

General Terms of Sale of CIECH S.A. Germany branch for the use towards entrepreneurs

§ 1 Validity

(1) All deliveries, services and offers of the seller shall be exclusively carried out based on the contractual agreement between the contractual partners and these General Terms of Sale. These are part of all contracts of purchase, which the seller concludes with its contractual partners (hereinafter also referred to as "Buyer") concerning the deliveries or services offered by it. They shall also apply to all future deliveries, services or offers to the Buyer, even if they are not agreed separately once again. They shall become an integral part of the contract of purchase, as soon as the seller confirms the Buyer's order.

(2) Business Terms and Conditions of the Buyer or third party shall not apply, even if the seller does not object to their validity separately in an individual case. Even if the seller refers to a letter that includes the Business Terms and Conditions of the Buyer or a third party or refers to such this shall not constitute any agreement with the validity of those Business Terms and Conditions.

§ 2 Offer and conclusion of the contract

(1) All offers of the seller are without obligation and non-binding, if they are not explicitly marked as binding or include a certain acceptance deadline. Purchase orders or orders can be accepted by the seller within fourteen days after receipt.

(2) Solely decisive for the legal relationships between the seller and the Buyer is the contract of purchase concluded in writing, including these General Terms of Sale. This shall reflect all agreements between the contractual parties relating to the object of contract in full. Oral promises of the seller before conclusion of this contract are legally non-binding and oral agreements of the contractual parties will be replaced by the written contract if it is not respectively explicitly derived from these that they shall continue to apply as binding.

(3) Supplements and amendments to the reached agreements including these General Terms of Sale shall require a written form in order to be valid. With the exception of managing directors or authorised signatories the employees of the seller are not entitled to reach oral agreements that deviate from this. The transmission by telecommunications, in particular by fax or by e-mail shall be sufficient in order to adhere to the written form insofar as the copy of the signed declaration is transmitted.

(4) Details of the seller relating to the object of the delivery or service which are derived from the catalogues, brochures and other advertising materials of the seller are only approximately decisive and serve the purpose of orientation insofar as the usability for the purpose envisaged as per contract does not presume a precise correspondence. They are no guaranteed characteristics, but descriptions or markings of the delivery or service. Customary trade deviations and deviations, which are carried out owing to legal regulations or which represent improvements, are permitted, insofar as they do not impair the usability for the purpose envisaged as per contract.

(5) The seller reserves the right to the property or copyright to all offers and cost estimates submitted by it as well as to documents made available to the Buyer. The Buyer may neither make these objects accessible to third parties as such, nor with regard to the contents, nor announce these, nor use or reproduce these itself or

through third parties without the seller's explicit consent. At the seller's request it has to return these objects hereto in full and to destroy any copies which have been made if they are no longer required by it in the proper course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of data that are made available using electronic means for the purpose of customary data backup.

§ 3 Prices and payment

(1) The prices shall apply to the scope of services and delivery listed in the order confirmations. Additional or special services will be charged separately. The prices are deemed in EURO ex works plus packaging, the statutory applicable rate of value added tax, with export deliveries customs duties as well as fees and other public duties.

(2) Insofar as the agreed prices are based upon the list prices of the seller the list prices shall be deemed as agreed from the day upon which the order is placed.

(3) Invoice amounts are to be paid within thirty days without any deduction insofar as not otherwise agreed in writing. Decisive for the date of the payment is the receipt by the seller. The payment by cheque is excluded, insofar as it is not agreed separately in an individual case. If the Buyer does not pay upon maturity, then interest is to be paid on the outstanding amounts at a rate of 5% p. a. from the day of maturity; the assertion of higher interest and further damages in the event of the default shall remain unaffected.

(4) The offsetting against counter-claims of the Buyer or the retention of payments owing to such claims is only permitted if the counter-claims are undisputed or have been declared final and binding.

(5) The seller is entitled to only carry out or provide still outstanding deliveries or services against advance payment or provision of security if it becomes aware of circumstances after conclusion of the contract, which are suitable for substantially reducing the creditworthiness of the Buyer and through which the payment of the outstanding claims of the Seller by the Buyer from the respective contractual relationship (including from other individual orders, for which the same framework contract applies) is in jeopardy.

