

General Terms and Conditions of LINK GmbH, Butzbach-Ostheim, Germany

(Status January 1, 2013)

§ 1 General

1.1 The following General Terms and Conditions (hereinafter referred to as GTC) shall apply to all current and future deliveries as well as services, including possible consulting services and information provided by LINK GmbH (hereinafter referred to as COMPANY). This shall also apply if the COMPANY does not expressly refer to these GTC in communications with the BUYER. Terms and conditions of the BUYER shall not become integral parts of the agreement under any circumstances, even if the COMPANY fails to expressly object to such an application in the future. These GTC shall apply in all cases, unless deviating agreements have been expressly made in writing.

1.2 Agreements between the COMPANY and BUYERS shall be in writing. An agreement shall be rendered effective upon written order confirmation by the COMPANY. Offers by the COMPANY exclusively based on these COMPANY GTC shall be non-binding. An obligation to deliver shall exist only upon communication of a written order confirmation by the COMPANY.

1.3 The employees and representatives of the COMPANY shall not be authorized to enter into verbal ancillary agreements, make verbal commitments or make verbal agreements on modifications of the agreement. Such agreements, ancillary agreements or commitments shall bind the COMPANY only upon written additions to the order confirmation.

1.4 The order confirmation of the COMPANY along with the latest product descriptions relating to the respective service item shall govern the scope of services of an agreement.

1.5 The interpretation of trade clauses shall be governed by the latest version of the Incoterms in case of doubt.

§ 2 Prices and Payment Terms

2.1 Prices shall be governed by the net price lists of the COMPANY in the version valid on the day of shipment. Prices shall be understood subject to applicable value added tax, ex factory or ex shipping warehouse of the COMPANY, including standard packaging.

2.2 All invoices shall – subject to deviating written agreements in individual cases – be due for payment within thirty days after the invoice date, net. Payments made within 10 days after the invoice date shall be subject to a 2 % cash discount on the net value of the goods.

2.3 Payments shall be made exclusively to the accounts stipulated by the COMPANY on the invoice in the agreed upon currency, providing the invoice number. They shall be made on the due date, without fees and without any deductions. Payments shall be considered made only on the day the payment is available to the COMPANY without restrictions.

2.4 The COMPANY shall be under no obligation to accept checks or deferred drafts for payment. If they are accepted, this shall be done subject to clearance of the funds against reimbursement of all fees in the payment. The COMPANY shall also neither be required to present deferred drafts and checks in a timely manner nor to protest deferred drafts.

2.5 The BUYER shall be entitled to charge off amounts only, if such receivables have been legally determined, not been disputed or have been accepted by the COMPANY. The exercise of withholding rights by the BUYER based on claims from another contractual relationship shall be excluded. In the event that the BUYER should be entitled to exercise any withholding rights, such rights shall be exercised only insofar as the withheld amount for the value of parts claimed to be defective does not exceed more than ten (10) percent, without prejudice to the application of paragraph 320 Article 2 BGB (German Civil Code).

2.6 In the event that the BUYER should be in default of payment of an invoice for a period exceeding 2 weeks, or in the event that an application for the initiation of insolvency or arbitration proceedings has been made by the BUYER, or if the BUYER has initiated an out-of-court proceeding to settle debts or has suspended payments, or if the COMPANY should become aware of any circumstances that reduce the BUYER's creditworthiness substantially, thus potentially placing the debt owed by the BUYER in jeopardy, the COMPANY shall have the right to demand collateral through advance payment or a bank guarantee (at the discretion of the BUYER), giving at least one week's notice and to refuse to perform further deliveries until such collateral has been provided. In the event that the reasonable notice period should expire fruitlessly, the COMPANY shall also have the right to rescind from the agreement or to demand reimbursement for damages due to default under the agreement. Moreover, the COMPANY shall have the right to revoke the resale authorization including collection authorization as stipulated in Articles 5.3 and 5.5 as well as the right to process, meld or blend already delivered good pursuant to Articles 5.2 and 5.3 and demand the return of the goods delivered.

