

Terms and Conditions

1. Conclusion of the contract

The contract is concluded only after order confirmation ("Acceptance") through the HALEX entity (HALEX – Aldenhoven GmbH or HALEX – Weissenburg GmbH).

2. Protection clause, Legal reservation, Scope of application

(a) Possible terms and conditions of the client still will not become part of the contract, if HALEX not explicitly contradicts them. Something else applies only if the terms and conditions of the client have been recognized expressly and in writing by HALEX for the respective case.

(b) The waiver of HALEX on rights from the agreement or the terms and conditions does not apply as a waiver of the exercise of these rights at any other time.

(c) These terms and conditions apply both to consumers and to business owners, unless any differentiation is made in the respective clause

3. Offers - Offer documents

(a) Our offers to merchants are without obligation as far as the order confirmation does not state otherwise.

(b) We can accept orders and quotations of the client within 2 weeks by sending an order confirmation or by the delivery of the ordered goods.

4. Place of Performance

As far as the contract does not state otherwise, the place of performance and payment is the registered office of HALEX.

5. Due date, Passing of the risk

(a) The agreed purchase price in the order confirmation is payable upon delivery of the sold goods unless otherwise agreed in writing.

(b) If the client is an entrepreneur it is delivery "ex works" unless it is differently stated in the order confirmation.

6. Obligations of the Client

(a) For the execution of the contract the client is obliged to cooperate. In particular he has to provide the necessary profile drawings and the related parameters.

(b) The client warrants that he provides all required assistance in time and free of charge.

(c) The client must bear the cost of any additional expense caused by the fact that work needs to be repeated or may be delayed resulting from deferred, inaccurate or incomplete information or improper acts of cooperation. This also applies for costs in the case of an agreement of a fixed or maximum price.

7. Prices, price adjustment, extraordinary termination right of the client

(a) The agreed price is ex works including packaging. The sales tax at the statutory rate has to be added to the prices if it has not yet been reported.

(b) If the price of the due performance has changed because of a change in market prices or because of an increasing of the charges of required third parties included in the performance the higher price applies. If this is at least 20 percent above the agreed price, the client has the right to withdraw from the contract. This right must be asserted immediately after notification of the increased price.

8. Limitation of Liability

(a) Our liability for contract breaches and other claims for damages is limited to intent and gross negligence.

(b) This does not apply to injury to life, body and health of the client.

(c) Rights, which the contract must guarantee to its content and purpose and imposes obligations to HALEX which facilitates proper performance of the contract in the first place and on the compliance which contractor can trust and rely, in particular the liability for foreseeable and typical contract damages, are also except of the liability limitation of paragraph (a) (the indispensable minimum obligations, so-called "cardinal obligations").

(d) The limitation of liability referred to in paragraphs (a) to (c) applies equally to servants (employees, workers, representatives, other in the frame of the contract authorized persons or companies) of HALEX.

(e) Any further claims, in particular claims for damages, including lost profits or other financial damages of the client, which have not been grossly negligent or intentionally caused by HALEX or one of its agents, are excluded. HALEX therefore accepts in particular no liability for any direct, special or indirect consequential damages, whether arising out of the contract, particularly from a secondary contractual obligation, or for any other (legal) claim.

9. Exemption for liability

As far as claims can be asserted on the occasion of the performance of the contract claims of a third party against HALEX, which is based on a behavior of a person employed by the client, HALEX is exempted by the contracting authority of these claims.

10. Objections against bills of HALEX

(a) The client has to settle the claims of HALEX by bank transfer stating the invoice number and client number to the bank account of HALEX that is specified on the invoice.

(b) Any objections to the invoices must be made in written form within four weeks of receipt of the invoice. Later objections against the respective bills are excluded.

11. Force majeure

(a) The parties do not charge additional costs for delays caused by poor weather conditions or by circumstances to which the contracting parties are not responsible, such as the influence of forces of nature, war, fire, flood or other distress, interventions, priority or prohibitions of governmental bodies. All costs arising therefrom, the parties have to bear each case for themselves.

(b) In the case that HALEX cannot deliver in time as planned because of the above reasons, the

agreed execution times can be extended accordingly.

12. Right to refuse and Special termination right of HALEX

(a) If the client

(i) is involved in legal proceedings concerning its insolvency,
 (ii) makes a settlement or insolvency application,
 (iii) applies for the liquidation,
 (iv) ceases its operations or threatens to suspend or
 (v) if there should be significant doubts about the solvency of the client, (hereinafter "severe impairment") HALEX is notwithstanding its other rights and claims from the contract immediately entitled to submit the performance of the contract at its sole discretion up to a period of more than six months.

(b) In cases of severe impairment the client has to pay all services provided prior to the termination benefits immediately without a waiver of any rights or remedies to HALEX insofar as this is permitted by law.

(c) A severe impairment entitles HALEX immediate termination or to immediate demission from the contract.

13. Copyrights, Ancillary copyrights

(a) All copyrights, shared copyrights, copyrighted rights of use or other, where appropriate, relevant ancillary copyrights to the reports, test results, calculations, plans, diagrams, illustrations, etc. made by HALEX, remain with HALEX.

