General Terms of Purchase of JOH. HEINR. BORNEMANN GmbH (hereinafter "Purchase Conditions")

1. Applicability

We order based on these Purchase Conditions as far as our supplier (hereinafter "Supplier) is acting while concluding the contract in the exercise of a commercial or independent professional occupation (business persons) or is a legal person of public law or a public law special fund. All supplies, deliveries, performances or offers by our Suppliers shall exclusively be subject to these Purchase Conditions.

Any other general terms of the Supplier are not contractually binding, even if we do not expressly object to the latter. If we accept the supplied items without express objection, it may by no means be derived that we had accepted the general terms of the Supplier. Upon tendering a quotation, the Supplier must declare acceptance of our Purchase Conditions. If such an express declaration is not made, the execution of our order is considered as recognition of our Purchase Conditions. Our Purchase Conditions shall apply in their respectively current version also to all subsequent deliveries, supplies or offers of the Supplier, without such fact having to be expressly stated or agreed upon at the conclusion of such subsequent business transactions.

2. Orders

We are only bound to our written orders which have been confirmed in written form by the Supplier within 10 days of the order date. Otherwise, we reserve the right to cancel the respective order without incurring any expenses whatsoever.

3. Prices

The price contained in our order shall be considered binding and is to be understood "net" (without VAT), including delivery and transport to the delivery address named in the order as well as packaging costs.

4. Delivery Period and Consequences of Delivery Delays

Confirmed delivery dates refer to date of receipt by our goods receiving department and are binding. The Supplier informs us immediately of anticipated delivery delays by stating reasons therefore as well as measures initiated. If the Supplier does not render its due performance at all, not in the manner agreed upon, not within the delivery time agreed to or should the Supplier be in delay for some other reason, our rights to act according to statutory law -, in particular, but not limited to our right of rescission or to claim damages - shall be unrestricted.

5. Transportation, Freight, Packaging, Load Securing, Customs, Insurance (national, international)

Packaging and transport instructions must be adhered to under all circumstances.

5.1 Packaging

The Supplier shall be responsible for the packaging of the supplied items. Costs for packaging are included in the purchase price. The packaging must be appropriately adapted to the requirements of the respective items. Sufficient own protection of the supplied items against damages as well as safe transportation and fail-safe handling when loading, transporting and during movement/warehousing must be ensured by the packaging. Possible damages to the supplied items resulting from insufficient or missing packaging are to be borne by the Supplier.

5.2 Loading / Load Securing

With loading consignments n o t handled by a courier, express or parcel service, the Supplier must satisfy himself of the good condition of the cargo securing system on the vehicles, or if such cargo securing system is insufficient, must draw the driver's attention thereto and, if necessary, care for supplementary securing measures on the transportation vehicle (§412 HGB/Commercial Code, §22 StVO/ Road Traffic Act).

5.3 Transports National

Courier consignments up to 40 kg/gross: UPS Courier service is used for consignments weighing **up to 40 kg/gross,** provided not otherwise agreed upon. Our customer number with UPS is: **674533.** *Consignments weighing over 40 kg/gross:* national (inner-German transports) of consignments **over 40 kg/gross** are to be handled by forwarders or carriers named by us.

5.4 Transports International/Global

Courier consignments up to 32 kg/gross: For the international transportation of consignments weighing **up to** 32kg/gross DHL-Worldwide Express is to be used as carrier. Our Import-Express Customer Number is **961431754.** *Consignments weighing over 32kg/gross:* There is

no binding commitment to a certain carrier for international transportation of consignments weighing **over 32kg/gross.** The Supplier is liable for the forwarder/carrier it has chosen based on its responsibility for the selection of said forwarder/carrier.

5.5 Customs/Export Controls

For deliveries from abroad, the international H.S. codes for the goods concerned are to be entered in the delivery note/invoices. If the goods ordered are destined for further export, the order confirmation must include whether the goods have been recorded in the export list or whether they are subject to re-export constraints pursuant to the laws of the United States of America. If no particulars are given, we assume that both points do not apply.

