

General purchasing conditions for commercial suppliers of the
Deutsche Revo Aktiengesellschaft, Hauptstraße 332,
65760 Eschborn, Germany

March 2013

I. General Terms

1. These general purchasing conditions are valid for all contractual relations regarding purchase and services to Deutsche Revo Aktiengesellschaft, client in the following, as far as expressly different agreements were not met.

2. The following regulations are valid exclusively. Opposing or deviating conditions of the contractor are not recognized by the client, even if in the offers, the order acceptance or other documents of the contractor refer to their validity.

II. Orders

1. Orders, delivery schedules and call orders are obligatory only if they are in writing by letter, fax or data communication.

2. With receipt of the order the contractor is committed to confirm the order in writing within 5 working days. We reserve to recall orders not confirmed within five working days after receipt free of charge.

3. Delivery calls within an existing order and call schedule become obligatory, if the contractor does not contradict within five working days since receipt. The client has the right to adapt dates and quantities at any time its actual need.

III. Invoices, prices, terms of payment

1. The net prices are delivered duty paid (DDP in accordance with Incoterms 2010) including packaging.

2. The contractor invoices the client with separate identification of the legal value added tax, with comprehensive identification of the furnished items and the adequate remuneration. The invoices must contain the contract number of the respective contracts. Only accurate and auditable invoices are due. Invoices are due 30 days since receipt by the client, payments are entitled to a discount of 3% within 14 days and to a discount of 2% within 21 days. Inaccurate and inauditable invoices restrain their due date.

IV. Consignment /Approval

1. Each consignment has to have an attached delivery note, which indicates the content by item and quantity, a list of the composition of the smallest packing units (role, rack, crate) with associated designation of quantity, batch and accurate packing unit number.

2. Order confirmations, dispatch notes, waybills, invoices and all correspondence have to contain the order number of the client.

3. Deviations of our contracts and orders are permissible only after written agreement by our purchaser.

4. Dates and schedules agreed upon are obligatory. For the compliance to the date of delivery or the time for delivery the receipt of the items at the client (or given destination) is determining.

5. If the contractor recognizes that an agreed upon date or the agreed upon quality cannot be kept for any reasons, he has to inform the client in writing immediately under indication of the reasons and the prospective duration of the delay. In case of the failure to deliver the client is entitled to withdraw from the respective contract after the unsuccessful expiration of an appropriate deadline set by him. In the case of delay the contractor is obligated to pay the client a contractual penalty of 0.3% of the total compensation agreed upon, for

each day, on which the contractor is in delay. The contractual penalty is limited on maximally 5% of the agreed upon total compensation. The contractual penalty is due immediately and can be claimed in deviating § 341, subparagraph 3 BGB (German Civil Code) up to the final contractual payment. Claiming further damages and rights remain reserved.

6. Partial deliveries and/or excess-/short deliveries are permissible only after explicit permission of the client.

7. The contractor is obligated, to perform workmanlike under adherence to the client's standards, methods and guidelines, as well as with consideration of the appreciative rules, laws and guidelines and for this purpose remaining up-to-date about the newest state of the art developments.

V. Subcontractor

The execution of the order or parts of it by subcontractors is permissible only with previous written confirmation of the client. Upon request of the client the contractor has to state the qualification of the subcontractor.

VI. Place of delivery, passage of risk, acquisition of property

1. Place of delivery is that place, to which the items are to be delivered or the service has to be performed.

2. The risk of the coincidental loss or degradation of the delivered goods passes to the client upon receipt at the place of delivery.

3. The client becomes owner of the delivered goods upon receipt.

VII. Packaging/Shipping

1. As far as not agreed differently, the goods are packed to commercial and appropriate standards. The contractor is responsible for damages due to lacking packaging.

2. The shipping of the goods in commercial one-way standard packing. When using re-usable packaging the contractor makes it available free of charge. The return takes place at the expense and the risk of the contractor.

VIII. Submitted materials

1. Submitted materials remain property of the client, the contractor will handle them with commercial accuracy, mark and separate them as owned by the client free of charge. As far as these are sold to the contractor, they remain property of the client up to the complete payment.

2. The parts and components made available by the client exclusively serve for the processing and for the fulfillment of the respective single contract with the client. The client directly becomes owner of the manufactured new things. Resale by the contractor is expressly forbidden.

IX. Quality, environment, documentation obligation

1. The contractor is fully responsible for the quality of his supply extent in any regard.

2. The contractor has an appropriate and suitable quality and environmental management, to the newest state of the art (regarding the regulations of the ISO 9000 etc. and ISO 14001).

3. The contractor is committed to use eco-friendly products and procedures regarding the contractual items, the supplies

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or additional third party services in the context of the economic and technical possibilities.

4. The contractor is responsible for the environmental compatibility of the contractual items and packing materials and for all damages, which result from the injury of his legal disposal obligations.

5. The contractor is obligated to supply the valid safety data sheets for the contractual items, as far as the client does not hold the current safety data sheet for the respective contractual item already. Independently of the supply of contractual items the contractor has to guarantee that the current safety data sheet for the contractual items already supplied will be handed over to the client in each case. The contractor exempts the client from all third party claims in case that the safety data sheets not supplied, supplied late or incorrectly.

