1. Binding Force and Formation of Contract

Deliveries of goods and provision of services will be made exclusively on the basis of these terms and conditions of Baumüller DirectMotion GmbH, hereinafter referred to as Baumüller. They are an integral part of the supply contracts and are deemed to be acknowledged by order placing. In the case of permanent business relations, they shall also apply to future contracts. Any deviating/conflicting terms and conditions of business of our contracting parties shall be valid only when Baumüller has explicitly and in writing consented to the validity thereof. In case the contracting party does not agree thereto, it is imperative that Baumüller be immediately informed thereof in writing. In this event, Baumüller reserves to withdraw its offers without any claims, of whatever nature, arising against Baumüller. To the extent that deliveries are subject to obligations relating to foreign trade and payments (i.e. pursuant to AWG [Law on Foreign Trade and Payments], AW [Order for Implementing the Foreign Trade and Payments Law], Dual Use Regulations, KWKG [War Arms Control Law], (U.S.) export control laws/embargo laws or similar regulations), the Buyer shall have sole responsibility for complying with all provisions and stipulations. Any required authorizations will be obtained by the Buyer.

2. Offers

(a) Offers shall be subject to confirmation, non-binding, and shall be valid subject to Baumüller's possibilities to procure the required materials. Any changes and supplements need to be confirmed in writing. Prior sale shall remain reserved. Prices shall be deemed to be fixed prices only when this is expressly agreed upon in any particular case.

(b) Any specimens/samples submitted to the Buyer shall be deemed to be approximate illustrative pieces for weight, measure, grade, quality as well as color/color shade and shall not be binding on Baumüller even if the order is placed with reference to such specimens/samples submitted. This shall also apply to any and all documents (illustrations, drawings, weight and measurement specifications) made available to the Buyer, unless they have been expressly referred to as being binding. Any deviations shall be admissible in accordance with DIN [German Industrial Standards], RAL [Committee for Delivery Terms and Quality Assurance in the German Standards Committee], RL/VDI VDE [Directives of the Association of German Engineers, Federation of German Electrical Engineers] or under current practice. Any deviations, in particular due to technically necessary modifications, shall remain explicitly reserved.

(c) The contracting parties are agreed that this information/know-how constitutes trade secrets of Baumüller (Section 17 of UWG [German Unfair Competition Law]). Therefore, without exception, such documents/information must not be made available to any third parties without the prior express written consent by Baumüller. This shall also apply in particular to all cases of dispute.

3. Prices

Shipments will be packed and (transport) insured exclusively on instruction from and at the expense of the Buyer. Packaging materials shall be returned promptly on request, freight and charges paid. Where a delivery period of more than 4 months has been agreed on, Baumüller shall be entitled to correspondingly pass on to the Buyer any increase in costs that may have occurred (materials, manufacture, assembly, personnel, shipment and the like). In such case, the prices fixed by Baumüller on the date of delivery shall be deemed to be agreed upon. In all cases in which, for instance, the material/design/workmanship experience changes because the documents/samples provided by the Buyer were not in conformity with the actual circumstances/were incomplete, Baumüller may reasonably change the prices even after formation of the contract in accordance with the costs incurred.

4. Extent of Delivery and Delivery Time

(a) For the extent of the delivery of goods and the provision of services, the order acknowledged in writing shall be solely authoritative.

(b) (Minor) technical changes/improvements shall be permitted until dispatch of the consignment. More particularly, such technical changes shall be permissible which could not be foreseen at the time of formation of the contract and have a positive effect on the provision of the scope of services agreed upon. The delivery times shall be apparent from the arrangements between the contracting parties and shall be approximate. Compliance therewith by Baumüller shall require that all commercial/technical issues have been clarified between the parties and that the Buyer has performed all obligations incumbent on it, such as, e.g. procurement of the necessary certificates/authorizations, making an advance payment as agreed, and timely contribution of materials; where this is not the case, the delivery time shall be reasonably extended. This shall not apply to the extent that Baumüller is responsible for the delay.

(c) Compliance with the term of delivery shall be subject to correct/timely self-delivery. In case Baumüller is not itself supplied by suppliers on time, Baumüller shall be correspondingly released from compliance with the period of delivery; this shall apply under the precondition that Baumüller duly placed its order(s).