§ 3 Delivery and Acceptance

3.1 Insofar and to the extent that the COMPANY procures the parts, materials or substances needed to manufacture the products from a third party, the delivery obligation of the COMPANY, provided this has been expressly stipulated in the order confirmation, shall be subject to the complete, correct and timely arrival of such merchandise, unless the non-delivery or delay was caused by events the COMPANY is accountable for. In cases where complete, correct and timely arrival of such merchandise does not materialize for reasons the COMPANY is not responsible for, the COMPANY shall have the right to rescind from the agreement.

3.2 The risk and costs for shipment of the merchandise ex factory/warehouse as well as the costs for any transportation insurance shall be for the account of the BUYER. This shall also apply if shipment is carried out by a forwarder selected by the COMPANY. The BUYER shall bear any related additional charges.

3.3 The risk shall transfer to the BUYER as soon as the merchandise is loaded into the transportation vehicle. This shall also refer to all costs prepaid shipments.

3.4 In the event that the merchandise should be ready for shipment and the shipment or the space allocation are delayed for reasons the COMPANY is not responsible for, the risk shall transfer to the BUYER upon notification that the goods are ready for dispatch.

3.5 The BUYER shall not have the right to refuse reasonable partial shipments and shall be required for such shipments immediately upon receipt. Claims filed in relation to a partial shipment shall not be construed as entitlement to reject further shipments out of this or any other agreement.

3.6 The BUYER shall also be in default of acceptance if the delivery has merely been offered to the BUYER by the COMPANY in writing. Paragraph 294 BGB (German Civil Code) is thus waived without prejudice to any other statutory requirements in relation to acceptance default.

3.7 Contract-compliant dispatch ready reported goods shall be called up by the BUYER immediately. Failure to do so shall entitle the COMPANY to at its sole discretion either ship or store the goods at the expense and risk of the BUYER and to bill same after giving one week's notice to remedy the situation. The same shall apply if the goods are not or not completely called up within the agreed upon schedule.

3.8 In the event that the BUYER should be in default on any of the obligations arising under the aforementioned provisions, the COMPANY – without prejudice to any other available remedies – shall have the right to demand from the BUYER, in lieu of performance under the agreement, a contract penalty in the amount of five (5) percent of the invoice amount and shall have the right to sell the stored merchandise to other parties, if applicable. Any quantity discounts granted the BUYER on earlier shipments under the same order shall be reimbursed by the BUYER.

3.9 Potential transportation damages shall be reported to the COMPANY by the BUYER immediately, however, no later than one week after the receipt of the goods, even if the COMPANY is not liable for transportation.

§ 4 Delivery times and deadlines

4.1 The compliance with delivery schedules and deadlines shall hinge upon the timely fulfillment of the BUYER's contractual obligations. Delivery times shall begin on the date of order confirmation by the COMPANY, however not prior to the clarification of all details concerning the execution of the order and receipt of all documents or other information to be provided by the BUYER required for processing the order as well as the agreed upon down payment, if applicable. The delivery shall be deemed complied with if the merchandise leaves the factory or the warehouse on the agreed-upon date or dispatch readiness has been reported to the BUYER, and the goods cannot be dispatched on time for reasons the COMPANY is not responsible for. These provisions shall apply to delivery deadlines accordingly.

4.2 Even in the event that a deadline has been agreed upon pursuant to Paragraph 268 Article 2 BGB (German Civil Code), default shall occur only upon receipt of a respective reminder by the COMPANY. Should the COMPANY be in default, the BUYER shall be required to set a reasonable new deadline to remedy the situation. The extension shall be for a period of at least four weeks.

4.3 Upon expiration of the reasonable extension period provided to the COMPANY, the BUYER shall be entitled to rescind from the agreement, provided the BUYER has indicated the rejection of the goods in the notice extending the deadline. The right to rescind shall be void if the goods have been dispatched on the day of extension expiration or ready to be dispatched and respective notice has been given to the BUYER.

4.4 Unexpected events beyond the COMPANY's control such as war, the risk of war, riots, violent acts of third parties against persons or effects, authoritative manipulations including currency or trade policy measures, strikes at the COMPANY or its suppliers or its forwarders, interruptions of the intended transportation routes, fire, raw material scarcity, lack of power and other operational interruptions at the COMPANY or its suppliers shall extend firmly agreed upon delivery times or deadlines by the amount of time the interruption persists. This shall apply also if the COMPANY is already in default or in the event that the circumstances causing the interruption were already in effect at the time the agreement was executed, albeit the COMPANY was not aware of them. The COMPANY will immediately inform the BUYER of such problems when they occur.

