

Terms and conditions of purchase of SCHROTH Safety Products GmbH

I. General provisions, applicability

1. All offers submitted by the Supplier or Vendor (hereinafter referred to as the "Supplier") and orders placed by SCHROTH Safety Products GmbH (hereinafter referred to as the "Customer") shall be governed solely by these standard terms and conditions of purchase. Any standard terms and conditions which the Supplier may have and which are inconsistent with or contradict these standard terms and conditions of purchase shall be deemed void notwithstanding the Customer's failure to expressly reject them in individual cases.

2. Notwithstanding acceptance by the Customer of the Supplier's delivery free of any reservations, this shall not be deemed to constitute any undertaking on the Customer's part to be bound by the Supplier's standard terms and conditions of business. Any provisions which are inconsistent with the Customer's standard terms and conditions of purchase shall apply only subject to prior written agreement between the Parties.

II. Submission of offers and orders

1. The Supplier shall be bound by all offers which it submits to the Customer, it being agreed that such offers, drawings, plans and the like shall be provided at no expense to the Customer.

The Supplier shall be bound by its offer for a period of six months, starting on the date on which the offer is received by the Customer.

Orders, particularly those placed orally or over the telephone (or by email or fax), shall not be binding on the Customer until it has confirmed them in writing. This shall not prejudice any individual agreements to the contrary.

If orders are placed electronically, they shall be deemed to be binding notwithstanding the absence of any signature. Orders shall be acknowledged in writing by the Supplier within one week of the date of order, failing which the Supplier may retract the order.

Compliance with this period shall be determined by reference to the date of receipt by the Customer of the written acknowledgement.

Any quantity shortfall/surplus (+/- 5%) compared with the order, deviations in the quality or any other changes shall not be deemed to have been accepted unless they are acknowledged in writing by the Customer.

2. Any drawings or tolerances specified by the Customer in individual cases shall be binding except if execution is rendered technically impossible as a result, in which case the Supplier shall notify the Customer immediately.

Upon accepting the order, the Supplier shall be deemed to have confirmed that it has examined the order documentation and is therefore aware of the type of execution required and the scope of services to be provided. The Customer shall not be bound by any obvious errors, misspellings or miscalculations in the documents and drawings which it provides. The Supplier undertakes to inform the Customer of any such errors so that the order can be duly corrected. This shall also apply if any documents are missing.

The Supplier shall be liable for any delays resulting from any failure to comply with these provisions.

3. Notwithstanding production in accordance with the Customer's specifications, the Supplier shall check to determine whether the technical specifications underlying the order match the documents which have been submitted to it. The Customer shall be under no obligation to accept delivery of goods which do not match the order.

As a matter of principle, deliveries shall not be accepted ahead of schedule. If an order does not include any stipulations with respect to the delivery period, it shall be executed immediately after the contract is entered into in the absence of any specific agreement to the contrary in text form. The same shall also apply to orders based on either a directory of goods and services provided by the Supplier notwithstanding the fact that it may contain different delivery periods. Any alternative delivery periods stated by the Supplier shall be binding only if expressly confirmed by the Customer in writing. The agreed delivery periods shall be deemed to commence on the day on which the order is received.

If the Customer provides the Supplier with any materials for the purpose of executing the order, the latter shall perform a corresponding examination in accordance with Section 377 of the German Commercial Code.

In cases in which the Customer contributes services or items of its own in the execution of the order by the Supplier, the Supplier shall examine these immediately to satisfy itself that they are in proper working order, are available in the agreed volume and do not exhibit any discernible faults (absence of any damage arising during transportation etc.).

The examination shall be conducted immediately after the acceptance of delivery of the services or items in question. The provision of such services or items shall not prejudice the Supplier's warranty undertakings.

4. The Supplier undertakes to obtain in advance all approvals required for the execution of the order.

III. Prices and terms of payment

1. The prices stated in orders shall be binding and quoted carriage paid including all ancillary costs such as packaging, insurance etc. In the absence of any agreement to the contrary, the Supplier shall be liable for arranging insurance cover up until receipt of the goods.

Value added tax at the prevailing rate shall be itemised separately in all offers and invoices.

To the extent that it is agreed that the prices do not include packaging and no express provision is made for the remuneration of the packaging - other than in cases in which it is furnished on loan - it shall be charged at verifiable cost. At the Customer's request, the Supplier shall take back the packaging at its own expense.

