

## General Terms and Conditions of Supply and Delivery

### Terms, Conditions and their application

1. All commercial transactions, price quotations, services and products of the Zwick Roell Group are supplied exclusively in accordance with the Terms and conditions contained herein. Once issued to the Purchaser, these Terms and Conditions will remain in effect for any and all transactions between the Purchaser and the Zwick Roell Group, both present and future. Any commercial or purchasing conditions subsequently issued by the Purchaser that are in contradiction with the Terms and Conditions of the Zwick Roell Group are unacceptable.
2. Any changes to or departures from these Terms and Conditions must be confirmed in writing and authenticated by the official signature of an authorized person within the Zwick Roell Group.
3. **Domestic** Orders of Zwick Roell Group Products, which will be installed and utilized within the Federal Republic of Germany, will be supplied in accordance with the "Allgemeinen Bedingung für die Lieferung von Maschinen für Inlandsgeschäfte" by the German Engineering Federation (VDMA) as recommended by the United Nations Economic Commission for Europe (UNECE) in its enclosed revision. Hard copies of the general terms of the VDMA are available on request.
4. **Export** of Zwick Roell Group Products, which will be installed and utilized outside the Federal Republic of Germany, will be supplied in accordance with the „General Conditions for the Supply of Plant and Machinery for Export“ (LW 188) as recommended by the United Nations Economic Commission for Europe (UNECE) in its enclosed revision, without the exception of Section 13 of that document. The contract and the entire legal relationship between the parties to the contract are subject to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance and sole place of jurisdiction for any disputes arising from this contract is Zwick's place of business in Ulm, Germany, unless stipulated otherwise in the order acknowledgement. Hard copies of LW 188 are available on request.

### Installation and commissioning of Machines

1. Before the arrival of the Supplier's technical personnel to install and commission the Purchaser's equipment at the Purchaser's facility, the Purchaser must ensure that all necessary utilities such as a single or three-phase electrical supply, compressed air etc. are provided and correctly installed so that they do not threaten the life and safety of the Purchaser's or the Supplier's personnel. The point of installation must be in a finished, closed room with good heating and lighting and fully protected from the weather. When necessary, air conditioning should be provided. Should a foundation be required for the machine, this must be provided and the area cleaned prior to unpacking the machine. In general, all necessities must be provided by the Purchaser at their cost to ensure that the Supplier's personnel can commence work immediately and without any delay.
2. The following are the sole responsibility of the Purchaser:
  - All equipment and personnel to ensure that the shipment is placed at the point of installation in an undamaged condition
  - The provision of the Purchaser's personnel deemed necessary by the Supplier, for a smooth and Uninterrupted installation.
  - The provision of all necessary tools, supplies and utilities including mechanical handling equipment and rigging personnel, heat, light as well as the necessary electrical supply and other utilities.
  - The safety of the Supplier's personnel and equipment, and the provision of a lockable, secure room to store materials, tools and equipment.

Zwick GmbH & Co. KG • August-Nagel-Str. 11 • D-89079 Ulm

3. If not otherwise agreed and confirmed in writing by the Zwick Roell Group, the Purchaser is responsible for all costs concerning the installation and commissioning of the machine, as well as for training the Purchaser's personnel in the correct operation and use of the machine by the Supplier's personnel. In addition to the standard hourly rate during normal working hours, the Purchaser is also responsible for the payment of all overtime and work performed on Sundays or Public Holidays. Travel time and waiting time will be charged at the same hourly rate as normal work time. All travel costs, whether by land, sea or air, including all baggage charges, are the responsibility of the Purchaser, as are also the costs for hotel, daily allowances and other costs incurred relating to the work being performed.
4. The supplier is liable only for orderly handling of the equipment supplied. The supplier is not liable for any work carried out by his personnel, and other persons assisting him, that is not connected with installation and commissioning. The same applies even if the said work is done upon the purchaser's request.
5. On-site calibration at the Purchaser's facility is not included in the scope of installing and commissioning the Purchaser's machine and, if required, must be ordered separately and prior to installation. Any costs incurred for state or government officials to be present before, during or after the calibration or installation of the Purchaser's machine are to be borne by the Purchaser.

## Final Clause

The inoperativeness of one or several provisions of said General Conditions does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision.

Status: 1 February, 2011