

§ 1 GENERAL INFORMATION / APPLICABILITY

- (1) The General Terms and Conditions for Products of Kunbus GmbH shall apply exclusively.
- (2) The General Terms and Conditions shall apply to all current and future business relationships.
- (3) Deviating, contrary or supplementary general terms and conditions of the Customer shall not form part of the agreement, even if acknowledged by Kunbus GmbH, unless their applicability has been explicitly approved in writing.
- (4) The General Terms and Condition of Kunbus GmbH shall also apply if Kunbus GmbH supplies products to the Customer without reservations despite being aware of contrary or deviating general terms and conditions of the Customer.

§ 2 OFFER / OFFER DOCUMENTATION

- (1) Offers are non-binding.
- (2) In the event of material increases in raw materials prices, wages, taxes and public levies and/or obstacles from laws and/or other types of legally binding regulations with a proven material impact on the offer calculations of Kunbus GmbH occurring before the performance of the offer, Kunbus GmbH may increase the price accordingly.
- (3) Technical modifications and changes to the shape, colour and/or weight shall remain reserved within a reasonable scope.

Compliance with technical data or other information/ details from catalogues, printed documents, parts lists and/or drawings/drafts, etc. shall only be confirmed if these documents include individual data, dimensions or details that are explicitly contained in the technical description of the offer. For general references to documents or drawings, only the function shall be deemed to have been confirmed.
- (4) If the order is to be qualified as an offer in accordance with § 145 of the German Civil code (Bürgerliches Gesetzbuch - BGB), Kunbus GmbH may accept it within four weeks.

Such acceptance may be declared in writing or by providing the service and notification to the Customer thereof or by delivering the goods to the Customer.

- (5) Notwithstanding other rights, Kunbus GmbH may withdraw from the agreement if the offer or written order confirmation contains apparent errors.

- (6) The agreement shall be concluded subject to Kunbus GmbH receiving contractually compliant on-time deliveries from its own supplier. This shall only apply if non-delivery falls outside the scope of control of Kunbus GmbH, particularly when concluding a congruent hedging transaction with the supplier of Kunbus GmbH.

In the event of Kunbus GmbH being unable to deliver, it shall notify the Customer of the unavailability of the service without delay. The consideration paid by the Customer shall be reimbursed immediately in such case.

- (7) Kunbus GmbH reserves the right of ownership and copyright in images, drawings, drafts, models, samples, calculations, cost estimates and other documents. Such documents shall not be made available to third parties. This provision shall apply, in particular, to written documents marked as confidential. Any transfer to third parties shall require explicit and written consent

from Kunbus GmbH. Such documents shall be returned to Kunbus GmbH without requiring prompting and free of charge as soon as they are no longer required. The Customer shall assume liability for any loss and damage to such items. and return them at any time upon request. The Customer shall not have the right to retain these items. The items shall be stored in a safe place and may not be copied without prior written consent from Kunbus GmbH.

The Customer shall not disclose the above-stated items and their intellectual content at any time, unless they are public knowledge or become public knowledge through no fault of the Customer.

The Customer may only use items which are subject to property rights to the benefit of Kunbus GmbH and/or which are protected as they constitute company / business secrets in the manner explicitly approved by Kunbus GmbH, unless certain types of use are permitted even for all third-party users.

§ 3 SCOPE OF DELIVERY

- (1) The Customer shall state the individual specifications of the respective item to be delivered in its order based on the respective type of use intended and taken into consideration all relevant technical factors.

Should the Customer fail to include such specifications or provide incomplete specifications, the general product specifications of Kunbus GmbH shall apply additionally, if required.

- (2) The written order confirmation of Kunbus GmbH shall be binding for the scope of delivery. If the agreement is concluded by accepting a time-limited offer by Kunbus GmbH, the content of the offer of Kunbus GmbH is binding for the content of the agreement.

Any additional agreements and amendments shall require confirmation from Kunbus GmbH to become effective.

- (3) In accordance with the Packaging Ordinance (Verpackungsordnung), Kunbus GmbH shall not accept any returns of transport and other packaging materials, except pallets. The Customer shall dispose of the packaging materials at its own cost.

- (4) The right to implement changes to the construction or shape based on technical improvements and/or legal requirements remains reserved during the delivery period as long as the item to be delivered or the agreed delivery is not changed materially and the changes are reasonable for the Customer.

