

**General purchase terms of
HORN Glass Industries AG
and HORN Bau & Service GmbH
(hereinafter referred to as "HORN")**



1 Validity

- 1.1. These general purchase terms are valid for all, also future, orders and their execution. Any differing conditions of a supplier not explicitly recognized by HORN in writing are not binding for HORN notwithstanding the fact that HORN did not explicitly object to them.
- 1.2. Submission of offers shall be free of charge and not binding for HORN. The quotation shall be binding for the supplier for a period of three months. To be firm, the order will have to be placed in writing. Verbal agreements shall be valid upon written confirmation by HORN.
- 1.3. Orders shall immediately be confirmed in writing by the supplier or persons having fullpower of attorney. HORN reserves the right to cancel the order if the order confirmation is not received within 14 days upon receipt of the order, at the latest within four weeks from the date of order placement. An order confirmation will be required also in case of immediate delivery, if the delivery differs from the order.

2 Price

- 2.1. The prices agreed upon are to be understood free place of delivery indicated by HORN including cost for freight and packing as well as additional charges.
- 2.2. In case of unfree delivery HORN shall only bear the cheapest freight costs, unless HORN has prescribed a special kind of shipping.
- 2.3. The prices in the order are maximum prices; Price reduces in the time between order and invoice are in favour of HORN.
- 2.4. By repeating orders for some parts the prices of the first order is valid, is the first order more than 18 month away and the supplier can discover the price increase, a raising price can be agreed in written form
- 2.5. Agreed price lists are valid as long as a new one is agreed between HORN and the supplier. The supplier has to discover what he has done to avoid the price increase.

3 Payment

- 3.1. In the absence of differing agreements or more favourable terms in the conditions of delivery or invoices of the supplier the following terms of payment shall be valid:
The purchase price for deliveries and other performances is to be paid within 14 days with a 4 % discount as well as within 30 days with a 2 % discount and within 60 days net upon receipt of the invoice, however, not before receipt of the goods and in case of performances not before the acceptance thereof, and in case documentations and similar documents are part of the scope of delivery, not before delivery thereof to HORN in conformity with the contract.
- 3.2. Payments are effected by remittance. For a downpayment HORN has the right to get a bank guarantee.
- 3.3. Notwithstanding section 286 clause 3 BGB (Civil Code), delay in payment will not occur without reminder. In case of undue delay in payment the supplier shall be entitled to surcharge a rate of interest which is 5 % more than the base interest rate for the invoice amount.

4 Covenant not to assign

- 4.1. Accounts receivable from HORN shall only be assigned upon written approval by HORN.
- 4.2. Contractual obligations of the supplier may only be performed by third parties commissioned by the supplier upon previous written approval by HORN.

5 Exceptional terms for delivery of a plant/machine:

- The exact contractual obligations for delivery of a plant/machine shall be agreed upon in an individual contract by the contracting parties. The main and additional obligations shall be finalized therein, any rights and duties beyond these shall herewith be explicitly excluded; additionally the following stipulations will be valid:
- 5.1. Assembly and commissioning of machines, plants, devices and modules
 - 5.1.1. Insofar as electrical and mechanical assembly including commissioning of the goods ordered is required these shall be effected completely by the supplier at the place of installation.
 - 5.1.2. The work shall be effected taking into consideration safety precautions in conformity with the regulations of the mutual indemnity associations, the regulations for prevention of accidents and the regulations for fire prevention and protection. The supplier shall provide and bear the cost for the legal insurances for his staff. Furthermore sufficient insurance for the assembly work shall be part of the supplier's performances. The liability for accidents, which will happen to these persons on site, is locked out, as far as they are not intentionally or culpable negligence of our representative in law.
 - 5.1.3. The supplier's scope of delivery and of performances shall include installation of the goods supplied as well as the test run following the installation.
 - 5.1.4. HORN shall continuously make available the future operating personnel as well as the persons in charge of maintenance and repair (shop mechanics, works electricians) during commissioning and until acceptance of the plant in order to ensure appropriate instruction of the personnel.
 - 5.1.5. The unhindered course of assembly and commissioning shall be a prerequisite. In case of delays or interruptions during assembly or commissioning for reasons HORN cannot be held responsible for the cost arising therefrom will be invoiced.
 - 5.2. Acceptance of plant/machine
After the plant has proven to be in working order after the assembly, mutual acceptance of the plant shall be effected. The plant will have to work trouble-free for at least 72 hours under production conditions and all performance parameters will have to be proven; this applies to the warranty for existence of certain qualities in particular, insofar as these were agreed upon.
 - 5.3. Penalty in case of delivery of a plant/machine
If the delivery, the commissioning or the acceptance by HORN is delayed for reasons the supplier who is the contractor is to be held responsible for, the following penalty shall be charged, starting from the agreed date of acceptance: 0.2 % per working day up to max. 5 % of the total order value.
 - 5.3.1. Notwithstanding section 341 clause 3 BGB (Civil Code) – reserve of penalty by the orderer for acceptance/reception of performance – HORN shall be entitled to reserve the penalty which has possibly accrued not already at acceptance but to assert it until the final payment.
 - 5.3.2. This shall apply to the provision "Penalty" only.
 - 5.4. Determination of availability of plant
The supplier shall guarantee HORN availability of the plant amounting to at least 98 % in a 24-hour operation. The plant shall be capable to permit the intended use, i.e. without restriction of product quality and/or additionally required staff and without reduction of production capacity.