4.5 In the event that the delivery delays caused by such circumstances should persist, both parties shall have the right to rescind from the agreement. The BUYER shall, however, be permitted to rescind only, if the COMPANY fails to respond to the BUYER's request whether the COMPANY intends to rescind from the agreement or to deliver within reasonable periods of time. The same right to rescind shall apply the aforementioned period of notice notwithstanding, in the event that the performance under the agreement considering the delay that has occurred has become intolerable for one of the parties.

4.6 In the event that the BUYER should incur damages due to a shipping delay the COMPANY is responsible for, the BUYER shall have the right, waiving all other claims for damages, to demand compensation for the delay in the amount of ½ (one half) percent, however, no more than 5 (five) percent of that part of the total order that cannot be utilized in a timely or contract-compliant manner due to the delay. This restriction shall not apply in the event that the COMPANY, due to intent or gross neglect, is liable (ref. Article 7) and it shall also not apply if a commercial fixed transaction pursuant to paragraph 376 HGB (German Trade Law) has been agreed upon. The right of the BUYER to rescind from the agreement pursuant to Articles 4, 3, and 4.5 as well as the reservations concerning self-supply pursuant to 3.1 shall not be affected.

§ 5 Property Rights Reservation

5.1 Until complete and final fulfillment (i.e. also upon final clearance from a liability for deferred drafts or checks) of all receivables from the business transaction, regardless of the legal basis, all delivered goods shall remain the property of the COMPANY (reservation of property rights). The same shall apply to future or conditional receivables that are incurred in the course of the business relationship based on simultaneously or later executed agreements. For current invoices, the reserved property shall serve as collateral for the receivables of the COMPANY from a current account relationship.

5.2 Modifications to and processing of reserved property goods shall be deemed performed on behalf of the COMPANY as a manufacturer pursuant to paragraph 950 BGB, without being binding on the former. The altered/processed goods shall be deemed collateral for the receivables of the COMPANY pursuant to Article 5.1. In the event of alteration, processing, connection of or melding of the reserved property with products other than the COMPANY's by the BUYER, the COMPANY shall acquire co-ownership rights in the new item in the ratio of the invoice value of the reserved property goods to the invoice value of the other products utilized. In the event that the COMPANY's ownership in the reserved property goods should be voided due to connection, melding, alteration or processing of the reserved property goods, the BUYER, through this agreement, shall assign the BUYER's ownership rights in the new product or item, in an amount equal to the invoice value of reserved property goods to the COMPANY and shall properly store it on behalf of the COMPANY at no cost to the latter. The thus created co-ownership rights shall also serve as collateral for the securitization of the COMPANY's rights pursuant to Article 5.1

5.3 As long as the BUYER is not in default of payment, the BUYER shall have the right to sell the reserved property under the BUYER's normal business conditions only, provided that the receivables from such transactions are assigned to the COMPANY pursuant to Articles 5.4 through 5.6 simultaneously. The BUYER shall not be authorized to exercise any other control over reserved property, in particular levies or assignments. The buyer shall be required to notify the COMPANY immediately in the event of any attachments or third party control over the reserved property of the COMPANY and shall be required to inform the third party of the COMPANY's ownership rights. The BUYER shall indemnify the COMPANY against all costs of a potential suit pursuant to paragraph 771 ZPO, unless the third party actually reimburses such costs. The aforementioned authorization may be revoked by the COMPANY in the event of the circumstances stipulated in Article 2.6 and in the event of breach of the aforementioned obligations. In the event of revocation, the BUYER shall not be authorized to alter, process, connect or meld the reserved property.

5.4 Any receivables and all other claims, including ancillary rights of the buyer from the resale of the reserved property, shall be assigned to the COMPANY upon execution of these GTC, which hereby accepts the assignment. Analog to the reserved property, this shall also be done to securitize the claims of the COMPANY. In the event that the reserved property is sold by the BUYER together with other goods that are not the property of the COMPANY, the receivable for the resale shall be assigned to the COMPANY in an amount equal to the invoice amount for goods. In the event of the sale of goods the COMPANY co-owns pursuant to Article 5.2, the COMPANY is herewith assigned a co-ownership percentage accordingly, the assignment of which is herewith accepted by the COMPANY.