§ 4 PRICES / PAYMENT CONDITIONS

- (1) Unless specifically stated otherwise, the prices shall apply EXW (Ex Works) Incoterms 2000, including loading at factory, but excluding packaging, transport and transport insurance, plus applicable statutory VAT.

- (2) Unless otherwise agreed, the prices for all goods delivered shall be the prices applicable at Kunbus GmbH on the day the invoice is prepared (date of invoice).

- (3) A deduction of discounts shall require a written agreement.

- (4) Unless stated otherwise in the order confirmation / offer, the purchase price is payable in full (without deductions) within 30 days from date of invoice. In the event of the Customer defaulting on payment, Kunbus GmbH may charge default interest in the

amount of eight percentage points above the annual base rate of the European Central Bank. Kunbus GmbH may claim any proven damages caused by default that exceed this amount. The Customer, on the other hand, may provide proof that the damage caused by delay is less.

(5) Kunbus GmbH may issue partial invoices for partial deliveries. The payment terms are different for each partial invoice.

(6) The Customer may only offset or retain payments if its counter-claims are legally binding, undisputed or acknowledged by Kunbus GmbH. The Customer may only retain payments for counter-claims that are based on the same contractual relationship. Kunbus GmbH may offset payments against the oldest receivable due, even if the Customer has contrary repayment conditions.

(7) Should the Customer's assets deteriorate considerably after the agreement has been concluded or should Kunbus GmbH become aware of a previous deterioration of the Customer's assets after concluding the agreement, which raises serious doubts about the Customer's creditworthiness, Kunbus GmbH may choose to request advance payment or securities. Kunbus GmbH may withdraw from the agreement if the Customer fails to comply with such request.

(8) The prices shall apply exclusively to deliveries and services in Germany.

§ 5 CALL ORDERS

Call orders shall be accepted within the specified periods and/or on the specified dates.

§ 6 DELIVERY PERIOD / DELAY

(1) The delivery period specified by Kunbus GmbH shall only start once all technical queries have been clarified and the Customer has properly fulfilled its obligations on time.

This also includes, in particular, any documents to be procured by the Customer, such as drawings, descriptions, authorizations to be provided by the Customer, approvals and the receipt of the agreed advance payments in the account of Kunbus GmbH.

Failure to meet one of these requirements or existing uncertainties caused by the Customer shall entitle Kunbus GmbH to suspend the delivery period stated until the obstacle has been rectified by the Customer.

(2) The delivery period is deemed to have been complied with if the item to be delivered has left the factory before the expiry of the agreed delivery date, or the delivery date specified by Kunbus GmbH, but no later than at the end of the calendar week following this date, or in the case of the Customer having to collect the item, the Customer has been informed that the item is ready for collection before the end of the calendar week stated on the order confirmation.

(3) The delivery period shall be extended appropriately in the case of unforeseen events outside the scope of control of Kunbus GmbH if such obstacles have a proven impact on the completion or delivery of the object of agreement. The same shall apply if subcontractors of Kunbus GmbH experience such events.

This provision shall primarily apply for obstacles occurring during industrial action, particularly strikes and lock-outs.

Kunbus GmbH shall not be responsible for delivery delays caused by the circumstances described above even if they occur during an existing delay. Kunbus GmbH shall notify the Customer as soon as possible about the start and end of such obstacles.

(4) Kunbus GmbH shall only be deemed to be delayed in its deliveries if the Customer has given written notice of a two-week period of grace and Kunbus GmbH has failed to deliver during this period.

(5) In the event of Kunbus GmbH being delayed in its deliveries due to slight negligence, compensation claims on the grounds of delayed delivery of services shall be excluded, notwithstanding the Customer's other rights.

§ 7 CANCELLATION COSTS

Should the Customer withdraw from an issued order without having the right to do so, and the Customer has been given a reasonable period of grace for subsequent performance, Kunbus GmbH may claim 10% of the purchase price to cover the costs incurred through processing the order and for lost profit, notwithstanding the option to claim higher damages. The Customer may provide proof that the damage caused is less.

§ 8 DELAYED / DEFERRED ACCEPTANCE

(1) In the event of the Customer delaying acceptance or violating other obligations to cooperate, Kunbus GmbH may claim compensation for the damages incurred, including any additional costs. In such case, the risk of accidental destruction or deterioration of the object of agreement is also transferred to the Customer on the date on which the Customer starts to be delayed in its acceptance of the goods.