6 Deliveries

- 6.1. Dispatch note and invoice: The statements in our orders and command orders are valid. The invoice shall be send twofold with notice to our order number to the adress shown in the order, the invoice shall not sent with the goods. Beware of our dispatch instructions. Cost which are a result of not beware of our dispatch instructions has to be bear by the supplier. The same is valid for higher costs because of a extra transportation. Additional transport insurance has to be agreed between HORN and the supplier in written form otherwise HORN will not pay for it.
- 6.2. Unless agreed otherwise, shipment of the goods ordered shall be effected at the account and risk of the supplier. (refer to 2.1)
- 6.3. In case HORN was exceptionally charged packaging in case of separate agreement, HORN shall return reusable packing unfree and shall deduct the invoiced sum to the full amount.
- 6.4. Damages caused during transport will be at the supplier's account.
- 6.5. In case of delivery by a forwarder only the freight (German Railways Tariff), but not the charge for transport from the railway freight depot shall be paid.
- 6.6. In case of delivery "to the door" the supplier shall bear the transport risk up to the place of receipt.
- 6.7. Partial consignments have to be approved by HORN. Increased delivery or part delivery shall not be permitted without the explicit approval by HORN. In case partial deliveries are not utilizable for HORN, HORN shall be entitled to terminate the entire contract. In such cases assertion of claims for damages shall be excluded.
- 6.8. For deliveries from abroad the supplier shall contact HORN in good time because of customs clearance and importation formalities.
 - 6.8.1. Export control and customs
The supplier shall engage to inform HORN in the supplier's business documents in writing and in detail of any requirements of official permission for (re-)export of the supplier's goods in conformity with German, European, US export and customs regulations concerning the country of origin of the supplier's goods. For this purpose the supplier shall include at least the following information in the supplier's quotations, order confirmations and invoices for the items of merchandise concerned:
 - the export lists according to enclosure AL with regard to the German External Economic Relations Act or comparable list items of pertinent export lists.
 - the EECN (Export Control Classification Number) according to the US Export Administration Regulations (EAR) for all US merchandise
 - the origin of the supplier's goods and of the components of the supplier's goods with regard to trade policy, including technology and software
 - whether the goods were transported through the USA, were produced or stored in the USA or whether they were produced with the aid of US technology
 - the statistical trade code (HS code) of the supplier's goods as well as
 - a contact person at the supplier's company whom HORN may contact in case of any queries.Upon request by HORN the supplier shall engage to give HORN all further foreign trade details with regards to the supplier's goods or components thereof in writing and to inform HORN immediately (before delivery of any goods concerned hereby) of all modifications of the afore-mentioned details in writing.
 - 6.8.2. Import and export regulations/customs
In case of deliveries and performances effected from a EU country outside Germany, the EU turnover tax identification number of such deliveries and performances shall be indicated. Imported goods shall be supplied customs-cleared. The supplier shall be obliged within the framework of the executive order (EG) no. 1207/2001 to make requested declarations and give requested information at the supplier's expense, to allow examinations by the customs authority and to deliver the required official certificates.
- 6.9. A delivery note shall be enclosed with each delivery, stating our order number/project number as well as the designation of the contents according to their nature and quantity.
- 6.10. Delivery of goods shall usually be made in non-returnable packing customary in trade. If returnable packing is used, the supplier shall make the packing available by way of lending. Return shall be made at the supplier's cost and risk. If HORN exceptionally accepts to bear the cost of packing, such costs shall be charged at the supplier's proven self-cost. If HORN orders packing in conformity with the IPPC standard in its current version, the supplier shall attach the necessary identification to the packing and upon request the supplier shall present the documents for inspection.
- 6.11. As for pieces of equipment, a technical description, operating instructions and a list of spare parts shall be supplied in the ordered languages free of charge. In case of software products the obligation to deliver shall be fulfilled only upon delivery of the complete documentation (for system engineering and for the user). For programmes specially designed for HORN, the programme shall additionally be delivered as source format.

