

General Terms of Purchase Status 14.03.2007

1. Orders

- 1.1 Only written orders are binding. They shall be deemed as accepted if the supplier does not object to these in writing within 14 days from order date.
Deviations from orders shall only become contents of the contract if the buyer confirms these in writing.
- 1.2 The documents described in the order which are made available to the supplier upon request are a part of the order. The delivery is only deemed as properly carried out when all conditions stated in the documents have been satisfied.
- 1.3 Details in the order text, in drawings and other documents are to be examined by the supplier for the factual accuracy before carrying out the order. The buyer is to be informed in writing immediately of any determined errors and/or changes intended by the supplier.
Changes which are made without the written consent of the buyer and their consequences shall be for the account of the supplier. The same applies in case of the failure to report determined errors.
- 1.4 The supplier is willing to carry out subsequent changes to the scope of delivery as requested by the buyer; changes to orders require in any case a written addendum by the buyer. This shall be deemed as a part of the order.
- 1.5 General Business Terms of the supplier shall not apply. These General Terms of Purchase shall also apply to all future business with the supplier.

2. Termination by the buyer

The buyer is entitled to terminate the contract at all times. The supplier will be remunerated for the partial service provided by him. Further claims, in particular for missed profits, are excluded.

3. Delivery time

- 3.1 Delivery dates stated in the order are deemed as dates of receipt at HamaTech APE GmbH & Co.KG and are binding. Premature deliveries and partial deliveries are only permitted by coordination with the buyer.
- 3.2 If the supplier must assume that a delivery cannot be made either in full or in part at the agreed delivery date he must inform the buyer thereof immediately by stating the duration and reasons.

4. Shipment

- 4.1 Insofar as the buyer makes stipulations the goods shall be shipped according to these stipulations.
- 4.2 The goods are free house within the district of Sternenfels and to be delivered without charging packaging costs.

5. Passing of risk

- 5.1 The risk shall pass to the buyer with the receipt of the delivered object at the buyer

6. Insurance

The transport insurance for delivery is covered by the buyer. Commission paid by the supplier shall not be reimbursed. The buyer as renouncing customer within the meaning of § 39 ADSp [General German Terms for Freight Forwarders] does not assume any fees for SVS/RVS.

7. Acceptance of goods

- 7.1 The goods shall be accepted subject to quality, condition and quantity. A complaint owing to surplus, shortfall in or faulty deliveries is made in time if it is asserted within 10 workdays after receipt of the goods or after discovery of the defect.

8. Invoicing and payment

- 8.1 Invoices are to be sent separately to the buyer. Duplicates are to be marked. Invoices may not be enclosed with the deliveries and must correspond with the designation and sequence of the order. Invoices without stating the order number will not be recognised.
- 8.2 The payment shall be made, insofar as not otherwise agreed, within 14 days with 3 % discount or with 30 days net, respectively after receipt of the invoice and receipt of the delivered object by the buyer. The buyer is entitled to bill of exchange payments.
- 8.3 The assignment of claims of the supplier from this contract to third parties requires the prior written consent of the buyer.

9. Terms of delivery

All deliveries are made based on DDP (Incoterms 2000).
Upon request of the buyer the supplier must take the packaging back at his costs insofar as not otherwise agreed in an individual case.

10. Security of property

- 10.1 Documents handed over to the supplier or prepared by him by order or with consent shall remain or become the property of the buyer.
- 10.2 Provisions are to be stored separately by the supplier, shall remain the property of the buyer and are to be marked as such. This shall also apply if material which is bound to the order is handed over. Provisions and material are processed on behalf of the buyer. Goods which are produced based on down payments or provisions are the property of or shall pass to the property of the buyer. If the supplier acquires (co-)ownership through a connection or mixing he assigns a co-ownership share to the buyer, which corresponds with the value of the provision or the material at the time when the property is produced.
The buyer is entitled to convince himself at all times of the proper storage and marking of the goods.
- 10.3 Tools, equipment and models which are produced for contractual purposes and charged separately by the supplier are the property of the buyer. They are to be marked by the supplier as the property of the buyer, stored carefully, secured against damages of all kinds and only used for the purposes of the buyer.
Natural wear and tear which is determined are to be reported to the buyer in writing in time. The supplier is obliged to hand these over in a proper condition after request.
If a tool loan contract is concluded this shall apply additionally

