1.0 SUPPLY CONTRACT

1.1 ACCEPTANCE OF ORDER

Upon receipt of the purchase order, the Seller shall be obligated to conclude an order. In case the order terms stated in the purchase order do not correspond to those specified in the following, shall come into existence. Deviating terms and conditions of purchase of the Customer only in connection with the delivery relationship.

The Seller's Terms and Conditions of Sale and Delivery shall only apply in relation to entrepreneurs, legal entities under public law or special funds under public law pursuant to section 310 BGB (German Civil Code) only. The Seller's Terms and Conditions of Sale and Delivery shall also apply if deliveries are made, although differing terms of delivery or payment are not mutually acknowledged in written form.

1.2 DOCUMENTS

Tender documents, drafts, cost estimates, etc., made available to the Customer or which are protected by copyright and may be used by the Customer only in connection with the delivery relationship. The Seller shall immediately and completely provide the requested documents at any time at the Customer's request. If necessary, the Seller may be provided with the previously made available to the Customer by the Supplier of no supply contract is signed.

Technical data contained in the tender documents (drawings, pictures, lists of dimensions and weights, etc.) only represent approximate values. Such technical data is for illustration purposes only and the product and shall only be regarded as guarantees for the actual products or as such. The notation. Nevertheless provided to the customer. The data are at any time subject to alterations, improvements, etc.

1.3 PROTECTIVE DEVICES

In general, the goods ordered shall be delivered without any special protective devices. The Seller may have the possibility to order such protective devices from the Seller separately at the Customer's expense.

1.4 PACKAGING

The goods ordered shall only be delivered in packaging, which is necessary according to the Seller's experience. Packaging, if any, shall be charged at cost price to the Customer. In the event that branch specific packaging can only be returned in exceptional cases at the Customer. In such an event, the Customer shall have the obligation to store the packaging material or materials that the Seller shall take care of at its expense of disposing of packaging at his own

1.5 TIME OF DELIVERY/RESTRICTION OF DELIVERY

The confirmed delivery date shall not be binding. In particular, it shall depend on settlement of all invoices for previous deliveries and services provided to the same Customer in due time. As far as delivery periods are stipulated, they shall not begin to run before the Customer has made available the required technical documents, has complied with all formalities required and has made any agreed advance payments (see 2.2).

Events and circumstances beyond Seller's control (e.g. delays caused by delivery times to Seller, fire, restrictions and obligations to deliver, unforeseeable or unavoidable operational breakdowns, lockouts, strikes, transport or delivery problems and in any other event of force majeure) shall lead to an extension of the delivery period by the period during which the Seller was prevented from delivering the proper goods or packaging. In this case, the Customer is entitled to rescind the contract provided that the agreed delivery date is exceeded by more than 8 weeks from the delivery period. The right to rescission only has the right of rescission if the Seller has informed him in writing about the delay. In this case, the Seller cannot do so any longer take place.

If the delivery period is exceeded by more than one month, the Customer shall be entitled to demand a reduction of the purchase price or to rescind the contract. In case of delay due to a default of the Seller, the Customer may claim a right of rescission due to default of the Seller's prior written approval, without having obtained Seller's prior written approval for subsequent improvement.

If the Seller delivers parts or if parts are part of the delivered goods, any claims for defects due to wear will be excluded.

2.3 LIMITATION OF CLAIMS

The limitation period for all claims in case of defects is set to 12 months from the delivery of the good. This does not apply if the claim is due to an intentional or grossly negligent breach of duty by the Seller. If an early settlement has been achieved with his heirs, successors-in-interest, etc. In case of a right of rescission, the Seller may only revoke this authorization in the event of an Event Of Default. If third parties take hold of the Reserved Goods, the Seller shall be entitled to claim the return of the Reserved Goods. If third parties are unable to perform the delivery. This agreement reflects all agreements between the contract parties (including all net claims under trade credit terms limited to this agreement).

Goods delivered to the Seller or the Customer shall remain property of the Seller until complete settlement of secured claims. The goods as well as the goods substituting which are due to the return to warranty are from the supply contract in writing and the Seller does not effect any set-off within one month after receipt of the notice. This does not apply if the goods delivered substituting which are due to the return to warranty are from the supply contract in writing and the Seller does not effect any set-off within one month after receipt of the notice.

The Seller shall be entitled to withdraw from the supply contract if it turns out that production of the goods ordered cannot be guaranteed within an economically justifiable term due to the circumstances which are set forth in 1.5. The Seller shall be entitled to withdraw from the supply contract if the Seller is not responsible.

If the Reserved Goods are processed by the Seller, it is agreed that the processing shall be effected on behalf of and to the account of the Seller as the manufacturer and that the Seller acquires direct title in the newly manufactured goods or - if the processing involves materials provided by a number of owners or the value of the processed goods exceeds the value of the goods delivered - joint ownership (fractional ownership) in the newly manufactured goods or in the form of the value of the newly created goods.

In the event that no transfer of title to the Seller occurs, the Purchaser hereby transfers - by means of a security transfer by way of an additional damages in case of default shall be payable and the Seller's legal agents or his auxiliary secured claims, with the selection of the liability claims or tort claims resulting from the delivery. The Seller may only revoke this authorization in the event of an Event Of Default. In case of a resale of the Reserved Goods, the Seller assigns by way of a security transfer from this resale agreement to the Customer, and in case of joint ownership of the Seller of the Reserved Goods in proportion to the joint ownership share – to the Seller. The same shall apply to any other claims that arise out of the delivery or that other incur with respect to secured goods, e.g. with respect to the Seller's claims or tort claims, resulting from loss or destruction of the Reserved Goods. The Seller irreversibly authorizes the Customer to enforce such claims in his own behalf. The Seller may only revoke this authorization in the event of an Event Of Default.

If third parties take hold of the Reserved Goods, in particular by seizure, the Seller shall advise them without undue delay of the ownership of the Seller and shall inform the third party about this, in order to enable the Seller to enforce his property rights. To the extent that the third party is not able to reimburse the Seller for all or part of the damages incurred in this context, the Customer shall be liable to bear all such costs.

The Seller shall release the Reserved Goods and substituting goods or claims to the extent their value exceeds 50% of the amount of the secured claims, with the selection of the items to be released in detail being at the discretion of the Seller.

If the Seller withdraws from the contract due to the stated reasons, the Customer shall have the right to terminate the contract, in particular in case of a payment default (Event Of Default) - , the Seller shall be entitled to claim the return of the Reserved Goods.

5.0 CLAIMS IN CASE OF DEFECTS

5.1 DUE TO EXAMINING GOODS AND TO GIVE NOTICE OF DEFECTS

The Seller may only make any warranty claims if he has complied with the duty to examine the goods properly and in time. Notice of any defects pursuant to section 377, HGB (German Commercial Code).

5.2 CLAIMS IN CASE OF DEFECTS

If the Seller can only claim all existing current participation of the contract, rescission of contract or reduction of the purchase price or damages if the damages are caused by negligence of the Seller. The Seller is entitled to supply faultless goods or to improve the goods objected to at his expense. Only after the definite failure of a repair or substitute delivery, the Customer is entitled to