5.6 Insurance/Transfer of risk

We are a SVS/RVS (forwarder's risk insurance) "Verbotskunde" customer, thus generally waiving insurance by third parties. We only accept insurance of supplied items which travel at our risk due to specific agreement, if such insurance has been agreed with us in advance of transport.

The price variation risk as well as the risk of accidental loss or accidental deterioration shall in any event pass to us only after handover of the supplied items at the agreed location or in the absence of such agreement only after handover at our goods receiving department.

6. Delivery Note

Every delivery must be accompanied by a delivery note in duplicate - to be affixed at the position indicated.

7. Invoices, Terms of Payment and Settlement of Cost Estimates, etc.

Cost estimates, drafts, drawings and samples shall only be remunerated by us upon respective prior written agreement. We will only process invoices and delivery notes further showing the order number and item number as per the specifications made by our order; should any of this information be missing and should this cause a delay in processing within our normal course of business, the subsequently named payment dates are automatically extended by the period of the delay.

Invoices are due for payment 30 days after receipt. If settlement is effected within a fortnight of receipt of invoice, we are entitled to deduct a 2 % discount. The date of receipt of the invoice is authoritative for payment and discount calculations. If the supplied items are received later than the invoice, the payment and discount periods commence on the day the supplied items are received.

8. Receivables

Receivables for deliveries to us may only be assigned to third parties upon our written consent. Setting off own receivables against receivables for deliveries to us is permissible without reservation. Liens for own claims on receivables due for deliveries to us may neither be qualified nor excluded.

9. Claims for Defects as to Quality

In the case of defects as to quality, we are entitled to assert our statutory rights.

Effects to remedy defects are considered to have failed after the first unsuccessful attempt. If the Supplier does not fulfil its obligation to remedy defects within the set deadline, we are in particularly urgent matters, namely if due to the urgency it is impossible to inform the Supplier about the defect and the impending damage and to set even a short deadline for corrective action, as well as where there is danger in delay or after the unsuccessful expiration of an adequate deadline set to remedy defects as well as for subsequent performance, entitled to remove the defects ourselves at the account of the Supplier, in particular by exchange or repair of damaged parts. We are entitled to remove damages at the account of the Supplier.

In cases of subsequent performance by delivery the warranty period under statutory law shall restart anew if the Supplier during subsequent performance acknowledges its obligation. The acceptance or release of drawings or samples does not exclude our entitlement to claim defect of quality.

Our claims for defects in quality shall only become time-barred two years after delivery.

Supplied items received will be checked (partly in spot checks) by us and depending on their compliance with the quality standards agreed to, released, accepted with reservation or rejected. Defects of the supplied items will be pointed out to the Supplier immediately, once these may be diagnosed within the ordinary course of business.

Whether a defect as to quality exists, is to be judged according to the

- binding order including the regulations there in (DIN-standards, plant standards, technical supply terms, data sheets, drawings, etc.)
- the specifications agreed to,
- the test procedures and testing equipment particularly agreed to,
- the additional order specifications (e.g. packaging instructions) and
- statutory law.

In case of a defect in quality, we are entitled according statutory law to reduce the purchase price or rescind the contract. Furthermore, we are entitled under statutory law to claim for damages and reimbursement of expenditures.

The Supplier shall inform us immediately after receipt of the order documents about its inability to satisfy one or several of our order requirements.

The Supplier confirms by acceptance of our order to have at its disposal adequate means, in particular an effective quality insurance system, to assure flawless delivery of goods and services according to the quality standards agreed to.

This includes e.g. sufficient manpower, technical equipment as well as an adequate organisation as to prevention and detection of defects. We will cooperate with our suppliers in a forward looking and market-oriented manner to accomplish the satisfaction of our customers and to prevent difficulties during the performance of the contract.