2. If the Customer is unable to accept delivery on account of circumstances beyond its control, labour disputes, any disruptions in operations for reasons beyond its control and any other unavoidable circumstances, the Supplier's entitlement to receive consideration or compensation shall be excluded to the extent that the Customer was not or could not reasonably be assumed to be aware of such circumstances. In this case, the Supplier shall store the goods at its own expense and for its own risk pending acceptance of delivery by the Customer.

3. In the absence of any agreement to the contrary, the Customer shall settle the invoice within 14 days subject to 3% cash discount, within 30 days subject to 2% cash discount or within 60 days net after receipt of the invoice and subject to due and proper receipt of the goods ordered.

Part deliveries, including those which by way of exception have been expressly agreed to, shall not cause the cash discount period to commence. The Customer shall be deemed to have honoured its payment obligations provided that the payment instructions are submitted to its bank within the requisite period.

4. The Customer shall be entitled to exercise netting and retention rights to the extent permitted by law. The Supplier may only net any counterclaims held provided that these have been upheld in a court of law, are not disputed or have been acknowledged by the Customer. The Supplier may also exercise a right of retention to the extent permitted by law provided that its counterclaim stems from the same contractual relationship.

5. All order confirmations, delivery papers and invoices shall quote the order number, the article number, the storage order number (where available), delivery volume and delivery address. If any of these details are missing, as a result of which processing by the Customer as part of its normal business operations is delayed, the payment periods referred to in Paragraph 3 shall be extended by an amount of time equaling such the duration of such delay.

6. The sequence in which items are listed in the offer shall be retained in the invoice. In addition, the invoice shall include all details required for tax and customs purposes. Pending receipt of an invoice satisfying these requirements, the Customer hereby asserts a right of retention with respect to the payment due to the Supplier.

7. If the Supplier's goods form part of an order execution for a customer which is subject to public price reviews, the Supplier guarantees that the prices and fees calculated at cost satisfy public-sector pricing requirements. The Supplier consents to the prices being reviewed by public-sector bodies.

IV. Delivery and delivery periods

1. (1) The delivery period quoted in the order (delivery date or period) shall be binding.

2. The Supplier undertakes to execute delivery within the period stated in the order. The delivery date shall be deemed to have been complied with if the goods are received by the Customer at the delivery address stipulated. Any additional costs incurred in complying with a delivery date shall be for the Supplier's account. Partial deliveries shall be permitted only if agreed in writing, failing which the Customer may refuse delivery.

3. If delays are expected despite the agreed delivery period, the Supplier shall notify the Customer immediately either orally or by telephone and additionally in writing and obtain its decision as to whether execution of the order is to continue. Notification of an expected delay in delivery shall not be deemed to modify any delivery date which has been agreed. Unqualified acceptance of a delayed delivery shall not be construed as a waiver of any remedies available to the Customer as a result of the delay in the delivery of goods or provision of services. If the goods are not delivered or the services not provided by the delivery date or within reasonable additional time granted by the Customer, the Customer may at its discretion rescind the contract and/or recover compensation on account of non-performance. In addition, the Supplier shall reimburse the Customer for all additional expense incurred by the latter as a result of the delay in the delivery of goods or provision of services. This shall not prejudice any remedies available to the Customer at law.

4. If the Supplier is in default of Section 286 of the German Civil Code, the Customer may impose a contractual penalty equaling 0.5% of the gross order value for every full calendar week of default provided that this does not exceed a total of 5% of the gross order value. The Customer may recover this contractual penalty in addition to asserting its claims to performance. Any contractual penalty paid shall be applied towards the Customer's entitlement to recover compensation. This shall not prejudice any other remedies available to the Customer.

5. If the Supplier is unable to comply with a delivery date due to circumstances beyond its control, it shall notify the Customer without delay. In this case, the Customer may extend the delivery period or, if its interest in receiving the delivery is materially reduced, rescind all or part of the contract or request a price concession.

6. This shall not operate to restrict the provisions contained in Section 376 of the German Commercial Code governing transactions to be performed at a fixed point in time.

7. The Customer shall not be under any obligation to accept delivery prior to the delivery date.

8. The goods shall be fitted with clearly discernible labels stating the article number and date; the dispatch papers shall be enclosed with the delivery. The separation of batches per packing unit has to be ensured and to be documented on the shipping documents.

