

**General Terms of Sale and Payment of the Gebr.
Wielpütz GmbH & Co. KG**

Scope

1. These Terms of Sale apply to entrepreneurs, legal entities under public law and special assets under public law.

Supplies and services are provided solely on the basis of the following provisions.

General Terms and Conditions of the Partner, unless explicitly accepted by us, shall not apply.

General Provisions

2. All offers are non-binding/subject to confirmation unless marked as "binding.
3. Order (Offer) and acceptance pertaining to Master Purchase Agreements as well as amendments and additions require written form. Call-offs may also be effected by data transmission. An order confirmation will only be issued upon express request of the Contracting Partner. The order by the Contracting Partner shall be deemed accepted if no objection is raised within four [4] weeks. Call-offs shall be deemed binding if no objection is raised within two [2] weeks after receipt at the latest.
4. Any specifications and images found in brochures, catalogues and/or websites are approximations in keeping with standard commercial industry practice, unless expressly identified as binding.

Long-term- and Call-off-Agreements, Price Adjustment

5. Open-end Agreements (= Agreements without agreed term) may be terminated giving six [6] months and Long-term-Agreements (= Agreements with a term of more than twelve [12] months) giving one [1] years notice to the end of the month. Upon conclusion of a Lifetime Agreement (= Agreements for life or for the duration of existence respectively) any termination shall only be possible by mutual agreement taking into consideration individual economic interests.
6. The Contractual Partner shall be entitled to require an appropriate adjustment of price in case of significant changes in labour, material or energy cost during the term of Long-term-Agreements (= Agreements with a term of more than twelve [12] months), taking these factors into consideration.
7. If no binding order quantity is agreed, the non-binding order quantity (target quantity) expected by the Partner over a specific period of time shall provide the basis of calculation.

8. Order quantities for Call-off orders shall be notified at least three [3] months prior to delivery date of Call-off, unless otherwise agreed to the contrary.

Additional cost caused by the Partner due to late Call-off or subsequent changes to the Call-off in terms of time or quantity shall be borne by the Partner in which case cost calculations by WP shall apply.

Where the Partner purchases less than the target quantity, WP shall be entitled to increase the unit price appropriately.

Confidentiality

9. The Partners shall use any documentation (including samples, models and data) and knowledge received during the business relation for jointly pursued purposes only and in respect to third parties maintain confidentiality, exercising the same care as for their own documentation and knowledge. The Confidentiality Agreement shall continue to apply after performance of an Agreement.
10. This obligation shall not apply to any documentation and knowledge that is or becomes publicly known, or upon receipt by the Contractual Partner is already known without the Partner being committed to confidentiality, or which were subsequently disclosed by a third party entitled to disclosure, or which were developed by the receiving Contractual Partner without the use of confidential documents or knowledge of the other Contractual Partner.

Drawings and Specifications

11. Any drawings or technical documentation disclosed by one Contractual Partner to the other in regards to the deliverables and its manufacture shall remain the property of the disclosing Partner.
12. As far as technical specification in respect of goods to be manufactured result neither from drawings, technical documentation nor other agreements, the specific design for the optimization of deliverables, allowing for designated use and technical provisions, shall be rendered by WP. After successful part approval the goods shall be deemed approved.

Samples and Production Resources

13. Manufacturing costs for customer-related samples and production resources (tools, moulds, templates etc.) shall, unless otherwise agreed, be invoiced separately from deliverables. This shall also apply to production resources to be replaced due to wear and tear.
14. Handover shall be replaced by WP storing the production resources for the customer. Any cost for maintenance and proper storage as well as any risk for damage or destruction of the production resources shall be borne by the customer, except in case of gross negligent dereliction of duty by WP, or wilful or gross negligent dereliction of duty by a lawful representative or an agent of WP.

15. If the Partner suspends or terminates co-operation during the preparation period of samples or production resources any cost necessarily incurred to date shall be borne by the Partner, unless suspension or termination is due to wilful or gross negligent behaviour on the part of WP.
16. Production resources shall, even if the Partner has paid for them, remain in our property at least until the winding up of the Supply Agreement. The Partner shall then be entitled to request production resources to be returned if mutual agreement about the date of handover was reached and the Partner has met its contractual obligations in full.
17. Customer-related production resources may only be used for supply to third parties with prior written consent of the Partner.

Prices

18. All prices are quoted in Euros excluding VAT, surcharges for material, packaging, freight, postage and insurance.
19. In case of fixed prices not expressly being agreed, net prices - without deduction - determined on the day of Closing apply.

Payment Terms

20. All invoices shall be due within 30 [thirty] days from date of invoice.
21. If WP undisputedly supplied goods, which are partially defective, the Partner shall nevertheless be liable for payment of such faulty goods, unless the Partner made it clear not to have any interest in partial delivery.

