

**General Sales and Delivery Conditions –
DEKODUR GmbH & Co. KG, Hirschhorn**

I. Application

1. Orders become binding only after confirmation by the supplier. Alterations or additions must be made in writing. All offers are subject to alteration unless specified as binding.
2. These terms are valid even for current contracts and also for future contracts, even when not specifically stated; in as far as they have been made available to the customer in a previous contract.
3. The customers' conditions of trade are not applicable unless specifically accepted by the supplier.
4. Should individual conditions be unaccepted by either party, the remaining conditions remain unaffected.

II. Prices

1. The prices are ex-work, and do not include carriage, customs import duties, and packaging, plus the existing VAT (Value added tax).
2. Should the main costs quoted change radically between the time of the quotation or confirmation thereof and the delivery date, the supplier and the customer will reach a mutual agreement.
3. Should the agreed price be dependant on the weight of the individual parts, the end price is regulated by the weight of the viewed and accepted samples.
4. The supplier is not bonded in later orders, even follow-up orders, to the prices in previous quotations.

III. Delivery and Acceptance Obligations

1. The delivery times date from the receipt of all necessary documents, the part payment and date of material ordering. With the receipt of the delivery advice note, the delivery time as agreed has been met even when the dispatch is delayed or not possible due to causes beyond the influence of the supplier.
2. Should the agreed delivery date not be held, due to the fault of the supplier, in as far as gross negligence or intent can be excluded the customer is entitled, after a reasonable extension of the delivery date, to claim damages or to rescind from the order. This excludes all further claims for damages. Damages claimed shall not be in excess 5% of that part of the order not delivered on time. The refusal to accept that part of the delivery is only valid when this had been previously agreed with the customer in writing.
3. Acceptable partial deliveries, as well as divergence from the ordered quantities by plus/minus 10%, are allowed.
4. With on-contracts without agreements on delivery dates, product dimensions and commitment regarding these. Should the customer not comply with this demand, within 3 (three) weeks, the supplier is entitled after a further 2 (two) weeks to rescind from the order and to claim damages.
5. Should the customer not comply with obligation to accept the delivery, the supplier is free, after prior notification of the customer, regardless of any existing rights, to dispose of these articles to a third party.
6. Should the supplier reaccept the articles as a good-will action, the said articles must be in perfect condition, in the original packaging and orderly delivered at a pre-agreed delivery date. The supplier is free to charge the customer for any costs arising thereby.
7. Should a delay be caused by circumstances beyond his control, the supplier is allowed to postpone the delivery date by the time involved, plus an acceptable time for the restart of the production. Should a part of the order have been already delivered, the supplier may, at this discretion, rescind from all or a part of the remaining contract. Under circumstance beyond his control are strikes, lockouts or any unforeseeable and unavoidable situations, such as breakdowns, which, notwithstanding all reasonable

efforts, render on-time delivery impossible. The evidence thereof must be furnished by the supplier. This holds even when the aforementioned delays occur after previous delays or when the delays are caused by a subcontractor. The customer may demand from the supplier, within two weeks, this declaration as to whether a complete cancellation of the order or a later delivery is agreeable. Should the supplier not give this declaration, the customer may rescind from the remaining part of the order. The supplier must inform the customer immediately when one of the aforementioned delays, as defined in clause I, occurs. It is his responsibility to minimize the inconvenience to the customer, even to the extent of handling over the forms and instruments for the time involved by the delay.

IV. Packaging, Dispatch, Risks during Delivery

1. Unless specifically agreed it is at the discretion of the supplier to select packaging, mode of transport, and route.
2. Even with delivery-free ex-works the risks during delivery are carried by the customer as soon as the product leaves the supplier's factory. Are delays or delays in dispatch accepted by the customer, the risk is carried by him from the date when the dispatch note is issued.
3. Upon written request, the products will be insured according to the customer's instructions and at his expense.

