

MAXIMATOR GmbH's General Terms and Conditions of Purchase

1. General Information and Scope:

(1) These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") shall apply to purchase contracts between Maximator GmbH, Lange Straße 6, 99734 Nordhausen (hereinafter referred to as "Maximator" or "We" or "Us") and its suppliers (hereinafter referred to as the "Supplier" in each case, with Maximator and the Supplier being referred to collectively as the "Parties" or individually as the "Party"), in respect of the purchase of movable items, particularly any kind of merchandise, equipment, goods, machinery or materials (hereinafter referred to as "Goods" in each case), irrespective of whether the Supplier manufactures the Goods itself or purchases them in part or in whole from component suppliers (sections 433, 651 of the Bürgerliches Gesetzbuch (German Civil Code - BGB)), and to contracts in respect of the production of works and/or the provision of services of any kind, including any supplementary or follow-on orders (hereinafter referred to, in each case, as "Work" or "Service").

(2) The Supplier's divergent, conflicting or supplementary general terms and conditions of business shall become part of the contract only and insofar as Maximator has given its express written consent to their applicability. This consent requirement shall apply in every case, even, for example, if Maximator, in full cognizance of the Supplier's general terms and conditions of business, accepts the latter's deliveries or services without reservation. Individual agreements entered into with Maximator on a case-by-case basis (including ancillary agreements, addenda and amendments) shall, however, always take precedence over these Terms and Conditions of Purchase. The content of such agreements shall be subject to a written contract or our confirmation in writing.

2. Order and Order Confirmation:

Contracts within the meaning of Clause 1(1) shall be formed by means of an order placed by Maximator (hereinafter referred to as "Order") and an order confirmation by the Supplier (hereinafter referred to as "Order Confirmation"). An Order Confirmation shall not be necessary if the Supplier supplies the ordered Goods or Works to Maximator, in accordance with these Terms and Conditions of Purchase, within the delivery or service deadline specified in the Order or, if delivery or service deadline are not specified in the Order and have not been agreed elsewhere, within 10 working days of receipt of the Order. Orders must be in written or electronic form. The Order Confirmation must always be provided without delay, indicating the precise order number, quantity, price and discount. If the Supplier is unable to adhere to the delivery or service deadline specified in the Order, it must indicate the shortest binding delivery time, which shall, however, require our counter-confirmation. If a delivery or service deadline is not specified in the Order and has not been agreed elsewhere, it shall be 10 working days from the time the contract is formed.

3. Delivery - Acceptance, Compensation for Default:

(1) The delivery must correspond to the Order or our delivery schedule in terms of execution, scope and scheduling and be carried out in accordance with the deadline.

(2) The Supplier shall not be entitled, without our prior written consent, to have third parties (e.g. subcontractors) render the Service that it is required to provide. Unless otherwise agreed in an individual case (e.g. sale of goods in stock), the Supplier shall bear the procurement risk for its Services.

(3) Acceptance tests shall be formal in nature, with a record to be signed by both Parties being prepared.

(4) If it becomes apparent to the Supplier that it will not be able to meet its contractual obligations in whole or in part or in a timely manner, it shall inform Us thereof in writing without delay, indicating the reasons. If the Supplier fails to provide its Service or fails to provide it on the agreed delivery or service deadline or if the Supplier defaults, our rights, particularly in respect of rescission and damages, shall be determined in accordance with the statutory regulations. This shall not affect the provisions set out in the following paragraph (5).

(5) If the Supplier defaults on delivery, We shall be entitled to demand flat-rate default compensation of 1% of the net price for each completed calendar week in which the Supplier is in default, but no more, in total, than 5% of the net price of the delayed Goods, Work or

Service. We shall reserve the right to furnish proof that We have incurred higher loss or damage. The Supplier shall reserve the right to furnish proof that We have incurred no or less loss or damage as a result of the default.

4. Warranty, Liability and Statute of Limitations:

(1) In the event of defects in quality or title (including incorrect and short delivery as well as inappropriate assembly, inadequate assembly or operating instructions or instructions for use) and in the event of other violations of duty by the Supplier, the statutory regulations shall apply.

