

General Commercial Purchasing Conditions
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6) The time limits start from the date of receipt of the invoice however not before receipt of the goods or acceptance of the performance. Should documentation and test certificates be part of the scope of delivery, then the time limits do not start until these have been handed over to us as agreed in the contract. Delays in payment caused by incorrect delivery notes or incomplete invoice details entitle us nevertheless to deduct the appropriate discount.

7) The criteria for payment are the quantity, weight or other factors/units determinable by us. Additional or short deliveries without our agreement are treated as incorrect deliveries. We reserve the right to recognise additional or short deliveries.

8) In the case of faulty deliveries or performance we are entitled to retain a percentage of the payment until the contract has been correctly fulfilled. The time limit for payment starts when the defects have been completely remedied. Payment does not imply that we have accepted the delivery or performance as complying with the contract. In the case of the acceptance of premature deliveries, payment is not due until the agreed delivery date.

9) The right to offset or retain is available to us in accordance with the law. We are entitled to offset all our own demands against those claims which the supplier makes against us.

10) The supplier is not entitled to transfer rights and obligations arising out of the contract entered into with us to a third party without our prior agreement. Only the supplier is responsible for all demands.

11) The supplier is not entitled to assign his claims against the purchaser without the latter's agreement in writing or to let a third party collect these; this does not apply in the case of an effective agreement on the extended reservation of ownership by the supplier.

I) General – Area of application

1) Our purchasing conditions are exclusively binding; we do not recognise conditions of our suppliers which conflict with or deviate from our own purchasing conditions unless we have specifically agreed to these in writing. Our purchasing conditions are also valid when we accept deliveries from the supplier unconditionally even though we are aware of conditions of our suppliers which conflict with or deviate from our own purchasing conditions. We assume with the order confirmation that our conditions have been accepted by the supplier even when this confirmation is based to some extent on conflicting conditions of the supplier. Differently phrased conditions of the supplier are hereby contradicted in advance. The execution of the order by the supplier – even without written confirmation – confirms the recognition of our following conditions. An absence of reaction from us to deviating conditions or contradictory confirmations of our suppliers is not to be interpreted as our agreement.

2) All agreements made between us and the suppliers concerning the execution of this contract are to be confirmed in writing in this contract.

3) Our purchasing conditions are also valid for all future business deals with the supplier.

4) In accordance with the German Data Privacy Protection laws, we are entitled to record, transfer, modify and delete personal and company data of the supplier for the fulfilment of our business purposes and aims. The supplier will be informed accordingly when his data is recorded for the first time.

II) Quotation – Quotation documentation

1) Quotations are to be binding and supplied free of charge. In his quotation, the supplier must strictly adhere to our enquiry as regards the quantity and specification and make us specifically aware of any deviations.

2) We retain our right of ownership and copyright protection on diagrams, drawings, calculations and any other documentation which must not be made available to a third party without our written agreement. This documentation is exclusively intended for the manufacture of the items in our order and must be returned to us without having to be requested by us after the order has been fulfilled. They are not to be disclosed to third parties. The drawings and other written documentation mentioned above as well as the drawings and documents produced by the supplier in accordance with our specifications may be neither used again nor reproduced. The reproduction of such items is only permitted for internal company purposes and in accordance with copyright protection conditions. Sub-suppliers are to be informed of this obligation. The contract parties agree to treat all not-obvious commercial and technical details of which they become aware during the fulfilment of the contract as company secret. The supplier is responsible for all damage caused by an infringement of this provision.

3) Our agreement on drawings, calculations and other technical documentation does not affect in any way the guarantee obligations of the supplier in respect of the items to be supplied. This also applies to our suggestions and recommendations.

4) The supplier may only publicise his business connection with us after prior written agreement from us.

III) Order – Contract conclusion

1) Orders, agreements and alterations are only binding when they have been issued or confirmed by us in writing. Correspondence is to be carried out with our purchasing department. Discussions with other departments which result in agreements being made which affect conditions already agreed in the contract need to be specifically confirmed in writing by our purchasing department who will issue a supplement to the contract

2) The supplier is obliged to accept our order within a period of 2 weeks. The orders and our delivery requests are assumed to have been accepted when the supplier does not contradict them in writing within 2 weeks of receipt. The supplier is to treat the contract conclusion confidentially.

3) We are entitled to withdraw our order when the supplier has not accepted it in writing within two weeks of receipt. (Confirmation of order).

