

## General Terms of Contract of HÄUSSERMANN GmbH

### § 1 Validity

These General Terms and Conditions (GTC) apply to all offers and orders, in particular to all deliveries and services (hereinafter "Orders") by HÄUSSERMANN GmbH (hereinafter "HÄUSSERMANN") to its customers, unless the customer is a consumer in the sense of § 13 BGB. The GTC also apply to all future business between the contracting parties without the need for further notice. Opposing or deviating conditions only apply if HÄUSSERMANN expressly agrees to them in writing; if only individual provisions are agreed to the contrary, these General Terms and Conditions apply subordinately and in addition. These General Terms and Conditions also apply if HÄUSSERMANN carries out the order without reservation in the knowledge of conflicting or deviating conditions of the customer.

### § 2 Conclusion of contract; order changes and cancellation; quantity deviations; standing orders

1 Unless otherwise agreed, our offers and list prices are non-binding. A binding order is only concluded with our written order confirmation. The written form is fulfilled by remote/electronic data transmission and fax.

2 The applicable minimum net order value and minimum net position value is specified in our offers and order confirmations. The same applies to minimum net goods values and minimum net item values for individual products.

3 Binding orders can only be changed by the customer with our consent. In this case, the customer has to reimburse us for all additional costs arising from the order change. In the event of an order cancellation by the customer, we claim payment of the agreed remuneration minus any expenses saved by us.

4 Quantity deviations of up to 10% above the agreed scope are considered approved. In this case, the customer owes the remuneration for the number of items actually delivered. The same applies to quantity deviations of up to 10% below the agreed scope. We are entitled to provide partial deliveries and partial services and to invoice them insofar as these are reasonable for the customer.

5 Standing orders concluded for an indefinite period of time can only be canceled by either party with at least six months' notice to the end of a calendar month.

### § 3 Rights to documentation; third party rights

1 We reserve all copyright and ownership rights to all documents and other objects (drawings, drafts, samples, diagrams, spring layouts and calculations, manufacturing instructions, offers, etc.) that we provide to the customer in the course of contract initiation or execution. These documents may only be made accessible to third parties with our prior consent. If the contract does not materialize, these documents must be returned to us immediately and without delay.

2 The customer guarantees that the execution of the order does not infringe any rights of third parties, in particular any property rights or copyrights. However, if the rights of third parties are infringed, the customer must release us from any claims for compensation.

### § 4 Deadlines and dates; default

1 Deadlines and dates are only binding for us if we have confirmed them in writing. Deadlines begin to run at the earliest at the point in time at which we become aware of the binding order placement, but not before we have received all of the documents and other items required for the execution of the order to be supplied by the customer - in particular drawings and samples.

2 Delivery deadlines or dates are met if the delivery item is made available by us at the place of performance for collection by the customer or if the customer has been informed that the goods are ready for dispatch or are dispatched as per the customer's instructions.

3 Events of force majeure entitle us to extend or postpone agreed deadlines and dates by the duration of the hindrance plus a reasonable start-up time at our discretion. Force majeure is equivalent to all circumstances that make it difficult or impossible for us to carry out the order on time or on schedule through no fault of ours, in particular raw material shortages, energy shortages, strikes and lockouts as well as other operational disruptions, regardless of whether these events occur at our facilities or at our suppliers' or in the general public.

4 If the promised service is not available because we were not supplied by our sub-suppliers, we are entitled to provide a service that is equivalent in quality and price. If that is not possible either, we are entitled to withdraw from the contract. In this case, we will inform the customer about the unavailability and, if necessary, immediately reimburse the customer for any payments already made.

5 In the event of default, our liability is limited to the sum insured from the business liability insurance taken out for such cases; in the absence of such insurance, to the typically foreseeable damage in cases of this type.

6 If dispatch or delivery is delayed by more than one month after notification of readiness for dispatch at the request of the customer, the customer can be charged storage fees of 0.2% of the price of the delivery items for each commenced month, but not more than 2%. The contracting parties are free to provide evidence of higher or lower storage costs.

7 Upon our request, the customer is obliged to declare within a reasonable period of time whether he is withdrawing from the contract due to a delay in delivery or whether he insists on delivery.

### §5 Acceptance and transfer of risk; packaging and shipping

1 The customer has the right to check the goods or have them checked at the place of performance at his own expense, with appropriate notice, before collection or dispatch. If the customer does not exercise this right or does not exercise it in good time despite the announcement of his assertion, we are entitled to send the goods without acceptance or to store them at the expense of the customer.

2 The risk of accidental loss or accidental deterioration of the delivery is transferred to the customer when it is picked up by the customer or his agent, or if the delivery has been dispatched on the instructions of the customer or, if the requirements of sentence 2 are met, with the dispatch or storage of the goods. At the request and expense of the customer, our deliveries will be insured against the usual transport risks.