(d) The term of delivery shall be deemed complied with if, by expiration thereof, the object to be delivered has left Baumüller's works or upon notification of readiness for shipping. Where acceptance needs to be performed, the date of acceptance shall be authoritative, except in the case of a justified refusal of acceptance, alternatively, notification of readiness for acceptance. If shipping and/or acceptance/taking delivery of the object to be delivered are delayed for reasons for which the Buyer is responsible, the Buyer shall be charged the costs that have arisen due to the delay, starting one month from notification of readiness for shipping and acceptance.

(e) Where non-observance of the term of delivery is caused by force majeure (riot/war/terrorist attacks, strike, lockout, exhaustion of raw materials/restriction) or other events that are beyond Baumüller's control, the time for delivery shall be reasonably extended at least by the period of time until the (operational) disruption has been removed. Baumüller shall inform the Buyer of the commencement and cessation of such disruptions without undue delay. In case of lasting operational disruption resulting as a consequence of any of the aforementioned reasons, or in case that Baumüller is not supplied by its suppliers without any fault on the part of Baumüller, Baumüller shall further have the right to withdraw from the contract in full or in part, to the exclusion of any claims for compensation; in cases of non-availability of the service, Baumüller shall give notice thereof without delay; if Baumüller withdraws from the contract in such case, any services already received in performance of the contract shall be mutually restored without delay.

(f) The Buyer may withdraw from the contract without setting a time-limit if the entire performance by Baumüller becomes finally impossible prior to the passing of the risk. The Buyer may furthermore withdraw from the contract if, in connection with an order, execution of part of the delivery becomes impossible and the Buyer has a legitimate interest in rejecting the partial delivery. Where this is not the case, the Buyer shall pay the contract price attributable to the partial delivery. The same shall apply in case of inability to perform. Classes 7, 8, 9 shall apply supplementarily. There shall be no claims in excess thereof. If impossibility or inability occurs during default of acceptance on the part of the Buyer, or if the Buyer is solely, or to a major extent, responsible for such circumstances, the Buyer shall remain under an obligation to pay the consideration.

(g) If Baumüller is in default and the Buyer incurs a loss resulting herefrom, the Buyer shall be entitled to claim a lump sum compensation for default, which shall amount to 0.5% for each completed week of the delay, but to no more than a total of 5% of the value of that part of the overall delivery which can not be used in time or as provided for by the contract as a result of the delay. If Baumüller is in default and the Buyer grants to Baumüller a reasonable term for performance, taking into account the legal exceptional cases, and if such term is not complied with, the Buyer shall be entitled to rescind the contract within the scope of the legal provisions. Both claims for damages by the Buyer on the ground of a delay in the delivery and claims for damages in lieu of performance which exceed the limits mentioned herein shall be excluded in all cases of delayed delivery, even upon expiration of any term that may have been fixed for the supplier to deliver, with due regard to the restrictions from clauses 7, 8, 9.

(h) Appropriate partial deliveries shall be permissible and will be invoiced according to their value.

5. Passing of Risk, Acceptance

The risk shall pass to the Buyer as soon as the object to be delivered has left Baumüller's works, even when partial deliveries are made or Baumüller has agreed to provide further services, e.g., assumption of the shipping costs, or supply and installation. If and to the extent that acceptance is to be effected, the latter shall be authoritative for the passing of
the risk. It must be carried out immediately by the acceptance date agreed on, alternat-
tively, upon notification by Baumüller of readiness for acceptance. The Buyer must not
refuse acceptance in the case of a defect that is not material. If the Buyer fails to accept,
within a reasonable time-limit specified by Baumüller, the object delivered although the
Buyer is obligated to do so, acceptance shall be deemed granted. If shipping/acceptance
is delayed or omitted as a result of circumstances not to be attributed to Baumüller, the
risk shall pass to the Buyer as from the date of notification of readiness for shipping or
acceptance. The Buyer undertakes to take out an insurance policy at its own expense,
which appropriately covers the economic risks in particular incident hereto.

6. Reservation of Title
(a) All objects delivered or to be delivered (goods with title reserved, referred to as
"reserved goods" below) shall remain the property of Baumüller until payment of the
purchase price has been made in full and until such time as all claims by Baumüller
arising from the business relation have been settled.
(b) The Buyer shall be entitled to process and/or resell the goods in the ordinary course
of its business as long as it does not default on the fulfillment of its payment obligations
to Baumüller or suspends its payments. In more detail, the following shall apply:

aa) Processing or transformation of the reserved goods shall be effected for Baumüller as
manufacturer within the meaning of Section 950 of BGB [German Civil Code] without
binding Baumüller. By processing or transformation of the reserved goods, the Buyer
shall not acquire title to the new product as provided in Section 950 of BGB [German
Civil Code]. If the reserved goods are processed, mixed, blended, or combined with other
objects, Baumüller shall acquire a co-ownership in the new product on a pro rata basis