4) In the case of Acts of God, important reasons or occurrences beyond our control which result in a restriction or closure of our company, we are entitled to withdraw either partially or completely from the contract or to demand a postponement of the contract without additional claims from the supplier. In particular, Acts of God, important reasons or occurrences beyond our control are wars, riots, confiscation, strikes, lock-outs, fire damage, machine damage, public authority measures or other company stoppages. This applies equally well to the suspension of payment by the supplier as well as the presentation of a petition to institute composition or insolvency proceedings over the assets of the supplier. Claims for damages by the supplier cannot be instituted out of these.

5) The documentary evidence of origin required by us is to be provided by the supplier without delay and must include all necessary information and be correctly signed. The same applies to the proof of turnover tax in the case of foreign and inter-community deliveries. The supplier is to inform us without delay when a delivery is completely or partly subject to export restrictions according to German or any other law. Factory certificates, manufacturer's declarations according to the EU machine guidelines and/or declarations of conformity are to be included with the delivery and/or invoice depending on the statutory provisions. The GE-identification is to be attached in line with the statutory regulations.

6) The formulation of the commercial clauses is to be in line with the INCOTERMS in the version valid at the conclusion of the contract.

7) The sub-letting of orders to third parties without our written permission is not allowed and entitles us to withdraw either completely or partially from the contract as well as claim compensation.

8) In the case of a termination of the contract by us, the most the contractor is entitled to is that proportion of his remuneration which corresponds to the performance which he has achieved up to the time of termination.

9) Should the purchaser have made the supplier aware of the intended use of the goods ordered or the performance expected from them or if this is apparent to the supplier without such information, then the supplier is obliged to inform the purchaser without delay should he be of the opinion that the delivery or performance of the goods to be delivered is not suitable to fulfil the intended application.

10) Should changes have been made in the method of joining the specified materials or in the constructional details compared with similar deliveries or performance previously supplied to the purchaser, then the supplier is obliged to inform the purchaser in writing without delay. These changes require the written agreement of the purchaser.

IV) Prices – Conditions of payment

1) The prices are to be listed excluding turnover tax. They are to be fixed prices and carriage page to the delivery address specified by us.

2) The agreed prices are to include all the costs incurred by the supplier for freight, insurance and packing etc. and this is also to apply when packing materials are left with us on a loan basis. We are entitled to specify the method of packing, the way of transport as well as the transport insurance and demand proof of the costs of the freight and transport insurance.

3) The agreed prices are to include all supplies, performance and additional performance needed to manufacture in acceptable form the entire products mentioned in the contract in accordance with the quotation documentation, drawings and/or suppliers catalogues. In the case of obvious mistakes, misprints or calculation errors, these are not binding for us. The prices are to apply to all deliveries including subsequent orders and deliveries in-so- much as new prices were not specifically agreed in writing. The way of formulating the price shall not affect the agreement on the place of performance.

4) We can only process invoices when these – in accordance with the requirements in our order – quote the order number mentioned therein; the supplier is responsible for all consequences arising from non-compliance with this requirement. Invoices cannot be settled as long as this information is missing.

5) In the absence of any other written agreement, we pay the purchase price with 3% discount within 14 days calculated from the date of both the receipt of the goods and the invoice or net within 30 days from receipt of the invoice. Our payment is made subject to a correction should subsequent complaints occur. If we are to make payments for which we have not received any goods or performance, then appropriate bank guarantees in our favour are to be furnished before we can make any such payments. It is permissible to deduct discount in the case of offsetting or retention because of defects.

V) Delivery time

1) The delivery time specified in the order is binding. The delivery time starts when the order is received by the supplier. Under fulfilment of the delivery time we understand the delivery of the complete order to us. As day of delivery we mean the day the items ordered and the shipment notes arrive at the destination specified in our order or the performance we expect is completed there. The acceptance of the overdue delivery or performance does not imply a renunciation of a claim for damages. Should emergency measures be necessary to obtain the missing parts, then the extra costs incurred will be passed on to the supplier. The delivery must exactly match the order; short, partial or extra deliveries need our prior agreement in writing.

2) The supplier is obliged to advise us in writing as soon as possible when he becomes aware of or recognises the possibility of circumstances which could result in his not being able to keep the promised delivery date. The responsibility to keep the agreed delivery date is thereby not affected. A delivery in advance may only be carried out by presenting our written agreement and does not affect the agreed payment dates.

