

## General Terms and Conditions of Purchase of Rodiek & Co. GmbH

### I. General

These General Terms and Conditions of Purchase (GTCP) apply between Rodiek & Co. GmbH (hereinafter referred to as "CL") and the contractor (hereinafter referred to as "CON") to all deliveries and services to be provided by CON to CL. Any terms and conditions of business of CON that conflict with or deviate from these GTCP are not accepted subject to any express written agreement to the contrary. The CL's GTCP shall also apply to all future business transactions even if no express mention is made of their validity.

### II. Offer and acceptance

1. CON shall submit its offer in duplicate to the CL free of charge. In its offer, CON shall comply with the specifications of an inquiry or invitation to tender as regards quantity, quality and execution. Any deviation shall be pointed out explicitly. CON shall be bound to its offer for three months.

2. CL's inquiries and invitations to tender are without commitment. CL's orders shall require to be made in writing and CON shall without delay acknowledge receipt in writing. CL reserves the right to cancel an order if CON's acknowledgement is not received within one week.

3. Agreements between CL and CON shall be recorded in writing. Verbal agreements shall be valid only if confirmed in writing by CL.

### III. Prices

1. Prices agreed are net prices in EURO (€) excluding the applicable statutory value-added tax and quoted free CL's place of destination including transport packaging and insurance.

2. The prices agreed are fixed prices. CON shall remain bound to these prices even where the time for delivery or service provision is longer than 4 months, unless CON reduces a price.

3. CON warrants to grant to CL prices and terms and conditions which are not less favourable than those offered to other customers if and to the extent to which such customers provide identical or equivalent preconditions to CON in a specific case.

### IV. Scope of supply and services

1. The specifications in any catalogue, brochure, newsletter, ad, picture or comparable public offer regarding performance, dimensions, weights, prices and the like to which CON refers in its offer shall be binding, unless expressly agreed otherwise in a contract.

2. CON shall guarantee careful and proper performance of the contract, in particular compliance with the specifications defined and any other execution instructions of CL, in accordance with the current state of scientific and technical knowledge, as well as the quality and fitness for purpose of the delivery in terms of materials, design and workmanship and of the documents belonging to the delivery or service. Moreover, CON shall comply with the relevant civil-law and public-law regulations and conditions. Deliveries and services shall comply with the safety, labour protection, accident prevention and environmental protection regulations and any relevant standards, DIN VDE and other regulations. CON's delivery shall also include any protective devices required under such regulations and standards at its own expense.

3. Where CON has any reservations against the kind of execution desired by CL, it shall forthwith notify CL in writing.

4. CON shall also supply at its expense three copies of all documents required for operation, maintenance and repair (test reports, company certificates, drawings, plans, operating instructions etc.).

### V. Delivery

1. Delivery times agreed shall be binding. Delivery periods shall commence on the date of the order.

2. The legal consequences of any delay on the part of CON shall be as provided for by statutory regulations.

3. CON shall be entitled to make partial delivery only with the written consent of CL. CL shall not be obliged to take delivery before an agreed delivery time.

4. In the event of a delay of delivery, CON shall notify CL in writing stating the reasons and expected duration and obtain CL's decision about whether or not to maintain the contract. Where a delay of delivery occurs for which CL is not responsible, CL shall be entitled to rescind the entire contract subject to the assertion of claims for damages.

### VI. Documentation

1. Deliveries shall be accompanied by a delivery note, if applicable with weighing times. Services shall be documented by means of suitable documents (day pay slip, proof of materials etc.). Their correctness shall be certified by an authorised employee of CL. One signed document shall be kept by CL.

2. Delivery notes, packing slips and invoices shall contain the following: order number, quantity and quantity unit, gross, net and, if applicable, charged weight, article name with article number and, if applicable, residual quantity in case of partial delivery.

3. CON shall issue invoices in duplicate in accordance with the place of destination specified in the order. For the invoices to be auditable,

the individual supplies and services shall be listed as in the order and copies of the recognised delivery notes and performance records shall be enclosed. In the case of items delivered to various places of destination and services provided at various sites, a separate invoice shall be issued for each place of destination or site.

### VII. Passing of risk

"Free delivery" to CL is agreed. Incoterm DDP as amended from time to time shall apply.

### VIII. Payment terms

1. Payments shall be made net cash by CL within 30 days of delivery or acceptance of a service and receipt of an auditable invoice. If payment is made within 14 days of receipt of an auditable invoice, CL shall be entitled to deduct a 3% discount. Any delay caused by an incorrect or incomplete invoice shall appropriately extend the discount period.

2. Payment and time of payment shall not have an influence on the complaint and warranty rights and shall not be deemed to be acceptance of any terms and conditions and/or prices.

3. A prior warning shall be required for CL to be in default, unless such warning is not required under Section 286 II of the German Civil Code. CL shall be entitled to set-off and retention without restriction.

4. Any dispute about the amount of the remuneration to be paid to CON shall not entitle CON to stop for good or temporarily the discharge of its performance obligations.

### IX. Assignment and set-off by CON

1. CON shall not be entitled to assign any claim against the CL without the written consent of CL. The prohibition of assignment shall not apply to assignment in advance based on extended reservation of title.