(b) The Buyer hereby assigns to Baumüller all claims arising from the resale or other
alienation transactions, along with all ancillary rights, more particularly, proportionally
to the extent that the reserved goods have been processed, mixed or blended and
Baumüller has acquired co-ownership therein in the amount of the invoiced value, or the
goods have otherwise been firmly installed. To the extent that the reserved goods have
been processed, mixed, blended, or firmly installed, Baumüller shall be entitled, from
such assignment, to a first-ranking undivided share, corresponding to the proportion of
the invoiced value of the reserved goods as compared to the invoiced value of the object,
in the respective claim arising from the resale. If the reserved goods are sold by the
Buyer along with other goods not supplied by Baumüller, the Buyer hereby assigns to
Baumüller a first-ranking share in the claim arising from the resale in the amount of the
invoiced value of the reserved goods. If the Buyer has sold such claim in connection with
time-limit set by the Buyer for the rectification of defects and replacement expire fruit-
lessly. In case of only an insignificant defect, the Buyer shall be entitled to claim a
reduction of the purchase price. A claim to reduction of the purchase price shall other-
wise remain precluded. All claims based on defects shall further be excluded in case of
damage or loss occurred after the passing of the risk as a result of incorrect or negligent
handling, excessive stress, use of unsuitable operating equipment, defective or insuffi-
cient construction work, unsuitable construction ground, improper maintenance, chemi-
cal, electrochemical or electrical influences, due to an unsuitable place of installation,
lack of stability or inappropriate safety in the power supply, and due to influences of
nature and the weather or owing to other external influences not provided for under the
case of damage or loss occurred after the passing of the risk, in case of non-reproducible software defects. If the Buyer or a
third party brought in by the Buyer makes any improper alterations, remedies of defects,
or other repair work, no claims shall exist in relation to the consequences resulting
therefrom. The same shall apply to any changes of or amendments to the object delivered
that have been made without Baumüller's prior approval.
(c) The Buyer's rights in case of defects shall not exist unless Baumüller expressly
assumes responsibility for the compatibility of the supplies with third party products,
and in the case of malfunctions/failure caused by any defects, of whatever nature, of the third
party products not supplied by Baumüller, or the lack of compatibility thereof with the
objects delivered.
(d) The costs arising from the remedy of defects/replacement shall be borne by
Baumüller, including shipment and necessary expenses for dismantling and re-install-
ation. Any claims by the Buyer on account of the expenses required for the purpose of
subsequent performance shall be excluded to the extent that the expenses increase
because the object delivered has later been transferred to a place other than the place of
business of the Buyer.
(e) In the absence of a defect, all costs for subsequent improvement/correction/replace-
ment shall be borne by the Buyer. Baumüller shall then have a right of determination of
cost-effectiveness for performance effected under Section 315 et seq. of BGB [German
Civil Code].
(f) Used objects delivered will be supplied to the exclusion of any warranty whatsoever;
this shall not apply to the extent that an allegation can be made against Baumüller of
having provably acted intentionally or by gross negligence.
(g) Any other claims for damages/expenses or any further claims against Baumüller by
the Buyer on the ground of a defect as to quality shall be excluded, unless otherwise
provided for in the present General Business Conditions.

8. Defect in Title/Intellectual Property Rights/Copyrights

Unless otherwise expressly agreed, Baumüller shall be under an obligation to effect the
delivery free of third party intellectual property rights/copyrights merely in the country of
the place of delivery. To the extent that a third party lodges rightful claims against the
Buyer due to infringement of property rights caused by deliveries effected by Baumüller
and used as provided for by the contract, Baumüller shall be liable as follows:
(a) Baumüller will, at its option and expense, either obtain a right of use of the goods
delivered/services provided which are concerned, change them such that the property
right is not infringed, or exchange the goods delivered/services provided. If Baumüller is
not in a position to do so on reasonable terms, the Buyer shall be entitled to rescission of
the contract or reduction of the purchase price, as provided for by law.
(b) Baumüller's liability for damages shall be finally governed by clauses 8/9. Such
obligations on the part of Baumüller shall only exist if the Buyer immediately notifies
Baumüller in writing of the claims asserted by the third party and declines to acknowl-
edge an infringement, and if all defense measures remain reserved to Baumüller. If the
Buyer discontinues use of the goods delivered for reasons of reduction in damage or for
other good cause, the Buyer shall be under an obligation to point out to the third party
that such discontinuance of use is not associated with an acknowledgment of property
right infringement. Baumüller shall be informed accordingly without delay.
(c) Any claims by the Buyer shall be excluded to the extent that the Buyer is responsible
for the property right infringement. Any claims by the Buyer shall further be excluded to
the extent that the property right infringement is caused by particular specifications of the
Buyer, by an application that could not be foreseen by Baumüller, or because the goods
delivered have been changed by the Buyer or are used together with products not sup-
plied by Baumüller.
(d) In the case of property right infringements/other defects in title the claims by the
Buyer as arranged for above shall exist; the provisions of clauses 7, 8 shall apply sup-
plementarily.
(e) Any further claims by the Buyer for damages/compensation for expenses/claims other
than those provided for in this clause shall be excluded.

