

Crane Process Flow Technologies GmbH • HEERDTER LOHWEG 63-71 • 40549 DÜSSELDORF • GERMANY

General Terms and Conditions of Sale for Crane Process Flow Technologies GmbH ("Supplier") in conformity with the conditions of the Verband Deutscher Maschinenbauanstalten e.V. (association of German engineering companies), as per March 2002, legalized by the Bundeskartellamt (Federal Cartel Office) under file number B2-117/01

To be used with regard to:

1. a person who is acting in terms of his or her practised commercial or self-employed profession at the time of concluding the contract (entrepreneur);
2. legal persons acting under public law or to public fund assets.

I.

Data Protection

1. Crane, as the Supplier in terms of the following provisions, will take the protection of its ordering Customer's personal data very seriously and will adhere to the provisions of the Federal Data Protection Act.
2. It is absolutely crucial for the Supplier to be protected against bad debts and therefore in terms of § 4 of the Federal Data Protection Act to collect, process and utilise information about the Ordering Party's patterns of behaviour regarding payment, which will emerge from the contractual business relationship between the Supplier and Ordering Party.

In this respect, the Supplier shall be the responsible party in terms of § 3, paragraph 7 of the Federal Data Protection Act.

3. The Supplier is in a contractual relationship with D & B Deutschland GmbH; the latter is a provider of economic information. The data cited in item 2, which provides information about the Ordering Party's payment-related behaviour, will be made available to D & B Deutschland GmbH and other companies in the association of Bisnode Business Information Group, Stockholm/Sweden, by the Supplier in the form of a file exclusively for the purpose of compiling economic information.

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The data and the economic information resulting from this will also be made available by the Supplier to its other affiliated companies (parent, associated and subsidiary companies, etc.).

4. In accordance with § 34 of the Federal Data Protection Act, the Ordering Party has a right to information about the data stored by D & B Deutschland GmbH and the Supplier.
5. The payment data will not be used beyond the legal term for its deletion in compliance with § 35, paragraph 2, no. 4 of the Federal Data Protection Act.

II.

General Provisions

1. All services and supplies of Supplier shall be based on these Terms and Conditions together with any separate contractual agreements made in writing between Supplier and Customer. No purchase terms used or introduced by the Customer shall form any part of the contract between Supplier and Customer.

Save where specifically agreed in writing, a contract shall be deemed concluded by Supplier's written confirmation of the Customer's order.

2. Supplier reserves the ownership and copyright of all samples, costs estimates, drawings and any other similar information (in whatever form or media the same may have been created or provided) and the Customer is not allowed to disclose the same to third parties or to allow any third party to have access to the same. Supplier undertakes not to disclose to third parties any information and documents designated by the Customer as confidential (save where the Customer agrees to such disclosure).

III.

Price and Payment

1. In the absence of any specific agreement in writing between Supplier and the Customer prices shall be ex works inclusive of loading at the works but exclusive of packaging and unloading (plus the statutory amount of VAT if applicable).

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2. In the absence of any specific agreement in writing between Supplier and the Customer, payment for contract values above EUR 10,000.00 shall be made as follows:

1/3 payment on account after receipt of the confirmation of order,
1/3 as soon as customer has been informed that the main parts are ready for shipment,
the remainder within one further month;

and for contract values below EUR 10,000.00: net

within 30 days,

without (in any case) any deduction, counter-claim, set-off, retention or withholding whatsoever.

IV.

Delivery Period, Delayed Delivery

1. Any delivery period or delivery date(s) shall be in accordance with the contract entered into between Supplier and the Customer. Supplier's obligation to comply with any agreed delivery period or date(s) is subject to resolution of all commercial and technical questions between the parties and to the Customer's fulfilment of all obligations incumbent upon the Customer, such as e.g. production of the necessary official certificates or licences or performance of advance or on account payments. If this is not the case, a reasonable extension of the delivery period or delivery date(s) shall take place. This shall not apply in cases where Supplier is responsible for the delay.
2. Compliance with the delivery period or delivery date(s) is subject to correct and timely delivery to Supplier. Supplier shall inform the Customer as soon as possible after it becomes aware that any delay in delivery may occur.
3. The delivery period or delivery date(s) shall be deemed complied with if, prior to the expiry of the delivery period or the delivery date(s), the relevant item has left Supplier's works or if notice has been given that the relevant item is ready for shipment. If and in as far as acceptance has to take place, the date of acceptance, or alternatively the notice of readiness to take delivery, shall be conclusive, except in case of a justified refusal to take

delivery.