9. As a manufacturer, the Customer is particularly dependent on timely deliveries. The absence of even only a minor part or necessary product may cause considerable production and delivery delays, thus resulting in loss far exceeding the order value.

V. Acceptance

1. The Customer shall only be under any obligation to accept delivery of the goods provided that their specifications and quality match the requirements stipulated by it or a sample approved by it.

2. Tool testing certificates shall reach the Customer concurrently with the delivery or sent without delay.

3. The Customer may reject deliveries which are inconsistent with the delivery periods and scope agreed. Any costs resulting from this shall be for the Supplier's account.

4. Goods can only be accepted if they match the stipulations recorded in our order or a separate letter sent to the Supplier.

VI. Transfer of risk and ownership

1. The goods shall be delivered and shipped to the delivery address stipulated by the Customer at the Supplier's expense and risk.

The Supplier undertakes to deliver the goods to the delivery address stipulated by the Customer, which shall also be deemed to constitute the place of fulfillment, at its

own expense and free of any freight or other costs. Risk shall not pass to the Customer until the goods have reached their agreed destination as specified by the Customer notwithstanding the fact that it may have been agreed that the goods are to be dispatched.

This shall not prejudice the statutory provisions governing the transfer of risk.

2. The Customer shall accept only simple retention of ownership rights by the Supplier. It rejects extended and prolonged retained ownership rights. Ownership rights in the goods supplied shall pass from the Supplier to the Customer no later than upon payment of the purchase price.

3. The Customer may blend, process and combine goods which are subject to the Supplier's retained ownership rights and also resell them as part of its normal business activities.

VII. Warranty

1. The Supplier warrants and represents that the goods supplied are consistent with those offered.

If goods are ordered and delivered on the basis of samples or patterns, the properties and specifications of such samples or patterns shall be deemed to be constituent elements.

2. In particular, the Supplier warrants and represents that the goods which it supplies and the services which it provides incorporate acknowledged technical rules, statutory safety and other regulations, agreed technical, chemical and physical data as well as any other properties agreed upon or arising from any other statements made by the Supplier or a vendor other than the Supplier. Generally acknowledged standards, including but not limited to DIN, ISO, VDI, VDE etc. shall be observed unless more stringent requirements arise from prior art, the disclosed place at which the goods and services are to be utilised or the purpose for which they are to be utilised or any other specifications stated by the Customer. This shall not prejudice any further warranty obligations imposed on the Supplier by contract or law.

3. The Customer shall inspect incoming goods only to determine quantities, type of goods, clearly discernible signs of any external damage to packaging and discernible external errors in the goods themselves. A complaint shall be deemed to have been served in time if it is submitted within a period of seven work days after receipt of the goods or, in the case of hidden faults, upon discovery of the fault.

4. Statutory warranty claims shall be available to the Customer in full; in any case, the Customer may at its own discretion request that the damage be remedied or that replacement goods be delivered by the Supplier. The Customer may rescind the contract with respect to the goods exhibiting faults or with respect to the entire delivery. This shall not prejudice any other rights available to the Customer for the recovery of compensation.

5. In urgent cases or if the Supplier is in default of discharging its obligations under the warranty, the Customer may repair the goods itself or arrange for them to be repaired or obtain replacement goods, in all cases for the Supplier's account.

6. The warranty period shall be 36 months starting with the receipt of delivery.

7. The Customer may return the goods which are the subject of a complaint carriage forward. If the date on which risk was transferred is no more than six months in the past, it shall be assumed that any fault discovered was already in existence as of the date on which risk was transferred.

8. All claims asserted by the Supplier against the Customer for fulfillment and compensation shall be barred upon the passage of the standard time-bar period of 24 months. This shall not prejudice the provisions contained in Sections 196 and 197 of the German Civil Code.

9. The provisions in Paragraph 8 shall not apply if the Customer's liability is due to wilful misconduct, fraud or gross negligence. Similarly, they shall not apply to any claims asserted against the Customer under product liability legislation or claims to damages asserted against the Customer in connection with bodily injury, death, health impairment or false imprisonment. In this case, liability and time bars shall be governed by the relevant statutory provisions.

10. Upon receipt by the Supplier of the Customer's written complaint, the time bar for warranty claims shall be suspended.