9. Liability (Damages/Compensation for Expenses)

(a) The provisions of clauses 7, 8 shall be applicable, to the exclusion of any further
claims by the Buyer, if the object delivered can not be used by the Buyer according to
the contract through Baumüller's fault as a result of a failure to execute, or defective
execution of, suggestions made/consultations held prior or subsequent to formation of the
contract, or due to breach of other accessory duties under the contract, in particular
instructions for operation/maintenance of the object delivered.
Baumüller shall not be liable for any damage not caused to the object of the delivery
itself, nor for any claims for damages/claims for compensation of expenses, for whatever
legal ground, in particular based on default, Sections 280, 286 of BGB [German Civil
Code], impossibility, other breach of duty, tort. This shall not apply if the Buyer's claim
is based on
aa) loss of life, bodily injury or health injury
bb) intent or gross negligence by the owner/executives or officers
c) a culpable breach of material contractual obligations (cardinal duties) by employees
who are not executives or officers
d) fraudulent concealment of defects or warranted absence of defects
e) defects of the object delivered to the extent that liability is compulsory under the
Product Liability Law/general product liability for personal injury/damage to property.
In case of breach of a material contractual obligation (cardinal duty) based on simple
negligence, the claim for damages against Baumüller shall be limited to liquidated
damages for a loss which typically arises and would be foreseen. These damages shall
normally be the contract value as a maximum.
(b) In case of a breach of duty which does not involve a defect in the product purchased,
the Buyer may rescind the contract only if Baumüller or its legal representatives or
vicarious agents are responsible for the breach of duty and the statutory requirements for
rescission are satisfied. Any claim for damages shall be excluded.
(c) In view of the fact that liability for indirect and consequential damage is excluded, the
Buyer has to obtain a product/company's liability insurance appropriately covering the
economic risks, and has to provide written proof thereof to Baumüller.

10. Statute of Limitations

Any claims by the Buyer against Baumüller, in particular based on defects, shall become
statute-barred after 12 months from delivery, otherwise as from the legal fiction of
acceptance (Section 640 (1) of BGB [German Civil Code]), from notification of readiness
for delivery, notification of readiness for acceptance, or from the Buyer's default in
taking delivery. This shall not apply if the object delivered is a product which in accord-
cance with its usual application has been used for a building and has caused the defec-
tiveness thereof, or in the case of defects of a building under Sections 438 (1) 2, 634 a (1)
2 of BGB [German Civil Code], or if the defect is caused by an intentional breach of duty
by Baumüller or its legal representatives or vicarious agents.

11. Notices of Defects

(a) The Buyer shall examine the goods delivered and services provided immediately
upon delivery and shall give notice of any apparent defects without delay, but at the latest
14 days from receipt of the delivery. If the Buyer fails to notify a defect in writing within
this period of time, the objects delivered shall be deemed to be approved. Any non-
obvious defects must be notified in writing upon discovery without delay, but at the latest
14 days from discovery. If the Buyer fails to notify the defect discovered in writing
within this period of time, the objects delivered shall be deemed to be approved.
(b) The Buyer shall allow Baumüller an appropriate examination of any notified defects
and shall, without this requiring a separate request, make available to Baumüller, free of
charge, all necessary technical information, in particular all test/process/load protocols
and test reports. If the Buyer fails to do so, any defects of the objects delivered shall be
deemed not notified and the objects delivered shall be deemed to be approved. If the
Buyer makes any changes to the objects delivered by any interference, of whatever
nature, which has not previously been approved by Baumüller, or if the Buyer
performs any repair work without Baumüller's prior approval, the Buyer shall lose its claims based
on defects.

