

General Terms and Conditions of VIDEOR E. Hartig GmbH

as of 1 May 2009

1. General

- 1.1 The below-listed general terms and conditions of Videor E. Hartig GmbH (hereinafter Videor) apply to business transactions with Videor if the party ordering is an entrepreneur as defined by Art. 14, BGB (German Civil Code) or a legal entity or separate estate under public law.
- 1.2 These General Terms and Conditions of Videor shall apply exclusively. Any differing, conflicting or supplemental terms and conditions of the party ordering shall only become part of the contract if and to the extent Videor has given its express written consent. This requirement of consent applies in any case, even if Videor executes a delivery without reservation in spite of being aware of the general terms and conditions of the party ordering.
- 1.3 The party ordering is bound to his/her offer of contract for 3 weeks.
- 1.4 The contract will come into effect when Videor confirms acceptance thereof in writing or effects performance or delivery within the deadline.
- 1.5 Videor reserves its exploitation rights without restriction on all proprietary and copyrighted cost estimates, drawings and other documents (hereinafter referred to as documentation). The documentation may only be made accessible to third parties with the prior consent of Videor and must be returned to Videor without delay on request if Videor is not granted the contract.
- 1.6 The party ordering has the non-exclusive right to use standard software with the agreed performance characteristics in unaltered form on the agreed hardware. The party ordering is entitled to make back-up copies without any explicit agreement to this effect.
- 1.7 All agreements, collateral agreements, provisos, amendments and supplements to the contract must be recorded in writing in the interest of conservation of evidence.

2. Prices

- 2.1 Prices are subject to change unless fixed prices have been agreed. The Videor prices valid on the day of delivery or performance in accordance with the Videor price lists shall apply ex Videor delivery stores.
- 2.2 All prices are without discounts or any other deductions plus value-added tax at the rate valid on the date of delivery or performance.
- 2.3 The costs of packaging, loading and shipping from the Videor delivery stores are at the expense of the party ordering. When delivering goods upon which duty has not been paid, the party ordering must pay the charges levied by the customs authorities and any related costs.

3. Terms of Payment

- 3.1 With the exception of agreements made expressly to the contrary, payment is always due at the latest when the purchased items are picked up or, in the event of shipment, when they are handed over to the freight forwarder or carrier.
- 3.2 All payments must be made in cash without any deductions at a Videor paying office. Only Videor cash desks are entitled to take receipt of money. Any credit transfers may only be made to accounts held by Videor. Videor sales personnel do not have collection authority.
- 3.3 Videor reserves the right to refuse bills of exchange or cheques. Bills of exchange or cheques will only be accepted by way of payment and without any guarantee of punctual submission or timely protest. All cheque and bill of exchange fees and costs are at the expense of the party ordering and are due for immediate payment to Videor.
- 3.4 If the party ordering is in default of all or parts of his/her payments and if mature bills of exchange in particular are not honoured in time or cheques not cashed upon presentation, Videor can accelerate maturity of all claims arising from the business relationship with advance notice of one week. This also applies to bills of exchange with later maturity. All demands for payment made by Videor which arise from the business relationship will become due for immediate payment without advance notice if the party ordering discontinues his/her payments or if an application is made to open insolvency proceedings against his/her assets.
- 3.5 The party ordering has no rights of offsetting or retention unless his/her counterclaims have not been contested by Videor or established finally and absolutely.

4. Delivery – Delayed Delivery

- 4.1 In the interest of conservation of evidence, delivery times and deadlines must be agreed to in writing. With the exception of agreements made expressly to the contrary, all details of delivery times and deadlines are non-binding only and are subject to the proviso of complete and prompt delivery to Videor by advance suppliers.
- 4.2 If delivery times and deadlines which have been agreed in a non-binding manner are exceeded by more than 6 weeks, the party ordering can demand in writing that Videor make delivery within an appropriate space of time. Videor will be considered to be in default once the deadline set in this way has expired without performance. Videor can only be held liable for damage due to delays to the extent outlined in Section 9, below.

