

General Terms and Conditions

I. Validity of our general terms and conditions towards companies

- These terms and condition are valid with regard to other companies in their respective version. They also apply to all future contracts concerning delivery of goods, subsequent deliveries, contracts for installation and repairs between the parties, in current business relations, without necessitating a repeated inclusion of reference to these terms and conditions after the initial agreement. In case of any revised version or amendment of the General Terms and Conditions Christ will inform the customer in writing about this amendment and will upon request send a copy of the revised General Terms and Conditions.
- We explicitly declare our objection to differing terms and conditions of the purchaser. Terms and conditions of this kind will only become part of the contract if we confirm them in writing for each individual contract. Insofar as colliding terms and conditions are in conformity the conforming terms and conditions are valid. Moreover those parts of our General Terms and Conditions confronted with non-colliding terms and conditions of the purchaser are to be considered as valid. On the other hand those parts of terms and conditions of the purchaser that are not in strict conformity with the regulations of our General Terms and Conditions will not become part of the contract. For all other cases the anticipated law is applicable. Conflicting General Terms and Conditions do not result in the failure to conclude a contract.
- Each of the provisions of these conditions is valid independent of the other conditions.
- For documents included in translation in a foreign language and referring to a contract with the contractual language being German the included translation only serves as information. The decisive version for the contents of the contract is the version with German wording only.
- With regard to the customer these General Terms and Conditions are valid in their respective version existent at the date of conclusion of contract.

II. Quotations

- Quotations from our part are not binding. They are to be considered an invitation towards the purchaser to make a binding offer for conclusion of the contract. Christ is not obliged to contradict an ordering letter by a potential customer referring to this kind of quotation if the contract is not to be concluded. A contract will only then be concluded if Christ confirms an offer by the customer within three weeks after receipt in written form. The purchaser is bound to his offer during this period of time.
- Descriptions and illustrations of our goods are only of approximate relevance. We reserve the right to make at any time alterations and modifications within the customary scope resulting from technical development and progress or improvements related to rationalisation as well as creative modifications of the object of the contract. We reserve at any time the right to customary modifications of colour, weight etc. In case the modification exceeds the scope of customary modifications and is, moreover, of an unacceptable extent for the customer he has the right to cancellation of the contract. He may exert this right to cancel the contract in writing within 2 weeks after receipt of respective information from us. Our general technical information does not constitute characteristics of the state in the sense of § 434 I, § 633 II of the German Civil Code BGB. Any data concerning performance, e.g. quantities of consumption or periods of operation are only values based on experience. Exceedances and shortfalls of measures that do not influence the capacity and function of equipment are also not characteristics of the state in the sense of § 434, § 633 of the German Civil Code BGB, unless this was explicitly confirmed to the purchaser.
- The initial submittal of a quotation is usually free of charge. Any further quotations, preliminary drafts or designs are free of charge, if the contract for delivery becomes and remains valid. For any other case we invoice a fee of up to 1,5% of the original total amount of the quotation per modification.
- We reserve the property rights and copyrights of any documents, especially drafts, drawings, sketches and illustrations sent to the purchaser. These documents may not be copied or made available to third parties without our consent. They have to be handed out upon request at any time in their original version including all copies made if the contract should not be accomplished.
- Subsidiary agreements, supplementary modifications of the contract and data of characteristics, representations and warranties as well as conclusions of contracts have to be made in writing to become effective.