§ 4 Delivery and delivery time

(1) Deliveries shall be carried out ex works.

(2) Deadlines and dates given as a prospect by the seller for deliveries and services shall always only be deemed approximate, unless a fixed deadline or a fixed date has been explicitly promised or agreed. Insofar as shipment was agreed delivery deadlines and delivery dates will refer to the time of hand-over to the carrier, freight forwarder or other third parties commissioned with the transport.

(3) The seller can – irrespective of its rights from default of the Buyer – request an extension to delivery and service deadlines or a postponement in delivery and service dates from the Buyer by the period of time, in which the Buyer does not satisfy its contractual obligations towards the seller.

(4) The seller shall not be liable for impossibility of the delivery or for delays in delivery, insofar as these were caused by force majeure or other events that were not foreseeable at the time when the contract was concluded (e.g. interferences to operation of all kinds, difficulties in the procurement of materials or energy, transport

delays, strikes, lawful lockouts, shortage of workers, energy or raw materials, difficulties with the procurement of necessary official permits, official measures or the omitted, incorrect or late delivery by suppliers), for which the seller is not responsible. Insofar as such events render the delivery or service substantially more difficult or impossible for the seller and the impediment is not only of a temporary duration, the seller is entitled to rescission of the contract. In case of impediments of a temporary duration the delivery or service deadlines shall be extended or the delivery or service dates shall be postponed by the period of the impediment plus a reasonable start-up period. Insofar as the acceptance of the delivery or service is not deemed reasonable for the Buyer as a result of the delay, it can cancel the contract by an immediate written declaration towards the seller.

(5) The seller is only entitled to make partial deliveries if

- the delivery of the remaining ordered goods is ensured and
- the partial delivery is usable for the Buyer within the scope of the intended use as per contract,
- no substantial additional work or additional costs is incurred to the Buyer hereby (unless the seller declares that it is willing to assume these costs).

(6) If the seller is in default with a delivery or service or if a delivery or service is impossible for it, no matter for what reasons, then the liability of the seller is limited to damages according to § 8 of the General Terms of Sale.

§ 5 Place of performance, shipment, packaging, passing of risk, acceptance

(1) The place of performance for all obligations from the contractual relationship is Staßfurt insofar as not otherwise determined.

(2) The type of shipment and the packaging are subject to the dutiful discretion of the seller.

(3) The risk shall pass to the Buyer no later than with the hand-over of the object of delivery (whereby the start of the loading process is decisive) to the carrier, freight forwarder or other third parties determined to carry out the shipment. This shall also apply if partial deliveries are made or the seller has taken over other services still (e.g. the shipment). If the shipment or the hand-over is delayed as a result of a circumstance, the cause of which lies with the Buyer, the risk shall pass to the Buyer from the day, on which the object of delivery is ready for shipment and the seller has reported this to the Buyer.

(4) Storage costs after the passing of the risk shall be borne by the Buyer. In case of storage by the seller the storage costs shall amount to [0.25]% of the invoice amount of the objects of delivery that are to be stored per closed week. The right is reserved to assert and prove further or less storage costs.

(5) The shipment will only be insured by the seller at the Buyer's explicit request and at its costs against theft, breakage, transport, fire and water damages or other insurable risks.

§ 6 Warranty, material defects

(1) The warranty deadline is one year from delivery. This deadline shall not apply to claims for damages of the Buyer from the injury to life, the body or the health or from willful or grossly negligent breaches of obligations by the seller or its vicarious agents, which shall respectively become statute-barred according to the statutory regulations.

(2) The delivered goods are to be inspected carefully without delay after delivery to the Buyer or to the third parties determined by it. They shall be deemed as approved by the Buyer with regard to obvious defects or other defects, which would have been recognisable with an immediate, careful inspection, if the seller does not receive a written report of defects within seven workdays after the delivery. With regard to other defects the objects of delivery shall be deemed as approved by the Buyer if the report of defects is not received by the seller within seven workdays after the time, at which the defect was determined; if the defect was recognisable for the Buyer in case of normal use at an earlier time already, this earlier time shall however be decisive for the start of the deadline for reporting a complaint. At the seller's request an object of delivery for which a complaint is made is to be returned to the seller carriage paid. In case of a justified report of defects the seller will remunerate the costs of the most reasonable dispatch route; this shall not apply insofar as the costs are increased, because the object of delivery is located at another place than the place of the use as intended.