(2) If the delivery or distribution of the object of agreement is delayed by the Customer's request, the Customer shall be invoiced for the costs incurred through storage, starting at the beginning of the month following the notification that delivery or dispatch is ready, but at least 0.5% of the invoice amount for each month that has started.

The Customer may provide proof that the damage caused is less. Kunbus GmbH may provide proof that the damage is higher.

(3) Kunbus GmbH further may withdraw from the agreement at the end of a reasonable period of which the Customer was notified or use the object of agreement for other purposes at the end of a reasonable period of which the Customer was notified and deliver goods to the Customer as contractually agreed within a reasonable extended period.

§ 9 PLACE OF FULFILMENT

Kunbus GmbH points out explicitly that the place of fulfilment of the contractual relationship for all deliveries agreed EXW (Ex Works) Incoterms 2000 shall be Ostfildern, Germany, regardless of which subsidiary of Kunbus GmbH delivers the goods.

§ 10 RISK TRANSFER

(1) Unless stated otherwise in the contractual documentation, deliveries shall be agreed to be EXW (Ex Works) Incoterms 2000.

(2) The transfer shall not be affected by the Customer delaying

acceptance.

(3) The above clauses shall also apply to agreed partial deliveries.

(4) If Kunbus GmbH has contractually agreed to carry the costs of dispatch, delivery or installation, this shall not affect the above risk assumption clauses.

(5) In the event of the dispatch of the object of agreement being delayed due to circumstances within the scope of control of the Customer, the risk shall be transferred to the Customer as from the date on which the goods were ready for dispatch. However, Kunbus GmbH shall obtain insurance cover as instructed and requested by the Customer and at the cost of the Customer.

(6) The Customer shall accept items that have been delivered, including those with immaterial defects, notwithstanding the rights stipulated in § 11, Warranty.

(7) Partial deliveries are permitted.

§ 11 WARRANTY

(1) The warranty period is 12 months and starts upon transfer of risk.

(2) The warranty provided and liability assumed by Kunbus GmbH shall otherwise be limited to subsequent fulfilment. Kunbus GmbH may choose subsequent fulfilment or the supply of replacement parts. Should Kunbus GmbH decide to rectify the defect, it shall carry all costs incurred, unless these increase because the object of agreement is not located at the place of fulfilment.

Kunbus GmbH shall not reimburse expenses incurred through additional subsequent fulfilment of the end product, which is required by law and in terms of profitability, for compounds, mixtures, processing or other rectification of defect at the ratio of the price paid for the delivered product to the sales price of the end product. The same shall apply to subsequent fulfilment for end products without prior mixing, compounding or processing with other products or for products that have been treated and processed further.

In the event of the subsequent fulfilment being unsuccessful, the Customer may withdraw from the agreement. The Customer may not withdraw from the agreement on the grounds of only immaterial violations of the agreement, particularly in the case of minor defects. The Customer's right to receive a discount shall be excluded.

The subsequent fulfilment shall be deemed to have failed upon the second unsuccessful attempt, unless further attempts at subsequent fulfilment are appropriate and reasonable for the Customer due to the nature of the object of agreement.

(3) In the event of the Customer choosing to withdraw from the agreement due to a legal or material defect and after unsuccessful subsequent fulfilment, the Customer shall not be entitled to claim damages for the defect.

(4) In the event of the Customer choosing to claim compensation after unsuccessful subsequent fulfilment, the goods shall remain with the Customer, if this can be reasonably expected from the Customer.

Compensation shall be limited to the difference between the purchase price and the value of the defective item after the provision of the unsuccessful service or, in the event of the

service being provided by a third party, to the price of the service less expenses saved. This shall not apply in the event of Kunbus GmbH maliciously violating the agreement. In the event of items being defective which are created through compounding, mixing or processing as well as the further treatment or processing of a defective product, Kunbus GmbH shall not compensate the damage at the ratio between the price paid for the delivered product and the purchase price which could have been expected had the end product been non-defective.

(5) The product descriptions of Kunbus GmbH shall only be regarded as specifications of characteristics. Public statements, pitching or advertising shall not be a contractually agreed specification of characteristics.