3) In the case of a delay in delivery, we are entitled to the statutory claims. When the supplier delays delivery, we can allow him a reasonable "period of grace". We then have two alternatives: Should nothing be delivered during this extension, then we can let a third party complete the order at the expense of the supplier or we can withdraw from the contract completely. In the case of slight negligence, compensation is limited to the extra freight costs, retrofitting costs and extra expenditure for the purchase of alternate parts. Delays caused by sub-suppliers is the responsibility of the supplier himself. In particular, we are entitled to claim damages after the fruitless expiry of a reasonable "period of grace".

4) An "Act of God" only relieves the supplier when he can advise us in good time of the circumstances which are supposed to be the reason for the delay so that replacements can be obtained. In the case of the delivery date being exceeded due to an "Act of God" or industrial dispute beyond the supplier's jurisdiction, we can either postpone the execution of the order to a later date or after the fruitless expiry of a reasonable "period of grace" withdraw either partially or completely from the contract. The supplier is not entitled to make any claim out of this.

VI) Shipping – Transfer of risk

1) Unless otherwise agreed in writing, the supplier has to ship free of charge to the buyer's address. The transport insurance to the destination is to be carried by the supplier. In the case of prices listed as ex-factory or ex-warehouse, the supplier is to ship the goods by the most economical way should we have not specified a particular way of transport. Extra costs incurred by the supplier for not complying with this requirement are to be born by the supplier. In the case of prices listed as free to the receiver, we can also specify the method of shipment. Extra costs incurred in order to fulfil the delivery date (for example express or courier) are to be born by the supplier.

2) The place of performance for deliveries or performance by the supplier is the forwarding address given in the order. Should a forwarding address not be specified and the place of performance can also not be obtained from the nature of the obligation, then the address of the purchaser is to be accepted as the place of performance.

3) Every delivery is to be accompanied by two copies of the delivery note which must contain an exact description of the scope of the delivery, article, description and quantity etc. and be exactly in line with our order. In order to guarantee proper and mistake-free processing of the shipping documents, invoices and similar documents, each should quote the necessary information (our reference, department, order number, commission number, subject, remarks etc.). Should the supplier not adhere to our information and we incur damage and/or costs, then the supplier will be obliged to pay damages to us. Until the delivery or performance has been fully handed over / carried out and accepted by us, the supplier bears the risk of loss, accidental loss or damage independent of the list price.

4) Delivery objects are to be professionally packed and shipped. Packing and shipping instructions are to be complied with. A delivery note or packing list is to be included with each shipment. All documents are to quote the order numbers and the purchaser's marking (labelling) as specified in his order. A notification of shipment is to be sent to the purchaser at the latest on the day of shipment. Should the purchaser incur extra costs due to the supplier not complying with the above-mentioned conditions, then these are to be born by the supplier.

5) Insofar as the packing of the objects to be delivered is necessary or customary, it is the responsibility of the supplier to provide adequate packing at his own expense. We are only prepared to pay for packing materials in addition to the agreed purchase price when a refund for these was specifically agreed. We reserve the right to return the valuable packing material used in the shipment to the address of the supplier and to invoice him for the full hire costs or the value of the material.

6) The quantities and weights of the goods supplied will be checked by our receiving department and their findings will be accepted by us should they deviate from the information on the delivery note. Should the supplier dispute their findings, then it is his responsibility to prove to us that the quantities and weights of the goods quoted on his delivery note were actually delivered.

7) Should an "Act of God" or other circumstance including industrial disputes beyond our control make it impossible or unreasonable for us to receive a shipment, then we are entitled to refuse. In such a case, the supplier has to store the goods to be delivered at his own expense and risk. This is not to be interpreted as a case of delayed acceptance.

8) Should shipments not be accepted by us or defective goods sent back, then the return shipment is at the risk of the supplier. The current value of the goods returned will be invoiced to the supplier.

9) We assume that the supplier, as distributor of goods, possesses extensive experience about the possible risks of shipping, packing and storing etc. and that his goods comply with the relevant regulations. The latest national and internationally valid regulations concerning the packing, identification and declaration are to be complied with. The supplier is responsible for all damage which could occur should existing regulations on the handling (packing, shipping, storing) of dangerous goods not be complied with. The supplier is fully responsible for adhering to the relevant regulations when shipping dangerous goods.

