

General Terms and Conditions of Supply

1. Scope, General

These General Terms and Conditions of Supply constitute an integral component of all our quotations and contracts - including all future business - and shall apply to all supplies of goods and services by OMT unless other terms and conditions are expressly accepted in writing. Any deviation from the content of these terms and conditions must be in writing. Our terms and conditions shall also apply if we undertake to supply goods or services unconditionally in the awareness of the customer's deviating terms and conditions or such that contradict ours. By accepting the supply in the knowledge of these terms and conditions, the customer shall be expressing their acceptance.

Entrepreneurs within the meaning of these terms and conditions shall be natural persons or legal entities or partnerships with legal capacity who are acting in pursuit of their commercial or self-employed activities when concluding the legal transaction.

2. Quotation or Proposal Documents, Conclusion of Contracts

Quotations, estimates, price lists and other documents submitted by OMT shall be non-binding and shall only become binding, including the prices quoted therein, upon written acceptance of the offer of a contract from the client by OMT. The requirement for the written form shall also be satisfied if the declaration of acceptance is submitted by fax or email and without a signature by the contractor. Additional agreements or additions and amendments to the contract must also be in writing. Instead of a written declaration of acceptance, OMT may issue an invoice with equivalent content.

We shall retain the ownership of and copyright to all quotation, proposal and other technical documentation (drawings, calculations, review of calculations, design proposals and estimates). These documents may not be used elsewhere, in particular they may not be copied or made accessible to third

parties, without the consent of OMT. In the event of the order not being awarded, said documents must be returned to us without delay.

All required approvals of an official or other nature are to be obtained by the customer and provided to OMT in good time. OMT shall provide the customer with the necessary documents for this purpose at the request of the customer.

3. Completion Times and Dates

Unless OMT expressly agrees to a specific date for the delivery of goods or services or to a specific completion time, all information given with reference to the circumstances known at the time of the purchase order shall apply only as approximations. The corresponding time or date shall be quoted to the best of our knowledge but shall not be binding. OMT shall be entitled to make partial deliveries to a reasonable degree following notification.

Delays to the supply of goods or services due to events that make it considerably more difficult or impossible for OMT to deliver – which shall include in particular natural disasters, strikes, lock-outs and official orders, etc. – even if they occur at subcontractors, shall not be the responsibility of OMT even in the case of binding agreed times and dates. They shall entitle OMT to postpone the delivery of goods or services by the duration of the hindrance plus a reasonable run-up time or – if the delay has not been caused by a strike or lock-out – to withdraw from the contract in whole or in part due to the non-fulfilled part of the contract. If the hindrance lasts longer than one month, the customer shall also be entitled to withdraw from the contract due to the non-fulfilled part after setting a reasonable grace period.

4. Prices and Terms of Payment

All prices are quoted ex works unless expressly stated otherwise. If there is an agreement between OMT and the customer that the goods shall be delivered by forwarding agents instructed by OMT then these instructions shall be given in the name of and on behalf of the customer who shall thereby become the contracting

partner and recipient of the invoice from the forwarding agent providing such a service. OMT shall not assume any liability on behalf of the consignee of the delivery. Clause 10 of the German Freight Forwarders' Standard Terms and Conditions (ADSp) shall not apply.

Surcharges shall be charged for all overtime or work performed at night, on Sundays or national holidays instructed by the customer and for work under difficult conditions. If there is a period of more than four months between the conclusion of the contract and the agreed date for the supply of goods or services or the completion time and if the prices of our suppliers increase during this time, then OMT shall be entitled to adjust the agreed price after the end of four months after the conclusion of the contract. In respect of entrepreneurs, OMT shall be entitled to do so after six weeks after the conclusion of the contract. OMT shall provide proof of the price increases in all cases upon request.

A deduction of an early payment discount or any other change to the price conditions shall require a separate written agreement. OMT shall be entitled to request advance payments of a reasonable amount (e.g. in the case of costly custom-built items, exceeding of the credit insurance limit, etc.). Setting off claims against OMT and the exercise of rights of retention shall be permissible only on the grounds of undisputed or legally established counter claims. OMT shall be entitled to assign claims arising from business relations.