6. The contractor is committed to comply with material prohibitions and restrictions as well as associated information and take-back obligations by all applicable international, European and national legal regulations, guidelines and regulations, in particular the RoHS guideline (2002/95/EG), WEEE guideline (2002/96/EG), and REACH regulation (EEC No. 1907/2006). The contractor will immediately communicate the composition of his contractual items at receipt of own knowledge or after request by the client in writing to the client. The contractor assures the fact that his contractual items comply to the respective applicable legal regulations, guidelines, regulations and client material prohibition and avoidance lists or at least not in a higher concentration than certified. This is valid in particular for the materials of the list of candidates of the REACH regulation in the current version. The contractor is responsible in case he violates this agreement and will exempt the client from all requirements as well as all damages, which develop directly or indirectly from the violation of this agreement.

7. The contractor is responsible for the error free manufacturing of his products according to agreed upon technical information. Before shipping to the client the contractor accomplishes a regular outgoing goods inspection of the specified characteristics. This outgoing goods inspection replaces the ingoing goods inspection by the client. The contractor submits the agreed upon test certificates to the client with each shipping.

8. Before changes of manufacturing methods, materials or supply parts for the products, relocation of manufacturing site furthermore before changes of procedures or mechanisms for the examination of the products or of other quality assuring measures the contractor will timely inform the client so he can examine, whether the changes can have an unfavorable effect. Changes may be converted only after confirmation by the client.

9. If the contractor determines an increase of the deviations of the actual condition from the target condition of the products during the outgoing goods inspection, he will inform the client immediately concerning this and planned remedies

10. If the contractor determines during his production process or before shipping that the product or the packing does not correspond to the agreed upon specifications he must request the clients confirmation for each such distribution. Possible expenditures, which result for example from sorting or remachining with the client, are accomplished at the expense of the contractor.

11. All documents and accompanying documents are to be kept and secured over the period of the production time and

further 15 years by the contractor. The contractor is committed to hold test results in appropriate form.

X. Nondisclosure

1. The contractor is committed to treat all attained information in connection with the supply contract/the order and its execution (designs, handed over articles, models, samples, data sheets, software, left or accessible business or trade secrets as well as IT data, etc.) confidential and secure against unauthorized access. These information may be used only in the context of the contractual purpose. Beyond that these may not be copied, noted, passed on or stored.

2. The contractor will in writing obligate all co-workers and third parties, to whom he leaves confidential information and/or which he uses for contractual contribution, to keep the above confidential obligations towards the client. He will prove the obligation to the client on demand.

3. The contractor may pass on confidential information of the client only by legal regulations, orders of government authorities or the client's consent for this. The contractor will inform the client immediately - if legally permissible -, as soon as he is subjected by an authority regarding confidential information of the client or to other sovereign measures.

4. In the case of completion of the contract or or at any time requested the contractor will immediately hand all working results in the context of the contract as well as all confidential information received from the client and will insure the complete fulfilment of this obligation in writing. The contractor has no right of lien. For information stored on rewritable storage media the electronic deletion of the information is sufficient in such a way that restoring the information is not possible. As far as the contractor is legally obligated to the safekeeping, he may keep a copy of the necessary documents for this purpose. At expiration of the legal period for safekeeping the contractor has to destroy the copy data.

5. The confidentiality is considered also with e-mail communication, the parties will protect confidential information and personal data, which are to be conveyed by e-mail, from information and manipulations by unauthorized third parties. The parties can co-ordinate appropriate technical measures, e.g. coding and signature procedures. Information excluded from the confidentiality agreement are

- those publicly accessible, which already known to the parties or were later published by a party,
- those obtained legally from a third party, which are not subject to confidentiality,
- those already generally known at the closing of the contract or later legally and without violating the contract become generally known, or
- those a party has already knowledge of at the time of the transmission by the other party

in case the information was neither directly or indirectly from the other party.

For each violation of the obligations specified by the contractor a contractual penalty becomes due, which the client can specify at his discretion. The claim for further compensation remains reserved.

These regulations are valid beyond the termination of this contract.

XI. Obligation to give notice

1. The receipt takes place under reservation of an inspection for defects. An inspection of incoming goods takes place

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regarding obvious defects. Hidden defects will be brought to notice, as soon as these are determined under the normal business procedure. To that extent the contractor waives the objection of late notice of defect for all notices of defects stated within 14 days of detection.

2. If the client sends the contractor defective items back, the client is entitled to a reimbursement of the invoice plus an expenditure lump sum (in particular transportation, transportation-, labour-, material costs) of 5% of the price of the defective items. The client reserves the claim of higher expenditures. The contractor reserves the claim of lesser or no expenditures.

XII. Warranty, guarantee

1. The contractor guarantees that all contractual items correspond to the state of the art, the relevant world-wide legal regulations, standards, regulations and guidelines of authorities as well as the EEC and professional associations. The contractor further guarantees the fact that all contractual items are free of errors and correspond to the requirements of the client for the respective targeted application as well as suitability for his workplace. If the contractor wants to deviate from the aforementioned regulations as well as requirements, he has to first have the written consent of the client. The warranty claims remain untouched by this agreement.