- 4.3 The prerequisite for Videor's compliance with dates and deadlines is correct and punctual fulfillment of all obligations by the party ordering. This includes in particular compliance with the agreed terms of payment and the timely receipt of all documentation, any necessary licenses and the release authorization of plans in particular to be delivered by the party ordering.
- 4.4 Partial deliveries by Videor are permissible as long as they can be reasonably expected of the party ordering.
- 4.5 Instances of force majeure entitle Videor to postpone delivery for the duration of the obstruction plus an appropriate restart period. If it becomes unreasonable for either party to fulfil the contract, that party may withdraw from the contract to that extent. Force majeure is considered to be all circumstances which make it considerably more difficult or impossible for Videor to make delivery, such as currency, trading policy or other sovereign measures, strikes, lock outs, operational disturbances (e.g. fire, mechanical breakdown, raw material or energy shortages) as well as transport route obstructions, irrespective of whether these circumstances occur at Videor, a supplier's plant or a Videor subcontractor.
- 4.6 The right is reserved by the manufacturer to make alterations to the construction, shape, colour shade and scope of delivery throughout the delivery period, provided that the purchased item is not significantly altered and the alterations can be accepted as reasonable by the party ordering. No rights can be asserted against Videor for the use of type codes or numbers for the purchased item.

5. Acceptance/Shipment – Transfer of Risk

- 5.1 The party ordering is obliged to make acceptance of the purchased item within 8 days of receipt of notification of availability or a shipping order. Shipment is made in the name, at the expense and at the risk of the party ordering. Videor is entitled to charge flatrate freight costs to cover freight expenses.
- 5.2 If the party ordering fails to make acceptance of the purchased item within 2 weeks of receipt of notification of availability, Videor can set the party ordering a deadline of 8 days in writing. Once this deadline has expired without action, Videor is entitled to withdraw from the purchase contract by means of a written declaration to this effect and/or claim damages in place of performance. If Videor claims damages in place of performance, this will amount to 20 % of the purchase price. Both parties reserve the right to provide evidence of major or minor damage.
- 5.3 If the purchased item is to be shipped and no agreements to the contrary have been made, it is left over to Videor to select the transport mode and route. If the wrong selection is made, Videor can only be held liable to the extent outlined in Section 9, below.
- 5.4 Videor is entitled but not obliged to take out transport insurance on behalf and for the account of the party ordering unless the party ordering contradicts insurance of this kind.
- 5.5 The risk, including that of accidental loss or deterioration of the purchased item, is transferred from Videor to the party ordering upon expiry of the availability deadline or, if shipped, as soon as the purchased item is delivered to the freight forwarder or carrier, but at the latest as soon as it leaves the Videor delivery store, irrespective of whether shipment is made from the place of performance or freight paid.
- 5.6 The party ordering is not entitled to refuse receipt of the purchased item due to irrelevant defects.

6. Retention of Title, Commercial Credit Insurance

- 6.1 The delivered goods (hereinafter referred to as reserved goods) will remain the property of Videor until complete payment of the purchase price has been made and all other claims made by Videor in connection with the transaction (e.g. bill of exchange costs, financing costs, interest, repair and conversion costs) have been settled.
- 6.2 For Videor, as the manufacturer as defined by Art. 950, BGB, the handling and processing of the reserved goods does not put Videor under any obligation. If the party ordering processes the goods along with other goods that do not belong to Videor, Videor is entitled to co-ownership of the manufactured object in the ratio of the invoice value of the processed reserved goods to the sum of the invoice values of all other goods used in the manufacturing process. If reserved goods are mixed or connected with other objects, thus bringing about the expiry of Videor's ownership of the reserved goods (Arts. 947, 948, BGB), it is regarded as agreed even now that the party ordering's ownership share in the mixed item or uniform object will be passed on to Videor to the extent of the invoice value of the reserved goods and that the party ordering will safeguard these goods for Videor with the diligence of a prudent businessman. The objects created through processing, connection or mixing are reserved goods as defined by these general terms and conditions.
- 6.3 For the duration of the retention of title, the sale, pledging, transfer of ownership by way of security, rental or other relinquishment of the reserved goods to third parties which might impair the security status of Videor are only permitted

with the advance, written consent of Videor, as are the alteration, processing, mixing, connection or utilization of said goods.