Upon the delivery of replacements and execution of repairs, the warranty period shall commence again for the replaced or repaired parts unless in the light of the Supplier's conduct the Customer could reasonably assume that the former did not consider itself to have any obligation to take such measures but has delivered replacements and/or executed repairs only out of good will or for similar reasons.

11. If non-compliant performance of its duties by the Supplier is due to non-compliant performance on the part of any of Supplier's subcontractors or prior suppliers, the Supplier shall assign to the Customer any warranty claims which it holds against such subcontractors or prior supplier as well claims to damages on account of liability under the law of torts arising from such non-compliance. Such assignment shall serve the purpose of securing the Customer's warranty claims against the Supplier. This assignment shall not constitute settlement of the claims held by the Customer against the Supplier. The Supplier shall support the Customer to the best of its abilities in maintaining and asserting these claims and permit the Customer to assert them. The Customer shall be authorised and obliged to assert the claims against the prior suppliers and subcontractors concerned on its own behalf and for its own account until such time as the Customer discloses the assignment. Upon the settlement of the warranty claims held by the Customer against the Supplier, the Customer shall re-assign to the Supplier the claims which it holds against its prior suppliers and subcontractors. If the warranty claims held by the Customer are over-secured by more than 20%, it shall at the Supplier's request reassign to it that part of the warranty claims exceeding 120% of the amount owing.

VIII. Third-party property rights

1. The Supplier shall be responsible for ensuring that its delivery to the Customer does not breach any third-party patent or property rights within the Federal Republic of Germany or, provided that the Supplier has been duly notified, within the country of destination of the goods delivered. The Supplier shall hold the Customer harmless against all claims asserted under such property rights. The Supplier's duty to hold the Customer harmless shall include all liability, including but not limited to claims for damages, incurred by the Customer as a result of or in connection with claims asserted by a third party.

2. Upon the delivery of any work subject to copyright, the Supplier shall grant the Customer a simple unrestricted right of utilisation covering all types of utilisation.

IX. Product liability

Without prejudice to any other remedies available to the Customer, the following shall apply in connection with product liability:

1. The Supplier shall be liable for all claims asserted by third parties on account of bodily injury or damage to property attributable to any non-compliant products which it supplies and undertakes to hold the Customer harmless from all such claims. In the case of liability for which fault must be established, this shall apply only if the Seller can be proved to have been at fault. If the cause of the loss falls within the Supplier's responsibility, it shall therefore have the onus of proof to show that it was not at fault.

2. In this connection, the Supplier shall also reimburse the Customer for any costs arising from or in connection with a factory recall implemented by the Customer. As far as possible and reasonable in the light of the individual circumstances, the Customer shall inform the Supplier of such actions and provide it with an opportunity to comment on these.

All legal costs incurred in this connection shall also be for the Supplier's account.

The Supplier shall be under an obligation to assist the Customer.

3. The Supplier undertakes to effect at its own expense product liability insurance providing for a sum insured of at least EUR 2.5 million. On request, it shall furnish the Customer with a copy of the liability insurance policy at any time.

4. The Customer reminds the Supplier that the parts which it delivers may also be integrated in aircraft and space vehicles and therefore recommends separate liability cover for this segment.

X. Models and drawings

1. In the absence of any agreement to the contrary, the models, samples and drawings with which the Supplier is

provided shall remain the Customer's property. They may not be made available to any third parties or used for any other purpose. Upon the termination of the contract or business relationship, they shall be automatically returned to the Customer without delay.

2. Tools, facilities and any other objects which are fabricated or acquired by the Supplier at the Customer's expense shall enter the Customer's ownership upon acquisition. They shall be stored carefully and maintained and replaced by the Supplier at no expense to the Customer such that they are available for use at all times.

The Supplier shall take out fire, water and theft insurance at its own expense to cover these tools and facilities in an amount equalling their replacement value. The Supplier hereby assigns to the Customer any claims for indemnification accruing to it under such insurance cover.