(2) The statutory regulations (sections 377, 381 of the Handelsgesetzbuch (German Commercial Code - HGB)) shall apply to the commercial duty to inspect and object to defects, with the following proviso: our duty to inspect shall be limited to defects that openly come to light through external examination, inclusive of shipping documents, during our incoming goods check as well in the sampling procedure during our quality control (e.g. transport damage, incorrect and short delivery). Where an acceptance test has been agreed, there shall be no duty to inspect. In other respects, it shall depend on the extent to which an inspection is feasible in the normal course of business, taking the circumstances of the individual case into account. This shall not affect our duty to object to defects discovered at a later date. In any case, our objection (notice of defects) shall be deemed to have been provided without delay and in a timely manner if the Supplier receives it within 10 working days. Payments made by Maximator shall not be deemed to be a waiver of the notice of defects.

(3) The Supplier shall be liable in accordance with the statutory regulations.

(4) The claims that the Parties to the Contract have against one another shall be time-barred in accordance with the statutory regulations. Notwithstanding the above, the warranty period shall, however, be 36 months.

5. Shipment:

Goods and/or Works shall be shipped to the address specified by Us. A delivery note indicating the Order date, Order number, number of packages, quantity and weight of the Goods or Works shall be enclosed with each consignment.

6. Prices:

(1) The prices agreed shall, in principle, include delivery to our works (Incoterms 2010 DDP). All prices shall include statutory VAT unless this is shown separately.

(2) Only the prices quoted in our Order shall be deemed to be a contractual price agreement. No payment shall, in principle, be made in respect of subsequent demands asserted after contract formation due to costs that have not been taken into account or price and wage increases that have occurred subsequently even if the Supplier, in its Order Confirmation, has reserved the right to make such demands on a unilateral basis, i.e. without our agreement.

(3) No remuneration shall be paid for any special costs outside the agreed price for preparing plans and calculations in respect of the execution of our Orders.

(4) Insurancy policy costs shall be charged to Us only if this has been agreed with Us in writing beforehand. A ban on forwarding insurance and roll-on/roll-off insurance shall apply to our forwarding orders.

7. Invoices:

Invoices shall be submitted in duplicate. Invoices that do not bear our Order number and Order date may be rejected by Us. Invoices must be sent by post under separate cover. Under no circumstances may they be enclosed with the Goods. Invoices whose receipt is delayed shall be entered under the date on which they are actually received. Any discount period shall apply only after a corrected, complete and proper invoice has been received.

8. Payment:

(1) Payment shall be made, in principle, within 14 days of receipt of invoice and Goods with a discount of 3% or 30 days net, at our option.

(2) The Supplier shall have a right of set-off or retention only on account of legally established or uncontested counterclaims.

9. Retention of Title:

(1) Any processing, mixing or combining (further processing), by the Supplier, of items provided shall be undertaken on our behalf. The

same shall apply in the event that We further process the supplied Goods or Work, such that We are deemed to be the manufacturer and acquire ownership of the product or Goods or Work no later than at the time of further processing, in accordance with the statutory regulations.

(2) The transfer of ownership of the Goods or Work to Us shall be carried out unconditionally and without regard to payment of the price. If, in an individual case, however, We accept an offer, by the Supplier, of transfer of ownership that is conditional upon our paying the purchase price or compensation for work performed, the Supplier's retention of title shall extinguish no later than on such payment of the supplied Goods or Work. We shall, even prior to payment, remain authorized to sell the Goods or Work on in the ordinary course of business, with advance assignment of any receivable arising therefrom (alternatively, application of the simple retention of title extended to the onward sale). All other forms of retention of title, particularly extended and forwarded retention of title as well as retention of title extended to further processing, shall, in any case, be excluded thereby.

10. Manufacturing Materials:

Manufacturing materials such as models, samples, tools, gauges, drawings and such like that are made available to the Supplier by Us or are manufactured according to our specifications must not, without our consent, be sold, pledged or otherwise passed on to third parties or used for third parties. The same shall apply to any items manufactured using such manufacturing materials. These items may be supplied only to Us unless We have agreed in writing to their use for other purposes. On completion of our Orders, the manufacturing materials provided by Us or produced on our behalf shall be returned to Us without any special request from Us.

