

Delivery contract

between

Böllhoff GmbH
Archimedesstr. 1-4
33649 Bielefeld

- hereafter called „the buyer“ -

and

- hereafter called „the seller“ -

the following contract is being closed:

1.0 Subject of contract

- 1.1 The seller sells, delivers and transfers the title to the buyer the contract items named in addendum 1 of this contract.
- 1.2 The buyer commits himself to accept the contract items and to pay the purchase price agreed upon in this contract.

2.0 Delivery volume

- 2.1 The seller commits himself to keeping the aforementioned contract items in stock as of.....
- 2.2 The delivery of the contract items will be carried out in partial amounts

- 3.2 For each delay in the delivery dates, the seller is obligated to pay the buyer a contract penalty in the amount of 0,5 % of each delivery value but in total not more than 10 % of each delivery value. The buyer is entitled to demand this contract penalty until such time that the invoice is due. Furthermore, the buyer is entitled to claim a compensation for damages due to delay, above and beyond the contract penalty.
- 3.3 In case the seller suffers a delay on two subsequent partial deliveries, the buyer is entitled to withdraw wholly or partially from this contract.
- 3.4 For each delivery the seller has to provide a test certificate DIN 50049 3. 1B.

4.0 Prices

- 4.1 After delivery of the contract items, the buyer guarantees to pay to the seller the purchasing prices agreed upon in addendum 1 of this contract. It is understood that the prices named therein do not include value added tax.
- 4.2 The seller will supply an invoice pertaining to each of the delivered partial amounts.
- 4.3 Payments less 3 % discount on the account will be due by the 15th of the month following the delivery, or for the full amount if payment is not made until 15th of the next month following the delivery.

5.0 Duration of prices

- 5.1 Prices are stipulated fix until (five years).
- 5.2 Thereafter the prices agreed upon will have to be adjusted to the market development in such a way that cost increases or decreases due to changes in the material and raw material prices at the time of each delivery will be considered. A price adjustment will be limited to a range of +/- 5 % of the agreed price. The changes in cost will be considered by the seller and proven to the buyer on request.

- 7.2 Provided that nothing different has been agreed upon, the buyers addendum 3 version of the purchasing conditions additionally considered valid.
- 7.3 The sellers conditions of sale are not part of the contract.
- 7.4 Place of jurisdiction for all disagreements in connection with this contract is the respective court appropriate for the buyers headquarters. However, each contract partner is also entitled to sue the other party at the place of jurisdiction generally appropriate for him.
- 7.5 Changes to this contract have to be effected in writing by both parties.
- 7.6 In the event that the regulations of this contract should, wholly or in part, be or become unlawful or unenforceable, the remaining regulations of this contract shall not be affected by this. An appropriate rule, which is legally the closest to what the contract partners have intended or would have intended pertaining to the purpose of the contract, shall be valid instead of the ineffective or unenforceable regulation, provided that at the time of the closing of this contract the point was considered.
- 7.7 The seller confirms with his signature that he has received the complete version of this contract as well as the appropriate addendum's.

Bielefeld,

Böllhoff GmbH

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