4. Where shipment or acceptance of the relevant item are delayed by the Customer or due to any default or omission on the part of the Customer, the costs incurred by Supplier as a result of such delay shall be charged to the Customer (beginning one month after notice of readiness to ship or to take delivery is given to the Customer by Supplier).
5. In the case of any non-compliance with the delivery period or delivery date(s) which is due to force majeure, industrial disputes or other events which are beyond Supplier's control, a reasonable extension of the delivery period or date(s) shall take place. Supplier shall inform the Customer of the beginning and end of such circumstances as soon as possible.
6. The Customer may withdraw from the contract if at any time before delivery it becomes impossible for Supplier to perform the contract. The Customer may also withdraw from the contract if the performance of part of the delivery under a contract becomes impossible and if he has a justified interest in refusing any partial delivery. If this is not the case, the Customer has to pay the contractual price for any partial delivery made. This also applies in any case where Supplier is unable to comply with its obligations. In any other circumstances section VIII. 2. of these Terms and Conditions shall apply.

If the impossibility or inability of Supplier to perform the contract occurs during any period of delayed acceptance or if the Customer is solely or chiefly responsible for the circumstances giving rise to the impossibility or inability, it shall nevertheless be obliged to fully perform its obligations under the relevant contract.

7. If Supplier delays performance of the contract and such delay causes damage to the Customer, the latter shall be entitled to claim a lump-sum compensation for such damage. This compensation amounts to 0.5% per full week of delay subject to an aggregate maximum of 5% of the value of such part of the total delivery that cannot be used in due time or according to the contract as a result of the delay.

If, in accordance with these Terms and Conditions, the Customer fixes a reasonable deadline for performance to Supplier (after the due date) and if this deadline is not observed, the Customer shall be entitled to withdraw from the contract in accordance with the legal provisions of the contract.

Further claims arising from delayed delivery are governed exclusively by section VIII.
2. of these Terms and Conditions.

V.

Passing of Risk and Acceptance

1. The risk of damage to or loss of any delivery item shall pass to the Customer when the delivery item has left the works. This shall also apply in case of partial deliveries and even where Supplier has assumed other obligations under the contract, e.g. shipping expense or delivery to Customer and installation. If and in as far as acceptance has to take place, such acceptance is conclusive as to the passing of risk. Acceptance must be effected immediately at the date of acceptance, alternatively upon Supplier's notice of readiness to take delivery. The Customer shall not be entitled to refuse acceptance in the case of any non-material defect in the goods.
2. If shipment or acceptance are delayed or do not take place due to circumstances which are not the fault of or are otherwise not caused by Supplier, the risk shall pass to the Customer from the day of notice of readiness to ship or to take delivery. Supplier undertakes to maintain, at the Customer's expense, any insurances required by the Customer.
3. Partial deliveries may be made where are acceptable to the Customer.

VI.

Reservation of Title

1. Supplier reserves title to the delivery item until receipt of all payments under the delivery contract. In the case of the Customer's non-compliance with the contract, in particular in case of default in payment, Supplier shall be entitled to take back the purchase item. Supplier's taking back of the purchase item shall not be deemed withdrawal from the contract unless expressly declared as such by Supplier in writing. After the taking back of any purchase item, Supplier shall be entitled to sell it. The sales proceeds (less any

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reasonable costs of selling the item) shall be credited against the Customer's debt owed to Supplier.

