

1. General – scope of application

1.1. These General Conditions of Purchase (hereinafter: conditions of purchase) apply to the contractual relationship of all companies of the GPE Group – here particularly to Seebach-based Multicon GmbH & Co.KG (hereinafter referred to as MC / GPE) – with the agent for the purchase, creation and delivery of all movables including the pertinent documentation such as drawings, technical conditions of delivery, construction regulations, material regulations, suitable accident prevention regulations and for work performances and services.

1.2. These conditions of purchase apply exclusively. They also apply in addition to special conditions additionally agreed in isolated cases. Conditions of the agent that contradict, complement or deviate from these conditions of purchase become part of the contract only if MC / GPE acknowledges them expressly and in writing. This also applies to conditions mentioned in order confirmations or other confirmations of the agent. The acceptance without reservation of goods / services or the payment thereof by MC / GPE does not constitute acceptance of the conditions of the agent. The conditions of purchase of MC / GPE also apply if the contract with the agent is fulfilled in the knowledge of conditions that contradict, complement or deviate from the conditions of purchase of MC / GPE. With first-time delivery according to the present conditions of purchase, the supplier acknowledges their exclusive application, including for subsequent orders.

1.3. The preparation of quotations is free of charge and non-binding for MC / GPE. The agent is tied to his quotation for 2 months; orders and call-off plans of MC / GPE require written form to be binding. The orders and call-off plans are to be confirmed in writing by the agent within 2 (two) working days. Each is considered acknowledged by the agent if they are not objected in writing within the 2 (two) working days following receipt. Independently thereof, MC / GPE reserves the right to withdraw the order if the confirmation is not received within 14 days.

1.4. These conditions of purchase also apply to future transactions between the parties as part of business relations. They apply only to entrepreneurs, companies, corporate bodies under public law or a special fund under public law.

2. Scope of delivery and service of the agent

2.1. The content of the contract for work and services as well as the scope of the work are established exclusively by the order by MC / GPE and the content of the order confirmation. Only confirmations issued in writing are legally binding. Confirmations issued orally or on the telephone require subsequent written confirmation to be legally valid. The same applies to oral side agreements and alterations to the contract. The good is to be manufactured according to the technical specifications and drawings of MC / GPE as well as the state of the art. However, the agent

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is to examine the specifications and drawings of MC / GPE for recognisable contradictions or discrepancies and is to inform MC / GPE about such immediately.

2.2. Series production delivery and delivery may be commenced only when MC / GPE has accepted the initial sample in writing.

2.3. MC / GPE can also demand alterations to the delivery object after conclusion of the contract, as long as the agent considers this to be reasonable. In this case, the impact on both parties, particularly with a view to additional or reduced costs and delivery deadlines, is to be taken into reasonable account.

2.4. The agent is to treat the contract conclusion with confidentiality. In all cases, the use of orders for reference and / or advertising purposes requires prior written approval by MC / GPE. The contractual partners undertake to treat all non-manifest commercial or technical details that become known to them through the business relationship as a trade secret.

3. Involvement of sub-suppliers / sub-contractors

3.1. The agent is obliged to perform the service itself. The orders may be passed on to third parties and sub-suppliers / sub-contractors may be involved only with the written approval of MC / GPE.

4. Material provision

4.1. Documents and means of production of any type such as samples, drawings, models, tools, technical regulations, etc. that MC / GPE provides the agent with or that MC / GPE pays to the agent may be used only for deliveries to MC / GPE. The copyright to documents of MC / GPE left with the agent shall also remain with MC / GPE. Use for purposes other than the fulfilment of the delivery is not permitted without the express approval of MC / GPE issued in writing. In the event of contradictory actions, the agent is liable for the entirety of the damage.

4.2. The documents mentioned in the preceding paragraph, 4.1., like the goods manufactured with them or in accordance with them, are to be returned in flawless condition as soon as the order has been executed or as soon as it has been established that an order will not be issued. Single copies and duplicates may not be kept back. The agent is to return documents and means of production paid by MC / GPE to MC / GPE or destroy them at the request of MC / GPE and must provide us with proof of this, if appropriate.

4.3. In the event of processing or amalgamation of the parts delivered by us, MC / GPE acquires co-title to the new item in the proportion of the value of the parts and materials delivered by MC / GPE to the fabricated objects at the time of fabrication.

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5. Place of fulfilment

The place of fulfilment for the performance of the service is the reception point designated by us; in the event of the lack of such, the place of business of MC / GPE.

6. Procurement of title

6.1. The agent is obligated to hand over the goods and work results to be delivered to MC / GPE and to procure MC / GPE unconditional title thereto.

