

## GENERAL TERMS AND CONDITIONS FOR SALES TO COMPANIES

### 1. Validity of the conditions

The deliveries, services and offers of Alliance Trading EMEA GmbH will be carried out solely on the basis of these sales and delivery conditions and thus also for all future business relationships even if they are not once again explicitly stipulated. The present terms and conditions are deemed to have been accepted on receipt of the goods or services at the latest.

### 2. Offer and conclusion of contract

The offers of Alliance Trading EMEA GmbH are non-binding.

### 3. Prices and terms of payment

3.1. Unless otherwise specifically agreed, prices shall be understood freight, packaging and VAT unpaid from the company or warehouse. Invoices from Alliance Trading EMEA GmbH are due immediately at the company headquarters; Discounts and other reductions require a special agreement.

3.2. Alliance Trading EMEA GmbH can refuse to accept cheques where reasonable doubts on coverage exist. Cheques will only be accepted on account of performance. Discount and collection charges and all additional charges occurring due to cheque payments will be charged to the purchaser and are to be paid in cash immediately. Alliance Trading EMEA GmbH shall not be liable for timely presentation, protest, notification etc. All receivables of Alliance Trading EMEA GmbH become immediately due and payable, if the purchaser falls into arrears with the settlement of any other another liability against Alliance Trading EMEA GmbH. The same will be valid, if the customer stops his payments, is heavily in debt, the adjudication in bankruptcy is of his assets or this adjudication in bankruptcy is refused for lack of substance or circumstances become known which justify reasonable doubts about the creditworthiness of the purchaser. In case of default of payment Alliance Trading EMEA GmbH may charge irrespective of any further claims the interest customary in the line of bank business, however at the minimum an interest rate equal to 8 percentage points above the rate of the European Central Bank. In the event that the customer will be in default of payment Alliance Trading EMEA GmbH is entitled to make at our choice further deliveries or services subject to prepayments or security payments, to demand compensation for late service or to withdraw from the agreement. This does not apply if the customer made a justified complaint about the delivery.

3.3. In connection with debts on several deliveries or services Alliance Trading EMEA GmbH is entitled to make a reservation for the settlement of payment on account of the one or the other debt. The purchaser is not authorized to retain payments or to deny payments by reason of any claims, also in the event that claims for defects are pending. The purchaser can only offset against our claims with counterclaims that are uncontested or determined to be legally valid.

### 4. Passing of risks, acceptance

4.1. The risk is transferred at the latest when the delivered parts are dispatched to the buyer and even if partial deliveries take place or if Alliance Trading EMEA GmbH has undertaken other services such as for example the forwarding charges, transportation and installation. At the request of the purchaser, Alliance Trading EMEA GmbH will insure the consignment, at the purchaser's expense, against theft, breakage, transport, fire and water damage, and other insurable risks.

4.2. If dispatch is delayed due to circumstances for which the supplier does not have to answer for, the risk passes over to [...] the purchaser as of the date of readiness for dispatch. However, Alliance Trading EMEA GmbH shall be obligated to obtain the insurance at the customer's request and expense. 4.3. Delivered items, even when they present negligible defects, are to be accepted by the purchaser, irrespective of his warranty rights. Partial deliveries are permitted.

4.3. Delivered goods, even if they have minor defects irrespective accepted by the Purchaser of its warranty rights. Partial deliveries are permitted.

### 5. Delivery period and time of performance

5.1. Binding delivery dates or delivery deadlines must be in writing.

5.2. The delivery deadline shall be suitably extended in the event of measures in the context of lawful labour disputes, in particular strikes and lockouts and also when unforeseen obstacles occur, to the extent that such obstacles are proven to be of considerable influence for the supply of the object of delivery. In such a case, Alliance Trading EMEA GmbH is entitled to withdraw from that part of the contract which has not yet been fulfilled. This applies in particular when such circumstances are faced by suppliers.