10) It is the responsibility of the supplier to carry out any necessary maintenance or inspection work at his own expense as well as to adequately insure the goods entrusted to him. He should be able to substantiate this to the purchaser on demand.

VII) Quality control - Warranty

1) The supplier guarantees that the delivery or performance is free from defects and that the promised characteristics are present.

2) We are obliged to inform the supplier in writing in accordance with the conditions of a normal course of business as soon as concealed defects in the delivery or performance are detected.

3) The checking of drawings, approval of samples, checks and prior acceptance by us does not relieve the supplier of his responsibility and from his agreed guarantee.

4) We reserve the right during manufacture and before delivery to check the quality of the finished parts as well as the compliance with the other specifications of the order in the factory of the supplier and his sub-supplier. Should we have reserved the right to carry out a technical acceptance of the finished parts before delivery either by us or a third party commissioned by us, then we or the third party are to be advised in writing 14 days before the shipment is ready. The acceptance costs incurred by the supplier are to be born by him.

5) The goods must comply with the samples approved by us, the agreed quality characteristics and specifications. Guaranteed characteristics are to conform to the quality characteristics of the sample. The goods supplied must comply with the relevant statutory regulations - in particular the protective regulations in the sense of § 823 Section 2 of the BGB (civil code). Should there be deviations between the samples and/or drawings supplied by us or from our specifications, then the supplier is obliged to advise us without delay and clarify the situation before production begins.

6) The supplier is required to keep records, particularly of his quality control, and make these available to us on demand. The supplier herewith agrees to quality audits for the purpose of confirming the effectiveness of his quality control procedure either by us, someone commissioned by us or should the occasion arise in the presence of a customer.

7) Each supplier is responsible for the quality of the materials he obtains from his sub-supplier. Before commencing manufacture he must convince himself that our quality criteria are fulfilled and no defects are present.

8) After remaking, repairing or modifying tools, templates or models, sample from each are to be made first and sent to us together with a test report. Our purchasing department is to be advised of changes in the manufacturing process, in the materials used, in the constructive design and the sub-suppliers material number.

9) Complaints of defects by us are considered to be timely when they have been received by the supplier within a time limit of 10 working days from the detection of the defect.

10) We are not obliged to carry out a 100% check on all rejected batches. Should this be desired by the supplier, then he must pay for all the costs arising whereby our agreement to carry out such tests must be available.

11) We are entitled to the full statutory warranty claim; independently of this we are entitled to demand from the supplier either the elimination of the defects or the delivery of replacements. In this case, the supplier is obliged to make all the arrangements necessary for the purpose of eliminating the defects or supplying replacements. The supplier is responsible for the costs of returning defective goods and the associated risk. The delivery of the replacement parts is to be post and packing free. In particular, our right to claim damages is hereby not affected.

12) In urgent cases or when the supplier delays the elimination of the defects, we can carry out the necessary measures ourselves at the expense of the supplier or instruct a third party to do them. We will inform the supplier before carrying out these measures. Should this not be possible, then in urgent cases the measures needed to avoid loss can be carried out without prior notification; in these cases we will inform the supplier later and as soon as possible. The warranty responsibilities of the supplier are not affected.

13) The supplier guarantees the fault-free execution of the delivery as specified in the order and in accordance with the latest scientific and technical knowledge, material quality and complying with all the relevant standards and harmful substance regulations. The supplier is to manufacture the goods ordered and/or deliver them in such a way that they can be processed or used without danger. In the case of dangers of any kind which could be caused by the goods supplied, we are to be made aware of this through clear and generally understandable/accepted warning symbols, notices and the customary usage instructions and protective regulations. The supplier is to advise us on his own accord by delivering special storage, handling, processing and factory regulations. In the case of commercial articles, each individual article is to be clearly marked with these user regulations otherwise the supplier is responsible for damage which could occur by us due to ignorance of these regulations or by claims made by third parties against us. In the case of the recourse of a third party to such a claim, the supplier is to indemnify us against loss and legal action by waiving the plea of expiration of responsibility and indemnify us against claims by third parties if required by us.

14) The supplier is to waive the plea of delayed notification of complaints (§ 377 HGB).

15) The guarantee period is 24 months commencing from the date of the transfer of risk. For the enforcement of a guarantee claim, the supplier is to waive the plea of expiration of responsibility for the period of 12 months after the termination of the guarantee period.

