

## General terms and conditions of business

### 1. Validity

The following terms and conditions shall apply to this contract and to all future transactions with the customer. Any stipulations by the customer contra-acting these terms and conditions as may be set forth on order forms or order confirmations etc. shall only be binding on ORBAN Europe if confirmed in writing. If any individual provisions contained in these terms and conditions should be invalid the other terms and conditions shall nonetheless remain valid.

### 2. Written form

Oral declarations must be confirmed in writing to be valid.

### 3. Quotations and estimates

ORBAN Europe quotations are subject to change without notice and estimates are not binding.

### 4. Delivery terms and dates, delayed performance, impossibility

Delivery terms and dates are only binding if expressly indicated as such in the order confirmation from ORBAN Europe. Delivery terms and dates refer to the point in time when the merchandise is ready for shipment. Delivery terms and dates shall therefore be deemed complied with if the merchandise is en route to the customer when the delivery deadline expires or if the customer has been advised that the merchandise is ready for shipment. ORBAN Europe is entitled to make partial deliveries. The customer's right to claim compensation on account of delayed performance or retrospective impossibility for which ORBAN Europe is responsible shall be excluded insofar as ORBAN Europe, its representatives or agents have not committed gross negligence or acted with intent. Before exercising its right to void the contract on account of delayed performance, the customer is obliged to grant ORBAN Europe a reasonable period of grace of at least 14 days

### 5. Force majeure and impossibility beyond the control of ORBAN Europe

Force majeure and retrospective impossibility beyond the control of ORBAN Europe, ORBAN Europe's suppliers, in particular traffic or operational disturbances, lack of materials or power, strikes or lock-out shall entitle ORBAN Europe to postpone deliveries for the duration of the disturbance and the scope of its effects. If however, such events should last for longer than 6 weeks, ORBAN Europe shall be entitled to avoid the contract.

### 6. Prices

Our deliveries shall be invoiced at the prices in effect on the day of delivery. The prices are ex-factory and do not include VAT.

### 7. Shipment

ORBAN Europe shall arrange for shipment at its own discretion: shipment shall be effected at the customer's expense and risk from the factory provided that no particular kind of shipment has been expressly stipulated in the order.

### 8. Outside packaging

ORBAN Europe shall bear the cost of packing and packaging. The original packaging material may be returned for disposal by ORBAN Europe.

### 9. Warranty

Unless otherwise stipulated in these terms and conditions or otherwise agreed upon in individual cases, statutory warranty provisions shall apply. Complaints regarding incomplete or wrong deliveries and recognizable defects are to be reported immediately in writing to ORBAN Europe.

Defects complained of legitimately and promptly will be rectified by means of replacement. Should the replacement also be defective the customer may demand a price reduction or cancellation of the contract. Any further liability for damage incurred by objects that are not the delivered item itself is excluded provided that such damage is not due to the absence of a warranted quality and that the warranty did not cover the risk of precisely the damage that occurred.

All and any liability for defects shall be waived if the customer or a third party should alter the merchandise delivered by ORBAN Europe or improperly service it.

Technical details contained in publicity documentation, quotations etc. are subject to constant change. Such data does not constitute warranted qualities, ORBAN Europe reserves the right to implement technical amendments and to change measurements and colors provided that the customer can be reasonably expected to accept such changes giving due consideration to the customer's own interests.

### 10. Payments and credit status

ORBAN Europe invoices are payable within 30 days of the date of invoice without any deductions. A cash discount of 2% may be deducted if payment is effected within 10 days. Invoices for repairs, spare parts and rentals are payable without any deductions within 10 calendar days. Deliveries shall only be effected to new customers if advance payment is made. Checks and bills of exchange are only accepted on account of performance; all expenses incurred in this connection shall be borne by the customer. No warranty is assumed for the correct form or the punctual presentation or protest.

Once the payment deadline has elapsed, ORBAN Europe shall be entitled to invoice interest at 4.5% over and above the respective discount rate of the German Central Bank - without prejudice to any further claims.

ORBAN Europe's entire outstanding claims shall become due for immediate

payment if the customer does not comply with the payment terms for reasons that are its responsibility, if the customer seeks to postpone payment or discontinues payments.