10. Product Liabilty

The Supplier will indemnify us from all damage claims which may be brought forward against us by third parties due to a defect of the items supplied to us by the Supplier, as far as these claims exist and damages have occurred. The indemnification includes the release from all costs of a necessary product recall or other measures for the prevention of dangers. The indemnification shall cover all expenses in connection with the claims by third parties, including, but not limited to the costs of assertion of legal rights (such as adequate attorneys´ fees).

As far as the Supplier is obliged according to specific agreement to take out at its own account product liability insurance with an insured amount to be agreed to, it will forward to us upon demand a copy of the insurance policy at any time.

11. Industrial Property Rights and Copyrights

In case of fault, the Supplier is liable that the supplied items do not violate or infringe industrial property rights and copyrights of third parties. In case of liability, the Supplier must make available to us at no extra cost a license from the owner of the respective industrial property right or copyright and by that measure enable us to use the supplied items, including possible repairs, amendments or supplements, nationally and internationally, and further must release us from any claims of third parties in this respect on first written demand. Claims asserted against us by third parties for non-utilisation of the supplied items or services rendered, entitle us to return items already paid for to the Supplier at its cost and to remove services rendered. Payments made by us are to be returned. We are entitled to demand compensation for the damages incurred by us.

12. Statutory and Governmental Regulations

The Supplier guarantees that the supplied items comply with all statutory and governmental provisions (e.g. law governing technical tools and equipment, EU guidelines, etc.) and with the safety rules and accident prevention regulations of the accident prevention and insurance association. Should this guarantee be violated, we may claim damages or rescind the contract.

13. Secrecy

All documents we make accessible to the Supplier within the course of our business relationship, particularly construction drawings, plans, calculations, implementation instruction, product descriptions, experience reports, process descriptions as well as other documents are considered confidential, are subject to our intellectual property right and copyright and may – even after the cessation of the contract - neither by copied nor made directly or indirectly accessible to third parties without our prior approval. These documents are only to be used for the manufacturing according to our order and must be returned to us without delay after settlement of the order. The secrecy obligation only ceases to exist, once and insofar the knowledge contained in these documents made accessible to the Supplier as per the above, has become generally known in a legally permissible manner. Goods produced according to our specifications, drawings or models or with tools, wholly or partly paid by us, may neither be offered to, nor inspected by, nor supplied to third parties. For every case of a culpable violation of the above described obligations of secrecy, we are entitled to demand an adequate penalty to be determined at our sole discretion, which may in case of disputes be verified by the competent court of jurisdiction.

14. Retention of title

The transfer of ownership regarding the supplied items to us is without condition and without regard to the payment of the purchase price. All forms of extended clauses of retention of title or with reservation of ownership in favour of the Supplier until payment of the purchase price are expressly excluded, if as a consequence any retention of title possibly declared by the Supplier in a legally effective manner shall only be effective until payment of the items supplied to us and only in respect of these items.

15. Severability

Should a provision of these Purchase Conditions be or become invalid, void or unenforceable, the legal validity or enforceability of all other provisions of these Purchase Conditions or other agreements shall not be affected thereby. Invalid, void or unenforceable provisions of these Purchase Conditions shall be deemed to be replaced by such valid and enforceable provisions which come as close as possible to the commercial purpose of the cancelled provision.

16. Place of Performance

Place of performance for all supplied items – except as otherwise agreed to individually or pursuant to possibly applicable INCOTERMS – shall be our headquarters or any other location named by us. Provided permissible under statutory law, the venue for all disputes arising out of or in connection with these Purchase Conditions and all agreements concluded on the basis thereof shall be Bückeburg.

17. Applicable Law

Unless otherwise agreed upon, the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (UN Sales Law, CISG), shall have exclusive application to all disputes arising from or in connection with these Purchase Conditions and all agreements concluded on the basis thereof.

18. Receipt of Deliveries

Mon.-Thurs. 7.30 a.m. to 3.00 p.m. German time

Fr. 7.30 a.m. to 12.00 a.m. German time

Obernkirchen, in April 2009