The product descriptions of a manufacturer used by Kunbus GmbH shall also only be regarded as specifications of characteristics. Public statements, pitching or advertising by the manufacturer shall not be a contractually agreed specification of characteristics.

(6) In the event of the Customer receiving insufficient assembly instructions, Kunbus GmbH shall only be obliged to supply correct assembly instructions and only if the insufficiency of the assembly instructions prevents proper assembly.

(7) The Customer may only claim compensation on the grounds of non-fulfilment or withdraw from the agreement if Kunbus GmbH has failed to deliver subsequent fulfilment or replacement products despite being granted an adequate period of grace or if the Customer cannot be reasonably expected to accept a delivery of replacement products or subsequent fulfilment.

(8) Warranty claims in accordance with Sections 1-7 may only be raised if the Customer has notified Kunbus GmbH in writing of apparent defects within a period of two weeks from receipt of goods, and hidden defects within a period of two weeks from detection of defect.

(9) The Customer shall carry the burden of proof for the immediate notification of defect. The Customer shall also carry the burden of proof to assure that the Customer has not implemented its own measures for rectifying the defect.

(10) The Customer shall document the defect as well as any resulting damage in accordance with the generally applicable technical standards, regardless of the above provisions.

(11) Kunbus GmbH shall not issue the Customers with guarantees in a legal sense. This shall not affect third-party manufacturer's guarantees.

§ 12 LIMITED LIABILITY

(1) Kunbus GmbH shall only assume liability if the Customer has operated the object of agreement in accordance with the operating instructions. The Customer shall carry the burden of proof in this respect.

(2) In the event of negligent violations of obligations, the liability of Kunbus GmbH shall be limited to the immediate, average damage that can be expected for the type of goods and agreement. The same shall also apply to negligent violations of obligations by employees, representatives and vicarious agents of Kunbus GmbH.

Liability shall be excluded in the event of slightly negligent violations of immaterial contractual obligations.

(3) Unless stated otherwise below, any further claims of the

Customer, for whatever legal reason, shall be excluded.

Kunbus GmbH therefore shall not assume any liability for damages not directly caused to the object of agreement. In particular, Kunbus GmbH shall not assume any liability for lost profits or damages to other assets of the Customer or third party, including such items created through compounding, mixing, processing and/or further treatment and processing.

(4) The exclusion and limitation of liability stated in Paragraphs (1) and (2) above shall not apply in the event of injury to life, limb and health, loss of life, malicious intent or gross negligence. The exclusion of liability shall also not apply if Kunbus GmbH violates a material contractual obligation. In such event, however, liability shall be limited to the immediate, average damage that can be expected for the type of goods and agreement, in accordance with Paragraph (1).

(5) In the event of Kunbus GmbH violating a material contractual obligation, the liability of Kunbus GmbH to pay compensation for material damages shall be limited to the cover of the professional liability insurance of Kunbus GmbH, unless the material damage is caused by gross negligence or worse. Kunbus GmbH shall grant perusal of the insurance policy upon request.

In the event of the liability of Kunbus GmbH being excluded or limited, this shall also apply to the personal liability of the employees, representatives and vicarious agents of Kunbus GmbH.

(6) The liability of Kunbus GmbH shall generally be excluded in the event of parts being installed in the object of agreement that have not been manufactured or specified by Kunbus GmbH upon request by the Customer. The Customer shall carry the burden of proof that such deviation is not the cause of potential defects on the object of agreement.

(7) Kunbus GmbH shall not assume any liability for installation work performed independently by the Customer. The Customer shall carry the burden of proof that the installation was carried out correctly in this case.

§ 13 RETENTION OF TITLE

(1) Kunbus GmbH reserves the right to retain the title in the object of agreement until receipt of all payments due in an ongoing business relationship.

In the event of the Customer violating the agreement, and particularly in the event of payment default, Kunbus GmbH may take back the object of agreement. The request for the return of an object of agreement shall not constitute a withdrawal from the agreement, unless Kunbus GmbH explicitly declares such withdrawal in writing.

The seizure of the object of agreement by Kunbus GmbH shall always constitute a withdrawal from the agreement. Kunbus GmbH may exploit the object of agreement once it has been returned. The proceeds of its exploitation shall be offset against the liabilities of the Customer, less appropriate exploitation costs.

(2) The Customer shall treat the goods with care and, in particular, insure them sufficiently, at its own cost, against damage caused by fire, water and theft up to their replacement values. The Customer shall perform any required maintenance and inspection work in good time, at regular intervals and at its own cost.