2. Supplier shall be entitled to insure the delivery item at the Customer's expense against theft, breakage, fire, water and other damages unless the Customer can prove that it has maintained such insurance itself.
3. The Customer shall not be entitled to pledge the delivery item or to mortgage or charge it to any third party. In the case of pledging or the creation of any other security interest in or over any delivery item in favour of any third party, the Customer shall immediately inform Supplier thereof.
4. The Customer shall be entitled to resell the purchase item in the normal course of business; upon conclusion of the sales contract, however, the Customer shall assign to Supplier all claims owed to it by his customers or by third parties in relation to such resale (whether or not the purchase item was resold without or after processing). The Customer shall be authorized by Supplier to collect such claims after such assignment.

This shall not affect Supplier's right and authority to collect and pursue such claims itself.

However, Supplier undertakes not to collect or pursue such a claim as long as the Customer meets its obligations under all contracts between the Supplier and the Customer, as long as the Customer is not in default of any payment due to Supplier and so long as no bankruptcy, composition or insolvency petition has been filed in relation to the Customer and as long as the Customer does not become insolvent. If any of such circumstances arise or occur, Supplier may require that the Customer informs it of the claims assigned to Supplier pursuant to these Terms and Conditions and of the relevant debtors of the Customer, provides Supplier with all information necessary for collection and pursuit of such claims and debtors, and hands over to Supplier all related documents and informs the Customer's debtors of the assignment.

5. Any processing or transformation of the purchase item by the Customer shall always be undertaken on behalf of Supplier. If the purchase item is processed together with other items which are not owned by Supplier, the Supplier shall acquire co-ownership of the new

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item in the ratio of the value at the time of processing of the purchase item to the other items processed. All of the provisions applicable to the purchase item delivered with reservation of title shall also equally apply to any items created by any such processing or transformation.

6. If the purchase item is inseparably mixed with other items, which are not owned by Supplier, the Supplier shall acquire co-ownership of the new item in the ratio of the value at the time of processing of the purchase item to the other items mixed. If such mixing takes place in such way that the Customer's item has to be seen as the principal item, then it is deemed to be agreed that the Customer shall automatically transfer co-ownership to Supplier of such principal item on a pro rata basis. The Customer shall keep the exclusive property or joint property created as aforesaid in safe custody for Supplier's sole benefit.
7. The Customer shall also assign to Supplier by way of security those claims which are due to the Customer from third parties due to the combination of any purchase item with a piece of land, building or other fixed structure.
8. Supplier undertakes to release, at the Customer's request, any collateral security to which the Supplier is entitled if and in as far as the realizable value of such collateral security exceeds the claim to be secured by more than 10%; the choice of such collateral security to be released lies solely with Supplier.

VII.

Warranty Claims

Supplier shall give the following warranties in relation to any defects of quality and legal imperfections in title affecting its delivery, with any further claims being excluded subject to section VIII. of these Terms and Conditions:

Defects of quality:

1. All parts which appear to be defective due to a circumstance that occurred prior to the passing of risk, shall, at Supplier's option, be remedied or replaced by Supplier free from

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defects. If any such defects are detected, they must be notified to Supplier in writing without delay. Any parts so replaced shall be owned by Supplier.

2. The Customer shall provide Supplier with sufficient time and opportunity to carry out any remedying of defects and/or the provision of replacements which Supplier considers to be necessary; failing this, Supplier shall be discharged from liability for the consequences arising therefrom. Unless remedying or replacement are required urgently because of danger to operating safety or in order to avert disproportionately high damage, in which cases Supplier has to be informed immediately, the Customer shall not be entitled to remedy any such defect itself or to have it remedied by a third party and to claim compensation of the necessary expense from Supplier.
3. If and in as far as the complaint proves to be justified, Supplier shall, with regard to the direct costs incurred by remedying the defect or providing any replacement, be responsible for the costs of the replacement part (including shipment thereof). In addition, all reasonable costs of de-installation and installation as well as the reasonable costs of any required appointment of fitters and auxiliary personnel that might be necessary including travel expenses shall be borne by Supplier (unless this causes a disproportionately high charge to Supplier).
4. The Customer shall be entitled to withdraw from the contract, if Supplier fails (save where it is legally permitted to do so) to comply with a reasonable deadline fixed for it to remedy or replace a defect of quality. In the case of a defect of minor importance,

the Customer shall only be entitled to reduce the contract price. In all other cases, the right to claim any reduction in the contract price is excluded.

