

**General Terms of Purchase
of
Horst Kürvers GmbH**

(in these Terms also referred to as the "purchaser")

02nd January 2012

§ 1 Application

(1)
All supplies, services and offers of our suppliers are subject to these General Terms and Conditions. These terms are part of all the contracts we make with our suppliers on the offered goods or services. They also apply to all future deliveries, services or offers to the purchaser, even if they have not been specifically agreed upon.

(2)
Terms and conditions of our suppliers or third parties shall not apply, even if we do not object to their application in particular cases. Even if we refer to a letter, which includes the terms and conditions of the supplier or a third party or refers to such, we shall not agree with the validity of those terms and conditions.

§ 2 Orders and Assignments

(1)
Supply contracts (order and acceptance) as well as modifications and additions must be at least in text form according to § 126b BGB, if the parties did not agree on written form in the contract. Call-offs may take place by remote data transmission.

(2)
As far as our offers do not include an explicit commitment period, we consider them valid for two weeks from the date of the offer. Relevant to the timely acceptance is the receipt of the acceptance by us. Call-offs shall become binding at the latest if the supplier does not object within two weeks of the receipt.

(3)
We may change the time and place of delivery and the type of packaging at any time by written notification within a period of at least seven calendar days before the agreed delivery date. The same applies to changes of product specifications, as far as these can be implemented without significant additional effort in the normal production process of the supplier, whereas in these cases, the notification period under the preceding sentence is at least 14 calendar days. We will reimburse the supplier the proven and reasonable costs resulting from this change. If such changes result in delivery delays that cannot be avoided using reasonable efforts in the normal production and business operation of the suppliers, the originally agreed delivery date is postponed accordingly. The supplier will give us the, with due estimation, expected additional costs or delays in delivery in time before the delivery, or at least inform us in writing within seven working days after the receipt of our notice according to sentence 1.

(4)
We have the right to terminate the contract in whole or in part at any time by written notice stating the reason, if we stop using the products ordered in our business operations due to circumstances which have occurred after the closing of the contract. The supplier will be compensated in this case for the part performances rendered by him.

§ 3 Prices, payment terms, invoice details

(1)
The price specified in the order is binding.

(2)
In the absence of any agreement, the price includes delivery and transport to the shipping address specified in the contract, including packaging.

(3)
If a price has been agreed "ex works" or "ex warehouse", the purchaser shall assume only the lowest possible freight costs. All costs arising until the delivery to the carrier, including loading and haulage are carried by the supplier. The agreed place of performance is not affected by the kind of pricing.

(4)
Insofar as the agreement does not include the price of packaging and compensation for packaging has not been specifically agreed on (and it is not only lent packaging), it shall be charged at the verifiable cost price. At our request, the supplier is to take back the packaging at cost to himself.

(5)
Unless otherwise agreed, we will pay the invoiced amount within 14 days of delivery of the goods and receipt of the invoice with a 3% discount, or within 30 days. In order to maintain the punctuality of the payments owed by us, the placing of our transfer order in our bank shall be sufficient.

(6)
In all order confirmations, shipping documents and invoices our order number, the product descriptions, quantity and delivery address must be indicated. If one or more of these statements are missing and there will be a delay the processing by us as part of our normal business course, the payment periods referred to in paragraph 4 shall be extended for the period of that delay and releases the purchaser from its duties towards his customers, which they have resulting from the delay.

(7)
In the event of default we owe interest at the rate of five percentage points above the base rate pursuant to § 247 BGB.

(8)
The purchaser reserves the right to acknowledgement of over- and short deliveries to himself.

§ 4 Delivery time and delivery, transfer of risk

(1)
The delivery time stated in the order (delivery date or period) is binding. Early deliveries are not allowed.

(2)
The supplier is obliged to inform us immediately in writing if circumstances occur or become evident that the delivery time cannot be met.

(3)
If it is possible to determine the effective date of the latest day of delivery from the contract, the supplier is defaulting from the end of that day, without there being required a warning on our part.

(4)
In the event of delivery delays we are fully entitled to the legal claims, including the right of withdrawal and the right to compensation instead of performance, after the expiry of a reasonable grace period.

(5)
We are entitled to a penalty amounting to 0.5%, maximum 5% of the respective value of the contract if there are delays in delivery after prior written notification to the supplier for each week of the delivery. The penalty is to be offset by the supplier to compensate for the default damage.

(6)
If the supplier defaults with the delivery, he takes the penalties, which are charged to the purchaser due to delivery delays of the supplier to its customers (if the supplier had been informed about the amount of these penalties when the order was placed).

(7)
The supplier shall not be entitled to deliver part deliveries without our prior written consent.

