

General Terms of Purchase

I. GENERAL – SCOPE OF APPLICATION

1. Save as otherwise stipulated by the provisions of individual agreements, all contracts pertaining to supplies and services (hereinafter referred to as "deliveries") which we conclude as a customer shall be exclusively subject to our General Terms of Purchase (hereinafter referred to as "GTP"). We do not recognize any terms and conditions of the other contracting party (hereinafter referred to as "Supplier") which conflict with or are contrary to our General Terms of Purchase unless the application of such terms and conditions has been explicitly approved in writing. Our General Terms of Purchase shall also apply even if we unreservedly accept deliveries from the Supplier in full awareness of the fact that the Supplier's terms and conditions contradict or conflict with our General Terms of Purchase.

2. Our GTP shall also apply to all future business transactions with the Supplier.

3. Our GTP are only applicable to business persons as defined by sec. 310 (1) BGB (German Civil Code).

II. DOCUMENTS

1. Calculations, plans, drawings and other documents submitted to the Supplier by us in the process of initiating a contract, or at a later time, shall remain our property. We retain all intellectual property rights to the same. Said documents shall be treated confidentially, shall not be transferred to third parties and shall be surrendered to us on request, including any copies or reproductions. In this context the provisions of clause VII (5) also apply.

2. Title to moulds, models, tools, lithographs, printing blocks, drawings or engineering plans, etc. produced by the Supplier for the purposes of performing the order shall pass to us upon payment even if the same remain in the Supplier's possession. The Supplier shall store these on our behalf and shall surrender the same to us on request. Utilization on behalf of, or transfer to, third parties is inadmissible. Operating or processing instructions, safety data sheets and the like shall be part of the due scope of delivery. Two copies each of drawings and engineering plans shall be surrendered to us on request at no charge.

III. OFFER – CONCLUSION OF CONTRACT

1. Offers shall be submitted by the Supplier at no charge. The Supplier shall make explicit any departures from our original inquiry. Acceptance of offers, orders, and agreements shall only be valid if made or confirmed by us in writing.

2. Offers submitted by the Supplier which do not stipulate an explicit term for acceptance may be accepted by us within 2 weeks. The Supplier shall confirm our order in writing, specifying the date of delivery, the price, our order data and the item number, within a period of 3 days. Should the order not be for a fixed price, we shall only be obligated if we do not object to the price indicated by the supplier in the acceptance within 3 working days of receipt of the confirmation.

3. Should we not receive any confirmation within the period pursuant to para. 2, sentence 1, we retain the right to revoke placement of the order or to withdraw from a previously concluded contract without assuming the costs.

4. We shall be entitled to withdraw from a contract should circumstances arise which were not foreseeable at the time of conclusion of the contract and which constitute admissible grounds for withdrawal. Such circumstances include but are not limited to substantial operational disruptions, labour disputes, or difficulties obtaining supplies; withdrawal may be declared up to 14 days prior to the agreed date of delivery.

5. The Supplier shall notify us promptly in the event of product or process changes relating to the deliveries.

IV. DELIVERIES

1. The delivery time indicated in an order shall be binding (transaction for delivery at a fixed date). The legal consequences stipulated by law shall be applicable. In the event of a failure to make delivery on time we shall in particular be authorized to withdraw from the contract without stipulating a period of grace and to demand compensation, e.g. due to the costs of covering transactions.

2. The Supplier shall inform us immediately in writing should circumstances occur or should the Supplier become aware of circumstances which prevent compliance with the agreed delivery period.

3. We shall be entitled to reject partial or premature deliveries. Should we accept partial or premature deliveries, these shall be subject to the same provisions which apply to complete deliveries.

4. Unconditional acceptance of belated performance shall not constitute a waiver of the right to demand compensation for damages incurred as a result of such delay. We shall be entitled to calculate the specific value of said damages or to calculate a lump sum equal to 0.3 percent of the delivery value per calendar day, which value shall not, however, exceed 5 percent of the delivery value. The Supplier shall retain the right to prove that the damages sustained are lower. In all other respects we shall be entitled to assert our statutory rights in the event of delivery delays.

5. The Supplier shall include a delivery note with each delivery and shall automatically surrender the delivery note to the goods receiving department or the receiving station. All documents shall contain our order numbers and our material number. The delivery note shall quote the batch number. On the day of dispatch and on request, the Supplier shall send a dispatch note which reproduces the data on the delivery note to the ordering station by fax.