V. Reserved Ownership

1. The products remain the property of the supplier until all claims have been met, even when the extra price for special requirements has been paid. For account customers the reserved ownership of the delivery is a security in case of insolvency of the customer. Should the customer settle the payment by bill of exchange the ownership is not transferred until the bill of exchange has been cleared.
2. Further processing or treatment by the customer of the goods delivered by the supplier may only be carried out on exclusion of the ownership rights according to § 950 BGB (Federal Common Law of Germany) as contracted by the supplier. This entitles him to a co-ownership. This is as a security for the claims of the supplier, as in clause 1.
3. By further processing (combination or addition) by the customer using products not owned by the supplier, the conditions as laid down by § 947, 948 BGB (Federal Common Law of Germany) apply resulting in a proportional co-ownership of the suppliers on the so resulting material. These remain in the ownership of the supplier as in the conditions laid down.
4. The resale of the reserved ownership material by the customer is only permissible in the general commercial practice and under the condition of a reserved ownership as agreed in clauses 1 through 3. The customer is not permitted to agree to any other conditions regarding the products such as mortgaging or using the products as security.
5. In the case of resale, the customer hands over to the supplier, all rights regarding demands and justifiable claims in his customers, until all his claims of the original supplier have been fulfilled. The customer is obliged, when demanded by the supplier, to lay open all information and documents needed to secure the rights of the supplier against the customer's customer.
6. In case of resale of the delivered products after processing stated in clause/s 2 and/or 3, together with products not delivered by the supplier, eventual claims by the supplier are limited to the value of the products delivered by the said supplier as laid down in clause 5.
7. The supplier allows the customer, subject to revocation, the collection of outstanding debts, as assigned in clause 4 and 5. The supplier will not enforce his own right to collect debts as long as the customer complies with his obligation, also to a third party. The customer is obliged to inform the supplier of the assigned claims on demand.
8. With suspension of payments, application for the beginning of an insolvency procedure, or either a court case or any other agreement, the right to use or install the reserved ownership products and the permission to collect the transferred debts, by means of cheque or bill of exchange, is revoked.

9. Is the value of the security required by the supplier, 10% higher than the total claims, the supplier is obliged, on demand by the customer, to free the security as selected by the customer.
10. By eventual seizure or confiscation of the reserved ownership products by a third party, the supplier must be informed immediately. The resulting intervention costs must be borne by the customer when not covered by the third party.
11. Should the supplier enforce his rights as stated above, to recover the reserved ownership products, he has the right to sell openly or auction the said products. The reacceptance of the reserved ownership products takes place to reimburse the supplier and only to the agreed delivery price. Further claims due to any extra costs caused to the supplier, such as lost profit, remain valid.

VI Warranty for Material Defects

1. Relevant for the quality and type of the products are the hand-samples which the customer can obtain, on demand from the supplier, for testing purposes. A guarantee for specialized properties of the products and the yields of the production of forms must be contained in writing in the contract agreement. The current Standards (ES, DIN, BS etc.) govern the qualities of the product. The guarantee does not cover the risks of follow-up damages unless deliberate or gross neglect on the part of the supplier or one of his representatives or personnel can be proved.
2. Should the customer, after consultations with the supplier, order products beyond the standard qualities, the supplier only guarantees the function and the suitability for usage thereof when stated in writing. The deciding factor is the state of the technique at the time of acceptance of the contract.
3. Defect claims must be made in writing and immediately on discovery. Hidden defects must also be notified immediately on discovery. In both cases such claims become invalid after 1 (one) year from the acceptance of the products. Where German law § 438 para. 1 clause 2 BGB, § 479 para. 1 BGB, and § 634a para. 1 clause 2 BGB, prescribes a longer guarantee period, this is not then valid.
4. When the defect claims are valid, the hand-samples as accepted in writing by the customer are relevant for the quality and form of the product, the supplier is obliged to deliver product that complies with the ordered products. The customer is entitled to reduce the agreed price or even to rescind the contract should the supplier not fulfil his obligations within an acceptable period of time or declines to repair the defective material. Further claims especially with regard to loss or damages resulting from faulty or follow-up damages due to faulty material are limited by the regulation on VII. The original defect parts which have been replaced must be returned to the supplier at his cost on demand.
5. Losses of validity of such claims are caused by unauthorized repairs or incorrect handling. The customer is allowed, after consultation with the supplier, and to avoid even greater damage to the products or by delay in repairs by the supplier, to repair the damage himself at the supplier's cost.
6. The guarantee does not cover normal wear and tear on the products.
7. Such claims by the customer, as laid down in § 478 and § 479 BGB, are only valid when the said claims are justified and lawful, not however, good-will claims as accepted by the supplier. The customer is required to observe his own obligation to report such damages.

VII General Limitations of Liability

1. In all cases the supplier, due to non-compliance with the above conditions on the grounds of agreement or by legal obligations, is obliged to replace the said products or costs. His liability extends only to such cases where serious neglect or wilful damage or injury or undue risk to life or health can be proved against himself, his representative or an employee. This is not affected by any negligence liability resulting from the product liability law. This is also not affected by the responsibility resulting from the non-fulfilment of important parts of the contract obligations. The responsibility is limited to expected/ and

agreement specific damages, except in the case of clause 1. A change in the evidence to the disadvantage of the customer is not in the above ruling.