Further claims are governed by section VIII. 2. of these Terms and Conditions.

5. In particular, in the following cases, no warranty is given or assumed by Supplier:

Inappropriate or improper use, defective assembly or putting into operation by the Customer or any third party, natural wear and tear, defective or negligent handling, irregular maintenance, inappropriate operating resources or procedures, faulty construction work, unsuitable building ground, chemical, electrochemical or electrical in-

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fluences - unless Supplier is responsible for the same.

6. If the Customer or a third party remedies a defect improperly, Supplier shall not be liable for the consequences arising therefrom.

This also applies to modifications of the delivery item carried out without the prior written consent of Supplier.

Legal imperfections to title:

7. If the use of the delivery item causes an infringement of industrial property rights or domestic copyrights, Supplier shall (at his expense) procure for the Customer the right to further use the delivery item or Supplier shall modify the delivery item in such way that is reasonably acceptable to the Customer so that the infringement of industrial property rights no longer exists.

If this is not possible on reasonable economic conditions or within a reasonable period of time, the Customer shall be entitled to withdraw from the contract (as shall Supplier).

In addition, Supplier shall indemnify the Customer from any valid and/or any final and ascertained claims of any relevant third party proprietors of industrial property rights.

8. In case of infringement of industrial property rights or copyrights, Supplier's obligations as described in section VII. 7. shall be final subject to section VIII. 2..

Supplier's obligations in the case of infringement of industrial property rights or copyrights shall be subject to:

- the Customer informing Supplier without delay of any industrial property rights or copyrights asserted in respect of the delivery item,
- the Customer providing all reasonable support and assistance to Supplier in

defending any such asserted claims and allowing and enabling Supplier to carry out any modification measures pursuant to section VII. 7.,

- Supplier being entitled to the full control and conduct of any defence (including the making or offering of any settlement or compromise),
- the legal imperfection of title is not based on or caused as a result of any instruction or information given by the Customer and that
- the infringement of rights was not caused by the fact that the Customer modified the delivery item without proper authority or used it in a way that is not in accordance with the contract.

VIII.

Liability

1. If the delivery item cannot be used according to the relevant contract due to or as a result of the Supplier's negligence or default or as a result of Supplier's breach or failure to perform any other obligation binding upon it (including service and maintenance instructions for the delivery item), the provisions of sections VII. and VIII. 2. shall apply accordingly, and any and all further claims of the Customer shall be excluded.
2. Supplier shall not be liable (on any grounds whatsoever) for damages, which were not caused to the delivery item itself, save in cases of
 - intent,
 - gross negligence of the owner(s) or senior executives,
 - injury caused to life, body, health,
 - defects fraudulently concealed by Supplier or the absence of which Supplier guaranteed,
 - defects of the delivery item, if and in as far as liability is prescribed according to the *Produkthaftungsgesetz* (German Product Liability Act) for personal injury and damage to privately used property.

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In any case of material default in its contractual obligations, Supplier shall be responsible for the gross negligence of its employees (other than senior executives), and in case of ordinary negligence, Supplier's liability shall be limited in the latter case to reasonably foreseeable damage typical for that kind of contract.

All further claims and liability are excluded.

IX.

Period of Limitation

The period of limitation for claims made by the Customer, which arise directly from defective items, is 12 months. In case of all other damage claims, the statutory periods shall apply. The statutory periods shall also apply to defective delivery items which are used (in accordance with the use for which they were designed) for structural works and which cause damage to such structural works.

X.

Applicable Law, Jurisdiction

1. All legal relations between Supplier and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, which is authoritative for the legal relations existing between two parties. Validity of the UN Convention on Contracts for the International Sale of Goods is excluded.
2. If the parties to the contract are merchants, legal persons of public law or separate property under public law, the competent court at the place where Supplier has its registered office shall have jurisdiction. However, Supplier shall be entitled to file any legal action at the place where the head office of the Customer is located.

Status: July 2009