









**GENERAL TERMS AND CONDITIONS OF PURCHASE** **EFFECTIVE AS OF 17 JUL. 2008**  
**OF GREIF-VELOX MASCHINENFABRIK GMBH** (here also named GV)  
in the course of businesses with enterprises

(2) If GV is held liable by a third party in such regard, the supplier is obligated to indemnify GV upon first written demand from this claim; without consent of the supplier, GV is not entitled to arrange any agreements, particularly not to come to a compromise with the third party.

(3) The indemnity obligation of the supplier shall apply to all expenditures incurred by GV arising out of or in connection with claims of a third party. If a third party demands GV with reference to industrial property rights to not further advertise and/or distribute a respective product, GV is entitled to withdraw from the contract unless the supplier is able to achieve a judicial solution within 30 days or to indemnify GV from any claim resulting from the sale of or the advertising for the respective product. In this case, the supplier has to refund the purchase price within 10 days and to pay for GV's expenses arising from employing their attorneys.

**§ 10 Retention of Title – Workmanship – Tools**

(1) In case we provide parts to the supplier, we reserve the right of ownership. Processing and alteration by the customer will be made for us. If our goods are processed with other goods which are not ours, we shall acquire a co-ownership of the new good in proportion to the value of our goods to the other processed items at the moment of processing, but max. 110 % of the respective open receivable.

(2) If the item provided by us is intrinsically tied to goods not belonging to us, we shall acquire ownership of the new item in proportion to the value of the reserved goods to the other processed items at the time of mixing. If the mixing takes place in such manner that the supplier's item is to be regarded the principal item, it shall be deemed to be agreed that the supplier transfers proportional ownership to us. The supplier shall hold our sole or joint ownership in safe custody.

(3) We reserve proprietary rights to all tools; the supplier is obliged to use the tools only for the manufacture of the ordered goods only. The supplier is obliged to insure our tools for their full replacement value and at its own expense against fire, water and theft damages. The supplier is also obliged to timely perform any necessary maintenance and inspection work at its own expense. The seller must notify us immediately of any possible event of damage or loss. In case of its culpable nondisclosure, claims for damages remain unaffected.

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### **§ 11 Court of Jurisdiction – Place of Fulfillment**

(1) Provided that the supplier is a merchant, the GV business location is the place of jurisdiction; GV is however entitled to sue the supplier also at the court of its domicile. Unless otherwise specified in the order, the business location of GV is the place of fulfillment.

### **§ 11 Applicable Law**

(1) For contract law, the German law applies. The applicability of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is excluded.

(2) Should one of the above provisions be or become invalid, this shall not affect the validity of any of the other provision(s) or of the entire contract. An invalid provision shall be replaced by an arrangement which comes closest to the economically intended.

### **§ 12 Miscellaneous**

(1) All deviations from these Conditions of Purchase are effective only if confirmed in writing by the GV management.