Article 1 Field of application and contractual conditions

1.1 The following General Terms and Conditions shall apply to contracts (also referred to as order confirmations or agreements) concluded between the Purchaser and HESS Group GmbH, hereinafter referred to as HESS GROUP, including contracts at negotiating stage, as well as to offers, which are submitted by HESS GROUP to the Purchaser.

1.2 HESS GROUP explicitly excludes general conditions of purchase and tender documents or any other general conditions of the Purchaser. Any deviations from these General Terms and Conditions on the part of the Purchaser shall only be binding if and insofar as HESS GROUP has expressly agreed to them in writing.

Article 2 Offers and offer documents

2.1 Offers submitted by HESS GROUP are without obligation and undividable.

2.2 HESS GROUP retains title and copyright to all the offers and estimates of costs submitted by them, as well as to any drawings, figures, calculations, brochures, catalogues, patterns, tools and other documents and devices. The Purchaser is not allowed to disclose these items without explicit consent from HESS GROUP either as such or in their contents to any third party, to make them public, to use them either himself or by third parties or to reproduce them. At the request of HESS GROUP, the Purchaser has to completely return these items and to destroy any copies he might have taken if they are not needed any lo* nBT/er for proper business procedures or if the negotiations have not resulted in concluding a contract.

2.3 Any information provided by HESS GROUP contained in figures, catalogues, brochures, drawings as well as data concerning measurements, weights, capacities, returns and other data provided by HESS GROUP are only binding for HESS GROUP if they have been referenced in the contract as guaranteed characteristics.

2.4 Plants supplied by HESS GROUP conform to German standards (DIN-EN) and laws including VDE regulations as well as German accident prevention regulations which are in effect at the time of concluding the contract. Any additional measures deviating due to foreign standards and laws, such as safety precautions have to be indicated by the Purchaser and remunerated additionally to HESS GROUP. If the Purchaser fails to inform HESS GROUP about standards and laws prevailing at the place of destination such as safety precautions, with the consequence of an infringement of standards and laws in effect at the place of destination, and HESS GROUP will be held liable because of such infringement, the Purchaser will indemnify HESS GROUP from these claims; this indemnification also includes the costs for legal prosecution.

Article 3 Contract

3.1 Should the contract be concluded in writing, HESS GROUP shall only be bound after and in so far as HESS GROUP has confirmed the order in writing. The contents of contract are exclusively governed by this order confirmation.

3.2 The written order confirmation is the only document which governs the legal relationship between HESS GROUP and the Purchaser according to item 3.1 including these General Terms and Conditions. The order confirmation fully represents all the agreements made between the contracting parties concerning the subject of the contract. Any verbal agreements submitted offers and agreements made before concluding this contract are not legally binding. Verbal agreements made between the Parties will be substituted by the written contract unless they expressly indicate that they continue to be binding respectively.

3.3 As excess work or shortage of work are deemed any modifications as to the extent and/or the condition of the performance which was agreed when concluding the contract.

Article 4 Drawings and Descriptions

4.1 Any drawings and descriptions disclosed to the Purchaser shall remai

6.6 If the Purchaser fails to perform on the due date, he shall be in default of payment without any reminder. If the Purchaser is in default, he owes interest for default amounting to 8 percentage points above the corresponding basic rate of interest, as well as the judicial and extra-judicial costs related to the recovery, at least 15 % of the amount for which the Purchaser is in default of payment.

6.7 If the Purchaser fails to keep payment deadlines or if there is evidence for any other reason that after concluding the contract our demands for payment are at risk because of a performance shortfall of the Purchaser, we are entitled to refuse the provision of our performance until we have received counter-performance or have been furnished with corresponding security. Any damage occurring as a result of such a delay shall be charged to the Purchaser.

Article 7 Delivery Period

7.1 The delivery period starts after having received the first down-payment and, if agreed, after having provided any possible payment securities for the remaining amounts.

7.2 The following preconditions for complying with the contractual delivery periods shall apply:

a) all commercial and technical questions have to be clarified between the contracting parties;

b) the Purchaser has fulfilled all his obligations;

c) the provision of information and documents to HESS GROUP which are required from the Purchaser has completely been fulfilled.

7.3 In the case that a fixed delivery date has been agreed and the Purchaser does not fulfil the conditions under article 7.2, the delivery date will be deferred correspondingly.

7.4 In the case that the first down-payment has not 14( )-83(t)-14(h)4(e)-12( )-83(fir)5(s)-16(t)-98(d)4(o)4(w)-18(n)]TJETQ0.000008871 0 595.32 841.92 -12(d)4( )-83(d)-12(o)4(cu

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b) the Purchaser supports HESS GROUP reasonably in defending the asserted claims and/or HESS GROUP enables the modifications under article 12.2.1,

c) all possible defensive measures remain reserved to HESS GROUP including settlements out of court,

d) the delivered object was not manufactured or modified according