

General Terms of Purchase

of MC Technologies GmbH, Kabelkamp 2, 30179 Hannover

§ 1 General; Applicability

- (1) Our terms of purchase shall be applicable exclusively. We shall not recognize any terms of the supplier which conflict with, or deviate from, our terms of purchase unless we have explicitly accepted them in writing. Our terms of purchase shall also be applicable in cases where we accept delivery of the supplier without reservation, knowing about terms of the seller that conflict with, or deviate from, our terms of purchase.
- (2) All agreements that were concluded for the purpose of executing this contract are terminated in writing in this contract.
- (3) Our terms of purchase shall only apply to companies as defined by § 310 para. 1 BGB (German Civil Code).

§ 2 Offer; Offer Documents

- (1) The supplier is obligated to accept our order within a period of two weeks.
- (2) We shall reserve ownership and copyright of any illustrations, drawings, calculations and other documents; they are not to be made available to third parties without our expressed written consent. They are to be used exclusively for the purpose of completion of our order; they are to be returned to us unsolicited after the execution of the order. They will be kept secret from third parties; the regulation of § 9 para. (5) shall also apply.

§ 3 Price - Payment Terms

- (1) The price stated in the order shall be binding. In the absence of any written agreement to the contrary, the price shall include free delivery, which includes packaging. The return of packaging material needs to be agreed upon separately.
- (2) The legally applicable value-added tax is always to be disclosed separately.
- (3) Invoices can only be processed, if they contain - in accordance with the specifications of our order - the order number shown on our order form; the supplier is responsible for any consequences resulting from the non-compliance with this obligation unless he is able to prove that he is not responsible for these consequences.
- (4) Unless otherwise agreed in writing, we shall pay the invoice amount within 14 days, counting from the delivery and receipt of the invoice, subject to a 2% discount, or net within a 60-day period from receipt of the invoice.
- (5) We are entitled to deduct receivables of our suppliers with corresponding claims. This also applies if the corresponding claims are due at different times.

§ 4 Delivery Period

- (1) The delivery period indicated on the order is binding.
- (2) The supplier undertakes to inform us without delay in writing as soon as circumstances occur or as soon as circumstances become recognizable that would result in it not being possible to uphold the stipulated delivery period.
- (3) In the event of delay in delivery, we shall be entitled to statutory claims. In particular, after the unsuccessful additional period of a reasonable subsequent deadline, we are entitled to demand damages instead of performance. In the event we claim damages, the supplier is entitled to demonstrate to us that he is not responsible for the violation of contractual duties.
- (4) For delayed deliveries, we shall be able to claim a one-off lump sum for damages amounting to 0.5% of the agreed amount of the net sum of the delayed services for each calendar day that was exceeded but not more than a total of 10% of the amount of the invoice. Additional claims will remain unaffected.

- (5) The supplier is not entitled to deliver more than two working days prior to the agreed time of delivery. In the event of noncompliance, we are entitled to reject the delivery. Should we not reject the premature delivery, the payment and discount period will occur according to the originally agreed terms of delivery.

§ 5 Transfer of risk - Documents

- (1) Delivery will occur free of charge if not otherwise agreed to in writing.
- (2) The supplier shall be obliged to indicate our exact order number on all consignment documents, delivery notes and invoices, if he fails to do so, any delays in processing are not our responsibility.

§ 6 Inspections for defects - Liability for Defects

- (1) We shall be obligated to examine the goods for any deviations in quality and quantity within reasonable time limits; the complaint shall be in good time insofar as it is received by the supplier within a period of 5 working days calculated in each case as from receipt of the goods or in the case of hidden defects as from time of discovery.
- (2) We exercise the unabridged legal right to make claims based on defects; in any case we shall be entitled to demand that the supplier eliminates the defect or supplies a new item, for which the choice shall be at our discretion. The right to claim damages, in particular for damages instead of performance, remains explicitly reserved.
- (3) We shall be entitled to remedy the defect ourselves at the supplier's expense in cases of supplementary performance is behind schedule in particularly urgent cases or for any other reason.
- (4) The statutory period of limitation is 36 months from the day of transfer of risks, unless the mandatory provisions of §§ 478, 479 BGB apply.
- (5) In the case of sales of consumer goods, the provisions of §§ 478, 479 BGB remain unaffected.

