



General Terms of Sale and Delivery

Titan Intertractor GmbH, Hagener Strasse 325, D-58285 Gevelsberg, Germany

I. Scope, offer

1. The following General Terms of Sale and Delivery apply to all our business transactions with our customers or other buyers or purchasers (referred to jointly hereafter as "purchaser"), even if not mentioned specifically in later contracts. We herewith explicitly contradict the inclusion of general purchasing conditions or other general business terms of the customer. This also applies if the customer makes reference to his own terms of business, even when these contain protective and/or exclusivity clauses and we do not explicitly contradict these, regardless of the time sequence in which the competing conditions are referred to by the contract partners, unless these have been accepted in writing.
2. The acceptance of our deliveries or services is taken to be an acknowledgement of our terms.
3. The Purchaser is obliged to give special emphasis to deviations from these terms of business.
4. Our offers are subject to confirmation and without obligation. Purchase orders and orders from the purchaser are only said to have been accepted by us if we have confirmed them in writing or proceeded with delivery.

II. Prices

1. Our prices are quoted ex works resp. ex warehouse plus freight costs plus statutory value added tax, unless agreed otherwise.
2. In the case of a delivery date which has been agreed as being longer than six weeks or which is so long for reasons for which we are not responsible, corresponding price adjustments are possible. If wages, raw material prices, other material costs, customs fees, taxation or other duties and freight costs increase from this point in time until completion of the delivery or if such costs are introduced for the first time, we are entitled to increase the price appropriately in accordance with the increase in costs. This also applies when a fixed price has been agreed.

III. Payment, default

1. Our prices are due for payment immediately on delivery, unless other conditions have been agreed in writing. Insofar as we are entitled to make partial deliveries, these can also be invoiced within one and the same delivery agreement in a part payment invoice and become due for payment.



2. Agreed payment periods apply from making the goods available respectively from the point in time of delivery of the goods, regardless of when the invoice is received by the purchaser.
3. Payment obligations are not fulfilled until the payment has been received on our account. Payment orders, cheques and bills are only accepted on account of performance. The acceptance of bills is always subject to a prior written agreement with us. On receiving bills, the corresponding bank discount and collection fees shall be invoiced and must be paid immediately in cash.
4. We do not grant discounts as a matter of principle. If other conditions apply in exceptional cases, the deduction of discount amounts is only permitted as long as there are no outstanding payments from the entire business relationship.
5. We are entitled to attribute payments initially to the purchaser's old debts.
6. The purchaser is only permitted to offset counterclaims from our claims if such counterclaims are undisputed or have become res judicata.
7. On exceeding the agreed payment period or agreed point in time for payment, the purchaser shall have defaulted without needing a written reminder, insofar as the payment period or the point in time of payment is stipulated or can be calculated according to the calendar. In the case of default of payment, we are entitled to demand the statutory default interest from the purchaser.

IV. Application consulting, scope/subject of the delivery

1. We provide application consulting to the best of our knowledge. All details and information about the suitability and application of our goods do not release the purchaser from the need to carry out his own tests to ensure that the products are suitable for his intended procedures and purposes, unless these have been named by us explicitly as possible applications.
2. The contractual quality of the goods is stipulated by the corresponding description of the properties of our goods.
At the same time, such declarations of the quality do not constitute an independent guarantee declaration. Any kind of guarantee always requires our explicit written guarantee declaration.
3. We reserve the right to make changes to the design and on account of the production procedure and with regard to statutory legislation, insofar as the product only undergoes minor changes which the purchaser can be reasonably expected to accept. We shall inform the purchaser about changes as early as possible.
4. If the products are subject to special regulations in countries outside the Federal Republic of Germany, the purchaser alone is responsible for consideration and compliance.



5. We reserve the property rights and copyrights to samples, cost estimates, drawing, sketches and similar information of a material and immaterial nature, including the corresponding exploitation rights. The purchaser must not copy or duplicate such items or make them accessible to third parties or disclose them in any other way without obtaining our explicit written consent. Information of the above kind belonging to offers must be returned to us immediately if an order is not placed and otherwise at our request.