3. Tools, facilities and models, with which the Customer furnishes the Supplier, which are fabricated for the purpose of performance of the contract and for which the Supplier invoices the Customer separately, shall remain or become the Customer's property. The Supplier shall designate them clearly as being the Customer's property, treat them carefully, protect them from any form of damage and use them solely for the purposes of performing the contract. In the absence of any agreement to the contrary, the Parties shall each contribute half to the cost of maintaining and repairing these items. However, if such costs arise as a result of defects in any items fabricated by the Supplier or as a result of improper use by the Supplier, its employees or any other agents, they shall be solely for the Supplier's account. The Supplier shall immediately notify the Customer of any damage - other than that of a minor nature - to these items. On request, it shall relinquish these items to the Customer in due and proper condition if they are no longer required by it in the performance of the contracts entered into with the Supplier.

4. The Customer reserves all ownership rights and copyright to the orders which it places as well as the drawings, diagrams, calculations, descriptions and other documents which it submits to the Supplier. Except with the Customer's express consent, the Supplier may not make them available or disclose them to third parties, use them itself or allow any third parties to use them or distribute them. At the Customer's request, the Supplier shall return these documents in their entirety to the Customer if they are no longer required by the Supplier in the ordinary course of its business or if negotiations are cancelled before a contract is signed. In this case, any copies made by the Supplier shall also be destroyed. This shall not apply to copies which come within the statutory archiving requirements as well as the copying of data in connection with normal data backup procedures.

XI. Retained ownership rights

1. The Customer shall retain ownership rights in any material delivered to the Supplier for the performance of the contract. The Supplier may only use such material for orders received from the Customer. In the event of any loss of or damage to such material, the Supplier shall be liable towards the Customer. A processing-related reject rate/ shrinkage of 8% per lot may not be exceeded.

2. It is agreed that pro-rata co-ownership rights to the products fabricated using the materials and parts supplied by the Customer shall accrue to it commensurate with the value of such materials and parts relative to the value of the finished product, which shall be held in safe custody by the Supplier for the Customer.

XII. Replacement parts

1. The Supplier shall notify the Customer at least 6 months in advance of any planned modifications to the replacement parts, e.g. on account of technical progress.

2. The Supplier undertakes to hold replacement parts for the products delivered to the Customer for a period of at least (10) years after the date of delivery.

3. If the Supplier plans to discontinue production of replacement parts for the products delivered to the Customer, it shall notify the Customer immediately after such a decision is made. Subject to the provisions in Paragraph 2, such notice must be provided at least 12 months before the date on which production is discontinued.

4. If for reasons either within or beyond its control (e.g. insolvency) the Supplier is no longer able to supply replacement parts, it shall consult with the Customer to secure the necessary third-party capacity and undertakes to provide the necessary licenses and technical support

for this purpose. The terms and conditions agreed upon by the Parties shall also apply to deliveries of replacement parts.

XIII. Business secrets

1. The Supplier undertakes to treat the Customer's orders, technical details such as illustrations, drawings, calculations and other documents as confidential.
2. These documents may only be disclosed to third parties with the Customer's express written consent. This duty of confidentiality shall also survive the termination of any individual contract and shall expire if and to the extent that any privileged information enters the public domain.
3. Except with the Customer's prior written approval, the Supplier may not make any reference to the business relationship in any of its advertising material, brochures etc. or exhibit any of the goods which it has delivered to the Customer.
4. The Supplier shall be liable towards the Customer for any loss incurred by it as a result of a breach by the Supplier of these provisions.

XIV. Liability

The Customer shall be liable towards the Supplier in the event of wilful misconduct, gross negligence as well as for loss of life, bodily injury, and impairment of health. In the case of simple negligence, liability for other loss or damage shall be confined to foreseeable loss typical of the contract in question.

XV. Transfer of order to third parties

The Supplier may not assign its obligations under the contract or material parts of the order to any third parties except with the Customer's written approval.

XVI. Data privacy

The Customer may electronically process data on the Supplier relating to these terms and conditions or arising in connection with them regardless of whether such data stems from the Customer itself or from a third party, it being agreed that the provisions of data privacy legislation shall be duly observed.

XVII. Rescission

Notwithstanding its statutory right of rescission, the Customer may particularly rescind the contract in the event of the Supplier's repeated failure to observe the agreed delivery dates. This shall also apply in the event of the suspension of payments, the lodging of a petition for or the opening of composition or insolvency proceedings or the execution of out-of-court composition proceedings.

XVIII. Assignment, netting

1. The Supplier may not assign its receivables under the contractual relationship with the Customer to third parties.
2. If the Customer holds any claims for payment against the Supplier, the Supplier may only net its own claims for payment against these if the counterclaim is not disputed or has been upheld by a court of law.