(3) The Customer shall notify Kunbus GmbH immediately and in writing of any seizures or other third-party intervention. Should the third party be unable to reimburse Kunbus GmbH for the legal

fees and out-of-court costs incurred through a claim in accordance with § 771 of the German Code of Civil Procedure (Zivilprozessordnung - ZPO), the Customer shall assume liability for the losses incurred by Kunbus GmbH.

The Customer shall further notify Kunbus GmbH immediately of any damage to, or destruction of, the goods. The Customer shall notify Kunbus GmbH immediately of any change of owner of the goods as well as change of company head office.

(4) The Customer may sell the goods during the ordinary course of business. However, the Customer shall herewith already assign all receivables in the amount of the final invoice amount (including VAT) to Kunbus GmbH, which the Customer is entitled to as the result of the sale of the goods to its customers or third parties, regardless of the goods having been sold without processing or not. Kunbus GmbH shall herewith accept such assignment.

The Customer shall remain entitled to collect the receivables even after their assignment. This shall not affect the entitlement of Kunbus GmbH to collect the receivables. However, Kunbus GmbH shall agree not to collect the receivables as long as the Customer meets its payment obligations from the proceeds received, does not default on payment and, in particular, no application has been submitted to open insolvency proceedings or payments have ceased altogether. However, if this is the case, Kunbus GmbH may request for the Customer to notify Kunbus GmbH of the assigned receivables and their debtors and also provide all information required for collecting the receivables, to hand over the related documentation and to notify the debtors (third parties) of the assignment.

(5) The Customer shall always process or restructure the goods in the name and by order of Kunbus GmbH. In the event of the goods being processed with other items not owned by Kunbus GmbH, the latter shall acquire co-ownership in the new items in proportion to the value of the goods to the other items processed at the time of processing.

The items created through processing shall be subject to the same provisions than the goods delivered subject to retention of title.

(6) In the event of the goods being mixed with other items not owned by Kunbus GmbH, the latter shall acquire co-ownership in the new items in proportion to the value of the goods to the other items mixed at the time of mixing.

If the goods are mixed so that the Customer's item is to be regarded as the main item, it shall herewith be agreed that the Customer shall transfer proportionate co-ownership to Kunbus GmbH. The Customer shall retain the sole ownership or co-ownership thus created for Kunbus GmbH.

(7) The Customer shall also assign to Kunbus GmbH the receivables for securing the receivables of Kunbus GmbH due from the Customer that are created by combining the goods with a parcel of land.

(8) Kunbus GmbH shall agree to release the securities due to Kunbus GmbH upon the customer's request if the value of the securities exceeds the value of the receivables to be secured by more than 20%. Kunbus GmbH may choose which securities to release in such case.

§ 14 RIGHT OF TERMINATION FOR GOOD CAUSE / AMBARGO REGULATIONS / EU ANTI-TERRORISM DIRECTIVES

(1) In the event of agreements concluded between Kunbus GmbH and the Customer, and delivery obligations of Kunbus

GmbH and the Customer's payment obligations resulting from such contractual agreements respectively, violating national and international binding regulations (e.g. German foreign trade regulations, export and embargo regulations of the European Union, and other countries, particularly the USA, including the EU anti-terrorism directives), Kunbus GmbH may terminate the contractual relationship for good cause and/or withdraw from the agreement.

(2) In such special case, the Customer shall not be entitled to claim compensation.

(3) The Customer shall be obliged to obtain information on corresponding legal requirements that would make the fulfilment of the agreement impossible for Kunbus GmbH.

§ 15 FINAL PROVISIONS

(1) Agreements shall be concluded in writing. Additional agreements shall only become effective if confirmed in writing by Kunbus GmbH.

(2) The Agreement and these General Terms and Conditions shall be governed by the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(3) The place of jurisdiction for all legal disputes arising between Kunbus GmbH and the Customer shall be the location of the head office of Kunbus GmbH in Ostfildern, Germany.

(4) Should individual provisions of the Agreement with the Customer, including these General Terms and Conditions, be or become ineffective, in whole or part thereof, this shall not affect the effectiveness of the remaining provisions.

The wholly or partially ineffective provision shall be replaced with a provision which comes closest in meaning to the economic purpose of the ineffective provision.