Offsetting shall only be permitted where there are undisputed or legally ascertained receivables.
22. Default interest at the level of the respective bank interest for overdraft facility, but at least at the level of statutory default interest, shall be charged in the event of the credit period being exceeded.
23. In case of overdue payment WP may suspend performance of obligations, after written notice, until receipt of payment.
24. Bills of exchange and cheques shall only be accepted after prior agreement, on account of performance and the precondition of its discountability. Discount charges shall be calculated as of due date. Liability for timely presentation of bills of exchange and cheques and for raising bill protest shall be excluded.
25. If, after closing, it becomes apparent, that any payment claim is jeopardized by the Partners inability to pay, WP may refuse service und specify an appropriate deadline in which the Partner shall pay against delivery or provide security concurrently (Zug um Zug). In case of refusal by the Partner or of unsuccessful expiration of deadline WP shall be entitled to withdraw from contract and claim damages...

26. Payments shall only be made to WP itself.

Supply

27. Unless otherwise agreed, WP delivers "ex works". Relevant for compliance with the delivery date or delivery time is notification of readiness for shipment or collection request by WP. If shipping including transport insurance is requested, the Partner shall bear the cost for such insurance.
28. Delivery time starts with the despatch of an order confirmation and extends appropriately if conditions according to Sec. 52 exist.
29. Partial deliveries shall be admissible to a reasonable extent.
30. Inside a tolerance of 10 [ten] percent of the total order quantity production related surplus or decreased deliveries shall be admissible.

Shipment and Transfer of Risk

31. The Partner shall take delivery of goods notified as ready for shipment with undue delay. Otherwise WP shall be entitled, at its discretion, to ship or store the goods for the risk and cost of the Partner.
32. For want of particular agreement WP shall select the means and route of transport taking into consideration the appropriateness of cost minimization in particular.
33. Risk shall pass to the Partner upon handover to Railway, forwarding agent, or carrier, or at the commencement of storage, but no later than departure from factory or warehouse in any case, and shall also apply to deliveries undertaken by WP.

Delay in Delivery

34. If it becomes apparent that goods may not be delivered within the confirmed delivery time, the Partner shall be notified with undue delay in writing, stating the reasons, and if possible expected delivery date.
35. If a delay in delivery is due to any circumstance according to Sec. 52, or through action or omission by the Partner, an extension of delivery time appropriate to circumstances is granted.
36. The Partner shall only be entitled to rescission from Agreement if WP is responsible for any non-compliance with delivery date and the appropriate extension of deadline set has expired.

Retention of Title

37. WP shall reserve title to goods delivered until full settlement of all receivables from the business relation with the Partner.

38. The Partner shall be entitled to sell the goods during the ordinary course of business, provided obligations from the business relation are met in due time. However, reserved goods shall neither be pledged nor assigned by way of security. The Partner shall be obliged to secure WPs rights upon credited re-sale of reserved goods.
39. In case of neglect of duty by the Partner, particularly in case of overdue payment, WP shall be entitled, after expiry of a set reasonable deadline for performance, to rescission from contract or the return of goods. The statutory provisions on waiving the setting of a deadline shall remain unaffected. The Partner is liable for return of reserved goods. After return of purchased items WP shall be authorized to utilize them, any proceeds from such utilization shall be offset - less appropriate liquidation costs - against the Partner's liabilities.

WP shall be entitled to withdraw from the defaulted part of the Agreement in case of insolvency proceedings being opened in respect to any asset of the Partner or extrajudicial proceedings for claims settlement take place.

40. The Partner hereby assigns by way of security all claims and rights from the sale or permitted letting of goods to which WP holds proprietary rights. WP hereby accepts such assignment. The Partner shall be authorized to the collection of this receivable even after assignment. WP's authority to collect the receivable shall remain unaffected. WP does not undertake to collect such receivable as long as the Partner meets payment obligations from proceeds received, does not default on payments, and in particular, no insolvency proceedings are opened in respect to any asset, or extrajudicial proceedings for claims settlement take place, or payment is suspended. Otherwise, WP may require the Partner to disclose assigned receivables and its debtors, all information necessary for collection, to hand over related documents and inform debtor (third party) about the assignment.
41. Any treatment and processing of reserved goods always occurs for WP as manufacturer. Upon processing, combination and mixing of reserved good with other goods WP acquires co-ownership of the new goods at the ratio of invoice value of reserved goods to other goods used at the time of processing or mixing.

If WP-owned goods are blended or combined with other items or processed into a homogeneous item, and the item is deemed a principal item, the Partner hereby assigns co-ownership rights pro-rata, insofar as the Partner is owner of such principal item. The Partner shall store WP-owned or co-owned goods for WP. The same conditions as for reserved goods shall apply to goods resulting from processing, blending or mixing.