6. The Supplier shall only be entitled to employ sub-suppliers with our previous written consent.

V. PRICES – INVOICE – PAYMENT

1. The amount stated in the order shall be binding. Unless otherwise agreed in writing, the price includes delivery "carriage paid", including packaging and the taking back thereof by the Supplier. The price is inclusive of statutory value-added tax which shall be presented separately.

2. Except where it is customary business practice to charge daily or market prices, the prices offered by the Supplier shall be fixed prices for a period of 12 months from the date of the offer. We shall share in the benefit of any price reductions or improvements in conditions made by the Supplier as soon as such prices reductions or improvements take effect.

3. We are only able to process invoices – as specified in our order – which quote our order number. The Supplier shall be responsible for any consequences resulting from non-compliance with this obligation, unless the Supplier proves the contrary.

4. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of delivery and receipt of invoice at 3 percent cash discount or within 45 days without deduction. Should the goods be delivered after receipt of invoice, the day on which the goods are received shall be applicable. We shall be entitled to make payment by cheque. The dispatch of the cheque in good time shall be sufficient for the purpose of claiming a cash discount.

5. Should we be required to make advance payment, the Supplier shall, at its own cost, provide a first demand irrevocable, time-unlimited, unconditional and absolute bank guarantee for the amount of the advance payment pending the due date of the Supplier's claim for remuneration.

6. Our payments shall be made subject to the proviso of an auditing of accounts and shall not constitute any acknowledgement of conditions or prices. The payment shall not constitute any waiver of the assertion of notifications of defects or other claims resulting from the delivery. The Supplier shall not be authorized to assign its claims from the contract. We shall be entitled to exercise our statutory offsetting and retention rights.

VI. RISK – WARRANTY

1. The Supplier shall bear the risk of accidental loss or deterioration until the receipt or acceptance of the delivery at the place indicated by the delivery address. Receipt of deliveries shall not be deemed to constitute approval or acceptance of the delivery.

2. We shall examine the delivered products on delivery only with respect to the existence of apparent faults (in particular deviations in quantity and type, transport damage that can clearly be seen externally at the packaging). The examinations of incoming deliveries shall take the form of random inspections. Examinations of goods shall be deemed to have been undertaken in good time if performed within 10 working days of delivery. Notification of defects shall be deemed to have been given in good time if given within 5 working days of detection of the defect. We shall not have any further obligations pursuant to sect. 377 HGB.

3. The legal warranty terms shall be applicable; the warranty period shall not, however, be less than 2 years from delivery. In the case of defects notified within the warranty term, our claims shall become statute-barred at the earliest 6 months from the notification of defects. A separate warranty term as defined in sentence 1 shall commence for substitute delivery items upon delivery of the same.

4. We shall be entitled to assert all the warranty claims granted to us by law. In all cases we shall be entitled to demand rectification or delivery of new goods at our discretion. In cases of great urgency and in cases of unjustified refusal to rectify defects, we shall be entitled to rectify the defects ourselves at the Supplier's expense.

5. Notifications of defects shall entitle us to postpone settlement of the invoice pending complete clarification. Notifications of defects shall also entitle us to deduct the cash discount after this period.

6. We explicitly retain our right to claim damages and a reduction in price. Claims for damages shall also comprise any costs accruing to us for the negotiation or fulfilment of warranty claims of our customers.

VII. RETENTION OF TITLE – CONFIDENTIALITY

1. We acknowledge any retention of title on the part of the Supplier; prolonged or extended retention of title shall be excluded.

2. Retention of title shall expire upon commencement of work in accordance with § 946 f. BGB or in the event of resale of the object subject to retention of title.

3. Any parts and tools provided by us for the Supplier shall remain our property and shall not be used for any purposes not covered by this contract. The Supplier shall, at its own cost, take out comprehensive as new insurance cover for said parts and tools which shall be returned to us upon fulfilment of the contract. The provision of sect. 946 ff. BGB (German Civil Code) shall apply with the proviso that, should an object belonging to the Supplier be regarded as the principal good, transfer of proportionate co-title to us shall be deemed to be agreed. Should the Supplier acquire ownership by processing, such ownership shall be transferred to us in advance. The Supplier shall not be entitled to assert a right of retention in opposition to our right to demand surrender. The supplier shall, at its own cost and in due time, perform any maintenance and inspection work which may be required. The Supplier shall notify any incidents immediately. Should the Supplier culpably fail to do so, we shall be entitled to claim compensation.