5.3. Circumstances of this nature shall not be the responsibility of Alliance Trading EMEA GmbH, even if they occur during a delay already caused by other reasons. Alliance Trading EMEA GmbH will notify the purchaser as soon as possible of the start and end of such hindrances.

5.4. If the delay lasts longer than three months, the purchaser is entitled to withdraw from the contract after an appropriate grace period, with regard to the still unfulfilled part of the order.

5.5. In the event that the dispatch is delayed upon request of the purchaser, then he will be invoiced beginning one month after notification of the readiness for shipment for the cost incurred by the storage for storage at Alliance Trading EMEA GmbH's plant, at least 1/2 percent of the invoice amount for every month. Alliance Trading EMEA GmbH however is authorized after reasonable time and with due notice to dispose of the goods elsewhere and to provide the customer with an adequate extended delivery time.

5.6. Observation of the term of delivery shall be subject to the purchaser's performance of his contractual obligations.

### 6. Responsibility for defects

6.1. Alliance Trading EMEA GmbH will be liable for defects in the goods delivered in accordance with the following provisions as set out in § 377 German Commercial Code/HGB: If the sold item is defective Alliance Trading EMEA GmbH is allowed at their own option to provide supplementary performance in form of rectification of defects or to deliver a new item free of defects (supplementary performance). The precondition for Alliance Trading EMEA GmbH to be held liable for defects is that they are not merely minor defects. Should one of or both forms of remedy prove impossible or disproportionate Alliance Trading EMEA GmbH is entitled to refuse it. Alliance Trading EMEA GmbH may refuse supplementary performance providing the purchaser has not already made payment for the defect free part of the delivery.

6.2. Should the subsequent performance indicated in paragraph 1 be impossible or should it fail, the purchaser shall have the optional right to either reduce the purchase price accordingly or to rescind the contract according to the statutory provisions; this shall apply especially in case of culpable delay or refusal of subsequent performance, also if it is unsuccessful for a second time. The above provisions also apply in case of delivery of another item or a lesser quantity.

6.3. Unless otherwise specified below, all other claims by the Buyer on whatever legal basis (in particular claims for compensation arising from violation of contractual ancillary obligations, illegal actions or other criminal liability and claims for compensation of costs with the exception of those pursuant to § 439 section 2 Civil Code) are excluded; in particular Seller shall not be liable for compensation for consequential damage, indirect damage and loss of profit.

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6.4. The liability disclaimer provision under section 6.3. shall not apply if any exclusion or restriction of liability agreed for injury to life, physical injury or damage to health is due to intentional or negligent dereliction of duty on the part of Alliance Trading EMEA GmbH or its legal representative or vicarious agent; nor shall it apply if any exclusion or limitation of liability is agreed for other forms of damage caused by any intentional or grossly negligent dereliction of duty on the part of any legal representative or vicarious agent of Alliance Trading EMEA GmbH. In case of a non-accidental breach of an essential contractual obligation or a cardinal obligation, liability shall not be excluded but shall be limited to typical foreseeable contractual damage. The exclusion of liability shall also not apply in those cases in which the product liability act stipulates that liability is in effect for defects in delivery items causing injuries to persons or damages to objects used for private purposes. Nor does it apply in the case of assumption of a guarantee and assurance of a characteristic feature if a defect covered thereby activates Alliance Trading EMEA GmbH's liability. A guarantee or assurance in the sense of an intensification of liability or assumption of an obligation to meet claims are deemed to have been given only if the terms „guarantee“ or „assurance“ are expressly mentioned.

6.5. No warranty shall be accepted for damages due to the following reasons: Unsuitable or improper use; faulty mounting by the purchaser and/or third parties; natural wear; faulty or negligent handling; electrochemical or electrical influences (as far as Alliance Trading EMEA GmbH is not responsible for them); any modifications or repair work on the part of purchaser or third parties which are improper and have been carried out without prior approval by Alliance Trading EMEA GmbH.