§ 7 Product liability - Release - Detainment - Compulsory insurance - Product conformity and documentation

- (1) To the extent the supplier is responsible for product damage, he shall be under the obligation to indemnify us upon first demand against any claims for damages by third parties if the cause lies within his sphere of control and organization and is individually liable to third parties.
- (2) In his own attitude toward incidents of damage with respect to para.1, the supplier is also obligated to compensate us for any expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB, arising from or in connection with any recall program legally undertaken by us. We will inform the supplier of the content and scope of the recall measures to be performed - to the extent possible and reasonable - notify in good time and give it the opportunity to comment.
- (3) We will act to coordinate the required notification to the competent authorities according to regulations of the German Product Safety Act (ProdSiG).
- (4) The supplier undertakes to maintain product liability insurance with a lump-sum coverage amount of € 10 Mio. per personal injury claim/property claim; if we are entitled to further claims for damages, these shall remain unaffected.
- (5) The supplier guarantees that its products will conform to all legal requirements and be valid for sales and further processing of products delivered by it within the European Union. This also particularly affects CE conformity and compliance with RoHS and

- REACH regulations. If required, the supplier will provide the appropriate supporting documentation free of charge.
- (6) We may demand that the supplier provide certificates of origin/supplier's declaration pursuant to EU regulation 1207/2001 prior to the initial delivery and after that for each current calendar year free of charge.

§ 8 Property rights

- (1) The supplier guarantees that there will be no violations of rights of third parties in connection with its delivery.
- (2) If claims are asserted against us by a third party due to such infringement, the supplier shall be obliged to indemnify us for these claims upon first written request. For damage claims by third parties, it will be up to the supplier to produce evidence that it has not committed a violation of the rights of a third party.
- (3) We are not entitled to conclude any agreements with third parties - in particular to make a compromise - without the consent of the supplier.
- (4) The supplier's duty to indemnify shall apply to all expenses which we necessarily incur through or in connection with the claims asserted by a third party.
- (5) The period of limitation shall be 36 months calculated from the passing of risk.

§ 9 Retention of Title - Provision - Tools - Nondisclosure

- (1) Insofar as we provide parts to the supplier, we shall retain ownership of said parts. Any processing or reworking by the supplier shall be undertaken on behalf of us. If the goods subject to our retention of title are processed with other objects not belonging to us, then we shall acquire coownership of the new item in proportion to the ratio of the value our item (purchase price plus value-added tax) to the other processed objects at the time of processing.
- (2) If the article supplied by us is intermixed inseparably with others not belonging to us, we shall acquire co-ownership of the new article in proportion to the value of the conditional goods (purchase price plus value-added tax) to the other intermixed articles at the time of intermixture. If the goods are mixed in such a manner that the supplier's item is regarded as the main item, the parties hereby agree that the supplier shall transfer proportionate co-ownership to us; the supplier shall hold sole ownership or co-ownership on our behalf.
- (3) We reserve our title to tools; the supplier is under further obligation to use the tools solely for the manufacture of the goods that we have ordered. The supplier is obliged to insure the tools belonging to us for the value when new at his own expense against fire, water damages as well as theft. At the same time, the supplier already transfers all claims for compensation from this insurance to us; we hereby accept such a transfer. The supplier

is under obligation to perform any necessary service and inspection work on our tools, as well as all repair and maintenance work on the same, in good time and at its own cost. Any instances of malfunction shall be notified to us immediately; should he culpably fail to do so, any claims of damages then remain unaffected.

- (4) To the extent our collateral rights as defined in para. 1 and/or para. 2 exceed the purchase price of all our conditional commodities not yet paid by more than 10%, we are, upon request by the supplier, obligated to release the collateral rights at our discretion.
- (5) The supplier undertakes to treat all received illustrations, drawings, calculations and other documents and information as strictly confidential. They may only be disclosed to third parties with the expressed written consent. The obligation of non-disclosure shall also apply to the execution of this contract. It ceases if and to the extent that the knowledge contained in the illustrations, drawings, calculations and other documents made available becomes generally known or was already verifiably known by the supplier at the point in time with regards to para. 1.

§ 10 Place of Jurisdiction - Place of performance

- (1) If the supplier is a merchant, the place of jurisdiction shall be our company seat. We shall also have the right to bring an action against the supplier in the court of his residence.
- (2) Unless specified otherwise from the order, the place of performance shall be our company seat.

§ 11 Severability clause

- (1) This contract shall remain valid even if individual provisions thereof are ineffective or are invalid. This shall not apply if adherence to the contract would cause an unreasonable hardship for one of the parties. The parties to this contract will cooperate in order to replace the invalid provision by a valid provision which comes closest to the original economic intention of the parties.