7 Delivery periods

- 7.1. Delivery times agreed upon are binding. The delivery times are principally to be understood for arrival of the supplier's consignment at the HORN works, unless a different delivery address has been agreed upon by the parties.
- 7.2. The supplier shall immediately inform HORN in writing of any impending delays of delivery, stating the reasons and the expected duration of such delays; and the supplier shall obtain HORN's decision concerning maintenance of the order. The unreserved acceptance of a delayed delivery or performance shall not include a waiver of claims HORN is entitled to because of delayed delivery/performance. The supplier shall disclose what measures the supplier is taking to minimize the damage arising from delayed delivery. Any possible claims for damages on the part of HORN shall remain unaffected by such measures.
- 7.3. Inspection and check of progress of work:
 - 7.3.1. During manufacture of the ordered items and until delivery thereof, HORN shall be entitled to examine these items with regard to material, manufacturing procedure and other work that serves for achieving the contractual performance at the supplier's works upon previous notification and within the regular business hours. HORN shall also be entitled to request a report concerning the items ordered by HORN, especially with regard to the status of manufacture, any time. In case the examination, inspection or information mentioned in this subclause is not allowed or considerably impeded without an important reason, HORN shall be entitled to terminate the contract. Moreover the supplier shall be obliged to compensate HORN for the entire damage in case of faulty infringement of the obligations stated in this subclause. The supplier's warranty for the items to be supplied by the supplier shall not be affected or excluded because of the examination by HORN.
 - 7.3.2. In case any faults or deviations from the contractual agreements are stated already during the inspection, HORN shall be entitled to request immediate correction thereof. If the supplier does not comply with such request of correction, HORN shall, after setting an appropriate time-limit in connection with the statement that HORN will terminate the contract or decline the delivery after unsuccessful expiration of the time-limit, be entitled to terminate the contract.
- 7.4. If the supplier, who is the contractor, is in delay concerning delivery/performance, HORN shall be entitled to assert damages amounting to 0.2 %, altogether 5 % maximum of the value of the agreed delivery (penalty), for each working day.
- 7.5. HORN reserves assertion of a penalty up to full payment of the purchase price. If the acceptance is after the final payment, than the exact point of time is authoritative. Other legal claims reserve.