(b) The client may use the reports, test results, calculations, illustrations etc. which were made during the order only for the purpose which has been agreed.

14. Compensation, Right of retention of the client

(a) The client only has the right to compensation if his counterclaims have been legally established, undisputed or recognized by HALEX.

(b) If the client is an entrepreneur, he is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

15. Limitation

Warranty rights of the client shall expire after one year. The warranty period starts from the acceptance or delivery of the respective service.

16. Confidentiality, data protection, data storage

(a) The contract parties obligate to preserve secrecy about all the proprietary and confidential information and data of which they come to notice during the preparation, execution and performance of this agreement, including the operating and business secrets.

(b) Sensitive or confidential information (in accordance with this agreement all information that is given in writing, orally or in any other way and are

protected by law or otherwise) are confidential. The sensitive or confidential information include in particular know-how, concepts, business plans, patterns, processes, formulas, manufacturing techniques and ideas, product and program specifications, drawings of all kinds, especially engineering drawings, sales and marketing data and marketing plans, information on pricing and costs and other operating and business secrets. Confidential or sensitive information or data (in accordance with this agreement) therefore are all informations which are communicated to the other party, unless the following applies in relation to any information or data in whole or partly:

(i) they were known to the receiving party prior to the transfer;
 (ii) they were already publicly known prior to the release;
 (iii) they got publicly known after disclosure without any involvement of the receiving party, and regardless of any failure by the receiving party, or
 (iv) they have been made available to the receiving party by a third party who is not subject to direct or indirect confidentiality obligation to the other party.

The proof of the existence of these exceptions is to be lead from the one party that refers to the exception.

(c) The contracting parties commit themselves to use the licensed sensitive or confidential informations only for the agreed purpose. The contracting parties have to keep sensitive or confidential informations confidential. In particular this means to protect the sensitive or confidential information from unauthorized access by third parties and not to make them directly or indirectly accessible to others without the prior written consent of the disclosing party or an appropriate authority.

(d) The confidentiality obligation shall continue to apply for five years on the termination of the contractual relationship, even if the agreement should be terminated by notice or special termination or optionally resignation.

(e) If one party requests it, the other party has to hand over the submitted documents after the termination of the contract as far as the other contract party cannot claim a legitimate interest in these documents.

(f) Press releases and informations, in which one party makes a reference to the other, are only permitted with prior written agreement.

(g) From written documents, drawings, plans or other materials that were given to HALEX for inspection that are important for the implementation of the order, transcripts (photocopies) are created for the records of HALEX. These materials will be destroyed after a maximum period of 10 years after completion of the order by HALEX.

17. Invoicing and Payment

(a) Invoicing is usually made after completion of the order. HALEX reserves the right to partial billings.

(b) Client delays payment occurs if an invoice is not settled within 30 days of receipt. Deviating from this agreement requires the written form.

18. Applicable Law

This contract is subject to the German law under exclusion of the UN Sales Convention.

19. Place of Jurisdiction

(a) Exclusive jurisdiction for all disputes in connection with or arising from this contract shall for contracts with merchants, legal entities under public law or with public law special funds be the place of business of HALEX.

(b) This also applies to those persons who moved to a resident outside of Germany after the conclusion of the contract or to persons, who have no general jurisdiction in Germany or whose domicile or habitual residence is not known at the time of action.

20. Contractual amendments, Form of statements

(a) Changes and additions to the contract require the written form. The writing requirement also applies to an agreement on the waiver of the requirement of written form.

(b) The parties consent all changes and additions to the contract to these terms and conditions, if they do not expressly agree otherwise.

21. Continued Validity

(a) These terms and conditions apply to all future orders of the client regardless of whether HALEX in each case refers to them, as far as the respective order is not based on opposing terms and conditions or individual agreements by HALEX.

(b) In particular, for the question of the applicability of the terms and conditions of the client in relation to future contracts clause 2 of these terms and conditions apply.

22. Current account reservation, Extended reservation of title, Pay costs

(a) HALEX reserves the ownership of the goods until fulfillment of all claims against the client, even if the specific goods have already been paid.

(b) In the event of resale / rental of the reserved goods, the client hereby assigns until the satisfaction of all claims of HALEX as security to HALEX all claims from the aforementioned businesses claims against his clients.

(c) In case of processing, transformation or connection of the reserved goods with another matter HALEX acquires immediate ownership of the produced item. It serves as reserved goods.

(d) In case of compulsory enforcement of a third party to the reserved goods, the client shall promptly notify HALEX by handing over the necessary documents for an intervention. This also applies to infringements of any other kind. Regardless of this the client has to inform the third party beforehand of the rights existing to the goods. The client has to bear the costs of an intervention of HALEX, if the third party is unable to reimburse them.

23. Reservation of rights, partial ineffectiveness, regulatory loopholes

(a) The waiver of HALEX on the rights from this agreement shall not apply as a waiver of the exercise of these rights at any other time, unless expressly confirmed in writing against the client.

(b) Should any regulations of our terms and conditions be invalid or become invalid by yet unknown circumstances, the effectiveness of the terms and conditions shall otherwise remain unaffected. The parties shall replace the invalid provision by a valid provision that comes closest to the economic purpose of the invalid provision without violating laws.

Status: May 2014