6.2. The contractual parties irrevocably agree that the title to the goods to be handed over transfers to MC / GPE upon payment. In the cases in which MC / GPE pays the agreed remuneration prior to receipt of the goods, the handover, which becomes due at the time of payment, shall be replaced as follows: If the agent is already in possession of the goods or if it obtains these later, the goods shall be provided for MC / GPE and stored for MC / GPE with the care of a prudent businessman. If the agent is merely in possession of the necessary pre-materials or if it obtains these later, the previously stated applies accordingly. If a third party is in possession of the goods or the pre-materials required for these, the handover between MC / GPE and the agent is replaced in that the agent relinquishes its claim to delivery against the owner to MC / GPE at the time of payment. MC / GPE accepts this surrender.

6.3. In the event that MC / GPE has paid not the entire remuneration but only a partial amount of it prior to the handover of the goods, the previously stated applies with the condition that MC / GPE then acquires only a co-ownership share in the goods or their pre-materials. The level of the co-ownership share is determined according to the value ratio of the partial payment to the agreed price of the goods.

7. Time of fulfilment – default in delivery

7.1. Agreed delivery deadlines and periods are binding. The ordered goods or services must be delivered or performed at the defined reception point by the specified deadline, unless the agent proves that it is not responsible for the failure to comply with the delivery deadline. Any threatening delay to delivery is to be communicated to MC / GPE without delay. Here, a new delivery time is to be specified under indication of the reasons for the delay to delivery. The supplier can refer to the absence of essential documents to be delivered by MC / GPE only if it has issued a written reminder and not received the documents within a reasonable period.

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7.2. If the agent is in default, MC / GPE can set a reasonable grace period. After this period has expired, MC / GPE has the right to enforce its legal rights, especially to demand damages due to non-fulfilment and to withdraw from the contract.

7.3. In the event that the agent defaults with its duty to perform, MC / GPE can demand a flat-rate contractual penalty of 0.5% of the total remuneration for each calendar week started, but a maximum total of 10% of the total remuneration. The contractual penalty is due to be paid immediately if the agent is in default and can be enforced in addition to the claim to fulfilment of the duty to perform. Should MC / GPE accept the delayed fulfilment, MC / GPE can demand a contractual penalty only if MC / GPE expressly reserves this right at the time of the final payment at the latest. The enforcement of more extensive or other damages is not excluded at any event.

7.4. Force majeure releases the contractual partners from their duties to perform for the duration of the disturbance and in the scope of their cooperation. The contractual partners are obligated to provide the necessary information and to adapt their obligations to the changed conditions in good faith and trust, within reason. MC / GPE shall be exempt, fully or in part, from the obligation to accept the delivery / service ordered and shall have the right to withdraw from the contract to this extent if the delivery / service is no longer usable at MC / GPE – under consideration of economic perspectives – due to the delay caused by the force majeure.

7.5. MC / GPE accepts partial deliveries only after express agreement. Upon agreed partial deliveries, the remaining quantity is to be specified.

8. Delivery and passing of risk

8.1. The agent must hand over the goods agreed in the contract properly packaged to MC / GPE at the agreed place of delivery. If the packaging and shipping instructions specified by MC / GPE are not followed, MC / GPE can refuse to accept the goods. For quantities, weights and dimensions, the values ascertained by MC / GPE at incoming goods control are authoritative, subject to other proof of the agent.

8.2. In the event of earlier delivery than contractually agreed, MC / GPE reserves the right to return the goods at the cost of the supplier. Should the goods not be returned in the event of premature delivery, the goods shall be stored at MC / GPE at the cost and risk of the supplier until the agreed delivery deadline. MC / GPE reserves the right to perform payment only on the agreed due dates in the event of premature delivery.

8.3. The risk of accidental perishing and of accidental deterioration transfers to MC / GPE upon handover; for this reason, the agent shall insure the goods against damage in transit at its own cost.

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9. Defect check / transaction

9.1. MC / GPE shall examine goods and work performances for quality and quantity deviations within a reasonable period, provided § 377 of the German Commercial Code (HGB) applies. In the event of obvious defects or obvious quantity deviations, the notification thereof takes place on time at all events provided it is received by the agent within 10 working days as of receipt of the goods. In the event of covert defects, the notification thereof is on time if it is received by the agent within 10 days after discovery of the defect. The supplier thus renounces the defence of delayed notification of defects.

9.2. MC / GPE is obliged to provide notification of defects in the event of a partial delivery only if it was expressly agreed with the agent. With regard to the timeliness of the notification of defects, the preceding paragraph applies (1).

10. Warranty / damages

10.1. MC / GPE is entitled to the statutory warranty rights (claims based on defects) in full scope. The agent must fulfil the technical and statutory provisions applicable for the use and processing of the purchased object at the time of order.