- 6.4 The party ordering may only sell the reserved goods in the ordinary course of business. He/she herewith transfers to Videor all claims against third parties arising from the further sale or other legal transactions which may affect the reserved goods in future, along with all ancillary rights and security interest in their total. Videor accepts the transfer.
If the reserved goods are sold after being connected to, mixed with or processed with other goods not belonging to Videor, transfer will only be to the extent of Videor's co-ownership share in the item or stock sold. If the party ordering has a current account relationship with his/her buyer, the transfer will relate to the balance claim at the end of an accounting period.
If the reserved goods are used by the party ordering for the fulfillment of a contract for work and services or plant delivery contract, the claim arising from such a contract will be transferred in advance to Videor to the same extent that it has been determined above for claims from further sale.
The party ordering is entitled to collect the claims transferred to Videor in the ordinary course of business to the extent that he/she fulfils his/her contractual obligations towards Videor. The party ordering is not entitled to transfer or sell the claim unless he or she receives the final and complete equivalent sum of the claim.
- 6.5 If the value of the securities that exist for Videor exceeds not only temporarily the claims of Videor by a total of more than 20%, Videor will on demand release securities of their choice of corresponding value.
- 6.6 The party ordering is obliged to maintain reserved goods in an orderly condition for the duration of the retention of title. Any damage to the reserved goods caused or detected by the party ordering which occurred after the risk was transferred to him/her must be reported to Videor in writing without delay. Any repairs required during the retention of title must be coordinated with Videor and made immediately at their request.
- 6.7 If the party ordering is in default of payment or he/she has not fulfilled his/her obligations in regard to the reserved goods in accordance with Section 6 of these terms and conditions, and if Videor has withdrawn from the contract because of this violation, Videor can demand the return of the reserved goods with the exclusion of all rights of retention. The right of Videor to withdraw under the conditions defined in Art. 323, BGB and demand the return of the reserved goods extends to all purchased items still covered by retention of title by Videor at the time of withdrawal.
The costs of returning and re-utilizing the reserved goods will be carried by the party ordering. The return and re-utilization costs are set individually without proof at 10 % of the re-utilization proceeds plus any VAT that may be due. The right is reserved to provide evidence of higher or lower return and re-utilization costs. The re-utilization proceeds and any down payments made on the purchase price will be offset against the claims of Videor after deduction of all costs and other claims by Videor connected with the purchase contract. The party ordering will be credited with any surpluses.
- 6.8 Videor will maintain a commercial credit insurance policy on a continuous basis at its own expense, with an insurance company, in order to protect itself against loss of receivables from customers ("GCI commercial credit"). In the event that the customer exceeds their credit limit, whereby further supply of goods and services by Videor to the customer are no longer insured and/or the customer is partially or entirely excluded from the insurance cover, the customer is obliged to authorise other securities of equivalent value (e.g. guarantee, surety) for the outstanding amounts receivable and not covered by the insurance policy, following a corresponding written request from Videor. This must be carried out immediately or at the latest within 3 weeks of receipt of the request. If securities of equivalent value are not authorised by the customer, Videor is entitled to withdraw from the contract which relates to the amounts receivable and not covered by the insurance policy. All other rights relating to Videor remain unaffected.

7. Liability for Material Defects

- 7.1 Contrary to the law, the limitation period for claims by the party ordering for material defects on newly manufactured movable items purchased from Videor by the party ordering is one year from the start of the legal limitation period. This shortened limitation period will not apply in instances where human life is lost, physical injury occurs, health is damaged or where Videor deliberately or negligently fails to comply with its duties or fraudulently conceals a defect.
- 7.2 If the party ordering asserts a claim for subsequent fulfillment on newly manufactured movable items due to a material defect, Videor has the option of either repairing the defect or replacing the defective item with a non-defective item.
- 7.3 The party ordering is not entitled to claim for expenses required for the purpose of subsequent fulfillment – in particular, transport, road, labour and material costs – if the costs increase because the delivered object was moved subsequently to a place other than the party ordering's place of business, unless the removal complies with its intended purpose.
- 7.4 The sale of used removable items by Videor to the party ordering is not subject to material defect liability of any kind. Any liability claims the party ordering may

be asserting against Videor in instances where human life has been lost, physical injury has occurred or health has been damaged or where Videor has deliberately or negligently failed to comply with its duties or fraudulently concealed a defect are not affected by this.

- 7.5 The party ordering is obliged to report any material defects to Videor in writing without delay.