The acceptance of alternative means of payment (bill of exchange, cheque), which OMT shall not be obliged to accept, shall not be deemed to be fulfilment or deferment of the receivable. Credits resulting from bills of exchange or cheques shall be carried out subject to receipt and with a value date of the day on which the amount has been credited to our account and on which the counter value is available to us. The costs of safe custody and encashment, in particular discount charges, and all other bank charges caused by the customer, shall be paid by the customer.

Payments shall always be credited to the oldest debt irrespective of terms and conditions from the customer to the contrary. If costs of collection and interest claims have already accrued, payment shall first be credited to the interest and ultimately to the principal claim.

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Commerzbank AG, Hoya
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Konto 4 244 844 00
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If both parties have agreed to deferred payment, payment by instalments or the acceptance of bills of exchange, then the whole amount of our receivable shall become due for payment, irrespective of said agreement and the maturity of the bill of exchange, provided the customer defaults on the agreed payments or the encashment of alternative means of payment fails for reasons that the customer is responsible for, or provided the customer's financial position deteriorates substantially, or the customer disputes the claim by OMT or otherwise puts it at risk. In the event of the substantial deterioration of the customer's financial position after the conclusion of the contract, OMT shall also be entitled to make the supply of goods or services, which have not yet been made, conditional upon the advance payment of the fee or the provision of collateral. If the customer does not satisfy the obligation to make the advance payment due to a deterioration of their financial position, then OMT may withdraw from the contract having set a reasonable grace period or, provided the customer is responsible for the deterioration in their financial position, request compensation instead of the service. Payments by the customer shall always be set off in accordance with Section 366 of the German Civil Code (BGB). If, in addition to the principal debt, claims to costs and interest exist, then the payment shall always be credited firstly to the costs, then to the interest and only then to the principal claim.

5. Retention of Title

OMT shall retain title to all items delivered until full payment of all claims arising out of the business relationship. Comprehensive retention of title (simple, expanded and extended retention of title) shall apply to all present and future supplies of goods.

The customer shall be obliged to handle the goods subject to the retention of title with care. If and to the extent servicing or inspection work is required, the customer must carry this out regularly at their expense.

The customer must inform us in writing without delay of attempts to seize the goods subject to the retention of title or other intervention by third parties in relation to said goods so that we can take counter action. The customer must object to attempts to seize the goods, indicating our retention of title.

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In the event of conduct by the customer in breach of the contract, in particular in the event of delayed payment or a breach of the customer's obligations according to the above paragraphs, OMT shall be entitled to withdraw from the contract and to demand the return of the goods.

If and to the extent the supplied items have become substantial components of a piece of property belonging to the customer, the customer shall undertake to allow OMT to disassemble the items that can be removed without causing substantial damage to the structure and to transfer the ownership of these items back in the event of non-compliance with the agreed payment dates. Disassembly and other costs shall be charged to the customer.

If supplied items are permanently connected to another item, the customer shall transfer their claims to or co-ownership of the new item, provided claims or co-ownership arise, to OMT in the amount of OMT's claim. The customer may sell the goods subject to retention of title onwards in an ordinary business transaction provided they are not in default of payment. They shall be obliged to agree retention of title.

The customer shall hereby assign all claims and ancillary rights accrued to them from a sale of the goods subject to retention of title or from another legal basis against their purchaser or a third party, in their full amount to OMT and irrespective of whether they are sold to one or more buyers. If the goods subject to retention of title are sold after modification, connection, blending or processing with other goods not belonging to OMT, the assignment shall only be in the amount of the share of our co-ownership of the sold item or sold inventory.

The customer shall be entitled until revocation to collect the receivables assigned to OMT, without affecting our authority to collect the receivable ourselves. OMT shall undertake not to collect the assigned receivables ourselves provided the customer meets their payment obligations from the revenue collected, has not defaulted on payment and no application for insolvency proceedings to be opened has been filed and there is no suspension of payments. If on the other hand these conditions referred to exist, OMT shall be entitled to revoke the authority of the customer to collect payment and to request that the customer

inform OMT of the assigned receivables and their debtors, give all the details that are required for collection, hand over the relevant paperwork and inform the debtor of the assignment. If necessary, OMT may inform the debtor themselves.