2. The warranty time is 24 months after receipt by client (or the customers of the client, as far as not expressly other agreements or existing longer legal periods apply). It begins with the receipt of the contractual item by the client or the client's designated third party's delivery address or agreed delivery place.

3. The warranty time for devices, tools, machines and facilities begins with the complete and unreserved as well as written acceptance of the contractual item. The acceptance may also be refused by the client because of insignificant defects. The acceptance of the contractual items is not created by putting them into use or by unreserved payment. § 640 subparagraph 1 sentence 3 BGB (fiction of acceptance, German Civil Code) is waived.

4. Contractual items, which could not be used and/or operated during the investigation of a defect and/or the defect removal, receive a time extend of the current warranty time to the time of the operating interruption. For repaired or subsequently delivered contractual items the warranty time begins with the completion of the defect removal or, if a formal acceptance is agreed upon beginning with the acceptance.

5. Defects claimed during the warranty time, including the lack of the guaranteed state, will be cured by the contractor immediately and free of charge, including all additional expenses by choice of the client by rework or subsequent delivery or refund by credit note of the purchase price.

6. At the unsuccessful expiration of a deadline set by the client for the rework or subsequent delivery, the client has all legal rights, in particular cancellation of the contract, reduction of the purchase price, reimbursement of expenses and compensation instead of contractual performance. In the case of contractual working services the client is entitled to remove defects or damages caused by them himself or through a third party at the expense of the contractor. The contractor is in all other respects obligated to compensate all damage, which resulted to the client from a defect contractual item, without previous deadline setting.

7. The client is entitled to remove defects or damages caused by them himself or through a third party at the expense of the contractor in urgent cases (in particular endangerment of security or unusually high damage), in minor cases or in the case of the contractor's delay with the removal of a defect, after informing the contractor and the expiration of an appropriate short deadline for the cure. This also applies, if the contractor supplies or performs late, and the defect must be eliminated immediately, in order to avoid own failure to deliver.

8. The risks, which result from the warranty or the general liability from installation an removal and recall, are to be covered by an insurance.

XIII. Right of working results

The client keeps the exclusive, irrevocable, temporal, spatially and contentwise unrestricted right to use the working results achieved by the client in all known ways on picture, sound and data, to rework, transfer, translate, spread and hold on call. The thus created results created by treatment, transformation or translation may be used in the same way as the original versions of the working results and documentation. Beyond the client has the client has the exclusive, temporally, spatially and contentwise unrestricted right to use the working results in all unknown kinds. The parties will then agree on a separate appropriate compensation. The contractor grants the client the respective rights of use directly with their emergence. The client may allow the use of or transfer the acquired rights totally or partially to third parties without a granting agreement of the contractor.

XIV. Exemption of third party rights

The contractor exempts the client from all third party claims, which are brought forward against the client, because of the stipulated use of the provided documents, items and services, allegedly violating third party rights, in particular copyrights, patents and related rights. The client has to inform the contractor in writing of such third party claims within 7 days. The contractor takes all judicial defensive measures before and out of court. The client supports the contractor appropriately (the contractor refunds all appropriate costs to the client developing in the course). If the client informs the contractor in time about such third party claims, the contractor shall, at his own expense, replace or modify the documents, items and services in order to make a further use possible, such that the copyrights, patents and related rights are not violated and the contractually agreed upon characteristics remain nevertheless. The contractor can also obtain the right for the continued contractual use of the alleged right violation at his own expense for the client. If the contractor does not succeed in ensuring the contractually agreed upon use without further violation of third party rights the contractor has to take the specific documents, items and services back, by choice of the client he will either refund received payments or partially refund received payments, corresponding to the reduction in value. The aforementioned obligations do not exist, if the client does not inform the contractor in time about such alleged third party rights or the violation of third party rights was caused by an unapproved modification or a non contractual use of the contractor's product or a combination with other not contractor supplied products, unless this use was approved by the contractor in advance.

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XV. Liability

The contractor is unrestrictedly liable to the client regardless of the kind of the violation, in particular from warranty, impossibility of performance and tortious act, for negligence and intent.

XVI. Place of jurisdiction, applicable law

1. Exclusive place of jurisdiction from the contractual relation indirectly or directly resulting in disputes is the seat of the client (Deutsche Revo Aktiengesellschaft).
2. German law is applicable. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is waived.

XVII. Miscellaneous

1. Changes of these conditions or changes to contracts require written form. This is also valid for the alteration of the written form clause.
2. Contractor data are stored in accordance with the regulations of the German Federal Law for Data Protection (Bundesdatenschutzgesetz, BDSG).
3. The contractor will not use the company name and the company logo of the client without the written consent of the client as a reference customer.

XVIII. Partial invalidity

If individual parts of these general purchasing conditions should be or become legally invalid, the effectiveness of the remaining regulations is not affected; this also applies for filling out contentual gaps of these general purchasing conditions.