III. Place of performance, legal venue and jurisdiction

- Place of performance for any contractual obligations is Ottobeuren.
- If the purchaser is an entrepreneur or if he has no general national legal venue the legal venue for any disputes arising from the contractual relationship is as per our choice Memmingen. We, however, are entitled to make claims towards the purchaser at his general legal venue or the legal venue of the company's registered office or a branch office. If the purchaser is consumer the legal venue is as per our choice Memmingen or the place of residence of the purchaser in case the purchaser relocates his place of residence or his usual sojourn abroad or if his place of residence or his usual sojourn is not known at the time of filing the claim.
- Any legal relations between the purchaser and our company are exclusively

subject to the laws of the Federal Republic of Germany. For the complete contractual relation the material and procedural legislation of the Federal Republic of Germany is in any case applicable, even if there is not national legal venue and regardless of any arising regulations of the private international law of the Federal Republic of Germany. The above-mentioned provisions regarding legal venue remain untouched by these provisions. Intrastate contracts or agreements concerning commercial purchase and the UN sales law are not applicable, unless law regulates their validity explicitly in a compulsory way.

IV. Prices

- All prices are to be understood net ex works, plus value-added tax, legally applicable at the date of performance, unless there are deviating agreements. Additional cost like packing, freight, customs, insurance, installation and banking charges will be invoiced separately.
- Should the period between purchase order and delivery exceed 8 weeks and procurement costs for material or wages are increasing in the meantime we have the right to adjust the agreed prices in the respective ratio in case of orders from entrepreneurs. In case of orders from consumers this period is more than 6 months, calculated from the date of order.
- For subsequent orders there will be new arrangements of prices.

V. Delivery time

- Delivery dates as agreed upon are fulfilled if the subject of delivery has left our works by the date of expiry of this date or if the purchaser was informed about readiness for despatch of the goods.
- If delivery depends on documents, authorisations (for example construction permit) or the clarification of questions that are essential for the execution of the order and that have to be provided by the purchaser the agreed upon delivery date is only binding subject to the condition that the purchaser has clarified the questions respectively has provided the documents or permits needed and we have received a corresponding written confirmation by this date. The documents, authorisations and clarifications to be provided are based on separate written regulations by both parties in the contract.
- Delivery periods start at the date of despatch of the order acknowledgement.
- Delivery periods do, however not start before the purchaser has provided all required documents and authorisations as well as clarification of the questions that are of the essence of the order. The documents and authorisations to be provided and the questions to be clarified by the purchaser are to be defined in the individual contractual provisions of the parties.
- Compliance with the period of delivery is subject to the compliance with the stipulated advance payment obligations by the purchaser - payment after receipt of the order acknowledgement. Moreover the period of delivery does not start before contractual obligations of the purchaser that have been met with reference to this instruction in the individual contractual provisions.
- In case of delayed deliveries according to the above mentioned provisions a revised delivery or installation date is only binding subject to written acceptance by an authorised representative of the company Christ. The same applies to cases in which the date of delivery has become non-binding due to legal provisions.
- In case our delivery is exacerbated in an unacceptable way or rendered impossible by force majeure or events beyond our control (for example business disruptions, strike, lock-out, lack of raw materials or traffic congestions), regardless of the fact whether these disturbances occur at our company or at the premises of other suppliers, and we are not in a position to provide delivery in time, not even by exercising due diligence or by the use of reasonable means and efforts, the periods of delivery are postponed respectively are prolonged by the period of time of the interfering disruption. If the disruption exceeds a period of three months each of the parties is entitled to cancel the contract in writing. In case of cancellation of the contract Christ has to be reimbursed for the costs of any work including material already effected/supplied by Christ in case the subject of the contract is already in the purchaser's possession und purchaser refuses to return the subject of the contract. Upon request of each party the other party has to declare after expiry of the three-months delay whether they want to adhere to the contract or not. Christ undertakes to inform the purchaser as soon as possible about the occurrence of a delay. The same applies to the discontinuation of the delay.
- If our company is responsible for the delay in delivery the purchaser may withdraw from the contract after having set an adequate period of time in writing and this period of time has expired without a change of the situation.
- Claims for damages based on non-observance of the stipulated period of delivery (in the sense of § 309, paragraph 7 lit b German Civil Code BGB) are excluded, unless the non-observance was caused by gross negligence or intention to be attributed to our company. With reference to non-traders the legal provision remains valid.
- For the rest we are liable in case of delayed delivery for each complete week of delay within the scope of a lump-sum delay compensation amounting to 3% of the total value of delivery, however, only up to a maximum volume of compensation of 15% of the total value of delivery.