(8)
The risk is not passed to us until goods are handed over to us at the agreed destination, even if shipment has been agreed on.

§ 5 Ownership protection

(1)
All orders given by us, assignments, drawings, diagrams, calculations, descriptions and other documents provided for the supplier, remain our property or copyright. The supplier may not make them accessible to third parties without our express consent, nor publish them or use or reproduce them himself or through third parties. The supplier has to completely return these documents to us on our request when they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Potential copies thereof made by the supplier must be destroyed in this case, excluding only the storage under legal obligation, and the storing of data for backup purposes in a normal backup procedure.

(2)
Tools, equipment and models, which we make available to the supplier or that we made for contractual purposes and will be charged to us separately by the supplier remain our property or become our property. They are to be marked by the supplier as our property, carefully maintained, insured against any damages and used only for purposes of the contract. The cost of maintenance and repair of these items shall be carried by the parties - in the absence of a different agreement - one half each. Where these costs are due to shortcomings of such objects produced by the

supplier or the improper use by the supplier, its employees or other agents, they are to be borne solely by the supplier. The supplier will inform us promptly of all not only insignificant damage to such objects. Upon request he is obliged to release these objects to us in proper condition if they are no longer needed to fulfill the contracts concluded with us.

(3)
Retention of title by the supplier shall only apply if they are related to our obligation to pay for the products in which the supplier retains the ownership. In particular, expanded or extended retention of title is not allowed.

§ 6 Warranties

(1)
In case of defects we are fully entitled to the legal claims. The warranty period is 24 months. It starts with the initial startup of the facility of our customers. It shall expire at the latest 36 months after delivery.

(2)
Lacks of quality and quantity are to be duly reported. Due report is met if the notification has been made to the supplier within 14 working days of the discovery of the lack of quality or quantity. The obligation to inspect the goods and give notice of defects from § 377 HGB is waived and replaced by a quality assurance agreement.

(3)
We do not waive warranty claims by accepting or approving of submitted samples or templates.

(4)
Any limitations are suspended with the receipt of our written notice of defects by the supplier. In case of replacement and removal of defects, the warranty period for replaced or repaired parts will start again, unless we had to assume from the behavior of the supplier that it did not see itself obliged to the action, but carried out the replacement or removal solely out of goodwill or other reasons.

(5)
If we are obliged to carry out a recall against third parties because of a failure of a product supplied by the supplier, the supplier bears all the costs associated with the recall.

§ 7 Product Liability

(1)
The supplier is responsible for all claims made by third parties for personal injury or property damage, caused by a defective product delivered by him, and herewith exempts us from the resulting liability.

(2)
The supplier shall, at its own expense, maintain a product liability insurance with minimum coverage of EUR 20.000.000,00, which needs not cover the recall risk or criminal or similar damages, unless in the individual case it has been agreed otherwise. The supplier will send us a copy of the liability policy on request at any time.

§ 8 Intellectual Property

(1)
The supplier warrants that no intellectual property rights of third parties are violated in connection with its delivery in countries in which the products have been produced or are delivered to.

(2)
The supplier herewith indemnifies us from any claims by third parties against us, on grounds specified in paragraph 1 of breach of intellectual property right. This includes all necessary expenses in connection with these claims. This right is independent of any fault of the supplier.

§ 9 Spare Parts

(1)
The supplier is obliged to supply spare parts for products delivered to us for a period of at least 10 years after delivery.

(2)
In case the supplier intends to cease the production of spare parts for the products supplied to us, he or she will notify us immediately after the decision. This decision should be - subject to paragraph 1 - at least six months before the cessation of production.

§ 10 Confidentiality

(1)

The supplier is obligated to not disclose the terms of the order and all the information provided for this purpose and documents (with the exception of publicly available information) for a period of three years after the contract and only use to complete the order. He will return them immediately after completing the inquiries or processing the orders to us upon request.

(2)

Without our prior written consent the supplier may not mention the business relationship in promotional material, brochures, etc. and not expose goods that have been manufactured for us.

(3)

The supplier will oblige its subcontractors in accordance with this § 10.

(4)

The supplier is not allowed to name us, our customers or their projects as references.

§ 11 Assignment

The supplier is not entitled to assign its claims under the contract to third parties. This does not apply if it comes to money claims.

§ 12 Place of performance, jurisdiction, applicable law

(1)

Performance for both sides is in Dusseldorf. The exclusive jurisdiction for any disputes arising from the contractual relationship is Dusseldorf.

(2)

The contracts between us and the supplier are subject to the laws of the Federal Republic of Germany, excluding the Convention for the International Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods).