

Terms of Purchase of the EREMA Group of Companies*

1. Validity of the present Terms:

These present Terms of Purchase shall apply, if no special divergent contractual regulation has been agreed upon regarding the same particular content. Such covenants can be made in behalf of EREMA only by the EREMA management or the head of the EREMA purchase department. Terms of Sales or Delivery in contrary to these present Terms are not deemed to be accepted, also not by implied intent, especially also not by having effected any payment, such acceptance shall be herewith expressly excluded.

2. Making of a Contract:

An estimation of costs or expenses as well as provided offers have to be free of charge. Orders shall in general be made in written form, in urgent cases orders can also be emitted by phone or be personally communicated, these are temporarily valid, as long as they are sufficiently definite and have been emitted by the purchase department of EREMA. Within eight days, if possible, a written confirmation made by one of the Parties with the same content shall follow. Expressions of will (offers, acceptances, order confirmations, etc.) have of organisational reasons to be addressed to the purchase department only, to become valid. Suppliers are bound to their offers for at least 2 weeks, if no longer term has been especially granted. Documents of contract partners have to be of definite content, this is why the Commission- and Order number of EREMA, date of order, short sign of ordering person, as well as origin of goods have to be mentioned on all relevant documents and documents have to be provided in requested numbers and in required form, otherwise EREMA can not promise dealing with them within proper time.

3. Payment:

Agreed prices are understood as net prices in EURO, if turn over tax (VAT) applies, it has to be added and separately mentioned in all relevant documents. The ex works purchase price and costs for proper packing, transport insurance, and transportation e.g. CIP/DDP costs have to be listed separately. Prices are understood fixed as far as later price increase (e.g. caused by increase of workers' salaries, energy, or other costs) will not be accepted. Payment becomes due at the earliest after EREMA has received delivery or performance in accordance with the contract. As payment terms are agreed 14 days minus 3% allowance for discount or 60 days without any deduction to be paid on an account, which has to be communicated by the Supplier. Payment day is deemed to be the day when remittance has been effected by EREMA. The course of payment terms starts at the

*The EREMA Group of Companies is consisting of the following legal entities:
EREMA Group GmbH, Unterfeldstrasse 3, 4052 Ansfelden, Austria, FN 321968 h, VAT Reg. No. ATU69250847 / EREMA Engineering Recycling Maschinen und Anlagen Gesellschaft m.b.H., Unterfeldstrasse 3, 4052 Ansfelden, Austria, FN 83762 f, VAT Reg. No. ATU22536003 / 3S Schrecken + Spindeln + Spiralen Bearbeitungsgesellschaft m.b.H., Pühretstrasse 3, 4661 Rotham, Austria, FN 98235 p, VAT Reg. No. MA 022090109 / PureLoop GmbH, Unterfeldstrasse 3, 4052 Ansfelden, Austria, FN 427108 a, VAT Reg. No. ATU69176278 / UMAC GmbH, Unterfeldstrasse 3, 4052 Ansfelden, Austria, FN451490 g, VAT Reg. No. ATU70892527 / EREMA North America, Inc., 23 Old Right Road - Unit #2, MA 01938 Ipswich, USA, federal employer identification no. 043168461 / EREMA Shanghai Import and Export Co., Ltd., Room 1009, Tomson Commercial Building, 710 Dong Fang Road, Pudong, 200122 Shanghai, China, registration no. 310115400298692 / OOO EREMA, Business Park „Rumyancevo“ Building A, entrance 4, 4th floor, office 413A/2/ 22 km of the Kievskoe highway, 142784 Moscow, RUSSIA, registration no. 515746183414 / KEYCYLE GmbH, Unterfeldstrasse 3, 4052 Ansfelden, FN513391 m, UID ATU74595716 /

earliest, after a proper invoice has been received by EREMA. It shall be up to EREMA to pay with discharging and settling effect also before payment becomes due.

4. Time and Place of Delivery and Performance:

Goods or performance are specified in the contract properly. Also slight divergences from the contractual specification will not be accepted, as long as not expressly confirmed by EREMA lateron. All goods have to be delivered conform to all relevant legal regulations, orders of state authorities and applicable norms. Changes, for instance of quality, dimensions or other data, compared with earlier deliveries, are only allowed, if communicated to EREMA and confirmed by EREMA. Delivery has to be received by EREMA at promised time and promised place. In case of delay in delivery EREMA can either insist on performance and claim for compensation of the actually suffered damage caused by late delivery, at least 0,5% of the total contract value for each beginning week of delay, or withdraw from the contract granting reasonable respite and claim for compensation of the damage incurred by relying on the contract. As place of delivery/performance, if not contrary to another agreement, the principal place of business of the Orderer shall be agreed. Deliveries have to be made according to the INCOTERMS in the latest valid version. The EREMA purchase department or the logistic department can choose one transport option. All advises from EREMA for instance regarding packaging, transport and transport insurance have to be respected by the Supplier.

5. Completeness of the Scope of Supply

The Scope of Supply is only considered complete, if a proper manual, operator´s manual including instructions and documentation, and declaration of conformity respectively step-files are included, which are necessary and useful for the intended and contractual use of the delivered goods. All documentation required for the intended use, like delivery notes, fright documents, documents required for customs clearance, movement certificate, Long-term supplier´s declaration with - respectively without - preferential origin and documentation, documentation including parts lists, have to come with the delivery in required form and number.

6. Liability:

The Supplier is responsible for damage compensation following the legal regulations. EREMA will try to notify a defect without undue delay after a defect can be discovered. Even if, because of actual circumstances, no immediate notification will be sent, claims for damage compensation, or claims arising out of warranty, or generally, of non performance, shall not lapse. In most cases only after completion of the plant and after a test run has been carried out, it will be possible to discover a defect.

7. Guaranty:

If not expressly agreed in a different way, the Supplier warrants that goods can be used for the usual- as well as for the ordinary- and the contractually intended purpose and will be free of defects for a period of 12 months from start up and 18 months from delivery of the EREMA plant, also with permanent operation. Place of warranty shall be the actual location of goods.

8. Packaging:

Packing materials become property of the Buyer on Buyer's will only. When sending packaging materials back to the Supplier transport costs and risk will be on Supplier's duty.

9. Jurisdiction, Applicable Law:

Austrian material law shall be applicable excluding its conflict of law rules. The CISG Convention 1980 shall be expressly excluded. All disputes arising from the relation between EREMA and the Supplier shall be finally resolved by litigation at the ordinary court with material competences for the single case, located in Linz, Austria. This shall be an exclusive place of litigation.

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