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- 7.6. The legal claims in case of delay in delivery shall remain unaffected. In case of industrial dispute in the company, disturbance, force majeure and other unforeseeable and inevitable incidents the party concerned is not responsible for, this party shall be exempted from his obligation of delivery respectively acceptance for the period the disturbance persists and to the extent of its impact. If the disturbance persists for more than one month after the term of delivery originally agreed has expired, each party shall be entitled excluding all other claims to terminate the contract with regard to the quantity concerned by the disturbance of delivery or acceptance. If partial performance has been supplied to HORN, HORN shall be exempted fully or partially from the obligation to accept the partial delivery/performance and HORN shall be entitled to terminate the contract insofar as the delivery or performance is not utilizable any more because of the delay and taking into consideration economic aspects. In such case assertion of claims for damages shall be excluded.
- 8 Warranty**
- 8.1. The supplier warrants that his deliveries and performances are state-of-the-art and comply with the warranties and standards agreed under this contract as well as with the safety regulations, industrial safety legislation, regulations for prevention of accidents and other regulations.
- 8.2. Upon receipt the goods shall be inspected for quality and completeness to the extent acceptable for and technically feasible by HORN. For notification of apparent defects as well as of lack of warranties for the existence of certain qualities a term of 5 working days upon receipt of the goods at the HORN works shall be valid. In case of chain-of-delivery business this term shall be 5 days upon receipt of the goods at the works of the subpurchaser of HORN. In case the supplied goods are plants or machines with multiple functions this term shall be extended to 14 days. By acknowledging receipt of items of delivery or by accepting or approving of drawings HORN shall not waive any warranty claims or other rights.
- 8.3. Notification of hidden defects or of lack of warranties shall be permissible for up to expiration of one week after discovery of this defect by HORN or by the subpurchaser of HORN. For foreign business this term shall be two weeks.
- 8.4. If a merchandise is found to be faulty or if it lacks the warranty for the existence of certain qualities, HORN shall be entitled at their discretion to subsequent improvement or replacement as well as to reimbursement for the expenditure required. If the supplier does not effect subsequent improvement or replacement upon the corresponding request by HORN within an appropriate extension of the original term – three days maximum unless agreed otherwise in the contract – or if the supplier effects subsequent improvement or replacement insufficiently, HORN shall be entitled to have the defects repaired at the supplier's expense or to purchase goods in replacement at the supplier's expense. In case HORN returns faulty goods to the supplier at the supplier's expense, HORN shall be entitled to recharge the invoice amount plus 5 % of the price of the faulty goods as standard allowance for expenses to the supplier. HORN reserves the presentation of evidence of higher expenses. Presenting evidence of lower expenses or no expenses shall be left up to the supplier.
- 8.5. The warranty period is 24 months, for buildings it is five (5) years, starting from orderly acceptance. The same applies to subsequent deliveries within the supplier's warranty. This warranty period does not depend upon the operating times.
- 8.6. For goods resold by HORN the warranty period begins from commissioning or the final technical acceptance by the subpurchasers of HORN.
- 8.7. By way of provisional performance, the supplier shall already now assign all claims to HORN he is entitled to with regard to his supplier because of and in connection with the delivery of defective goods or such goods lacking the warranties for the existence of certain qualities. The supplier shall make available to HORN all documents required for assertion of such claims.
- 8.8. In case a plant is delivered it will have to be designed in such way that it complies with the valid regulations of the German authorities and of the supervising authorities concerning EU regulations, machinery safety regulations, regulations for prevention of accidents, VDE regulations, noise protection and air protection regulations (TA Lärm and TA Luft) as well as the Federal Pollution Control Act.
- 8.9. Upon request, the supplier shall be obliged to immediately repair free of charge all damages or defects occurring during the warranty period, lack of warranty for the existence of certain qualities being part thereof.
- 8.10. In case HORN has to effect small repairs at the plant at short term after acceptance for reasons of production, for mitigation of loss, for avoiding safety hazards at HORN's or the customer's of HORN, HORN shall be entitled to effect such measures without previous coordination with the supplier. The warranty duties of the supplier shall not be affected by this in any way. In such case HORN shall immediately notify the supplier of the measures which had become necessary and the cost accrued, since this will be borne by the supplier in case of warranty.
- 8.11. The running of time for the warranty period shall be suspended for the time between notification of the defect and the elimination thereof. For replaced or subsequently improved parts the warranty period shall restart upon achievement of the faultless serviceability of the delivery in conformity with the contract.
- 9 Exclusion of liability**
- 9.1. Claims for damages because of breach of duty or illicit act shall be excluded insofar as the damage was not caused by wilful act or gross negligence. In case of breach of essential contractual obligations HORN shall be liable also in case of slight negligence; in such case, however, the liability of HORN with regard to a contractor shall be restricted to compensation for foreseeable, typically occurring damage. This shall be valid to the same extent for persons employed in performing an obligation or vicarious agents.
- 9.2. This limitation of liability shall not apply to fatal and physical injuries and injury to health.
- 10 Product liability**
- 10.1. If HORN is held liable with regard to product liability according to German or another law, the supplier shall engage to exempt HORN from claims for damages insofar as the cause of the damage occurred in his territory and organizational domain. The supplier's liability in conformity with the contract remains unaffected.
- 10.2. The supplier shall be liable for measures for advertising of damage, e.g. recall operations etc. insofar as he is legally obliged.
- 10.3. In case HORN intends to hold the supplier liable in conformity with the provisions above, HORN shall immediately notify the supplier thereof. HORN shall give the supplier the opportunity to examine the damage and to come to an agreement with HORN concerning the steps to be taken, e.g. settlement negotiations.
- 10.4. Upon request the supplier shall prove to HORN the existence of liability insurance, the amount insured being EUR 5,000,000.00 for property damage, physical injury and property loss.
- 11 Transfer of title**
- 11.1. As for delivery of a plant, machine etc. the owner's title to the plant shall unrestrictedly be transferred to HORN upon payment of 50 % of the total invoice amount, the extended forms of current account reservation and of extended group reservation of ownership not being valid correspondingly.
- 11.2. Insofar as titles to the plant of third parties are existing, the supplier shall be responsible that such titles will be discharged at the moment of transfer of title.
- 11.3. A reservation of title by the supplier shall only be an integral part of the contract, if the reservation of title will be discharged upon payment of the agreed price for the reserved merchandise and HORN will be entitled to resell and to process it in ordinary course of business (so-called extended reservation of title). A further reaching reservation of title with regard to HORN is invalid.