V. Delivery

1. Unless agreed otherwise in writing, delivery shall be made ex works or ex warehouse. In this case, the risk of loss or damage to the goods passes to the purchaser with notification that the goods are ready for collection. The purchaser bears the transport costs.
2. In the case of consignment of the goods, the risk passes to the purchaser on handing the goods over to the first carrier, but at the latest on leaving the works or warehouse, without a corresponding notification having to be issued and regardless of whether the consignment takes place from the place of fulfilment and who pays the transport/freight costs. We choose the type and route of shipment. Any additional costs incurred by deviating requests made by the purchaser shall be paid by the purchaser.
3. Partial deliveries which the purchaser can be reasonably expected to accept are permitted.
4. If the purchaser delays in accepting the goods or in making payment, our delivery obligations rest in the scope permitted by law.
5. If we are prevented from fulfilling a contract by an Act of God or other unforeseeable extraordinary incidents for which we are not responsible which make it essentially more difficult for us to proceed with delivery, the delivery period is prolonged by the period that the Act of God or the incident lasts, plus an appropriate start-up period, regardless of whether this incident affects us directly or one of our upstream suppliers. Such unforeseeable extraordinary incidents include for example strikes, lockouts, fire, machine damage, material failure, production stoppages, official measures, power failures, delay in the delivery of essential raw materials and substances, inadequate deliveries of upstream materials as well as the lack of adequate means of transport and other transport problems. In these cases, any compensation claims from the purchaser are ruled out.
6. Any packaging and loading equipment (e.g. pallets, boxes, containers etc.) left with the purchaser on a loan basis shall be stored at his risk and costs. They shall be returned to us immediately and free of costs at our request.



VI. Retention of ownership

1. We reserve the right to retain ownership of all delivered items through to complete payment of all claims on the purchaser to which we are entitled as a result of our business relationship (conditional items).
2. The purchaser is entitled to resell the conditional item in normal business transactions as long as he correctly fulfils his obligations to us. Attachment or assignment as security of the conditional items is not permitted. The purchaser already assigns to us all claims amounting to the purchase price agreed between him and us (including value added tax) accruing to him through the resale, regardless of whether the conditional item is resold without or after processing. The purchaser is entitled to collect the claims assigned to us. This does not affect our right to collect the claims ourselves; we undertake not to collect the claims as long as the customer correctly fulfils his payment obligations and is not behind with his payments. However, if this is the case, we can revoke the authority to resell the conditional item and to collect the assigned claims. In this case, the purchaser is obliged at our request to inform us of the assigned claims and their debtors, to provide all details necessary for collection, to hand over the corresponding documents and to inform the debtors (third parties) of the assignment.
3. If we assert retention of ownership and attachment of the delivered items, this does not constitute a withdrawal from the contract unless we make a corresponding explicit declaration in writing.
4. Any processing of the conditional item is carried out by the purchaser on our behalf. In the case of processing, connecting, mixing or blending the conditional item with other products not belonging to us, we acquire co-ownership of the new product in the ratio of the invoice value (invoice amount including value added tax) of the conditional item to the other products.
5. The purchaser is obliged to take the conditional item into careful safekeeping, to treat it with all due care and attention, in particular to have all due maintenance and inspection work carried out at his own costs and to insure it at his own costs against damage, destruction and loss. He already assigns his claims from the insurance contracts to us in advance. We accept such assignment.
6. In the case of attachment and seizure or other third party injunctions or access to the conditional item, the purchaser shall inform us accordingly without delay and provide us with all information and documents necessary to protect our rights. The purchaser shall draw the attention of executory officers or third parties to our property. When using a warehouse keeper, his attention shall be drawn to our property before taking the conditional item into storage.
7. If the realizable value of the sureties to which we are entitled according to the above provisions exceeds the claims being secured by more than 20%, we shall release securities accordingly in our own choice at the purchaser's request.