(3) In case of material defects to the delivered objects the seller is, at its choice that is to be made within a reasonable period of time, initially obligated and entitled to the subsequent fulfilment or substitute delivery. In the event of the failure, i.e. the impossibility, unacceptability, refusal or unreasonable delay in the subsequent improvement or substitute delivery, the Buyer can cancel the contract or reduce the purchase price by a reasonable amount. The right of rescission shall not exist in case of an insignificant defect.

(4) If a defect is due to the fault of the seller, the Buyer can request damages under the prerequisites determined in § 8.

(5) The warranty shall cease to apply if the Buyer changes the object of delivery, or has this changed by third parties, without the seller's consent and the remedy of defects becomes impossible or is deemed unreasonable hereby. In any case the Buyer has to bear the additional costs for the remedy of the defects incurred by the change.

§ 7 Property rights

(1) The seller shall assume responsibility according to this § 7 for the fact that the object of delivery is free of industrial property rights or copyrights of third parties. Each contractual partner will inform the respective other contractual partner in writing without delay if claims are asserted against it owing to the infringement of such rights.

(2) In the event that the object of delivery infringes an industrial property right or copyright of a third party the seller will, at its choice and at its costs, modify or exchange the object of delivery to the extent that no rights of third parties are infringed any more, the object of delivery however shall continue to fulfil the contractually agreed functions, or will procure the right of use for the Buyer by concluding a license agreement. If the seller does not succeed in doing this within a reasonable period of time the Buyer is entitled to cancel the contract or to reduce the purchase price by a reasonable extent. Possible claims for damages of the Buyer are subject to the restrictions of § 8 of these General Terms of Sale.

(3) In case of infringements of rights by products of other manufacturers delivered by the seller the seller will, at its choice, assert its claims against the manufacturers and sub-suppliers for the Buyer's account or assigns these to the Buyer. Claims against the seller shall only exist in these cases according to this § 7 if the assertion of the

aforementioned claims in court against the manufacturers and sub-suppliers was unsuccessful or has no prospects for success, for example owing to insolvency.

§ 8 Liability for damages owing to fault

(1) The liability of the seller for damages, no matter for what legal grounds, in particular due to impossibility, default, faulty or false delivery, breach of contract, breach of obligations with contractual negotiations and illicit act is, insofar as it hereby respectively depends on a fault, is limited according to this § 8.

(2) The seller shall not be liable in the event of simple negligence of its bodies, legal representatives, employees or other vicarious agents, insofar as it does not concern a breach of essential contractual obligations. The obligation for the timely delivery and installation of the object of delivery, its freedom from defects of title as well as those material defects, which more than only insignificantly impair its functional capability or usability, as well as consultancy, protection and care obligations, which should enable the Buyer to use the object of delivery as per contract or aim at the protection of life or limb of the Buyer's personnel or the protection of its property against substantial damages are essential for the contract.

(3) Insofar as the seller, pursuant to § 8 (2), is fundamentally liable for damages, this liability shall be limited to damages, which the seller foresaw as a possible consequence of a breach of contract upon conclusion of the contract or, which it should have foreseen when applying the customary care and attention. Indirect damages and follow-up damages, which are the result of defects to the object of delivery, are additionally only capable of compensation, insofar as such damages are typically to be expected with the use of the object of delivery as intended.

(4) In the event of liability for simple negligence the seller's obligation for compensation for property damages and thus resulting further financial losses is limited to an amount of EUR 5.000.000,00 per damaging event (in line with the current sum insured of its product liability insurance or liability insurance), even if it concerns a breach of essential contractual obligations.

(5) The aforementioned liability exclusions and limitations shall apply to the same extent for the benefit of the bodies, legal representatives, employees and other vicarious agents of the seller.

(6) Insofar as the seller provides technical information or acts in an advisory capacity and this information or consultancy does not belong to the contractually agreed scope of services owed by it, this shall take place free of charge and under the exclusion of all liability.

