

§ 1 General

Solely the following conditions of purchase apply to contracts entered into by Wendt SIT GmbH & Co. KG in the capacity of Buyer and the Supplier. We shall not acknowledge the Supplier's conditions of purchase to the contrary or those that differ from our conditions unless we had expressly approved of their validity in writing. Our conditions of purchase also apply if we unconditionally accept the Supplier's delivery although we are aware of the Supplier's conditions of purchase that are contrary to or vary from our conditions of purchase. Our conditions of purchase apply, as stated in the respective valid version, automatically to all future business transactions entered into with the Supplier.

§ 2 Entering into a contract

Our enquiries are non-binding at all times.

The Supplier undertakes to accept our order within a period of two weeks by returning the duplicate of this order signed by the Supplier. Our order and project numbers must be stated in written correspondence and consignment notes, delivery notes, bills of freight and invoices.

In the case of direct purchases from construction sites, special agreements entered into in advance apply if they contain content to the contrary. Subsequent amendments and/or supplementary information regarding the contract are subject to a written agreement between the Buyer and Supplier in order to be deemed valid.

§ 3 Prices

The prices stated in the order are maximum prices and are binding. We shall not acknowledge the Supplier's price escalator clauses. The prices are to be understood as free delivery to the receiving point and include customs, sales, packaging and freight costs as well as merchandise turnover and shipping document stamps. Value added tax is to be stated separately in the invoice. The Supplier undertakes to inform us in writing of any price reduction that it implements (regarding changed market circumstances etc.) during the term of the contract. Following our written confirmation the new price shall become an element of the contract.

§ 4 Delivery period

The delivery dates stated in the order or call-up are binding at all times and are to be adhered to precisely by the Supplier. Receipt of the goods at our premises or the receiving point stated by us shall be authoritative in respect of adherence to the delivery date or the delivery period. In the event of default in delivery, we shall be entitled to the statutory claims. Furthermore, we are entitled to impose a penalty. It shall be 1 % for each week that commences in which the delay applies, in total however at most 10 % of the delivery value insofar as the Supplier does not furnish proof of lesser damage. We reserve the right to assert further-reaching statutory claims. The Supplier undertakes to inform us in writing without delay if circumstances occur or are identified that give rise to the fact that the stipulated delivery dates cannot be met. The new delivery date is to be stated at the same time. Agreement by us to the new delivery date does not affect our claims regarding default in delivery.

In the event of a delay in delivery that is not the Supplier's responsibility (e.g. in the event of force majeure), we shall be entitled, following expiry in vain of a period of reasonable length set for the Supplier, to wholly or partially withdraw from the contract.

§ 5 Cancellation

We may cancel the order at any time in writing prior to hand-over of the goods. In such a case the Supplier shall be entitled to assert its claim for remuneration of its services rendered to date and the proven proportionate profit with consideration given to savings that may apply. If an application for the institution of insolvency proceedings regarding the Supplier's assets is filed by the Supplier or one of its creditors, we may, at our discretion and irrespective of our other statutory or contractual rights, withdraw from the contract and/or enter into the Supplier's contracts with its subcontractors.

§ 6 Delivery/passing of risk

Risk shall pass to us only once the goods have been offloaded at the respective place of performance. The point of receipt stated in our order is deemed the place of performance for the delivery. A delivery note/other proof of performance is to be handed over there at least in duplicate. Remuneration shall only be paid for the packaging in the case of an express agreement. The Supplier guarantees that its deliveries and/or services are not subject to any export restrictions whatsoever. Advice of dispatch, in each case in triplicate, with details of the gross and net weight etc. are to be forwarded to us prior to the shipping date. An invoice does not apply as advice of dispatch.