VI. Delivery on call

- In case delivery on call was agreed Christ has the right to withdraw from the contract if the call is not effected within the period of time as agreed upon. There is no need to arrange for a period of grace with regard to the obligation of the purchaser to release the goods insofar as we requested our customer to accept

Amtsgericht
Memmingen
HRA 11518

Telefon +49(0) 8332 910-0
Telefax +49(0) 8332 910-140
eMail info@christ-ps.com
Web www.christ-ps.com

Deutsche Bank AG, Memmingen
IBAN: DE31 7337 0008 0121 7900 00
BIC: DEUTDEMM733

Hypo-Vereinsbank, Memmingen
IBAN: DE19 7312 0075 0365 2344 93
BIC: HYVEDEMM436

Geschäftsführer:
Otto Christ
Andreas Christ

Komplementär: Christ Packing Systems Management GmbH
Amtsgericht Memmingen, HRB 13136

USt-ID-Nr.: DE814870841
Steuernummer: 138/154/00105

delivery of the goods within one week. In this case Christ alternatively has the right to claim the purchase price as agreed upon against placing the complete scope of delivery at the disposal of the purchaser.

VII. Transfer of peril

1. The risk of incidental loss or incidental deterioration of the goods is transferred to the purchaser as soon as the goods leave our works. The same is applicable for partial deliveries.
2. We have the right to insure the goods on behalf of the purchaser against transport damage, storage damage or installation damage. We are, however, not obliged to do so, unless there is an individual contractual agreement, including explicit written instruction by the purchaser.
3. In case shipment of the goods is delayed without our fault peril is transferred to the purchaser upon notification of readiness for despatch.

VIII. Warranty

1. If our goods have defects for which we grant warranty we are under the obligation to repair or replace at our equitable discretion those parts that are by evidence deficient due to circumstances that occurred within a period of 12 months before the transfer of peril (supplementary performance). Parts that were replaced become our property. The period of 12 months is applicable if the business is between us and customers who are a company by law. If the customer is no company by law the warranty period is 24 months.
2. The warranty period for our deliveries and services for companies by law is 12 months; for customers who are no company by law it is 24 months.
3. Any deficiencies detected have to be reported to us immediately in written form. The deficiencies have to be substantiated and specified. The complaint for obvious defects has to reach us within 10 days after delivery by the latest.
4. To effect the all reworks, repairs and delivery of replacements as deemed necessary by us the purchaser will leave us the required time and opportunity, according to agreement, otherwise we are not in default.
5. Within the scope of our warranty obligations we bear the costs for subsequent improvement respectively replacement.
6. We do not assume any liability for damage resulting from or based on inappropriate or incorrect use, deficient installation or placing into operation by purchaser's own personnel, natural wear and tear, deficient or negligent treatment, chemical, electro-chemical or electrical influences, improper modifications/repairs or modifications/repairs made without our consent.
7. Delivery of replacements and subsequent improvements are subject to the same conditions of warranty as agreed for the originally supplied subject.
8. The right of the purchaser to assert a claim for damage on the basis of warranty expires after 12 months for companies by law after handing over of goods / services; for customers who are no company by law the warranty expires after 24 months after handing over of goods / services.

With regard to replacements and subsequent improvements the 12 months period of companies by law as well as 24 months for non-companies by law becomes effective after completion of the replacement delivery respectively subsequent improvement.

