



General Terms and Conditions of Business, version dated 1/11/2009

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1. Contract formation

Our offers apply to industry and manual trades, commerce, trade, public authorities and comparable organisations. We assume that our customers are a business. Your purchase order constitutes a binding offer. We can choose whether to accept this offer within 2 weeks of the submission of the offer (dispatch date) by sending an order confirmation or by sending the item ordered to the purchaser within this period. Otherwise, the offer shall be deemed to have been rejected. Should your conditions of purchase contradict our Terms and Conditions of Business, your conditions shall only apply if we have expressly agreed to them.

2. Prices

All prices are quoted in euro. The prices do not include VAT at the statutory applicable rate. The prices are calculated ex works. Dispatch can be delivered carriage paid in exchange for a flat-rate freight charge if the equipment or groups of equipment in question are labelled accordingly. Ex works prices shall also be designated accordingly. Carriage paid offers are delivered to the kerbside within mainland Germany. Special conditions shall apply to the islands. The prices shown in our order confirmation/invoice (for delivery within 2 weeks) are ultimately binding, in particular for products that are subject to significant raw material fluctuations (e.g. plastics, aluminium, transport costs)

3. Packaging

We try to avoid packaging as far as possible by using appropriate carriers. Naturally, paint scratches and scarring are virtually unavoidable during transit. Transport insurance wholly excludes any liability for such minor damage that does not compromise the functionality of the equipment. We have to pass the charges for any unavoidable packaging on to you. We endeavour to mainly use foils, cardboard and similar, which form part of a disposal system.

3a Delivery period

Details concerning our delivery period refer to the period between receipt of the order at our plant and handover of the goods to the carrier. The period shall commence upon conclusion of the contract, though not before any existing duties to co-operate have been met by the purchaser, in particular after any documentation to be supplied by the purchaser, orders, licences, approvals, has been procured and any agreed down payment has been paid or after a letter of credit has been opened. All details relating to the delivery period are not binding and are approximate. These may be extended or reduced depending on external influences. We accept no liability for delays with delivery.

4. Payment method

We ask that our invoices are paid 10 days after the invoice date less a 2% discount, or 30 days after the invoice date net. In the event of a late payment or non-payment, we are entitled to charge interest to the tune of 8% above the base rate in accordance with Section 247 BGB [German Civil Code] in conjunction with Section 288 BGB.

A discount may only be deducted from the value of the goods and not from the costs of assembly, packaging or freight. In the event of exchange or exchange procedures, a special agreement is required before any transactions can take place. We reserve the right to request a different payment method, in particular payment in instalments in case of larger orders, e.g. 1/3 upon receipt of order confirmation together with our down payment request, 1/3 with our 2nd down payment request shortly before completion. 1/3 10 days after the invoice date.

5. Reservation of title

The sold goods shall remain our property until all claims vis-à-vis the purchaser arising from this contract and all other claims, including future claims arising from the business relationship, have been met.

The purchaser is entitled to resell the goods during the normal course of business; it does, however, assign to us herewith all claims against its purchasers or third parties in the amount of the final invoice (including VAT) which arise in the course of the resale. The purchaser is authorised to collect this claim after it has been assigned.

This does not affect our authority to collect the claim ourselves, though we undertake not to collect the claim unless the purchaser has failed to meet its payment obligations in due form or is in default. If this is the case, however, we may demand that the buyer discloses the claims we have assigned and their liable parties, supplies all information necessary for collection, hands over the associated documents and notifies the liable parties (third parties) about the assignment.

If the purchaser is in default or behaves in a manner that breaches the contract in another way, we may demand the goods from the purchaser and dispose of them as effectively as possible on the open market, offsetting our claim after issuing a warning with a reasonable period of grace.

If we take back the delivered items, this grants no right of withdrawal from the contract unless the conditions of the German Consumer Credit Act apply, insofar as we have not explicitly agreed to such in writing. The purchaser shall bear all costs associated with taking back and disposing of the goods. This also includes the costs of identifying and disposing of the goods in accordance with Sections 170, 171 of the German Statute on Insolvency (InsO).

We undertake to choose whether to release the securities to which we are entitled, insofar as their feasible value does not exceed the secured claims, including the withdrawal of the utilisation costs, by more than 20%, and these are yet to be settled.