16) The expiration of responsibility is blocked by the notification of complaints until the time when the supplier finally rejects our claims. The applicable guarantee conditions are also valid for the delivery of replacements and reworking. The guarantee period for this performance starts once again after the defects have been rectified.

VIII) Product liability - Indemnification - Third party insurance cover

1) The supplier accepts the full liability for his product no matter on which legal position this is based.

2) Defects concerning safety that are recognised later from observation of product are to be reported to the purchaser by the supplier on his own accord even after expiration of the guarantee period.

3) The contract parties herewith agree that the supplier has to indemnify us for claims made by a third party in accordance with the third party liability and product liability laws for damage or loss caused by a defect in the product delivered by the supplier. The contract parties also agree that under the term "damage" mentioned previously, the entire costs which we could incur as a result of a third party liability claim (e.g. compensation to third parties, costs of legal defence, assembly and removal costs, recall action costs etc.) are to be understood. We are also entitled to demand immediate indemnification in the case of a claim by the supplier on account of these costs. Furthermore, the contract parties agree that the supplier is to bear the sole responsibility for the products delivered by him and be liable to compensate us for the full amount of the damages in the sense of § 426 BGB (German Civil Code).

4) The supplier is also obliged to refund any expenditure in accordance with §§ 683, 670 BGB incurred by or in connection with the recall action or any other activity carried out by us. We will inform the supplier - as far as possible and within reason - of the content and scope of the measures to be carried out and give him an opportunity to comment on them.

5) The supplier guarantees to take out a product liability insurance with adequate cover - a lump sum of least 10 million Euros per personal/property damage; should we be entitled to claims for damages which are more extensive, then these are unaffected.

6) The contractual liability of the supplier is not affected.

IX) Property rights

1) The supplier has the responsibility to ensure that as a result of the delivery and use of the goods, the patent or property rights of third parties is not infringed. The supplier is to fully indemnify us at the first demand against every claim by owners of property rights and is obliged to give us every support in rejecting the claims of third parties and to accept the costs incurred. This also applies to deliveries from a third side to the supplier. The supplier is responsible for ensuring that the goods delivered do not infringe the rights of a third party or are burdened by the rights of a third party.

2) The obligation of the supplier to indemnify us applies to all necessary expenditure incurred by us out of or in connection with the claims by a third party.

3) Furthermore, we are entitled to withdraw from the contract should the supplier not eliminate the circumstances causing the infringements within a reasonable period of 3 weeks at the most.

4) In the case of a legal proceedings caused by the infringement of protective rights or other rights, the supplier has to provide us with a security for the full sum of the impending proved damages. Furthermore, the supplier is still responsible for all judicial cost in and out of court and expenditures arising out of legal proceedings on account of the infringement of protective or other rights.

X) Retention of ownership - Placing at disposal - Tools - Secrecy

1) Retention of ownership is usually only binding when it has been agreed in writing outside the business conditions of the supplier.

2) All deliveries made to us must be free from any form and formulation of ownership retention.

3) When we order parts from the supplier, then we retain ownership of these. Processing or modification will be carried out by the supplier on our behalf. Should the parts reserved for us be processed together other parts which do not belong to us, then we are to acquire partial ownership of the new object in the proportion of the value of our parts to that of the others at the time of processing. Should the mixing take place in the manner that the parts of the supplier are in the majority, then it is agreed that the supplier is to transfer part ownership to us. The supplier acts as custodian of the exclusive ownership or partial ownership for us. Drawings and other documents, jigs and fixtures, models, tools and diverse manufacturing devices which were placed at the supplier's disposal remain our property.

4) It is the responsibility of the supplier to carry out any necessary maintenance or inspection work at his own expense as well as to adequately insure the goods entrusted to him. He should be able to substantiate this to the purchaser on demand.

5) Should the objects placed at the supplier's disposal by the purchaser be modified or converted to a new movable object, then the purchaser is to be regarded as the manufacturer of these items. In the case of a connection or inseparable joint with other objects, then the purchaser is to acquire partial ownership of the new item in relation to the value the objects at the time of connection or joining. Should the connection or joining take place in such a way that the objects from the supplier are to be regarded as the main part, then it is agreed that the supplier is to transfer part ownership to the purchaser, i.e. the supplier is to act as custodian of the partial ownership of the purchaser.