11. Warranty

- 11.1 The buyer is entitled to the statutory warranty claims in full. In case of faulty delivery the buyer can at his choice demand

- the remedy of the defect or the delivery of a faultless object. All expenses which are necessary for remedying the defect or for the pick up and subsequent delivery shall be borne by the supplier. The buyer's right to cancel the contract, to reduce the purchase price and demand damages and reimbursement of fruitless expenses remains unaffected.
- 11.2 The statutory warranty period shall apply. The warranty period shall only begin to apply for orders in framework agreements with the delivery of the last partial delivery.
- 12. Delivery guarantee**
The supplier of technical products undertakes to keep spare parts available for his products for 10 years after delivery.
- 13. Infringement of patents**
- 13.1 The supplier assumes the guarantee for the fact that the use of the delivered object and/or its sale does not infringe patents, licences, registered designs, utility models or other property rights of third parties. This shall also apply to the resale and/or the use of the delivered object to or in overseas countries.
- 13.2 If a claim is asserted against the buyer owing to an infringement of a property right according to Par. 1 the supplier shall join the dispute by assuming all costs.
- 13.3 In the event of the infringement of third party rights the buyer is entitled to the right to reimbursement of the corresponding damages against the supplier irrespective of his fault. The buyer is entitled to obtain the permission for use from the entitled party at the costs of the supplier.
- 14. Product liability**
- 14.1 The supplier is responsible for complying with the applicable statutory provisions and the status of science and technology. He undertakes to develop, produce and test the products which form the object of the order to the extent that they are delivered by complying with the applicable laws, the status of science and technology and the properties/specifications stipulated by the buyer.
- 14.2 The supplier is responsible for all claims asserted by third parties owing to physical injuries or property damages which are due to a faulty product delivered by him and undertakes to indemnify the buyer from the producer liability resulting from the fault. If the buyer is required to carry out a recall action towards third parties owing to a product which is delivered faulty by the supplier the supplier shall bear all costs associated with the recall action.
- 14.3 The supplier undertakes to maintain sufficient product liability insurance at own costs.
- 14.4 If there is reason to assume that a delivery or service does not meet applicable safety requirements or even with the use of the delivery or service as intended, this results in substantial danger the buyer can demand a single proof concerning the compliance with the provisions relating to appliance safety law. If the supplier cannot submit this proof or not within a reasonable period of time the buyer is entitled to cancel the contract.
- 15. Non-disclosure obligation**
- 15.1 The supplier undertakes to maintain secrecy concerning the conditions of the order and all information and documents which are made available for this purpose and the knowledge and experience gained personally according to the information of the buyer and only to use these for executing the order. He shall in particular not reproduce documents and return these to the buyer immediately and without request after settling enquiries or after processing orders.
- 15.2 Without the prior written consent of the buyer the supplier may not refer to the business relationship in advertising material, etc. and not exhibit delivered objects produced for the buyer
- 15.3 The supplier shall oblige his sub-suppliers accordingly
- 16. Place of performance**
The place of performance for all contractual services is the destination envisaged by the buyer. The exclusive place of jurisdiction for all disputes from this contract is Sternenfels.
- 17. Applicable law**
- 17.1 The law of the Federal Republic of Germany shall apply in addition
- 17.2 The application of the provisions of the convention of the United Nations relating to contracts concerning the international sale of goods (CISG) is excluded, further with contracts with foreign relations the applicability of the international and German law of conflicts.
- NB:
In line with the federal data protection act it is pointed out that the buyer has saved data of the customer and these data are processed.

HamaTech APE GmbH & Co.KG