6. Liability for Defects, Statute of Limitation

Delivered goods are to be inspected by the consignee immediately upon receipt and deviations in terms of quantity or quality and obvious defects are to be reported immediately. Any complaints are to be made in writing within eight days of receipt of the goods. If a defect in quality or title is revealed later this must be notified in writing within eight days of it becoming detectable by the customer.

If the customer fails to make a complaint regarding defects in time, OMT shall be in no way liable with regard to these defects. Goods subject to a complaint must be appropriately stored and protected; they must not be further processed or installed. If further processing or installation does occur, we shall be exempt from any obligation of liability for defects and shall not be liable for any consequential losses that may occur either. If it should turn out upon inspection of the goods that the complaint was unjustified and/or is not attributable to a deficiency in OMT's performance, the customer shall be obliged to pay all of OMT's expenses in association with the inspection of the alleged defectiveness (travel expenses, time and costs of technical testing, etc.). If properties or other conditions of the goods are attributable to wishes of or other - in particular erroneous - information from the customer, OMT shall not be liable for any defects.

Quality shall be determined exclusively by the agreements made and by any product descriptions from the manufacturer. Public statements, advertising or marketing by the manufacturer shall not constitute any essential indication of quality.

In the event of the proven existence of defects in material or title that have been the subject of a complaint made in good time, OMT shall choose whether to rework the goods (remedy the defect) or to make a subsequent delivery free of defects. If OMT grants a subsequent delivery, OMT may demand a return of the defective item in accordance with Sections 346 - 348 of the German Civil

Code (BGB). In the event of the failure of subsequent deliveries or reworked parts, the consignee shall only have the right to rescission of the contract (withdrawal) or to reduce the price (price reduction). In the event of the assumption of a warranty or if there has been intent or gross culpability by OMT or their vicarious agents, OMT shall also be liable to compensation within the scope of the statutory provisions. Reference to standards or rules shall not constitute any assumption of a guarantee of adherence to said standards or rules. Only the customer shall be entitled to assert claims for defects against OMT. They cannot be assigned.

In the event of purchase agreements, they shall be time barred within one year of delivery. In the event of contracts where the essential content is the production of work, they shall be time barred within one year of acceptance. This deadline shall not apply in the event of fraudulent behaviour by OMT.

The customer shall not be entitled to refuse acceptance in the event of minor defects. If the customer refuses acceptance unjustifiably, then acceptance shall be deemed to have taken place once two weeks have expired since delivery.

7. General Liability Limits

In addition to liability for the supply of defective goods or services, OMT shall be liable on any other legal basis only in the event of intent, gross negligence or serious organisational fault. If and to the extent there is a breach of essential contractual obligations, or if a guarantee had been assumed, OMT shall be liable for every fault. In these cases, however, liability shall be limited to the compensation provided by our liability insurance. We shall grant the customer sight of this policy on request. If so required, we shall arrange increased coverage in our liability insurance at the expense of the customer. In the event of damages that result in injury to life, body or health, OMT shall be unconditionally liable for every negligent breach of obligation. The above liability limits shall not apply to claims based on the provisions of the German Product Liability Act either.

8. Other Agreements

Information regarding processing, use or application options of the goods and services we supply, technical advice and other information is given to the best of our knowledge, but entirely on a non-binding basis and without any assumption of liability unless OMT undertakes in a contract to advise or assumes any express guarantee for the existence of certain properties in products.

Standard industry tolerances shall apply to measurements.

If any of these terms and conditions are or become invalid, the effectiveness of the remaining provisions shall not be affected.

9. Place of Fulfilment

The place of fulfilment for all rights and obligations shall be Hoya.

10. Place of Jurisdiction

The place of jurisdiction for any disputes provided the customer is a businessman, legal entity under public law or special fund under public law shall be Hoya. OMT may choose to bring a case against the customer where they are based.

Effective: December 2010

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