4. To the extent that the security interests due to us pursuant to para. 3 exceed the purchase price of all the tools and parts provided by us to the Supplier by more than 20 percent, we shall be required, on request of the Supplier, to release security rights selected by us.

5. The Supplier shall treat all illustrations, drawings, calculations, tools, models, and other documents and information obtained and relating to the business relationship with us with strict confidentiality and shall only disclose the same to third parties with our written consent. This pledge to maintain confidentiality shall continue to apply subsequent to completion of the contract; said pledge shall expire if and to the extent that production know-how contained in the illustrations, drawings, calculations, and other papers and information surrendered becomes generally known.

6. The Supplier shall only evaluate or announce the business relationship with us in publications or for advertising purposes with our explicit, written consent.

VIII. PRODUCT LIABILITY

1. Should the Supplier be responsible under German or foreign statutory product liability regulations for product-related damages, the Supplier shall indemnify us against claims for damages asserted by third parties on first request if such damages fall within the realm of the Supplier's control or organizational responsibilities. In this context, the Supplier shall also reimburse us the costs of any recall actions should – except in urgent cases – the Supplier have been given information reasonably in advance and been provided an opportunity to render a statement.

2. The Supplier shall be responsible for documenting the production, composition etc. of the supplied goods. The Supplier shall also support us in the wording of user instructions, advice for emergency cases etc., in particular towards the ultimate consumer.

3. The Supplier shall take out product liability insurance for an insured sum of €5,000,000 per incident of personal injury/property damage - lump sum - and shall submit evidence of the conclusion and continued validity of such insurance on request. The scope of the Supplier's liability shall not be limited by virtue of liability insurance. Should evidence of the conclusion and continued validity of the liability insurance not be produced within a reasonable period of time, we shall be entitled to terminate the contractual relationship and to claim compensation in lieu of performance.

IX. INTELLECTUAL PROPERTY RIGHTS

Insofar as the Supplier executes works or services for the Purchaser, the Supplier shall confirm that he and his possible subsuppliers pay the statutory minimum wages to their employees. In addition, he shall on request provide proof of the payment of the statutory minimum wages by him. The Supplier shall indemnify the Purchaser of all corresponding claims on first request asserted by his employees or by the employees of his subsuppliers.

The Supplier undertakes to comply with all legally binding regulations, in particular the applicable criminal laws, the laws for the protection of fair and equitable competition, the applicable export and import bans, the applicable customs and tax regulations, the legal regulations for the protection of the environment as well as for the general minimum wage, not to permit child labour and forced labour and to ensure reasonable working hours, safe working conditions and a non-discriminatory working environment for its own employees.

In the event that the Supplier breaches any of the above obligations, the Supplier shall indemnify the Purchaser, as well as the Purchaser's customers, against all costs, claims of third parties (in particular direct and indirect claims for damages) and other disadvantages (e.g. fines) incurred by the Purchaser due to such breach. This shall not apply if the Supplier is not responsible for this violation. Furthermore, this violation constitutes an important reason which entitles the Purchaser to terminate all services immediately, irrespective of any compensation.

The Supplier is responsible for ensuring that the rights of third parties are not infringed in any way by the deliveries. In this respect, the Supplier shall indemnify us on first demand against any claims asserted by third parties relating to infringement of intellectual property rights. This shall only apply to composition claims where the Supplier has consented to such composition settlement or has unreasonably refused to consent.

X. Spare parts

Suppliers of technical products shall hold spare parts ready for a period of 10 years.

XI. APPLICABLE LAW - LEGAL VENUE - FINAL PROVISIONS

1. The law of the Federal Republic of Germany shall apply exclusively. The place of performance for the delivery shall be the delivery address indicated by us. The exclusive legal venue shall be our company head office. We shall, however, be entitled to bring an action before the court with jurisdiction for the Supplier's domicile.

2. All agreements and subsidiary agreements made between us and the Supplier are only valid if made in writing. This stipulation requiring written form can likewise only be waived in writing. Should any of the provisions of this GTP be null and void or infeasible, this shall not affect the validity of the remaining provisions of the GTP.

3. We store the data of our Suppliers relating to our mutual business relationship in accordance with privacy laws. The Supplier hereby consents to such storage as required by law; the Supplier is entitled to revoke said consent in writing or electronically at any time.