

**Conditions of Purchase of KABELSCHLEPP GmbH – Hünsborn
(as of: 11/2009)****I. General information**

1. For handling our orders the following Conditions of Purchase shall exclusively apply. We hereby explicitly contradict to any of the Contractor's Terms of Sale deviating herefrom.
2. A change of our terms and conditions shall only be deemed to be valid if it is confirmed in writing. No acknowledgement of terms of delivery can be derived from the acceptance of goods or services. The acceptance of an order has to be confirmed.

II. Order

1. Only written orders to which valid signatures have been affixed are deemed to be valid. Orders placed orally or by phone shall not be valid until they have been confirmed in writing by us.
2. Our orders must be confirmed in writing, explicitly confirming the prices and delivery schedules stipulated; in the case of call-off orders also the delivery schedule lines as well as possible changes to schedules and quantities.

III. Delivery quantities

1. The ordered quantity shall be delivered. Excess or short deliveries can be accepted in the commercially acceptable scope, partial deliveries shall require our written approval.
2. In the case of blanket or call-off orders, the given quantities shall be binding for a period of two months as from the order or call-off date; for the rest they shall be deemed to be non-binding advance ordering items.

IV. Prices

1. Agreed prices shall be fixed prices and shall be applicable to the end of order handling; subsequent increases – even with reference to list prices – shall not be acknowledged on our part. If the Contractor reduces his prices in general prior to delivery, he shall use the generally demanded price on the date of delivery as a basis for billing.

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2. If the Contractor has reserved the right to balance accounts at the respective current price, a price increase shall be communicated in due time prior to performing the delivery. We shall be entitled to withdraw from the agreement in this case.
3. All prices shall include freight and packaging costs, as well as the cost of cartage.
4. Any additional charge or price reduction caused by changes in the execution of the order shall be immediately communicated and shall require our written confirmation prior to delivering the goods in any case.

V. Terms of payment

1. Our payments shall be made within 14 days with 3% discount or within 30 days strictly net.
2. Payments can be made at our discretion in cash, by bank transfer, by cheque or by draft. Invoices shall be sent in duplicate and must show the date of the order and our order reference number.
3. The date of receipt of the goods stipulated on the delivery note (stamp documenting receipt of goods) or fulfilment of service shall be deemed to be the valid receipt of the invoice.

VI. Delivery schedules

1. Delivery schedules specified in our order or, unless these deviate from our confirmation, confirmed by the Contractor, shall be complied with. A delivery schedule shall only be deemed to have been complied with if the delivery on our premises takes place on the schedule specified, in other words at the beginning of the week if a week has been agreed as delivery schedule, and at the beginning of the day if a day has been agreed as delivery schedule, during the customary business hours.
2. If an advanced delivery (express delivery) becomes necessary without this being a result of our negligence, the additional costs herefor shall be charged to the Contractor. The schedules specified in blanket or call-off orders shall be binding as from the order or call-off date for a period of two months; for the rest the delivery schedules created shall be deemed to be advance ordering.
3. The Contractor shall immediately state if he is unable to comply with any agreed delivery schedule specifying the probable period of delay. If a delivery schedule is not complied with – even without the Contractor's default – we shall be authorised to cancel this order.

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The Bank of Tokyo-Mitsubishi UFJ, Ltd., BLZ: 300 107 00, Konto-Nr. 222 847, IBAN: DE86 3001 0700 0000 2228 47, BIC: BOTKDE33
Sumitomo Mitsui Banking Corporation (SMBC), BLZ: 301 103 00, Konto-Nr. 315 760, IBAN: DE63 3011 0300 0000 3157 60, BIC: SMBCDE33
Mizuho Corporate Bank, Ltd., BLZ 300 207 00, Konto-Nr. 5481 883 002, IBAN: DE38 3002 0700 5481 8830 02, BIC: MHCBD333
Sparkasse Siegen, BLZ: 460 500 01, Kto.-Nr.: 30 334 916, IBAN: DE59 4605 0001 0030 3349 16, BIC: WELADED15IE

4. If the Contractor defaults and if we suffer a damage as a result hereof, we shall be authorised to demand a flat-rate compensation for the default. It shall correspond to 0.5% for each full week of delay, at maximum however a total of 5% of the value of the part in concern in the complete delivery which cannot be used in time or according to the agreement as a result of the delay.
5. The Contractor shall only be entitled to refer to an Act of God, if he has informed us hereof at the latest three days after the occurrence of such an event, with reference to the delay. In so far as the fulfilment of our contractual obligations becomes impossible or is seriously impaired as a result of the Act of God occurring at the Contractor's premises or any labour disputes or interruptions in operations at his company, we shall be authorised to cancel the order in full or in part or to demand the delivery at a later point of time without the Contractor being entitled to assert claims against us as a result hereof.

VII. Delivery instructions

1. Objects weighing more than 25 kg shall be delivered on skeleton containers or europallets which are to be exchanged immediately on receipt of the goods.
2. In so far as we make packaging available to the Contractor, this shall be used; otherwise the Contractor shall select the cheapest packaging, when by cardboard boxes and disposable packaging shall be avoided, in so far as possible. We shall be entitled to return the packaging material.
3. Goods or delivery notes and bills of lading on which our order number, contract number, ID number resp. reference number, unloading point and storage facility are not specified, or are not specified completely, do not have to be accepted. In the case of acceptance the Contractor hereby takes over a flat-rate administrative fee in the amount of € 20.00. The delivery note shall be visibly attached to the exterior of the consignment.
4. In so far as the Contractor appoints any other forwarding agents than those commissioned by us, we shall not accept any costs herefor. In so far as no other agreement is expressly made, all deliveries shall be dispatched to our address in an uninsured form.