Furthermore ORBAN Europe shall be entitled to demand a pre-payment for any outstanding deliveries and to avoid the contract or demand compensation on account of non-performance once a dunning letter has been sent and a respective period of grace has elapsed; in addition ORBAN Europe shall be entitled to forbid the customer from on-selling the merchandise and to recover the merchandise at the customer's expense. The customer is precluded from withholding payment or off-setting payments against the customer's counterclaims except where such counterclaims have been acknowledged by ORBAN Europe or a final judgment has been returned in this respect by a court of law.

### 11. Reservation of title

The merchandise shall remain the property of ORBAN Europe pending full satisfaction of all of ORBAN Europe's outstanding claims against the customer, even if the purchase price of specifically stipulated claims has been paid. In case of an open account, the reservation of title to the merchandise delivered by ORBAN Europe (merchandise with reserved title) shall serve as security for the balance on account due to ORBAN Europe.

If merchandise with reserved title should be inseparably mingled, intermixed or processed with other things not owned by ORBAN Europe pursuant to Sections 947, 948 and 950 of the German Civil Code (BGB), we shall acquire joint ownership in the new object as security for the claims set forth in the foregoing paragraph and the customer now assigns such joint ownership to ORBAN Europe. The amount of the joint ownership share shall be determined according to the proportion of the value, which the merchandise with reserved title and the value the other goods had at the time the inseparable mingling, intermixing or processing occurred. The customer shall store the objects that are subject to joint ownership free of charge.

The customer is authorized to sell the merchandise with reserved title within the normal course of business and pending revocation subject to the provision that the customer also agrees on a reservation of title as set forth in the foregoing paragraphs with its customers. The customer is not authorized to dispose of the merchandise with reserved title in any other way, in particular not to pledge such merchandise or transfer it as security. If the customer sells the merchandise to a third party, the customer hereby assigns to ORBAN Europe now already all claims to which it is entitled on the basis of this sale and any other claims to which the customer is entitled from its customer together with all ancillary rights, pending satisfaction of all of the claims of ORBAN Europe.

The customer is authorized to collect the claims stemming from a sale to a third party notwithstanding the assignment thereof. ORBAN Europe shall refrain from collecting such claims itself as long as the customer duly meets all of its payment obligations to ORBAN Europe. At ORBAN Europe's request the customer shall be obliged to advise its customers of the assignment and to provide all of the information and documentation necessary to assert ORBAN Europe's rights. If the value of the existing security should exceed the secured claims by more than 20%, the customer may demand that security be released to this extent at ORBAN Europe's discretion.

Attachment or confiscation of the merchandise with reserved title by a third party is not allowed or requires authorization by ORBAN Europe. Any costs of intervention resulting from such attachment or confiscation are the full responsibility of the customer. In the event that ORBAN Europe claims its title in accordance with the aforementioned provisions by means of repossessing the merchandise with reserved title, it is authorized to sell the merchandise by private sale or auction. The repossession of the merchandise with reserved title shall be effected at the proceeds obtained, ORBAN Europe reserves the right to raise further claims to compensation in particular with respect to any lost profits and reimbursement of costs.

### 12. Exclusion of liability beyond the terms and conditions

Our liability is determined solely by the agreements reached in the above paragraphs. All and any claims not expressly granted therein shall be excluded, this shall also apply to claims to compensation irrespective of the legal ground to claims due to a breach of ancillary contractual duties, pre-contractual duties and to tort; this shall not apply to cases of mandatory liability on account of intent or gross negligence or in the event of the absence of warranted qualities or due to statutory provisions.

### 13. Place of performance, jurisdiction and venue, applicability of German law only.

The place of performance shall be Ludwigsburg, Federal Republic of Germany. The Local Court of Ludwigsburg shall have jurisdiction and venue over all and any legal disputes arising in connection with legal transactions with merchants registered in the Register of Companies and public authorities within the meaning of §24 of the German Act on General Terms and Conditions of Business (AGBG) and in connection with the contractual relationship, irrespective of the amount of the claim in dispute. The laws of the Federal Republic of Germany shall apply exclusively. The Uniform Law on the International Sale of Goods and on the conclusion of such sales agreements shall not apply.

### 14. General provisions

If any individual provisions contained in these terms and conditions should be or become invalid, the contracting parties undertake to reach a mutually acceptable ruling which constitutes the closest possible equivalent to the economic intention pursued by the invalid clause within the framework of what is legally admissible.