(7) The restrictions of this § 8 shall not apply to the liability of the seller owing to willful conduct, to guaranteed characteristics, owing to an injury to life, the body or the health or according to the German Product Liability Act.

§ 9 Reservation of title

(1) The reservation of title agreed below serves to secure all respectively existing current and future claims of the seller against the Buyer from the delivery relationship existing between the contractual partners (including balance claims from a current account relationship limited to this delivery relationship).

(2) The goods delivered by the seller to the Buyer shall remain the property of the seller until the full payment of all secured claims. The goods as well as the goods that

replace these according to the following provisions, which are covered by the reservation of title are hereinafter referred to as "Reserved Goods".

(3) The Buyer shall hold the Reserved Goods in safekeeping for the seller free of charge.

(4) The Buyer is entitled to process and sell the Reserved Goods in proper business transactions until the occurrence of the case of sale (Par. 9) pledges and assignments as collateral are not permitted.

(5) If the Reserved Goods are processed by the Buyer then it is agreed that the processing shall be carried out in the name and for the account of the seller as manufacturer and the seller shall directly acquire the ownership or – if the processing is carried out from materials or several owners or the value of the processed object is higher than the value of the Reserved Goods – the co-ownership (fractional ownership) to the newly created object in the ratio of the value of the Reserved Goods to the value of the newly created object. For the event that no such acquisition of ownership should occur at the seller, the Buyer hereby now already assigns its future ownership or – in the aforementioned ratio – co-ownership to the newly created object as security to the seller. If the Reserved Goods are connected or inseparably mixed with other objects to form a uniform object and if one of the other objects is to be seen as the main object then the seller assigns, insofar as the main object belongs to it, the co-ownership to the uniform object to the Buyer pro rata in the ratio as stated in Sentence 1.

(6) In the event of the resale of the Reserved Goods the Buyer hereby now already assigns, as a precautionary measure, the thus arising claim against the purchaser – with co-ownership of the seller to the Reserved Goods pro rata in line with the co-ownership share – to the seller. The same shall apply to other claims, which replace the Reserved Goods or are otherwise established with regard to the Reserved Goods, such as e.g. insurance claims or claims from illicit act in case of loss or destruction. The seller revocably authorises the Buyer to collect the claims assigned to the seller in its own name. The seller may only revoke this authorisation for collection in the event of a sale.

(7) If third parties access the Reserved Goods, in particular by attachment, the Buyer will notify said third parties without delay of the seller's ownership and inform the seller hereof in order to enable it to assert its property rights. If the third party is not in the position to reimburse the seller the court or out-of-court costs incurred in this context, the Buyer will be liable for these costs towards the seller.

(8) The seller will release the Reserved Goods as well as the objects or claims which replace these insofar as their value exceeds the amount of the secured claims by more than 50%. The selection of the objects that are accordingly to be released shall lie with the seller.

(9) If the seller cancels the contract in case of conduct of the Buyer in breach of the contract – in particular default of payment – (event of a sale), it is entitled to request that the Reserved Goods are handed over.

§ 10 Final provisions

(1) If the Buyer is a merchant, a legal entity under public law or a special fund under public law or if it does not have a general place of jurisdiction in the Federal Republic of Germany then the place of jurisdiction is Magdeburg or the registered seat of the

Buyer for all possible disputes from the business relationship between the seller and the Buyer, at the choice of the seller. For actions against the seller, however, Magdeburg is the exclusive place of jurisdiction in these cases. Mandatory statutory provisions concerning exclusive places of jurisdiction shall remain unaffected by this regulation.

(2) The relationships between the seller and the Buyer are exclusively subject to the law of the Federal Republic of Germany. The Convention of the United Nations concerning Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Insofar as the contract or these General Terms of Sale feature loopholes in the regulations, those legally valid regulations shall be deemed as agreed in order to fill these loopholes, which the contractual partners would have agreed according to the commercial objectives of the contract and the purpose of these General Terms of Sale if they had been aware of the loophole in the regulations.

NB.:

The Buyer acknowledges that the seller stores data from the contractual relationship according to Section 28 Federal Data Protection Act for the purpose of data processing and reserves the right to transmit the data, insofar as necessary in order to fulfil the contract, to third parties (e.g. insurances).