§ 7 Warranty

In view of the special features of the system transaction, an inspection is only to be conducted and, if applicable, appropriate notification of defects is to be provided following installation and commissioning of the deliveries and/or rendering of services. The agreed quantities are to be adhered to precisely in the event of partial deliveries too. However, in the case of mass goods, a surplus delivery of up to 3 % of the quantity stated in the order is permitted. The Supplier guarantees, in respect of all the deliveries it provides and/or the services it renders, to adhere to pertinent provisions of valid DIN or EN or ISO norms and standards, legal provisions, requirements and guidelines issued by authorities, regulations for the prevention of accidents issued by trade associations and other provisions of trade associations that apply in the Federal Republic of Germany, the country of origin and in the country in which the system is located or is to be set up and for which the deliveries and/or services are intended. We are entitled to assert statutory warranty claims for defects without restrictions. Above all, we are entitled to request, at our discretion, that the Supplier rectify a defect or supply a new item. In such a case, the Supplier undertakes to carry all costs that are required to rectify a defect or supply a new item. All measures involving the rectification of defects or supply of a new item are likewise governed by the provisions of these General Conditions of Purchase in respect of the Supplier's warranty. An obligation to inspect and provide notification of defects on our part is excluded in respect of attempts to provide subsequent improvement.

We are entitled to rectify the defects at the Supplier's cost in the event of imminent danger or if particular urgency is required in that respect. All costs and incidental costs in this respect shall be borne by the Supplier. Incidental costs are all costs incurred in conjunction with rectifying a defect/supplying a new item (e.g. transport/assembly/infrastructure and other costs and customs duties). Claims for damages are expressly reserved. This also applies to claims for damages as a result of non-performance.

In respect of the subsequently improved parts or those supplied as new items, the warranty period shall commence once they are commissioned, while in respect of subsequently improved services or newly rendered services it shall commence once they have been rendered in full. The Supplier's period of limitation regarding the warranty shall be suspended as long as the Supplier has not rejected our claims in writing following notification of defects. The warranty period shall end at the earliest 6 months following such a rejection.

In the event of withdrawal, we shall be entitled to free use of the Supplier's service up until a replacement is ready for operation on site; at the most, however, for the period of 2 years from the written declaration of withdrawal. The Supplier shall be entitled to retain the price paid by us for that period. At our request, the Supplier is to restore the condition that existed beforehand as part of taking back its deliveries and/or services. The warranty period shall expire after 8,000 operating hours, at the earliest 2 years following the final acceptance by the Buyer-Customer of the entire system ordered by us insofar as a longer specific order or material warranty period does not apply. If the supplied goods or service are used in a building structure, our warranty claims against the Supplier shall fall under the statute of limitations 5 years following delivery of the goods or rendering of the service. The Supplier shall also provide the same guarantee for the parts

supplied by its subcontractors. On request, subcontractors are to be stated by name.

§ 8 Liability and other claims

The Supplier undertakes, as part of the product liability or in the case of own action or failure to take action on the part of its vicarious agents that gives rise to third-party damage, to render us exempt from all statutory claims for damages by the aggrieved party at the first request. In this respect the Supplier also undertakes, in accordance with Sections 683, 670 BGB¹, to reimburse possible expenses resulting from or in conjunction with a call-back campaign conducted by us. We shall inform the Supplier – if possible and acceptable – of the content and scope of the call-back campaigns that are to be carried out, and give the Supplier the opportunity to comment.

The Supplier shall be liable to us for all personal, material and pecuniary damage caused as a result of the violation of its contractual obligations or tortious acts on its part or on the part of its vicarious agents. The Supplier's liability includes damage that we sustain directly or as a result of third-party claims including if such damage occurs following completion of the work.

We shall not be liable whatsoever to the Supplier or the personnel it deploys unless we act intentionally or as a result of gross negligence, or damage results from the loss of life, physical injury or detrimental effects on health.

Liability for indirect damage such as the loss of expected profits or other pecuniary damage is excluded insofar as we are not accused of intent.

In any case, our liability, irrespective on whichever legal grounds it is based, is limited at most to twice the amount of the respective individual contract. This limitation does not apply to liability in accordance with the product liability act.

The Supplier is to furnish proof of the existence of a third-party liability insurance policy with minimum cover of € 2,500,000.00 for personal and material damage for each case of damage (including cover abroad if necessary).

