment are shown on our order confirmations and invoices. Any agreed discount shall only be granted if all due payments to us from earlier shipments have been made and the invoice amount is paid promptly.

5. We shall only accept bills of exchange if expressly agreed and without liability for protests; discount charges, bank charges and document taxes shall be paid by the customer. Bills of exchange and cheques shall be accepted for payment purposes only; payment shall not be deemed to have been made until they have been redeemed.

6. If the customer is in default with payment we shall be entitled to charge statutory default interest subject to a minimum of 5% over the base rate of the European Central Bank (ECB) unless the customer can provide evidence that we did not suffer damage in this amount. We reserve the right to claim additional default damages. The customer being in default shall also result in all other outstanding invoices becoming due immediately regardless of the due date agreed on them.

7. Retention or setting off against the customer's counter claims shall only be permitted if they have been acknowledged by us or established by a court of law.

8. If, after the contract has been concluded, we become aware of circumstances which give rise to justified doubt about the customer's solvency or creditworthiness, even if these circumstances were in existence when the contract was concluded but we were unaware of them, we shall be entitled

a. to complete any outstanding deliveries on the basis of advance payment or the provision of security and, if the advance payment or security is not made within two weeks, to cancel the contract without setting a fresh deadline and

b. to make all outstanding accounts against the customer payable immediately regardless of the agreed payment date.

V. WARRANTY

1. The goods supplied by us must be inspected carefully by the customer immediately after receipt. They shall be assumed to have been accepted if a written complaint is not received by us within 10 working days of the arrival of the goods at their destination or, if the defect was not identifiable in a careful inspection, within 10 working days of its discovery.

2. In the event of defects or the absence of an assured property on the supplied goods, the customer may, at our discretion, demand rework, replacement goods or the cancellation of the contract. Instead we may also offer the customer a reduction in the purchase price unless the supplied goods are useless to the customer. In the event that this proves impossible or unsuccessful, we refuse or we are culpably late with the replacement goods or rework, the customer may, at its discretion, demand a reduction of the purchase price or the cancellation of the contract.

3. In the event of any damage suffered by the customer as a result of or in relation to defects or the absence of assured properties on the supplied goods or services provided by us, we shall only be obliged to make compensation within the bounds of the provision in Section VI of these terms unless the compensation claims relate to an assured property which was intended to protect the customer against the risk of possible consequential damages. Even in this case, however, we shall only be liable for typical and foreseeable damage.

VI. COMPENSATION CLAIMS

We shall only bear the liability set out below for all claims for compensation lodged against us, regardless of their legal basis, particularly if it proves impossible to supply the goods, the goods are defective, we commit a deliberate breach of contract, we commit breach of duty at the contract conclusion and illegal acts, as long as the case is due to culpability:

a. We exclude liability for minor negligent breaches of duty by our non-management personnel and other agents as long as this does not relate to any major contract duties, damages due to the loss of life, physical injury or harm to the health or to guarantees or claims under the Product Liability Law.

b. In the event of gross culpability on the part of our non-management staff and other agents we shall only accept liability if they have committed a breach of major contract duties.

c. Apart from in the case of gross negligence by our corporate bodies, legal representatives and management personnel, we shall not accept liability for damages which are not typical for this type of contract and therefore unforeseeable.

VII. RESERVATION OF TITLE

1. We reserve title to all goods supplied by us until such time as the customer has settled all liabilities from the business relationship, including future ones.

2. The customer may only resell the goods which are subject to this reservation of title as part of its normal business practice; any other method of disposal of them, particularly pledging them or transferring title to them by way of security, shall not be permitted.

3. If the customer gives its customers credit for the sales price, it must reserve title to the sold goods on the same terms as we reserve title to the goods when we supplied them. Without this

reservation of title the customer shall not be entitled to resell the goods which are subject to the reservation of title.

4. The customer hereby assigns the purchase price claims or other payment claims against its customers from the resale or other sale transactions to us. These shall be used to secure the total amount owed for the goods which are subject to the reservation of title. The customer shall only be entitled and authorised to resell or otherwise use the goods which are subject to the reservation of title if it has been ensured that the claims from this action will be transferred to us.

5. If the goods which are subject to the reservation of title are sold by the customer with other goods not supplied by us, the assignment of the claims from the resale shall only apply up to the amount of the invoice total of the sold goods which are subject to the reservation of title.

6. If the assigned claim is included in a current account invoice, the customer hereby assigns part of the balance from this up to the amount of this claim from its current account to us.

7. The customer shall be entitled to collect the claim assigned to us until such time as we revoke this right. We may not exercise this revocation right as long as the customer meets its payment obligations from the business relations with us properly.

8. At our request the customer must provide information at any time about the whereabouts of the goods which are subject to the reservation of title and about the claims accrued from their resale and to issue us with the documents required for us to enforce our rights.

9. The customer must notify us without delay if our rights to the goods which are subject to the reservation of title are adversely affected or otherwise put at risk by seizure or other action by third parties.

10. If the value of the security provided to us exceeds the secured claims in total by more than 20%, we shall be obliged to release the part of the security at our discretion at the request of the customer.

11. The customer must insure the goods which are subject to the reservation of title in full against fire at its own expense. The customer hereby assigns claims against insurance companies to us.

VIII. CONCLUDING PROVISIONS

1. The place of fulfilment shall be Wuppertal.

2. The place of jurisdiction for all disputes between us and the customer, if the customer is a business under the terms of the Commercial Code or a special asset under public law, for any transaction for which these terms of sale and delivery apply, shall be Wuppertal or the registered office of the customer, at our discretion. Wuppertal shall be the exclusive place of jurisdiction for all lawsuits against us

3. Relationships between us and the customer shall be exclusively subject to the laws of the Federal Republic of Germany.

4. We would like to point out that we save personal data under the Federal Data Protection Law as part of the conclusion of the contract with the customer.

5. The remainder of these terms of sale and delivery shall remain binding even if individual provisions therein are legally invalid.