We hereby certify that we insure deliveries ourselves against damage in transport!

5. Invoices of forwarding agents are not paid in cash, even if only marginal fees are charged. We do not take over any handling charges for cashless payments. If the Contractor's forwarding agent does not agree with the afore-mentioned, we shall be entitled to reject acceptance of the goods.

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VIII. Transfer of risk, place of fulfilment

1. The risk shall not pass on to the Contractor's freight carrier at the agreed delivery address until we have confirmed delivery of the goods.
2. A stamp confirming the date of receipt of the goods shall be affixed to each consignment. Place of fulfilment shall be the agreed delivery address.

IX. Warranties and purchaser's rights

1. The Contractor shall certify that the goods delivered comply with the German industrial standards, in so far as the goods are ordered specifying the German industrial standards. In the case of a purchase on trial or by sample, the properties of the sample of the specimen shall be deemed to be warranted.
2. Notices of defects shall be deemed to be asserted in due time if visible defects are reported to the Contractor within 14 working days after using the goods and concealed defects are reported immediately after their discovery. We shall only be obliged to take random samples.
3. The period of limitation for warranty claims shall be 24 months. If the goods are procured for resale or by us for reuse in manufacturing machines or products, the period of limitation shall begin at the point of time at which the period of limitation starts for our goods furnished with the produce, at the latest however 6 months after delivery of the goods to our address.
4. The period of limitation for damage claims shall begin on the date of receipt of the Contractor's declaration specifying that he rejects the damage claims.
5. For the rest the Buyer's statutory rights in the case of defects shall be applicable.

X. Prevention of accidents

1. The Contractor shall take over the full responsibility for ensuring that all official safety regulations are observed, in particular regulations of the professional trade associations, in addition to the manufacturer's special regulations for the protection of the production plant, as well as any information made aware to him by general or special details. Persons performing operations at our production plant in fulfilment of the delivery agreement, shall be subject to the terms stipulated in the plant regulations. The regulations existing in connection with access to the plants shall be observed. For accidents suffered by these persons, we shall only warrant in the event of an evident gross negligence.

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2. If the Contractor uses any pre-materials, fillers or similar products, and in so far as these do serve for further processing, the Contractor shall take over the obligation to ensure a sufficient customary insurance against third-party damage or damage on the Contractor's part. The Contractor shall be liable to us in so far as no sufficient insurance coverage exists and shall commit himself to release us immediately from any and all third-party claims.

XI. Industrial property rights

1. The Customer warrants that no patents, copyrights or any other third-party rights are violated as a result of the delivery or use of the goods.

If the use of the delivery item leads to a violation of industrial property rights or copyrights, the supplier shall provide us with the right for further use hereof at his own expense or shall modify the delivery item in an acceptable way for us so that the violation of the property right or copyright right no longer exists. If this is not possible under economically reasonable conditions or within an appropriate period of time, we shall be entitled to cancel the Agreement. Under the given prerequisites, the Contractor shall also be entitled to cancel the Agreement. Moreover, the Contractor shall release us from any uncontested claims of the industrial property right owner or the copyright owner in concern which have been recognised by declaratory judgement.

2. Any and all drawings or documents which we have made available to the Contractor or which he has produced according to our specifications may not be used by him for purposes other than executing the order, and furthermore may not be reproduced or made available to any third party. The Contractor shall be obliged to return these together with any and all reproductions immediately after executing the order without any special request being required. If the goods are not delivered the Contractor shall return all documents as soon as this is ascertained.
3. The Contractor shall not use or disclose company or business secrets entrusted with him or becoming known to him on the occasion of negotiations or in the scope of executing the order in any other way to any third party.

XII. Product liability

1. If claims are raised against us on the grounds of violating official safety regulations or on the grounds of national or international product liability regulations due to a defectiveness of our products originating from the product supplied by the Contractor, we shall be entitled to demand

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compensation for this damage from the Contractor, in so far as it is caused by the products supplied by him. This shall also apply to the costs for a provisional change or call-back campaign.

2. The Contractor commits himself to take out at his own expense a comprehensive general liability and product liability insurance with worldwide coverage and a minimum insurance coverage amount of € 5 million for damage to persons and property and € 100,000.00 for pecuniary loss. A confirmation issued by the insurance company shall be sent to us upon special request.
3. In so far as no other agreement is made, the Contractor shall be obliged to designate his delivery items in such a way that these can be permanently identified as his products.
4. The Contractor shall perform quality assurance complying in terms of method and scope with the latest state-of-the-art in technology and shall submit proof hereof to us upon special request. The Contractor shall take out an appropriate quality assurance agreement with us, in so far as this is deemed necessary by us.

XIII. Miscellaneous

1. If insolvency proceedings are instituted against the Contractor, we shall be authorised to cancel this Agreement. We reserve the right to demand damages in lieu of withdrawing from the Agreement.
2. We shall be authorised to process the data on the Contractor with regard to business relations and received in connection with these, irrespective of whether these originate from him or from any third party within the sense of the German Federal Data Protection Act. Information on the orders placed with the Contractor or our name may not be used for any advertising purposes.
3. Place of jurisdiction shall be Siegen, Federal Republic of Germany. Place of fulfilment shall be Wenden-Gerlingen, Federal Republic of Germany, in so far as no other receiving centre is specified by us. The material laws of the Federal Republic of Germany shall be valid with regard to our contractual terms with the involvement of foreign countries. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

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