§ 9 Proprietary rights/documents/secrecy

The Supplier guarantees that no third-party rights shall be violated in conjunction with its delivery and/or service. If a third party brings an action against us in this respect, the Supplier undertakes to render us exempt from such claims at the first written request. We are not entitled to enter into any kind of agreement with such a third party - without approval by the supplier - and in particular we may not enter into a composition agreement. The supplier's obligation to render us exempt applies to all expenses that we incur and damage that we sustain as a result of or in conjunction with the claim brought against us by a third party. We are entitled to obtain a license to use the affected deliveries and/or services of the beneficiary at the Supplier's cost. Our approval regarding drawings, calculations and other technical documents does not affect the Supplier's sole responsibility for its deliveries and/or services. The drawings made in accordance with our details are to additionally include our letterhead and legal notice in accordance with our requirements and to our benefit. We reserve ownership and copyrights to diagrams, drawings, calculations and other documents. They may not be made available to third parties without our express, written approval. They are to be used exclusively for the production on the basis of our order. Once the order has been processed, they are to be returned to us on request in full, including copies that have been made. The Supplier shall furthermore maintain secrecy in dealings with third-parties regarding all operational procedures, facilities and systems etc. at our premises and that of our customers of which it gains knowledge in conjunction with its activity for us and following submission of the respective offer or completing the respective order. The Supplier shall place its vicarious agents under corresponding obligations.

§ 10 Models

If the Supplier produces models at our cost, ownership of these shall pass to us at the latest upon payment. These models and models that we may make available shall be gratuitously and carefully stored and insured by the Supplier as third-party property until they are called-up by us. Use for or by others is only permitted following our written approval.

§ 11 Payments

Invoices are to be sent at least in triplicate to the address of our headquarters in Frankenthal/Palatinate by way of stating the order number; otherwise, they shall be deemed not received. Delivery/services regarding one order are to be settled via a single invoice only. If any kind of defect is identified regarding the deliveries and/or services that is the Supplier's responsibility, we shall be entitled to retain a corresponding part of the price up until the defect is rectified and, where applicable, set it off against the claims to which we are entitled because of the defect. Payment is to be made by cheque or bank transfer in each case following delivery and receipt of invoice within 14 days, subject to a 3 % trade discount, or without deduction within 45 days. In any case, payments are made subject to checking the delivery or service at the construction site or other receiving point. The rendering of services prior to the agreed dates or prior to expiry of agreed periods shall not affect the ability to pay but shall entitle us to reject the performance. Regulating the invoices does not mean acknowledgement of proper delivery or service. This shall not, in particular, exclude asserting our statutory and contractual rights in relation to the Supplier. Frankenthal/Palatinate is deemed the place of performance for payments. Assigning claims made against us or those in conjunction with these conditions of purchase and/or the individual contract shall only be possible following our prior, written approval.

§ 12 Data protection

In respect of the German Data Protection Act we hereby draw attention to the fact that we process the data of our business partners that are required as part of the business relationship.

§ 13 Final provisions

All the Supplier's claims and rights against us shall fall under the statute of limitations at the latest one year from the statutory start of the period of limitation insofar as a longer limitation period does not apply by law. The Supplier may neither assign nor pledge claims and rights resulting from the order without our prior, written approval. In the event that individual provisions are or become invalid, void or prove to contain loopholes, this shall not affect the validity of the other provisions. An invalid or void provision shall be replaced by a regulation or a loophole shall be filled by a provision that comes closest to achieving the economic purpose intended by way of the invalid or void provision. The substantive law of the Federal Republic of Germany shall apply to a contract that has been entered into in full or in part based on these provisions. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Frankenthal/Palatinate is deemed the place of jurisdiction for all legal disputes resulting from the contract. We are entitled to bring legal action at any other place of jurisdiction that applies to the Supplier. In the event of variations as a result of translations of these conditions, or parts thereof, solely the German version shall be legally valid.

**Wendt SIT GmbH & Co. KG,
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¹ German Civil Code