10.2. MC / GPE has the right to remove a defect itself without prior request for improvement toward the agent and to assert damages for the expenses associated with the removal of the defect in case of imminent danger or if immediate improvement leads to the prevention of significant damages. In this case, MC / GPE shall inform the agent without delay.

10.3. The warranty period for goods amounts to two years from delivery or acceptance, provided such acceptance is provided for. Longer statutory and other limitation periods remain unaffected. In the event of defects of title, the limitation amounts to 3 years as of their discovery, but a maximum of 10 years.

10.4. If the agent of a third party has submitted a declaration of warranty (guarantee of quality or durability), claims of MC / GPE from a warranty remain fully intact.

10.5. If MC / GPE is claimed against due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to defectiveness of the product attributable to goods of the supplier, then MC / GPE has the right to demand damages from the supplier to the extent that the damage has been caused by the products delivered by the supplier. This damage also includes the cost of a necessary product recall. If any defect emerges on a part delivered by the supplier, it is assumed that the defect has emerged exclusively in the supplier's area of responsibility.

10.6 The supplier must carry out quality assurance suitable in type and scope and corresponding to the state of the art and must demonstrate this quality assurance to MC / GPE on request. The

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agent will conclude a corresponding quality assurance agreement with MC / GPE if MC / GPE considers this necessary.

10.7. The agent pledges the existence of appropriate product liability insurance. This insurance also covers the risks of a product recall that becomes necessary.

11. Remuneration and payment

11.1. The prices, especially the prices indicated in orders of MC / GPE, are fixed prices independent of the reception point named by MC / GPE including all ancillary costs incurred. Additional charging is excluded, provided something to the contrary is not expressly agreed in writing. Price increase reservations require express written agreement.

11.2. Invoices must be in duplicate and include the order and item number of MC / GPE as well as the delivery note number of the agent of MC / GPE and must show the exact designation and quantity of the goods delivered as well as the price per item or quantity. They are to be sent to the address indicated in the order. If certificates concerning material tests are agreed, they form a significant part of the delivery and are to be sent along with the goods to MC / GPE. The payment period shall not begin before receipt of the agreed certificate.

11.3. Payments take place after receipt of the proper invoices and the receipt of all goods ordered, provided these are free of defects and / or nothing else has been expressly agreed. Payment periods begin at this time. Payments do not signify recognition of prices or conditions or contractual compliance of the goods delivered. Until the contract has been fulfilled fully and properly, payment can be kept back in reasonable scope. In general, invoices are paid 30 days after delivery and invoice receipt with a 2% discount from the gross invoice amount or net after 30 days. Cash discount periods commence with receipt of the proper invoice. Should payment deadlines be on a Saturday, Sunday or a statutory holiday, the subsequent working day shall be considered the payment day. In the event of agreed advance payments by MC / GPE, the supplier must pay a reasonable security in the form of a bank guarantee of a recognised large German bank.

11.4. Surrender of the existing receivable against MC / GPE from the contractual relationship by the supplier is permitted only with the written agreement of MC / GPE. § 354a HGB remains unaffected hereby. The agent has only the right to charge undisputed or already legally established receivables against MC / GPE.

12. Commercial rights

12.1. By accepting the order, the agent assumes the duty to exempt MC / GPE from third party legal claims with respect to the goods to be delivered. The duty to exempt refers to all expenses that

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MC / GPE necessarily incurs from and / or in connection with such legal claims. The limitation period amounts to 10 years, calculated from the conclusion of the contract.

12.2. In justified exceptional cases, MC / GPE has the right to have the agents actual right to produce and trade and / or the presentation of necessary approvals of the manufacture or use of the delivered objects and services in question examined having regard to the care of a prudent businessman and at the cost of the agent.

12.3. MC / GPE will treat personal data of the supplier in accordance with the current legal provisions at the time, especially the Federal Data Protection Act, for purposes related to the order. The agent declares its revocable agreement to this at this stage.

13. Applicable law, place of jurisdiction, miscellaneous

13.1. The law of the Federal Republic of Germany applies. As far as legally permitted, the validity and application of the uniform CISG is excluded. This also applies to any other interstate law.

13.2. The place of jurisdiction for all claims and lawsuits – including bill of exchange processes and trials by the record – that emerge from the contractual relationship is the place of business of MC / GPE. However, MC / GPE also has the right to file a complaint at any other competent court.

13.3. The place of fulfilment for payments is the place of business of the respective company of the GPE Group.

13.4. Contractual security interests of the agent require written agreement.

13.5. Should one or several provisions of these conditions of purchase be or become ineffective, fully or in part, this does not affect the effectiveness of the remaining regulations. The contractual parties are obliged to replace the ineffective provision with a permissible provision that comes as close as possible to the economic intent and purpose of the ineffective provision. The corresponding applies to any gaps.

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