42. The Partner shall notify WP with undue delay, handing over any documentation necessary for intervention, about foreclosure proceedings by third parties in respect to reserved good, assigned claims or other securities. This shall also apply to other encroachment. Insofar as such third party is unable to reimburse any legal or extrajudicial cost incurred by any legal action, the loss shall be borne by the Partner.
43. If the value of existing securities exceeds the secured claim by more than 20 [twenty] percent WP shall be obliged to release securities to that amount, at its discretion, upon Partner's request.

Material Defects

44. Quality of the goods is solely governed by agreed technical specification. In case of WP having to supply according to drawings, specifications, samples and so on by the Partner, the Partner shall bear the risk for the suitability of these goods for designated use. Decisive for the contractual state of the goods is the time of transfer of risk according to Sec. 33.
45. WP shall neither be liable for material defects due to unsuitable or improper use, faulty assembly or commissioning by the Partner or a third party, usual wear and tear, faulty or negligent handling nor for effects due to improper modifications or modifications without consent by WP or maintenance work by the Partner or a third party. Same shall apply to defects which negligibly reduces the value or the suitability of the goods.
46. Claims for defects are limited to 12 [twelve] months. This shall not apply insofar as longer periods of limitation are mandatorily required by law. Claims for damages from harm to life, body or health shall be subject to standard limitation.
47. Goods shall be inspected by the Partner for any defect both after initial sample as well as after approval immediately. In case of any deviation in quality or quantity such are to be notified with undue delay. Any notification of defects at a later stage, which the Partner could have determined after approval or initial sample test upon careful inspection, shall be excluded. In case of direct delivery to third parties or to production being agreed, good shall be at least inspected for shipping damage along with an identity check.
48. The opportunity to ascertain claimed defect is to be provided. Rejected goods shall be returned with undue delay upon request. WP shall bear transportation costs for any valid case of claim for defects. Non-fulfilment of such obligation or changes to rejected goods without consent by WP shall result in loss of possible claims for defects.
49. Upon valid, timely claims for defects the rejected goods shall be remedied or replaced by defect-free goods at WP's discretion.
50. In case of WP not or not contractually meeting its obligations within a reasonable deadline, a final deadline may be set in writing, within which such obligation shall be met.
51. Statutory right of recourse against WP only exist insofar as the Partner has not agreed provisions with its customers that exceed the statutory rights for claims of defects.

Extension of Delivery Time

52. Force Majeure, labour disputes, unrests, official measures and non-delivery by suppliers shall free the Contracting Parties from their contractual obligations for the duration of the disturbance and within the scope of the effects thereof. This shall also apply if such events occur at a time at which the affected party is in default, unless that such default was caused by wilful misconduct or gross negligence on its part. The Contracting Parties shall be liable,

using reasonable efforts, to immediately provide any and all essential information and in good faith adapt its obligations to the changed circumstances.

Other Claims, Liability

53. Insofar as nothing to the contrary arises from these General Terms and Conditions, other and more extensive claims shall be excluded. This shall particularly apply to claims for damages for violation of obligations arising from the contractual obligations and tort, with the exception of liability for wilful misconduct and violation of an obligation, which is pre-requisite to the proper performance of the contract and on which the Contractual Partners may regularly rely upon (so called cardinal obligation). Further liability, in particular for damage which did not occur to the delivered goods themselves, shall be excluded. No liability is assumed for loss of profit, or other financial loss of the Partner. Liability for damages arising from harm to life, body or health based on a gross negligent dereliction of duty by WP or wilful or gross negligent dereliction of duty by a lawful representative or an agent of WP as well as liability for other damages due to a gross negligence remains unaffected.

Lump Sum Damages, Liquidated Damages

54. An Agreement of a lump-sum claim of the Contractual Partners for damages or replacement of a decrease in value as well as an obligation to reimburse the Contractual Partners costs, loss of earnings and other damage (lump sum damages) may not be agreed by General Terms and Conditions. The Partner is to calculate the actual resulting damage precisely.
55. Obligation to pay a lump-sum for damages in the sense of Sec. 54 of these General Terms and Conditions may only be agreed individually and requires written form. Despite an individual Agreement WP shall be permitted to provide proof of lesser damage.

Place of Performance, Jurisdiction and Applicable Law

56. Insofar as nothing to the contrary arises from the order confirmation, the registered office of WP shall be the place of performance.
57. Place of jurisdiction for any legal dispute, including disputes involving bills of exchange or cheques, shall be the registered office of WP. WP shall also be entitled to bring legal action against the Partner at the court of its registered office.
58. The Contractual relations shall exclusively be governed by the laws of the Federal Republic of Germany.
59. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG - Vienna Sales Convention) dated April 11, 1980 is excluded.