5.5 As long as the resale authorization has not been revoked, the BUYER continues to fulfill all payment obligations to the COMPANY and does not breach any other material obligations under this agreement, the BUYER shall be authorized to collect receivables from the sale of these goods. The BUYER shall not be authorized to assign or levy the receivables to third parties, which shall also pertain to the sale of receivables to factoring banks. The BUYER shall notify the COMPANY immediately of any third party actions infringing upon the COMPANY's rights, supplying the documentation required to intervene. Any intervention expenses shall be for the account of the BUYER.

5.6 Upon revocation of the resale authorization and/or the collection authorization, the BUYER shall, upon request by the COMPANY, be required to provide information on the inventory of reserved property and on the assigned receivables to notify BUYER customers of the assignment of such receivables (unless this is done by the COMPANY) and to provide the COMPANY with the information and documents required for collection. Moreover, the COMPANY may, if the BUYER is in payment default for a period exceeding two weeks, demand the return of the reserved property and collect the receivables and other claims assigned to the COMPANY. Furthermore, the COMPANY may utilize the reserved property to satisfy its claims, as soon as the COMPANY has either rescinded from the agreement or the conditions for filing claims for damages due to non-fulfillment have been established. The execution of reserved property rights, in particular the return of reserved property, shall only be deemed an annulment of the agreement if the COMPANY declares it to be expressly in writing. The aforementioned conditions shall void the right of the BUYER to have possession of the reserved property. In the cases stipulated, the COMPANY shall have the right to enter the facilities of the BUYER to pick up the reserved property upon prior notice and setting a deadline.

5.7 In the event that the value of the existing collateral exceeds the securitized receivables by a total of 20 (twenty) percent, the COMPANY shall, upon the BUYER's request, be required to release collateral at the COMPANY's discretion.

§ 6 Liability for Defects

6.1 If the COMPANY provides the BUYER with samples or receives such from the latter, makes analyses, applies DIN standards, other domestic or international quality standards or provides other information on the quality of the goods, such shall be for the more detailed description of the services to be rendered by the COMPANY only. A guarantee of characteristics shall not be inherent in such statements. Unless otherwise expressly agreed upon, the COMPANY shall in particular be under no obligation to verify whether the product is suitable for the specific purpose intended by the BUYER.

6.2 The BUYER shall be required to immediately and with reasonable thoroughness examine the characteristics of the product, if applicable by performing a test run and report apparent defects immediately, however, no later than 10 (ten) days after the receipt of the products, in writing (if possible and reasonable, providing samples), citing the respective invoice, manufacturing and shipping numbers. Hidden defects shall be reported in the same fashion immediately upon discovery. Failure to do so shall constitute unconditional approval of the products. Any other remedies available to the BUYER pursuant to paragraphs 377, 378 HGB shall not be affected.

6.3 In the event that the BUYER should process defective products without prior quality inspection or if the BUYER should deliver products reported as being defective to third parties without giving the COMPANY the opportunity to verify the reported defects, all claims for damages shall be null and void. The sample shall

apply to the consequences of inappropriate or incorrect use of the products, wrong operational setup by the BUYER or third parties, inappropriate modifications to the supplied products, natural wear and tear as well as incorrect or negligent handling or inappropriate storage.

6.4 In the event that a claim is filed timely and rendered justified, the COMPANY shall, at its sole discretion, be required to either remedy the situation or substitute the product free of charge within a reasonable period of time. The COMPANY shall be liable for such provisions in the same manner it is liable for the original shipment of goods. Additional expenses incurred due to the fact that the products have been transferred to another location than the place of fulfillment, shall, however, be borne by the BUYER.

6.5 IN the event that the COMPANY should fail to fulfill a warranty obligation or a contractual obligation, the BUYER shall have the right to, upon expiration of a reasonable extension period, demand the reduction of the compensation or rescind from the agreement. The latter right shall apply only in the event of defective goods, unless the continuation of the agreement until non-defective products are made available would be intolerable for the BUYER.