3 The customer may not refuse to accept deliveries due to minor defects.

4 We shall package and dispatch the goods at our discretion and best judgment at the expense of the customer; we do not guarantee that the cheapest option will be chosen. If the goods are dispatched and accepted by the forwarding agent or carrier without any complaints, this is considered proof of adequate packaging.

### §6 Terms of payment

1 The agreed prices are fixed prices and are "ex works" and "excluding packaging" plus the applicable sales tax. They apply from the place of performance and, based on the invoice date, are payable either within fourteen calendar days with a 2% discount or within thirty calendar days without deduction. Unless otherwise agreed, we will charge additional services that become necessary during the execution of the order based on expenditure. The customer also bears the costs for packaging, freight, postage and transport insurance, as well as the costs for the production of drawings, drafts, samples and similar additional work as well as the statutory value added tax.

2 We are not obliged to accept bills of exchange. If bills of exchange are accepted, this is only done on account of performance and does not entitle the customer to a discount. The customer has to immediately reimburse expenses for discounts or charges.

3 In the event of default in payment, the customer owes default interest in the amount of 8 percentage points per year above the base rate of the European Central Bank, but at least default interest of 10% per year. The right to provide evidence of higher or lower damage caused by default remains reserved. The customer is in default of payment at the latest if he does not pay within 30 days of the due date and receipt of an invoice or equivalent payment schedule.

4 The customer can only offset counterclaims that have been legally established, recognized by us or are undisputed. In addition, the customer is only authorized to exercise a right of retention to the extent that his counterclaim must also be based on the same contractual relationship.

5 If the customer is in default or if circumstances become known after the conclusion of the contract that question his creditworthiness, we are entitled to make the further execution of the order dependent on the advance payment of the remuneration and the settlement of all due liabilities of the customer, regardless of an agreed payment term or to withdraw from the contract after a reasonable grace period, without prejudice to other rights. Doubts about the creditworthiness arise in particular if the customer stops his payments, insolvency proceedings have been opened against the customer's assets or an application to open insolvency proceedings has been made and the insolvency proceedings have not been opened due to insufficient assets.

### §7 Retention of title

1 We reserve title to the delivered goods until all claims from the business relationship have been met. If the value of all security interests to which HÄUSSERMANN is entitled exceeds the amount of all secured claims by more than 10%, HÄUSSERMANN shall release a corresponding part of the security interests at the request of the customer. Prior to this, the customer is prohibited from distraining the goods or transferring them by way of security.

2 In the event of distresses or other interventions by third parties in our property rights, the customer must notify us immediately in writing. If the third party is not able to reimburse us for the judicial and extrajudicial costs incurred in order to safeguard our rights, the customer is liable for the loss.

3 The customer is entitled to resell the goods in the ordinary course of business. However, he already now assigns to us all claims in the amount of the final invoice amount (including VAT) that arise from the resale of the goods to his customers or third parties. We accept this assignment. The customer is authorized to collect the assigned claims as long as he meets his payment obligations from this contract, is not in default of payment towards us and no application has been made to open insolvency proceedings against the customer's assets. If one or more of these conditions are met, the customer's authorization to collect expires even without our express revocation. In this case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information required for collection, hands over the associated documents and notifies the debtors of the assignment.

4. If the goods are inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the goods delivered by us to the other mixed items at the time of mixing. If the mixing takes place in such a way that the items that do not belong to us are to be regarded as the main item, then the customer transfers proportional co-ownership of the new item to us. The customer shall keep for us the resulting sole or joint ownership, free of charge.

## § 8 Warranty for defects; liability

1 The customer may not refuse acceptance of deliveries due to insignificant defects. A defect is insignificant if foreign and incorrect parts do not exceed the volume / weight of up to and including 50 parts per million (ppm) per batch size supplied. In addition, Section 377 of the German Commercial Code (HGB) applies with the stipulation that defects which are obvious or which only become apparent during a proper inspection must be reported in writing no later than five calendar days after the goods have been handed over to the buyer. Hidden defects must be reported in writing no later than eight days after their discovery.

2 Claims for material defects become statute-barred 12 months from the date of transfer of risk. This does not apply in the case of injury to life, limb or health and in the event of an intentional or grossly negligent breach of duty by us or in the case of fraudulent concealment of a defect.

3 All those parts or services that show a material defect within the limitation period are, at our discretion, to be repaired free of charge, to be delivered again or to be rendered anew, provided that its cause was already present at the time of the transfer of risk in accordance with § 5. In the case of deficiencies in software, the instruction to circumvent the effects of the deficiency shall also be deemed sufficient supplementary performance.