12. Payments

(a) Invoices shall be payable in cash without any deduction at the points in time as agreed
under the contract, at the latest within 30 days from the due date and receipt of the
invoice, an equivalent payment schedule or receipt of the delivery or service. Upon
expiration of such 30 days, a default will occur automatically. Invoices for repair and
testing work shall be payable immediately in cash without any deduction; otherwise, the
above provision shall apply supplementarily.
(b) In case of delayed payment, in particular in case of the Buyer's default in payment,
interest shall be due at 8% above the base interest rate fixed by the European Central
Bank in Frankfurt/Germany valid at the time, without any separate proof being required.
The interest on default in payment shall be due immediately. Assertion by Baumüller of
any further damage shall not be excluded.
(c) The Buyer may offset only against such claims which are uncontested or have be-
come res judicata. The same shall apply to an exercise of rights of retention.
(d) In case of the Buyer's default with a payment, all accounts receivable by Baumüller from
the Buyer shall become due immediately.
(e) Notwithstanding Sections 366 et seq. of BGB [German Civil Code], Baumüller shall
be entitled to appropriate any payments made by the Buyer to such outstanding debts of
the Buyer as Baumüller may think fit.

13. Property Rights/Copyrights/Use of Software

(a) Where the goods delivered include software, the Buyer is granted a non-exclusive
right to install and to use the same, including the documentation thereof, on the respec-
tive objects delivered and any associated technical equipment.
(b) The rights of use shall be limited in time to the period during which the Buyer is in
possession, as authorized under the contract, of the object delivered. The rights of use
shall automatically lapse upon termination of the use. The rights of use shall be limited to
the objects delivered, technical apparatus, operating systems on which they are employed

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according to the contract/specification. The Buyer shall be permitted to assign the rights of use only in case of a simultaneous resale of the objects delivered, in which case the present conditions shall be passed on accordingly. The Buyer's own rights of use will then have ceased to exist.

(c) The Buyer may duplicate, revise or translate the software or convert the software from the object language into the source code only to the extent that this is permitted by law (Section 69 a et seq. of UrhG [German Law on Copyrights and Related Property Rights]). The Buyer undertakes not to remove any manufacturer's specifications, in particular copyright notes, nor to change same without Baumann's prior explicit approval. The Buyer is not permitted to extend the license according to location/systems employed/workstations/machines/types of machines, nor to grant rights of use of whatever kind or sublicenses. An extension of the license will be permitted by Baumann exclusively in return for a separate remuneration to be agreed in writing.

(d) In case of violation of these provisions by the Buyer or a successor in law, Baumann may demand payment of a contractual penalty for each individual case of contravention, to the exclusion of the plea of connection with any previous act of contravention, notwithstanding the assertion of higher claims. Such penalty shall amount to at least €5,000.00 for each individual case, unless the benefit from use/loss of license fee can be proven to be higher or lower.

14. Applicable Law/Place of Performance and Jurisdiction

(a) All legal relations between Baumann and the Buyer arising from and in connection with the performance of the delivery in accordance with the present contract shall be governed by the laws of the Federal Republic of Germany. An application of the provisions of the United Nations Sales Convention (CISG) is hereby expressly excluded by the parties.

(b) Baumann's current principal place of business shall be agreed to be the place of delivery and the place of payment. In case of any litigation arising from or in connection with the performance of this contract, or from or in connection with payments made by checks/bills of exchange, the courts at the principal place of business of Baumann shall have exclusive jurisdiction. Notwithstanding the foregoing, Baumann may choose to file suit at the respective principal place of business of the Buyer.

15. Miscellaneous

The parties hereby agree on written form for any and all agreements to be entered into. Any verbal (diverging) collateral agreements do not exist. They shall be effective only if confirmed in writing in each individual case. The requirement of written form shall also apply to the cancellation of this provision. If the Buyer wishes the objects to be delivered to exhibit any specific properties or features of particular importance to the Buyer, the Buyer shall have to point this out to Baumann separately. There shall be no defect within the meaning of these arrangements if the Buyer failed to inform Baumann accordingly and the properties or features concerned can not be expected by the Buyer from the kind or nature of the product purchased.

In the event that the contract also/only involves repairs, the following shall apply supplementary:

16. Lien in case of Repairs/Reservation of Title

(a) A binding estimate of costs may be requested prior to the repair. Where no repair contract is then entered into, the expenses incurred in connection with preparing the cost estimate shall have to be reimbursed. If in the course of the repair the remuneration specified in the cost estimate is exceeded by more than 20%, the approval thereof by both parties to the contract shall be obtained. Any services already provided shall be paid for.