6.6 Warranty claims shall be subject to a statute of limitations of 12 months after the delivery of the goods. The same shall apply accordingly to claims for the replacement of damages incurred as a result of defects, unless claims for illegal acts are filed. In the event of remedial work due to defects in the products supplied, remedial work shall be subject to a warranty of three months, to which these GTC shall apply accordingly; and it shall not end prior to the expiration of the original warranty period for the item supplied. The warranty period for other parts of the products that are not affected by the warranty repair shall not be extended due to the remedial work.

6.7 Replacement claims shall further be subject to the restrictions stipulated in Article 7.

6.8 The aforementioned provisions on the BUYER's duty to report claims shall also apply to apparent wrong deliveries.

§ 7 General Liability

7.1 The COMPANY shall be liable for damages incurred by the BUYER only in the event that such damages were caused by the COMPANY, its employees, legal representatives or other agents intentionally or due to gross neglect. Moreover, the COMPANY shall be liable only for foreseeable damages caused by the COMPANY's breach of essential obligations under the agreement. Liability shall be excluded for lost profits, savings not realized by the BUYER, subsequent damages as well as damages originating from user environments provided by third parties. The COMPANY shall also not be liable for act of God, such as, in particular, natural disasters, the effects of war, tariff conflicts and similar events causing operational interruptions.

7.2 The aforementioned liability restrictions shall not apply to cases of mandatory product liability or in the event of personal injuries or the death of persons.

§ 8 Information and Consulting, Proprietary Rights

8.1 Information on the processing and application options, the maintenance or the operation of the products supplied by the COMPANY, technical consulting as well as other information, shall be made available to the best of the COMPANY's ability and knowledge; they shall, however, be non-binding and free of any liability, unless the acts of the COMPANY have been at least grossly negligent. In the event that a consulting agreement or a respective contractual ancillary duty does exist, the COMPANY's liability shall be limited pursuant to the provisions of Article 7.

8.2 The COMPANY shall retain the ownership and intellectual property rights in drawings, drafts, product descriptions, plans, concepts and similar documents. Such material shall not be made accessible to third parties. In the event that the COMPANY should be manufacturing the products based on drawings, samples or other information provided by the BUYER and in doing so, infringes upon the rights of third parties, the BUYER shall hold the COMPANY harmless against any claims filed in this context.

8.3 The COMPANY shall warrant that products offered in its standard catalog and their proper use are not subject to any third party rights. This warranty shall be null and void, if the BUYER fails to inform the COMPANY immediately upon the filing of claims by any third parties and fails to assign all required powers of attorney to the COMPANY, which entitle the COMPANY to at its own expense and discretion enter into a dispute with the third party. In the event that the COMPANY should not prevail in such a conflict, the warranty shall encompass the acceptance of the return of the product against reimbursement of the purchase price. Expenses incurred as a consequence shall not be covered.

§ 9 Place of Fulfillment, Jurisdiction and Applicable Law

9.1 The sole place of fulfillment for deliveries and payments shall be 35510 Butzbach, Germany.

9.2 For any legal disputes arising from the development and the effectiveness of this agreement, including such referring to checks and deferred drafts, the sole place of jurisdiction shall, in the event that the BUYER is a fully vested commercial agent or legal entity under public law or a special public-legal entity, be Gießen. The COMPANY shall, however, have the option to file suit against the BUYER at any other jurisdiction provided by the civil proceedings code.

9.3 The contractual relationship shall be governed by the laws of the Federal Republic of Germany. The provisions of the UN Convention on the International Sale of Goods (CISG) shall be excluded.

§ 10 Data Protection and other Provisions

10.1 The COMPANY shall have the right to store and process BUYER data received in connection with the business relationship as required under the agreement, even if such data stems from third parties. Otherwise, personal data shall be transferred to third parties only in cases of legal requirements.

10.2 In the event that individual provisions of these GTC should be ineffective or be rendered ineffective, the effectiveness of the remaining provisions shall not be affected. The parties shall replace a consequential gap in the agreement by a provision that meets the economically intended purpose and effect of the original provision and of the agreement as closely as possible.

10.3 The buyer shall be entitled to transfer any rights due the buyer under this agreement to third parties only upon the express prior consent of the COMPANY.

The German version of the Terms of Condition is binding.