- 11.4. If HORN makes parts available to the supplier, this supplied merchandise shall remain property of HORN (reserved merchandise) until all claims will have completed HORN is entitled to within the trading relation including future claims, also from contracts which were concluded simultaneously or later. The supplier shall engage to store the goods he was supplied by HORN only clearly separated from his other stock and to attach a visible indication of the persisting owner's title of HORN to the goods.
- 11.5. Treatment and processing of the reserved goods by a contractor shall be effected for HORN as manufacturer in the meaning of section 950 BGB (Civil Code) without obliging HORN. The treated and processed goods are considered to be reserved goods in the meaning of these conditions.
- 11.6. In case of processing, adjunction and intermixture of the reserved goods with other goods by the supplier, who is a contractor, HORN is entitled to co-ownership to the new merchandise in proportion of the invoice value of the reserved goods (final invoiced amount including V.A.T.) to the invoice value of the other goods. In case the title of HORN to the goods is discharged because of intermixture, adjunction or processing, the supplier shall already now transfer the rights of ownership and expectancies he is entitled to for the new stock or the merchandise to HORN to the extent of the invoice value of the reserved goods; in case of processing in proportion of the invoice value of the reserved goods to the invoice value of the other goods used; and the supplier shall store the new stock or the merchandise for HORN free of charge. Co-ownership rights of HORN are considered as reserved goods in the meaning of these conditions.
- 11.7. In case of faulty breach of important contractual obligations, particularly in case of delay in payment, HORN shall be entitled, if the conditions for terminating the contract are fulfilled, to take the goods back, to enter the supplier's premises, if necessary, and to confiscate the goods. Moreover HORN shall be entitled to forbid processing of the goods supplied. Taking back the good by HORN represents termination of the contract. In case of levy of execution by third parties the supplier shall immediately inform HORN in writing, in case of impending danger also by other suitable means of communication as fast as possible.
- 11.8. The supplier shall not be entitled to resell the reserved goods. Using the reserved goods for performing contracts for services and contracts for work done and materials supplied shall also be considered as resale.
- 11.9. Upon the supplier's request, HORN shall engage to release the securities HORN is entitled to insofar as the liquidated value of the securities exceeds the claims to be secured by more than 10 %; selection of the securities to be released shall be incumbent upon HORN.
- 11.10. If the purchased goods are temporarily stored with the supplier (storage business), the title of ownership shall be transferred upon signature of the purchase contract. In such case the real transfer shall be replaced by a possessory agreement acc. to section 930 BGB (Civil Code) legally founded within the obligatory contract between the parties. In such case the supplier shall provide for sufficient insurance cover against deterioration and loss of the delivery item. The delivery item shall be marked as possession for another and shall be stored separately from the supplier's goods in order not to endanger its condition. Unless agreed otherwise, HORN shall not be charged for storing.
- 12 Supplier's statements**
- 12.1. The obligation to make supplier's statements according to VO/EG 1207/01 shall be an integral part of any contracts materialized in conformity with the present terms of purchase. In case long-term supplier's statements are used, any modifications of the qualities of origin shall be notified to HORN immediately with the respective order confirmation without request.
- 12.2. In case supplier's statements prove to irrelevant or faulty and HORN is therefore or for other reasons placed under the obligation to present an information sheet INF4 by customs authorities, the supplier shall be obliged upon request to make immediately available to HORN faultless and complete information sheets INF4 officially certified by the customs authorities on the origin of the goods.
- 12.3. In case HORN or any customers of HORN are charged subsequently by a customs authority because of faulty certificates of origin of HORN's or the customers' own or in case HORN or any customers of HORN incur other pecuniary loss for that reason and the fault is caused by an incorrect indication of origin by the supplier, the supplier shall be liable hereof in full.
- 13 Additional agreements**
- 13.1. Other additional agreements shall become integral part of the contract exclusively in case of explicit agreement.
- 13.2. Additional verbal agreements including contracting out the written form require the written form to become effective.
- 14 Infringement of industrial property rights of third parties**
- 14.1. Based on his careful examination, the supplier shall explicitly confirm that he does not know of any incriminatory rights of third parties at the moment of conclusion of contract, which interfere with the subject of the contract. Due to this warranty of title, the supplier shall engage to transfer the matter of purchase to HORN exempt from any rights of third parties.
- 14.2. In case one of the contracting parties acquires knowledge of rights of third parties at a moment after conclusion of the contract, which the supplier should after careful examination have been aware of at the moment of conclusion of the contract and which probably constitute legal imperfection of title of the subject of contract, this party shall immediately notify the other contracting party thereof. In such case the contracting parties shall agree on concerted action. In such case the supplier shall immediately and to the best of his ability try to eliminate such rights by objection or nullity suit or to obtain the right of use and enjoyment of such rights transferable to and free of charge for HORN.
- 15 Secrecy**
- 15.1. Tools, models, drawings and other documents made available by HORN or produced for HORN may only be used for performance of orders by HORN.
- 15.2. The transmission of products as well as of all documents and notes established during execution to third parties respectively publication thereof requires the previous written consent by HORN.
- 15.3. Establishment as well as processing and treatment of such tools, models, drawings and other documents which the supplier makes for execution of the order shall be made for HORN as manufacturer with the consequence that HORN shall acquire ownership thereof.
- 15.4. The supplier shall engage to keep absolute silence and secrecy concerning all observations and perceptions as well as concerning the negotiations and design discussions for the plants ordered. The supplier shall impose the same obligation on all persons acting in connection with this order. The same obligation shall be imposed on subcontractors possibly employed.
- 16 Applicable law**
- 16.1. Any other generally binding regulations are explicitly and categorically excluded. In addition to these general terms of business, the following regulations and laws are valid in the following ranking: Commercial Code, Civil Code in their respective versions.
- 16.2. The stipulations of the Act on international purchase of tangibles as well as on conclusion of international purchase contracts (CISG) for tangibles herewith are explicitly excluded.
- 17 Social responsibility and environmental protection**
- The supplier shall engage to comply with the respective legal regulations for dealing with staff, for environmental protection and for safety at work and to strive for minimizing any detrimental effects on humans and the environment because of the supplier's activities.
- For this purpose the supplier shall set up and advance a management system according to ISO 14001 within the supplier's bounds of possibility. Moreover the supplier shall comply with the principles of the Global Compact Initiative of the United Nations. These mainly concern protection of the international human rights, the right to collective wage agreements, the abolition of forced labour and child labour, the elimination of discrimination with regard to hiring and employment of labour, the responsibility for the environment and the prevention of corruption.