8. Industrial Property Rights and Copyright; Defects of Title

- 8.1 Unless agreed otherwise, Videor is only obliged to make delivery in the country in which the place of delivery is located free from any industrial property rights and copyright (hereinafter referred to as property rights) of any third parties. If a third party asserts any justified claims against the party ordering for infringement of property rights caused by any deliveries made by Videor and used in accordance with the terms of contract, Videor is liable to the party ordering as follows within the deadline set in Item 7.1:
- 8.1.1 At its own expense for the deliveries in question and as desired, Videor will either obtain a right of use and amend it in such a way that the property rights are not infringed, or replace it. If it is not possible for Videor to do so under appropriate conditions, the party ordering is entitled to make use of his/her legal rights of rescission or reduction.
- 8.1.2 Damage claims against Videor for defects of title of this kind can only be asserted as outlined in Section 9.
- 8.1.3 The above-mentioned obligations of Videor only exist if the party ordering notifies Videor in writing and without delay of the claims being asserted by a third party and does not acknowledge an infringement, and if Videor reserves the right to all defensive measures and compromise negotiations. If the party ordering discontinues utilization of the delivery to minimize damage or for other important reasons, he/she is obliged to inform the third party that discontinuation of utilization does not constitute acknowledgement of a property right infringement.
- 8.2 The party ordering is not entitled to make any claims if he/she is responsible for the property right infringement.
- 8.3 Claims by the party ordering are also not permitted if the property right infringement was caused by particular specifications given by the party ordering, an application that was not foreseeable by Videor or by the fact that the delivery was altered by the party ordering or utilized together with other products not supplied by Videor.
- 8.4 The provisions of Section 7 apply to all other defects of title.
- 8.5 Further reaching claims by the party ordering against Videor and its vicarious agents or claims other than those outlined in this section for defects of title are precluded. Used movable items are sold by Videor to the party ordering under exclusion of all defect of title liability.

9. Liability

- 9.1 In the event of intent or gross negligence, Videor, its legal representatives or its vicarious agents will be held liable for all damage to the party ordering caused by Videor irrespective of the legal ground but in particular due to infringement of duties from the obligation and unlawful acts and for reimbursement of expenses in accordance with Art. 284 BGB.
In the event of the grossly negligent infringement of non-essential contractual obligations by simple vicarious agents, Videor may only be held liable for typical damage that was foreseeable at the time the contract was signed.
In the event of slight negligence, Videor, its legal representatives or vicarious agents will only be held liable if the damage was caused by an infringement of essential contractual obligations and only for typical damage that was foreseeable at the time the contract was signed. Videor may not be held liable in all other instances of slight negligence.
- 9.2 Videor is liable without restriction in all instances where Videor is responsible for the loss of human life, causing physical injury or damaging health.
- 9.3 The personal liability of the legal representatives, vicarious agents and company employees of Videor for damage caused by them through slight negligence is excluded.
- 9.4 In the event of fraudulent concealment of a defect, the acceptance of a warranty or procurement risk or in accordance with the product liability law, the liability of Videor will remain unaffected irrespective of any fault.
- 9.5 All damage claims by the party ordering, irrespective of the legal ground but in particular those due to unlawful acts and possible claims for reimbursement of expenses in accordance with Art. 284, BGB, fall under the statute of limitations with the expiry of the limitation deadline applicable to material damage claims in accordance with Section 7. The legal limitation regulations will apply in instances where life has been lost, physical damage has occurred or health has been impaired, in the event of intent or gross negligence and with damage claims in accordance with the product liability law.
- 9.6 The party ordering is obliged to record in writing and without delay any damage claims for which Videor is to be held responsible or have them recorded by a Videor representative.

10. Place of Fulfillment, Point of Delivery, Place of Jurisdiction, Assignment and Return of Packaging

- 10.1 The place of fulfillment is Rödermark.
- 10.2 The law of the Federal Republic of Germany applies. The application of UN commercial law (United Nations Convention on Contracts for the International Sale of Goods [CISG]) is excluded.
- 10.3 It is agreed that Frankfurt am Main shall be the exclusive place of jurisdiction for all disputes arising from the business relationship, including those arising from bill of exchange or cheque issues.
- 10.4 The assignment of claims against Videor requires the advance written consent of Videor.