11. Non-Disclosure:

(1) The Supplier shall be obliged not to make confidential information relating to Maximator indirectly or directly accessible to third parties until after five (5) years from the date on which it receives the corresponding confidential information and not to use it for purposes other than carrying out the respective Order in the context of which it obtained knowledge of the confidential information relating to Maximator. The following shall be deemed to be confidential information relating to Maximator: (i) information about the details of the relevant Order (including the content of the respective offer), (ii) any technical information and know-how relating to Maximator that are made available to the Supplier in the context of the Order, (iii) other information marked by Maximator as confidential and (iv) trade and business secrets relating to Maximator if and to the extent that such secrets are not included in (i) to (iii).

(2) The non-disclosure obligations set out in the previous paragraph (1) shall not apply to confidential information relating to Maximator (i) that can be proved to have been known to the Supplier prior to communication by Maximator or prior to the Supplier's obtaining knowledge thereof in the context of an Order and has not been disclosed through breach of a non-disclosure obligation by a third party, (ii) that was in the public domain or generally accessible prior to the communication, (iii) that entered the public domain or became generally accessible after the communication without any contribution by, or fault on the part of, the Supplier, or (iv) that needs to be disclosed in the context of an official, judicial or arbitral procedure.

12. Anti-Corruption Measures:

The Supplier shall not pay any bribes to Maximator (including any payments to speed up or facilitate processes). The Supplier shall have, maintain and enforce its own guidelines and procedures, which ensure that the Supplier (including its affiliated companies and persons that operate for the Supplier when executing a contract with Maximator) and its subcontractors comply with the applicable laws against bribery or corruption. The Supplier shall notify Maximator without delay if the Supplier (or its affiliated companies and persons that operate for the Supplier when executing a contract with Maximator) or its subcontractors receive a demand or request in respect of unlawful or inequitable financial or other advantages in connection with the execution of a contract with Maximator.

13. Place of Fulfilment, Legal Venue, Final Provisions:

(1) Unless otherwise agreed in writing, the place of fulfilment for all obligations of both Parties shall be Nordhausen.

(2) The legal venue for all disputes arising from contracts pursuant to Clause 1(1), their formation, interpretation and execution, as well as any contractual and business relationships resulting therefrom, shall

be the court that has jurisdiction over Nordhausen. We shall, however, be entitled to appeal to the courts at the Supplier's business domicile.

(3) Contracts pursuant to Clause 1(1), their formation, interpretation and execution, as well as any contractual and business relationships resulting therefrom, shall be governed by German law. Application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

(4) The Supplier must not, without Maximator's prior written consent, assign rights arising from a contract entered into with Maximator to third parties.

(5) Legally relevant declarations and notifications to be submitted to Us by the Supplier after contract formation (e.g. deadlines, reminders, declaration of rescission) shall require the written form in order to be valid.

(6) References to the applicability of statutory provisions shall be given for the purposes of clarification only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly altered or expressly excluded in these Terms and Conditions of Purchase.

14. Information Management

(1) The Supplier must notify us of any products that do not comply with the order prior to delivery

(2) The Supplier must obtain written approval from Maximator with regard to the planning/ further handling of non-conforming parts

(3) The Supplier must inform Maximator of any changes to the product and/or process, any changes with regard to its sub-suppliers, any changes to the location of the production plant and, if necessary, obtain the approval of Maximator, and

(4) The Supplier must verifiably apply the applicable requirements arising from the order, including customer requirements, to the supplier chain

(5) The Supplier must implement requirements on the retention of records based on our preservation periods, and

(6) The Supplier must grant Maximator, its customers and regulatory authorities a right of access to the relevant areas of all facilities involved in the order, at every level of the supplier chain, as well as to all relevant records.

15. Availability of spare parts

(1) The supplier guarantees availability of spare parts which are necessary for all deliveries and services for a period of 30 Years from delivery.

(2) If the supplier can no longer fulfill this obligation, he will inform Maximator immediately in writing. If the supplier violates the obligation to ensure the availability of spare parts, Maximator is entitled to recreate the part that is no longer available at the supplier's expense. The supplier must support Maximator in all respects (for example to provide manufacturing drawings and to procure any required protection rights).