(b) In the case of repairs, Baumann shall be entitled to a right of retention based on its claims arising out of the order, as well as to a contractual lien on the objects of which it has obtained possession owing to the repair order.

(c) If, within 6 weeks from completion of the repair and notification thereof, any objects handed over are not picked up or, where such objects have been shipped, are not accepted, Baumann shall not assume any liability whatsoever for any loss or damage, of whatever nature; this shall not apply in the case of intent or gross negligence. Upon expiration of such 6 weeks' term, Baumann shall be entitled, subsequent to a prior written warning, specifying the amount of money on account of which a private sale is to take place, to realize the object handed in by sale in the open market after one month from the warning, in accordance with the legal provisions relating to contractual lien.

The warning of the enforcement of the lien may be dispensed with if the whereabouts of the customer is unknown.

In the event that installations, assembly and acceptance are also agreed, the following shall apply supplementary:

17. Installation and Assembly

(a) Objects to be delivered will be inspected in the works of Baumann for their fitness for acceptance. The cost of such inspection shall be borne by the Buyer. If the Buyer fails to inspect the objects to be delivered, they shall be deemed to be delivered and approved in conformity with the contract upon leaving Baumann's works.

(b) The Buyer shall be under an obligation to accept deliveries by Baumann immediately upon being notified of the readiness for acceptance thereof. Any non-material defects shall not constitute a ground for refusal of acceptance. If acceptance is refused on the ground of any non-material defects, the Buyer's failure to accept the completed work within a reasonable time-limit specified by Baumann shall be tantamount to acceptance. If the Buyer fails to declare, in writing within a period of 7 days from notification by Baumann of the readiness for acceptance or from receipt of the performance under the contract, that and why acceptance is refused, giving detailed and verifiable reasons therefor, acceptance shall also be deemed to be declared.

(c) Performance under the contract shall further be deemed to be accepted as soon as the product delivered is put into operation by the Buyer itself or by a third party on instruction from the Buyer to an extent exceeding the functional test necessary for effecting acceptance.

(d) The individuals named by Baumann and by the Buyer shall participate in the acceptance. The result of the functional test/acceptance shall be recorded in a protocol to be signed by both parties, taking into consideration the technical specification.

(e) The Buyer shall take over, arrange for and provide in time and at its own expense: any and all earthwork, construction and other supplementary work foreign to the industry, including the specialists and assistants, building materials and tooling required therefor, as well as the requisite articles, materials and supplies necessary for assembly and initial operation, such as scaffolds, cranes, elevators and hoisting devices and other devices and apparatus, fuels and lubricants as well as power and water at the place where needed, including the supply points, heating and lighting and, at the place of assembly, suitable and dry rooms of sufficient size which can be locked for the storage of machine parts, apparatus and equipment, materials, tools and the like, and appropriate working and recreation rooms for the fitting staff, including sanitary facilities which are adequate under the circumstances; otherwise, the Buyer shall take those measures on the construction site for the protection of Baumann's and the fitting staff's property and possessions which it would usually take to protect its own property and possessions, as well as safety clothing, and protective devices which are required as a result of the assembly and are in compliance with the regulations for the prevention of accidents.

(f) Prior to commencement of assembly and fitting, the Buyer shall, with no separate request required, provide the necessary data and particulars about the location of power cables, gas conduits, water pipes and similar facilities that are guided hidden from view, as well as the required structural and statics data.

(g) Prior to commencement of installation or assembly, the contributions and objects required for work to be started must be located at the site of installation/assembly and all preparatory work prior to the beginning of erection or mounting must have progressed so far that installation or assembly can be started as agreed and performed without interruption. All access roads/driveways and the place of installation or assembly must have been made level and cleared.

(h) In case of a delay in the installation, assembly or initial operation caused by circumstances for which Baumann is not responsible, the Buyer shall bear the costs resulting from the waiting times and any necessary additional travel expenses incurred by the fitting staff. The Buyer shall without delay make out a certificate to Baumann/its fitting staff relating to the hours of work of the fitting staff and termination of the installation, assembly or initial operation, and such certification shall be handed over to Baumann.

(i) Baumann shall not be liable for the work performed by the fitting staff to the extent that such work is not directly associated with the delivery and the installation/assembly/acceptance. No trial or test runs will be carried out in relation to any plants/systems/machines/components not supplied by Baumann.