9. In case subsequent improvement fails to lead to the desired result or is impossible or the company Christ fails to meet their obligations to provide subsequent improvement, supplementary performance respectively delivery of replacement the purchaser has the right to cancellation or reduction.
10. Further claims by the purchaser, especially the right to replacement of other damage according to § 309 clause 7 lit. b of German Civil Code BGB, that did not occur on the subject of delivery itself are excluded unless the damage results from gross negligence or intention for which we are responsible.
11. Claims for damages on the basis of negligent default in performance of contract or negligent, illegal actions of the company Christ or their vicarious agents are also excluded. The legal liability for gross negligence and intention remains untouched, same as the obligation to pay damages or compensation for damage based on negligent injury of life, body or health.
12. We do not assume any liability for the granting of permissions and licences and compliance with emission regulations. This condition, however, is not applicable, if the compliance with these regulations and the fulfilment of official and legal permissions has been agreed upon as binding for us in an individual contract.
13. Upon installation of the subject of delivery a handing over report will be issued, to be signed by the purchaser. Obvious defects respectively defects known to the purchaser are to be included in the acceptance report. If these defects are not included in the report the subject of delivery is considered to be accepted free of defects.
14. The following damage is excluded from our scope of warranty: Damage resulting from improper operation of the equipment, especially manual operation of control units, damage of the equipment due to third-part influence – insofar as Christ is not liable for it on the basis of the above mentioned provisions – , by cleaning of the equipment, especially cleaning of the equipment by using caustic or corrosive detergents, by removing components from the equipment, by the

influence of frost, by short circuit and damage caused by non-observance of the regular maintenance intervals as described in the instructions for use.

15. Should we be requested to provide supplementary performance and find out in the course of this process that there is not a deficiency but an operating loss we have the right, but not the obligation to insist on documentation of the complete supplementary performance by the use of visual, audio and data material for conservation of evidence. Should the case turn out to have been an operating loss and not a deficiency – as the case may be in a legal dispute – we have the right to invoice those costs that are adequate and reasonable for the elimination of the damage. If we declare this reservation before starting works the elimination of the damage does not constitute an acknowledgement that the defect was a deficiency according to §§ 434, 636 German Civil Code.

IX. Retention of title

1. We reserve the proprietary rights to the subject of delivery until receipt of all payments resulting from the business relation with the purchaser. This means the retention of title regarding the object of delivery also indemnifies for claims against the purchaser resulting from contracts that do not refer to the subject of delivery.
2. Should the extension of this reservation of proprietary rights not have become part of the contract due to contradictory general terms and conditions of the purchaser the delivery is alternatively executed with ordinary retention of title.
3. The purchaser is only entitled to dispose of the subject of delivery in the course of regular business transactions provided that he is not in delay with his payment. With conclusion of the purchase contract between him and Christ he assignment of any claims that may arise for him due to sale or any other cause in law towards his customer, including all ancillary rights and to their full extent is effected in our favour by way of security. The purchaser remains authorised to collect the payment as long as he is not in delay with his payment to us. In case of garnishment, confiscation, or other decisions by third parties the purchaser has to inform the supplier immediately, enclosing all relevant documents (bailiff's return etc.).
4. If the connection of the goods subject to reservation of title with the premises results in the fact that these goods become integral component of the premises the purchaser is under the obligation to:
a) give us permission to inspect these premises and to get access to these premises
b) to transfer his title towards the owner of the premises to us, respectively, if he himself is the owner of the premises, to grant to us other security interests of the same value. If the financial standing of the purchaser deteriorates considerably, we have the right, subject to the consent of the proprietor or the hirer of the premises, to step in the legal status of the purchaser:
5. The purchaser is under the obligation to keep the goods in a proper condition for the period of retention of title. Any necessary repairs must be executed immediately by us – except for cases of emergency – at the cost of the purchaser. Christ will bear the costs of the repairs insofar as they are under the obligation to provide supplementary performance or replacement delivery within the scope of the warranty regulations as mentioned above.
6. If the value of the security that we are entitled to exceeds the amount of our claim resulting from this business relation by more than 15% we are upon request of the purchaser obliged to reassignment of the security.