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18 General terms

- 18.1. The chief superintendent engineer respectively the person employed in performing an obligation and responsible for execution of this order will be communicated to HORN in writing before beginning of the work.
- 18.2. The work shall be executed taking into consideration the safety precautions in conformity with the regulations of the mutual indemnity associations and of the trade inspection.
- 18.3. The supplier shall instruct his personnel that these regulations are to be observed imperatively at the respective site of execution at the HORN works respectively in connection with this order.
- 18.4. Moreover the supplier shall take care that his staff will not enter the factory installations outside the working area without authorization.

19 Place of performance and place of jurisdiction

- 19.1. Unless agreed otherwise, the place of performance for delivery is Plößberg, being the registered seat of HORN.
- 19.2. Within the scope of section 38 Code of Civil Procedure, Weiden is the place of jurisdiction for all litigations arising from the contract, notwithstanding the right of HORN to file a suit at another place of jurisdiction which is legally admissible.
- 19.3. This also applies to proceedings restricted to documentary evidence, summary bill-enforcement procedures and cheque proceedings.

20 Final provisions

- 20.1. In case agreements of the contract concluded become partially or entirely ineffective, residual validity shall not be affected. The contracting parties shall engage in such case to replace the ineffective agreement by such agreement closest to the intended purpose of the contract. The same shall apply in case of gaps in the provisions requiring settlement.
- 20.2. The rights of the supplier arising from the contracts concluded with HORN shall not be assignable.
- 20.3. The supplier fully agrees with all provisions of the contract in their contents.

HORN Glass Industries AG, Bergstraße2, D 95703 Plößberg
Tel:+49(0)9636/92040
Fax:+49(0)9636/920410
Email: info@hornglas.de
Internet: www.hornglas.de

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