6) Manufacturing aids such as models, samples, tools, templates, moulds, jigs, drawings and similar items which were placed at the disposal of the supplier or manufactured according to our information by the supplier or a third party on his behalf, are not allowed to be sold to a third party, pawned, disposed of or made available or used in any way by a third

party or copied without our written approval. The same applies to objects manufactured with the help of these items which are only to be delivered to us provided that we have not agreed in writing to their alternative use. They are not to be used for any other purpose other than that agreed in the contract. After completion of the contract, the manufacturing aids are to be returned to us in a usable condition without us having to specially request this. They are not allowed to be scrapped. The supplier guarantees to keep the little-known commercial and technical information and documentation of which he has become aware as a result of the business relationship secret and to use it exclusively to supply the delivery and performance commissioned from him. Any sub-suppliers are to be placed under an obligation accordingly. The supplier may only give references or quote the name of the company or purchasers trademark when the latter has given his prior agreement in writing.

7) Tools, moulds, jigs, etc. ordered by us for the purpose of fulfilling an order become our property when they have been procured or manufactured. The supplier is to transfer the ownership, shared ownership and expectancy rights as well as all other miscellaneous rights to us. Handover is thus replaced by the supplier taking care of the objects, marking them as our property and repairing them whenever necessary.

In this case § 690 BGB does not apply. Ownership is also accompanied by the right to allow third parties to use the implements for the manufacture of parts. This is particularly valid when the supplier experiences manufacturing difficulties. Should we at our discretion have to ask the supplier to handover the tools, moulds, jigs, etc. he has no right to withhold the items and must comply with our request without delay. We can also leave the tools, moulds, jigs, etc. in the possession of the supplier as long as he delivers contractual parts on time and to economic prices. The tools are to be used by the supplier for the exclusive manufacture of the goods ordered by us. The supplier is required to insure at his own expense the tools belonging to us at their new value against fire, water, theft, accidental loss or damage. It is the responsibility of the supplier to carry out any necessary maintenance or inspection work in good time at his own expense. He is to notify us of any abnormal occurrences; should he neglect to do this then we are entitled to claim damages. Other claims for damages remain unaffected.

8) We retain all rights to drawings and products manufactured according to our specifications as well as processes developed by us.

9) We are entitled to copy all instructions and documentation from the supplier, process and pass them on to our customers.

10) Should the supplier violate this provision, then we are entitled, without affecting further rights, to withdraw wholly or partially from the contract and claim damages.

XI) Spare parts and supply willingness

1.) The supplier is required to supply spare parts to reasonable conditions for the period of usage to be expected from normal technical equipment, however for at least 10 years after the last delivery of the items concerned.

2.) Should the supplier cease to manufacture the items in question after the expiration of or during the period of time mentioned in Part 1, then the purchaser is to be given the opportunity to place a last order.

XII) Jurisdiction - Place of performance

1) If the supplier is registered in the commercial register, then our place of jurisdiction is the seat of our company; we are however entitled to sue the supplier at the court in his home town. If the supplier is a businessman, then the seat of the purchaser is also the exclusive place of jurisdiction for cheque and bill of exchange proceedings. The same place of jurisdiction applies when the supplier, at the time of the institution of legal proceedings, does not have a general place of jurisdiction in the Federal Republic of Germany. However, the purchaser is entitled to bring a matter before any legally competent court.

2) Should nothing to the contrary have been agreed in the order confirmation, then our place of jurisdiction is also the seat of our company.

3) The law of the Federal Republic of Germany is to apply to all legal matters arising out of or in connection with our orders. UN law is not applicable.

XIII) Invalidation cause

1.) Should any individual provisions in these conditions, delivery contracts or other agreements, be or become invalid or impracticable, this will not affect the validity and liability of the other provisions or contract. The contract partners are required to replace or modify the invalid or impracticable provision with a ruling that is as close as possible in economic purpose to the invalid or impracticable provision in a legally effective and practicable form. The same will also apply when, in the course of execution of the contract, an omission becomes apparent which is in need of rectification. The contract parties are required to augment, change or alter the sense of the ineffective ruling as soon as possible, replace it with a legally effective agreement and/or close the gap in the contract.

2.) Should individual or several provisions of these conditions be impracticable and not able to be made into effective conditions by contract changes or changes of meaning that are as close as possible to the original legal and economic purpose, then the agreed legal provisions are to apply. If there is a gap in the contract which cannot be closed by the contract partners, then it is agreed that the legal provisions are also to apply.



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