X. Payment conditions

1. Payment has to be effected without any deductions, unless there are special agreements. Payment to be effected as follows: 40 % upon receipt of order acknowledgement, 50 % upon receipt of notification of readiness for despatch, rest upon issuance of invoice.
2. Any payments are used for settlement of the oldest amount due.
3. Other means of payment than cash or remittance to the accounts as mentioned on our invoice can only be accepted on account of payment.
4. All payments have to be effect free of charge for us. Any bank charges, discount fees, or collection fees are to be borne by the purchaser. Payment by bill of exchanges is subject to prior mutual agreement. In case of culpable non-payment after maturity we are entitled to demand interest for deferred payment amounting to 8% above the basic interest rate, from the purchaser in case of traders, without prior reminder. As soon as the conditions of a claim for damages, based on delay, are fulfilled the claims of Christ are governed by the provisions of clause XI. of these General Terms and Conditions.
5. Each partial delivery is a separate business transaction.
6. The purchaser may, provided that he is a trader, neither retain payments nor offset payments against payment obligations if there are any counterclaims that are not accepted by us or are not legally justified and confirmed. With regard to non-traders the legal right of retention of title remains untouched.
7. If the purchaser is more than 10 days behind schedule with a payment or if there are after the conclusion of the contract justified doubts regarding his solvency we have the right to demand as per our choice cash payment of outstanding amounts or the provision of securities. We are then not under the obligation to effect further deliveries of current contracts before this requirement has been met.

Amtsgericht
Memmingen
HRA 11518

Telefon +49(0) 8332 910-0
Telefax +49(0) 8332 910-140
eMail info@christ-ps.com
Web www.christ-ps.com

Deutsche Bank AG, Memmingen
IBAN: DE31 7337 0008 0121 7900 00
BIC: DEUTDEMM733

Hypo-Vereinsbank, Memmingen
IBAN: DE19 7312 0075 0365 2344 93
BIC: HYVEDEMM436

Geschäftsführer:
Otto Christ
Andreas Christ

Komplementär: Christ Packing Systems Management GmbH
Amtsgericht Memmingen, HRB 13136

USt-ID-Nr.: DE814870841
Steuernummer: 138/154/00105

XI. Default of the purchaser

1. If the purchaser does not accept delivery of the goods within the delivery period as agreed upon due to circumstances in his own power and decision or if the date for installation is postponed without our fault we have the right to request reimbursement for our additional expenditure (for example availability of installation personnel, storage charge).
2. Should we in case of default of the purchaser have the right to claim damages we can – irrespective of the possibility to make claims for a higher actual damage – demand interest on the sum for which the purchaser is in arrears, amounting to 8% above the actual basic bank rate of the German Central Bank, in case the purchaser is a trader. With regard to non-traders the interest rate is 5 % above the basic bank rate.
3. If Christ is entitled to claim damages on the basis of failure to fulfil obligations we can – irrespective of the possibility to make claims for a higher actual damage – demand 15% of our price as damages, unless the purchaser provides evidence that actually no damage occurred or the damage is lower than the lump sum.

XII. Miscellaneous

We are not obliged to deliver until security is provided regarding financing of the sales price. If the purchaser is not able to provide relevant evidence we have the right to withdraw from the contract.

Christ Packing Systems GmbH & Co. KG
Ottobeuren, January 2013

Amtsgericht
Memmingen
HRA 11518

Telefon +49(0) 8332 910-0
Telefax +49(0) 8332 910-140
eMail info@christ-ps.com
Web www.christ-ps.com

Deutsche Bank AG, Memmingen
IBAN: DE31 7337 0008 0121 7900 00
BIC: DEUTDEMM733

Hypo-Vereinsbank, Memmingen
IBAN: DE19 7312 0075 0365 2344 93
BIC: HYVEDEMM436

Geschäftsführer:
Otto Christ
Andreas Christ

Komplementär: Christ Packing Systems Management GmbH
Amtsgericht Memmingen, HRB 13136

USt-ID-Nr.: DE814870841
Steuernummer: 138/154/00105