4 If the supplementary performance fails, the customer can - without prejudice to any claims for damages according to § 9 - withdraw from the contract or reduce the remuneration appropriately.

5 Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage which, after the transfer of risk, due to incorrect or negligent handling, use of unsuitable equipment, defective construction work, overvoltage, lightning, and other external influences, as well as due to improperly carried out changes or repair work or improperly carried out maintenance.

6 In the event of a complaint, the customer may only withhold payments to the extent that is reasonable in relation to the material defects that have occurred. If the notice of defects was wrongly made, we can demand that the customer reimburse the expenses incurred.

7 Claims of the customer due to the expenses necessary for the purpose of the supplementary performance, in particular transport, travel, labor and material costs are excluded if the expenses increase because the object of the delivery is subsequently shipped to a location other than the customer's branch, unless the shipment corresponds to its contractual use.

8 Recourse claims of the customer according to § 478 BGB (recourse of the entrepreneur) only exist insofar as the customer has not made any agreements with his customer that go beyond the statutory claims for defects.

9 For the rest, § 9 applies to claims for damages (other claims for damages). Further claims or claims other than those regulated in this § 8 by the customer and their vicarious agents due to a material defect are excluded.

10 We are only liable for deviations in the quality of the material we have procured from a third party (supplier) up to the amount of our own claims against the supplier. In such a case, we are entitled to fulfill the customer's warranty claims by assigning the claims we are entitled to against the supplier. If use is made of this right, the customer is only entitled to further warranty claims against

us if the supplier does not comply with a warranty request provided by the customer with conclusive reasons.

11 Unless otherwise agreed, we are only obliged to make the delivery free of industrial property rights and copyrights of third parties (hereinafter: property rights) in the country of the place of delivery. If a third party raises claims against the customer due to the infringement of property rights and deliveries used in accordance with the contract, we shall only be liable to the customer insofar as the customer is not responsible for the property right infringement and the customer asserts us about the third party claims made immediately in writing, a violation is not recognized, and we reserve the right to take all defense measures and settlement negotiations. If the customer ceases to use the delivery in order to reduce the damage or for other important reasons, he is obliged to point out to the third party that the cessation of use does not constitute an acknowledgment of an infringement of property rights. If these prerequisites are met, we will, at our option and at our own expense, either obtain a right of use for the deliveries concerned, change them so that the property right is not violated, or replace them. If this is not possible for HÄUSSERMANN under reasonable conditions, the customer is entitled to the statutory rights of withdrawal or a reduction in price.

## § 9 Other claims for damages

1 Claims for damages and reimbursement of expenses by the customer, regardless of the legal reason, in particular due to breach of obligations arising from the contractual relationship and from tort, are excluded. This also applies to claims arising from negligence when concluding the contract.

2 This does not apply to claims under the Product Liability Act, in cases of willful misconduct or gross negligence, due to injury to life, limb or health, or due to fraudulent concealment of a defect or the breach of essential contractual obligations. The compensation for the breach of essential contractual obligations is limited to the contract-typical, foreseeable damage, unless there is intent or gross negligence or liability is due to injury to life, body or health. Essential contractual obligations are obligations whose fulfillment enables the proper execution of the contract in the first place and on which the contractual partner can regularly rely.

3 Our deliveries may not be used in military or aviation applications without our prior written consent.

4 Exclusions or limitations of liability also apply to the personal liability of our employees, staff members, representatives and vicarious agents.

5 The statute of limitations of the claims for damages to which the employer is entitled according to this § 9 is based on the limitation period of § 8, no. 2. This does not apply in the cases of § 9, no. 2 sentence 1. In the case of claims for damages under the Product Liability Act, the statutory statute of limitations applies. § 479 BGB remains unaffected.

6 A change in the burden of proof to the detriment of the customer is not connected with the above regulations.

## §10 Place of performance; applicable law; place of jurisdiction; partial ineffectiveness

1 The place of performance for all orders placed with us is Esslingen, Germany or Wiesloch, Germany.

2 The legal relationships between the customer and us are exclusively subject to the law of the Federal Republic of Germany. The applicability of the UN sales law (CISG) is excluded.

3 If the customer is a merchant within the meaning of the HGB, the agreed place of jurisdiction is Stuttgart. The same applies if the customer is a legal entity under public law or a special fund under public law or if the customer does not have its own place of jurisdiction in the territory of the Federal Republic of Germany. The agreements on the place of jurisdiction in sentences 1 and 2 do not apply to a different exclusive jurisdiction established by law. We are also entitled to sue at the customer's domicile.

4 Any ineffectiveness of individual provisions of these General Terms and Conditions does not affect the validity of the remaining provisions. In this case, both contracting parties undertake to agree a legally permissible new regulation that comes as close as possible to the economic purpose of the ineffective provision.

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