XIX. Export controls and customs

1. In its business documents, the Supplier shall notify the Customer of any approval requirements for the (re-) export of its goods in accordance with German, European and US export and customs legislation as well as the export and customs legislation applicable in the country of origin of its goods. In this connection, the Supplier shall disclose at the minimum the following information in its offers, order confirmations and invoices with respect to the corresponding items:

The HS code of the country of origin shall be disclosed in the case of goods. In the case of listed goods, the national export list number and, if the goods are subject to US re-export regulations, additionally also the US export list number shall be disclosed. Goods which have been specially designed for military purposes shall be designated as "specially designed".

Preferential proof of origin as well as conformance declarations and marks of the country of origin or destination shall be presented without any express request and autonomous declarations of origin (chamber declarations) on request.

In individual cases, the Supplier shall submit a written declaration on a form provided by the Customer confirming the customs origin of the goods delivered. This declaration shall be sent to the Customer no later than upon the first delivery. In the event of the addition of new goods or a change of origin, the Supplier shall disclose to the Customer the origin of such goods immediately and of its own accord. The Supplier shall be liable for any disadvantages sustained by the Customer as a result of any irregularities or delays in the supplier declaration. Where necessary, the Supplier shall confirm the disclosures made on the origin of the goods by means of an information sheet confirmed by its customs office.

In accordance with applicable EU rules, the Supplier is required to submit a supplier's declaration.

As a matter of principle, the Supplier shall be sent a set of forms entitled "Annual supplier's declaration", which it shall complete, duly sign and return within 14 days of receipt, however no later than by receipt of the delivery.

If, by way of exception, the Supplier submits the supplier's declaration on its own letter paper, it shall first consult with the Customer on the procedure to be followed.

The Customer shall be notified in writing without delay of any changes in origin.

On request, the Supplier shall provide the Customer with an information sheet confirmed by the customs office for the goods supplied.

The Customer shall receive from the Supplier a certification of origin confirmed by the responsible office. If any further official import or export documents are required for the use of the delivered goods for their intended purpose, the Supplier shall obtain and submit these to the Customer.

3. At the Customer's request, the Supplier shall supply all further export data on its goods and their respective components in writing and immediately (prior to delivery of the goods concerned) inform it in writing of any changes in the above-mentioned data.

XX Work safety and environmental protection

In accepting the order, the Supplier undertakes to observe the applicable statutory provisions governing the treatment of employees, work safety and environmental protection, including but not limited to the provisions set forth in EU Regulation EC 1907/2006 (REACH) as well as other regulations and statutes (Ozone Ordinance, Battery Act, Packaging Ordinance). The Customer may request corresponding documents and certificates at any time at no extra expense. The Supplier shall be held liable in the event of any breach of the applicable provisions and shall hold the Customer harmless from all claims asserted by third parties including government agencies.

If the Supplier delivers chemical substances, either in prepared form or as a product, it undertakes in accordance with EU Regulation EC 1907/2006 (REACH) to inform the Customer of the registration status in accordance with REACH or the registration numbers, if already known, no later than upon delivery of the substances. Moreover, the Supplier shall provide the Customer with all information on such substances which it requires to ensure compliance with REACH in its business activities.

In addition, the Supplier shall furnish the Customer of its accord with the current material safety data sheets for all hazardous substances to be supplied including the UN number for labelling.

XXI. Place of fulfilment and choice of court

1. The place of fulfilment for the services to be provided by the Supplier shall be the delivery address specified by the Customer. Otherwise, the place of fulfilment shall be the Customer's registered offices in Arnsberg.

2. Any disputes arising from this agreement shall be referred solely to the competent courts of law with regional jurisdiction for the town in which the Customer's registered offices are located (Arnsberg). However, the Customer may also commence proceedings against the Supplier before the court of law with regional jurisdiction for the town or city in which the Supplier's registered offices or responsible branch are located. The law of the Federal

Republic of Germany shall apply exclusively to these legal relations.

3. The UN Convention on the International Sale of Goods (CISG) shall be expressly excluded.

XXII. Severability

If any of the above provisions are or become void, this shall not prejudice the validity of the remaining provisions. In this case, the void provision shall be replaced by one which comes as legally close as possible to the economic purpose of the void provision. This shall also apply if the provisions are found to contain any gaps.

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