VIII Conditions of Payment

1. All payments must be in Euro (€) and directly to the supplier
2. Unless otherwise agreed a discount of 2% is granted if the payment follows within 14 (fourteen) days after the date of the bill, net after 30 (thirty) days. The discount is granted under the condition that all previous undisputed accounts have been settled. No discount is granted when a bill of exchange is accepted.
3. With payment made in arrears of the accepted date, an interest of the official rate of 8% above that of the Central European Bank will be charged. This is unless the supplier can prove a higher loss. The customer may furnish evidence of lower losses.
4. Payments by means of cheques or bills of exchange may be refused. Should cheques or re-discountable bills of exchange be accepted all bank fees are to be paid by the customer.
5. The customer may only charge interest or use his right of retention when his claims are undisputed or lawfully supported.
6. The continued non-compliance with the conditions of payment or circumstances which give rise to serious doubts about the solvency of the customer, allow the supplier to demand immediate payment of all outstanding debts. Above this the supplier is entitled, for all undelivered products, to demand payment in advance and if, after a reasonable period of time, payment is still in arrears to rescind from the contract completely.

IX Forms (Tooling)

1. The price of the forms includes the cost for a single trail run but not for the costs for test and processing units as well as for alterations desired by the customer. The cost of further trail runs, which the supplier requests, are also at his expense.
2. When not otherwise agreed the form manufactured by the supplier or a third party remains and will remain the property of the supplier. The forms may only be employed when using material delivered under contracts by the supplier. Further, the customer must fulfil the conditions of payment and acceptance. The supplier is only obliged to replace the form, free of charge, when this is necessary to enable the customer to fulfil contracts for guaranteed quantities of material. This obligation for storage of the forms extinguishes after a period of 2 (two) years from the date of delivery of the last part delivery of the form, and after informing the customer.
3. Should an agreement be reached by which the form passes in the ownership of the customer, this is only valid when the full price has been paid. If the form passes into the ownership of the customer the responsibility for storage now lies by the customer. Independent of the manufacturer's legal obligation to hand over the form to the customer and regarding the working life of the form, the form remains the property of the customers' own property, and insure it at the customers' expense.
4. The insurance of forms which have passed into the ownership of the customer, as in clause 3 above, and/or forms loaned to or made available to the customer, is limited to the responsibility of the manufacturer regarding storage and maintenance, as if it were his own material. The maintenance and insurance are at the expense of the customer. The obligation of the supplier ends, when the contract is completed and, in spite of demands by the customer, the supplier has not collected the form within an acceptable period of time. As long as the customer has not fulfilled all his agreed obligations, the supplier is entitled to retain ownership of the forms.

X Supply of Materials

1. Is material supplied by the customer, it must be delivered with an acceptable excess of 5%, in good time, in perfect condition, and at his own cost and risk.
2. Are these conditions not fulfilled, the delivery times are lengthened. Correspondingly the customer carries the extra costs involved due to interruption of the production as well as storage costs. Exception being due to circumstances being his control.

XI Commercial Protection and Legal Limitation

1. Should the delivery of articles manufactured by the supplier to drawings, models, samples or on hand of parts supplied by the customer, it is the responsibility of the customer to ensure that third party rights in the country of use are not infringed upon. The supplier will inform the customer of any such rights known to him. The customer must exonerate the supplier from any claims made by a third party and to cover the cost of resulting damages. Should the third party forbid the production or delivery of the products by reason of his rights or patents the supplier is – without examining the legal position - entitled to stop the manufacture, until the legal situation has been clarified by the customer and the third party. The supplier may rescind from the contract should the delay involved exceed an acceptable period of time.
2. The drawings and samples which have been made available to the supplier but which have not led to contract must be returned to the customer if so desired. Otherwise the supplier may dispose of these three months after the quotation has been made. The customer has the same obligation. The party entitled to dispose of such material must inform his contract partner of his intention in good time.
3. The copyrights and other rights, especially usage and evaluation rights, of his models, instructions, are the property of the supplier.
4. For all other legal limitations section VI applies.

XII Production and Legal Venues

1. The production venue is the factory of the supplier.
2. Legal disputes are settled at the discretion of the manufacturer - either at the venue of his company or that of the customers'. This holds also for deeds, bills of exchange or cheques.
3. German law alone is applicable. Reference to the United Nations agreement of the 11th April 1980 concerning the agreement about the national sale of products (BGB 1989, Page 586) for the Republic of Germany (BGB 1990, page1147) is not applicable.