

**"General conditions for the delivery and payment of used machinery and equipment"
as at 01.09.2010
(coming into force in case of insufficient written agreement)**

Agreements are accomplished on our sales terms only. The German law is regarded as agreed, the EU-law and the UN sales law are excluded. If you do not understand the German language, please ask for the English version or obtain it by internet. We do not take guarantee for the English translation, only the German version is binding.

1.) OFFERS

Offers are free of charge, if their preparation does not require more than usual time. In this case up to 20% of the object price will be charged. Offers are without engagement, not binding and subject to prior sale.

2.) SCOPE OF DELIVERY

The written confirmation of order is decisive for the scope of delivery.

Completeness, condition and ability to work cannot be assured for the confirmed scope of delivery, otherwise each item mentioned before is particularly assured in written form.

3.) PRICES

In absence of other written agreement, prices for second-hand plants are calculated ex foundation or ex site, without dismantling and loading.

Payments are immediately due after receipt of invoice without discount. Partial payments, off-setting or withholding of payments or assignments (including third parties) are not allowed. In case of delay of payment (more than 8 days after date of invoice) default interest at a rate of at least 5 per cent above the ECB base rate is generally agreed. The buyer expressly declares that there is no need for putting him into default.

According to our special consent, payments are due at the latest before beginning of dismantling or, if dismantling does not take place, before pickup of goods.

4.) DELIVERY DATES

Arranged dates of delivery come into force only after previous payment.

5.) PASSAGE OF RISK

All risks pass to the buyer at the latest by signing the contract or by receiving the confirmation of order. This applies also for equipment being not in the custody of VEI-Engineering GmbH. Corresponding insurance policies (according to item 6) have to be taken out.

6.) RESERVATION OF PROPRIETARY RIGHTS

Until full payment all goods remain our property and their proper handling must be assured. Goods have to be protected against theft, breaking, fire, water and other damages. The purchaser has to take out an insurance for this at his own expenses. The purchaser is entitled to review the insurance policy. If necessary, he can insist on amendments. All involved parties agree that goods cannot become a common or mixed property.

7.) LIABILITY

We cannot take on liability of completeness and ability to work for second-hand goods. Technical data being mentioned can serve as approximate values only and they are not binding, since we cannot check them. We emphasize that all equipment undergoing wear and tear is excluded from warranty. It is the risk of the buyer, if goods do not coincide with the latest technical status and with the latest legal requirements. Any cancellation of the sale contract, right of return of diminishing, even more claims for damages cannot be made against VEI-Engineering GmbH.

Documentations, technical layouts and applications for approvals to the authorities do not belong to the scope of delivery. If there are documentations etc. available, they will be, of course, part of the delivery. However, the purchaser cannot derive a legal right from this.

8.) FULFILMENT OF CONTRACT IN CASE OF FOREIGN PLANTS

No claims against VEI-Engineering GmbH can be derived in case of impossible fulfilment after signing the contract, if e.g. the former owner or user does not want to sell the plant anymore.

9.) GENERAL

The validity and binding nature of the above mentioned conditions will not be affected by the ineffectiveness of any individual condition.

10.) PLACE OF JURISDICTION

Place of execution and place of jurisdiction is Dortmund.

In case of foreign business, contracts and agreements are based on the German law.

A COPY OF THESE TERMS OF TRADE (ORIGINAL VERSION IN GERMAN LANGUAGE),
ACCESSIBLE FOR EVERYBODY, CAN BE FOUND IN THE OFFICE OF VEI-Engineering GmbH.