VII. Rights for defects and liability

1. Complaints of defects are to be reported in writing in accordance with § 377 German Commercial Code immediately after delivery, in the case of obvious defects or those detected during normal inspection, within a cut-off period of 8 days after delivery to the purchaser, or in the case of concealed defects immediately after discovery. In the notification of defects, the purchaser shall provide a detailed description of the defect. An initially verbal complaint (by phone) from the purchaser shall be followed by a detailed written notification within eight days at the latest. If a notification of defects is not submitted or not in time, then the goods are deemed to be approved and the purchaser cannot assert any rights from the defect which has not been notified or not notified in time.
2. The item featured in the complaint must not be changed without our consent. The purchaser is obliged to take the item featured in the complaint unchanged into careful safekeeping at his own costs and keep it available for inspection and testing by us. The purchaser has no claim to reimbursement of storage or other costs.
3. In the case of defective goods, the purchaser only has a claim to supplementary performance, consisting of repairing the defects or delivery of a faultless item in our choice. According to our choice, the purchaser shall hand the defective item over to us or keep it available for repairing the defects at the place of delivery. Additional costs caused by relocating the item elsewhere from the place of delivery shall be paid by the purchaser, unless we knew that this corresponds to the intended proper use of the item. Replaced parts of the item become our property.
4. If subsequent performance does not take place within an appropriate period of grace granted to us, or if we refuse subsequent performance, or if subsequent performance should fail or is no longer reasonably acceptable to one of the parties, then the purchaser is entitled to withdraw from the contract or reduce the price, in his own choice.
5. Any assignment of claims for defects and rights for defects is ruled out.
6. The period of statutory limitations for claims for defects amounts to twelve months from the passage of risk to the purchaser. In the case of used goods, delivery is made ruling out any kind of liability for defects.
7. The purchaser has no claims for defects if the defect has been caused by infringement of operating, maintenance and installation instructions, unsuitable or incorrect use, incorrect assembly or initial commissioning by the purchaser or third parties, incorrect or negligent treatment, use of unsuitable consumables or operating materials and natural wear. If the purchaser or a third party working on behalf of the purchaser rectifies defects incorrectly, we are not liable for the resulting consequences. The same applies to changes to the delivery item made without our prior consent.
8. Otherwise we rule out any kind of liability. Any further claims of the purchaser, e.g. from consequential defect loss, therefore do not exist insofar as this is permitted by law. This liability disclaimer does not apply to damages resulting from injuries to



the life, limb or health or from violation of cardinal contract obligations if we are responsible for the causing breach of duty, and for other damage resulting from a breach of duty resulting from wilful intent or gross negligence by us, one of our legal representatives or one of our vicarious aids. With regard to the violation of cardinal contract obligations, our liability is limited to the typically foreseeable damage. This does not affect any liability under the product liability law.

VIII. Erection, initial commissioning

1. Insofar as we have erected and commissioned the delivered items and nothing else has been agreed, the corresponding costs shall be invoiced to the purchaser. These costs include the travelling and waiting times of the delegated staff, costs for travelling there and back, accommodation, daily travel to and from the erection or commissioning site and all materials and tools necessary to carry out the necessary work.
2. Our liability for damage during erection or initial commissioning is defined according to section VII. No. 8 of these terms.

IX. Third-party industrial property rights

If the item has been produced on the basis of the purchaser's details, drawings, sketches, plans or drafts, in any form whatsoever, or changed by the purchaser arbitrarily before or after delivery or used in a non-contractual manner, we are not obliged to check the item with regard to industrial property rights.

In these cases, the purchaser bears sole responsibility for ensuring that the item which he has ordered or changed or used does not affect third-party industrial property rights. If any third-party industrial property rights are violated, the purchaser shall indemnify us from all resulting obligations including any related legal costs.

X. Place of jurisdiction and fulfilment

1. The place of fulfilment is our business address for all obligations arising from the business connection or from the individual contract.
2. The place of jurisdiction is our place of business or the purchaser's general place of jurisdiction, in our choice. This also applies to all disputes relating to proceedings involving documents, bills or cheques.



3. Only the laws of the Federal Republic of Germany are valid as governing law for the contractual relationships with the purchaser, excluding the conflict of law rules. The United Nations Agreement dated 11 April 1980 on Contracts for the International Sale of Goods (CISG) and the provisions of harmonized international private law do not apply.

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