2. CON shall be entitled to set off against any counterclaim it may have only where such counterclaim is due and payable and not disputed by CL or has been determined without further legal recourse.

3. CON shall not be entitled to assert any right of attention against CL on the basis of any counterclaim. However, Number 2 above shall apply by analogy.

### X. Warranty

1. CL reserves the right to inspect the delivery or service within a reasonable period, however, at the latest within 14 days after handover, provided this is feasible in the ordinary course of business. Where a defect is found, CL shall forthwith notify CON of this. Where a defect appears only at a later time, it shall be given notice of forthwith upon detection. CL's claims based on a defect of a delivery or service shall be governed by the statutory regulations. In urgent cases, CL shall be entitled to remedy a defect itself or have it remedied by a third party following notification of CON. CON shall bear any costs incurred due to this.

2. In the event of a justified complaint made by CL, CL shall at its option be entitled to demand supplementary performance by CON to rectify the defect (subsequent improvement) or delivery of new goods by CON (new delivery). Should CON be unwilling or unable to make supplementary performance or should supplementary performance be delayed beyond reasonable time limits for reasons attributable to CON or should supplementary performance fail in any other way, CL shall be entitled to demand at its option reduction of the remuneration (abatement), rescission of the contract or claim damages instead of performance. In urgent cases, CL shall be entitled to remedy a defect itself or have it remedied by a third party following notification of CON. CON shall bear any costs incurred due to this.

3. CON shall bear the expenses required for rectification of defects or substitute delivery which shall in particular include the cost of packaging, freight and removal, dismantling and installation work, travel and the implementation of the rectification of defects at the CL's.

4. CON's warranty for replaced parts and subsequent improvement work shall be the same as for the original delivery items.

5. The warranty period shall be 24 months, unless where any applicable law provides for a longer period. The warranty period shall commence upon delivery of the item or acceptance of the service. For any part of a delivery or service which cannot be put to or remain in operation due to a defect covered by a warranty, any current warranty period shall be extended by the time of the disruption of operation.

### XI. Guarantees

1. In the context of a guarantee of quality, CON shall warrant that the goods, including design and display, comply with the contractually agreed specifications of the delivery.

2. Where a manufacturer provides a guarantee for the quality of the goods supplied by CON, or that the goods will retain a certain quality for a certain time, CL shall, notwithstanding the statutory claims, have the rights under the guarantee also vis-à-vis CON at the terms and conditions set out in the written guarantee and the relevant advertising.

### XII. General liability

1. CL shall, where the prerequisites are met, at any time have the right to claim damages without limitation as to cause or amount.

2. The limitation periods for CL's claims for damages shall be the statutory limitation periods.

3. With regard to any defect of an item supplied by CON which is CON's fault, CON shall indemnify and hold harmless CL from and against the resulting manufacturer's liability to the extent CON would be directly liable itself.

### XIII. Intellectual property rights

CON shall be liable for any infringement of a patent or other intellectual property right of a third party caused by any item supplied or any service provided by it and/or CL's use of such items and/or services. CON shall indemnify and hold harmless CL from and against any and all claims based on the use of such intellectual property rights. This shall not apply where CON has made the goods supplied in accordance with any drawing, model or equivalent other specification or instruction provided or given by CL and does not know or, in connection with the products made by it, cannot know that an intellectual property right is infringed by this.

### XIV. Data protection notice

Personal data shall be acquired, processed and used only as required for business to handle bids, deliveries and orders. The data shall be used only within Nehlsen CL and its subsidiaries. Any transmission to outside of the holding company shall occur only with the permission of the person affected. Any person affected may at any time prohibit the use of its personal data. Data will be deleted on expiry of the statutory retention period, provided it is no longer required for the performance of a contract, or after five years of no contact. Personal data shall be handled in compliance with the *Bundesdatenschutzgesetz* [German Data Protection Act] as amended from time to time.

### XV. Other

1. These GTCP shall be governed by the law of the Federal Republic of Germany, excluding application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of fulfillment shall be Bremen, Germany, unless where something else results from a specific contract.

2. For the legal relations between merchants, Bremen, Germany, shall be the place of jurisdiction. However, CL shall also be entitled to sue CON at the place where CON has its registered office.

3. CL reserves the unrestricted ownership of and copyright to all drafts, drawings and calculations (documents) prepared by it. The documents may be used, reproduced or made available to third parties only with the prior consent of CL and, if the contract is not awarded by CL, shall be returned forthwith to CL at its request. CON shall be obliged to treat as business secrets all orders and all commercial and technical details associated therewith.

4. Any materials provided by CL shall remain the CL's property. Such materials have to be kept separate and must be used only for the purpose of the orders. CON shall be liable for any decrease in value or loss even if this occurs through no fault of CON. The items produced with the materials provided by CL shall be CL's property in their respective state of manufacturing. CON shall keep them on behalf of CL. The contractual price shall be deemed to include the cost of keeping the items and materials on behalf of CL.

5. Should any individual provision of a contract for supply and services of which these GTCP are an integral part be or become invalid or inoperative, this shall not affect the validity of the remaining provisions of that contract.

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