6. Warranty

We accept liability as part of the statutory warranty in Germany for defects which are present when goods are sent or dispatched to the carrier (consumer good purchase Section 474 of the German Civil Code (BGB), from the transfer of risk for a period of 2 years in the event of private use, and for at least 6 months in the event of commercial and/or professional use. This excludes wheels, bearings, wear, electric and electronic parts, calculated from the handover of the purchased items. The same

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period also applies to compensation claims for breaches of contractual obligations within the meaning of Section 241 BGB, provided no claims are asserted as a result of unpermitted acts. Defects within the meaning of the aforesaid paragraph include discrepancies between the object of sale and the instructions for use or the functionality described therein, or deviations from conventional use of the object of sale, provided such deviations do not affect the suitability of the object of purchase for normal use. Information about dimensions, colours, weights, load bearing capacity and similar physical characteristics may only be given as approximations. If you place utmost value on one or more of these features being complied with exactly, then please confirm this as "guaranteed information" in writing. We reserve the right to make changes to the products as a result of any technical or quality-enhancing further development, or further development to protect the environment. Equipment and parts that are subject to natural wear and tear are excluded from the warranty. No warranty is provided for second-hand goods, insofar as the purchased item is affected by defects resulting from normal wear and tear. If there is a defect for which we are responsible, depending on the value of the item (see Section 439(3)) it is entirely reasonable for you to fit several screws, bolts, spring washers etc. yourself or have them fitted at your expense. We are entitled to choose whether to rectify the defect (rework) or to send a replacement within Germany. If we choose to rectify the defect, we are obliged to bear all expenses required to rectify the defect, in particular transport, call-out charges, labour and material costs within Germany, provided these are not increased as a result of the purchased item being moved to a different location from the place of performance. The customer is obliged to notify us of any defect that arises, immediately and in writing, or subsequently in the event of imminent danger, giving details of the order number and the serial number of the equipment. In so doing, the customer is obliged to give details of how the defect manifests itself, the effect that it has and the circumstances under which it appears. We shall see to rectifying the defect straight away. If this fails, or we are not willing or in a position to rectify the defect or provide a replacement, or if there is a delay in the above extending beyond a reasonable timescale, for reasons for which we are not responsible, the customer is entitled either to terminate the contract (redhibitory action) or ask for the purchase price to be reduced (reduction). No further reduction or rework and/or replacement may be required after rectification of the fault or replacement have failed and the right to redhibitory action or reduction has been entered into. Any warranty claims shall lapse if the equipment has been misused or modified

7. Liability

Any claims for compensation by the purchaser, regardless of their legal basis, in particular those arising from a breach of contractual obligations or from an unpermitted act, are excluded.

This does not apply in the case of mandatory liability, e.g. in accordance with product liability legislation, in instances of wilful intent, gross negligence, for physical injury, because of transfer of a guarantee of the existence of a feature or breach of fundamental contractual obligations. Compensation for the breach of fundamental contractual obligations is restricted to foreseeable losses typical of the contract, provided there is no instance of wilful intent or gross negligence and no liability is assumed for physical injury or as a result of a guarantee of the existence of a feature being taken over. The aforementioned regulations do not entail any change to the burden of proof to the detriment of the purchaser.

8. Return, exchange

Returns or exchange are only possible if these have been agreed prior to acceptance of the order. After this, this is only possible if we have agreed to it in writing. Unless provisions have been made to the contrary, we shall bear the costs (e.g. freight, rent, refurbishment costs, renewed acceptance of accident prevention regulations etc.) This is always contingent upon the goods sent at your risk being in perfect condition. We are unable to accept returned goods without an agreement. Special models are always excluded from the return or exchange

9. Transit

We shall always take out chargeable transport insurance on your behalf, unless you state explicitly in your order that you are insuring yourselves

The purchase agreement shall be deemed to have been met and the risk transferred to you upon handover of the goods ordered by you to the carrier (post, rail, freight forwarder etc.). We shall carry out part deliveries if this appears beneficial for swift processing of the order and makes financial sense. We may choose whether to send special models directly or as a drop shipment. Please check that the goods are undamaged upon receipt. If there is transport damage, please proceed in accordance with the information leaflet in the user manual enclosed with each shipment. In each case, transport damage shall only be recognised by the insurer if the carrier confirms the damage with its own signature on the shipping documents. If you are insuring yourself, please contact your insurance company so that an order for repair can be issued. You shall bear the costs of any returns that are made without an agreement.

10 Place of jurisdiction

The law of the Federal Republic of Germany applies as agreed to all contracts you have concluded with us. The Vienna UN Convention for the International Sale of Goods is excluded. Our registered office shall be the place of jurisdiction. Place of performance shall be the point of dispatch at each delivery plant or warehouse. Acceptance by you/us or crane experts shall only take place at the place of performance.

11 Data protection

We have to save and process customer data relevant for the order in question in order to guarantee a proper commercial process.

12 Validity

Should individual provisions of these Terms and Conditions of Business be ineffective, this shall not affect the effectiveness of the remaining provisions or those of the entire legal transaction.

The ineffective provision is to be replaced by one that approximates its economic intention as closely as possible. Version dated Nov 2009