6.6. Claims for defects are subject to a limitation period of twelve (12) month beginning with the delivery of the goods. Claims for price reduction and rights to rescind the contract shall be rejected so far as the claim for subsequent performance has lapsed. In the event of operation of Sentence 2 however the purchaser may only refuse payment of the purchase price to the extent that he would be entitled to do so.

### 7. Liability for collateral duties

If through fault of Alliance Trading EMEA GmbH the delivered item cannot be used as provided for in the contract because of non-implementation or deficient implementation of proposals or consultation, whether made or provided before or after conclusion of the contract, or of other contractually agreed collateral obligations - in particular instructions for the operation and maintenance of the delivery item - the above mentioned provisions (sections 6) shall apply accordingly, all other claims of the purchaser being excluded.

### 8. Purchaser's Right of Revocation and other Liabilities

8.1. The following regulations apply to violations of duties apart from liability for defects and are not designated to exclude or restrict statutory rights to withdrawal. Furthermore, Alliance Trading EMEA GmbH's statutory or contractual rights and claims shall neither be excluded nor limited.

8.2. The purchaser may rescind the contract if the entire performance becomes impossible; the same applies in case of inability to perform. The purchaser may rescind the entire contract if in case of an order of similar goods the performance of a part of the delivery becomes impossible on account of circumstances for which Alliance Trading EMEA GmbH is responsible and the purchaser is not interested in partial delivery; if this is not the case, the purchaser may reduce payment correspondingly, he is not entitled to rescind in case of minor violations of duties.

8.3. If performance of contract is delayed and the purchaser granted Alliance Trading EMEA GmbH an appropriate grace period after being notified of the delay and this grace period expires without any effect, the purchaser is entitled to withdraw from contract. In the event of partial delay in performance section

1 sentence 2 shall apply accordingly. In the event of the buyer requesting, prior to delivery, a version of the article of sale differing in any point whatsoever from the one agreed on, then the course of the period of delivery shall be interrupted until such date as an agreement is reached regarding the execution, and the term of delivery shall be extended to accommodate the time required for the modified version.

8.4. Likewise, withdrawal shall be excluded, if the purchaser is solely or largely responsible for the circumstance that entitles him to withdraw from the contract or if the reason within Alliance Trading EMEA GmbH's scope of responsibility occurred during the buyer's default in acceptance. In the event of impracticality we retain in the above cases our claim to consideration as defined in § 326 Section 2 BGB [Civil Code].

8.5. Further claims for whatsoever legal cause on purchaser's part (particular claims for damages resulting from breach of duty, impossibility, default, violation of contractual secondary obligations, wrongful act); this applies in particular to claims for losses beyond the item purchased, and for claims to compensation for lost profits; it also includes claims not resulting from the defect in the item purchased. This, however, does not apply to cases where the cause of damage results from wilful intent, gross negligence, or violation of a major obligation by Alliance Trading EMEA GmbH or its legal representatives or subcontractors. Nor shall this apply if the damage arises from culpable injury to life, physical injury or damage to health. Likewise, liability shall not be excluded in cases where a guarantee has been assumed, in so far as a defect covered by this specifically triggers Alliance Trading EMEA GmbH's liability. If we culpably infringe any essential contractual obligation or any cardinal obligation liability shall not be excluded but shall be limited to typical foreseeable contractual damage. A guarantee or assurance in the sense of an intensification of liability or assumption of an obligation to meet claims are deemed to have been given only if the terms „guarantee“ or „assurance“ are expressly mentioned.

### 9. Title Retention

9.1. Until the complete payment of any and all claims from the business relationship including any refinancing or return bills, Alliance Trading EMEA GmbH shall reserve the title to the delivered goods that may only be sold in the regular course of business.

9.2. If a seizure of the goods by third parties occurs while the goods are still Alliance Trading EMEA GmbH's property, especially by way of execution, then the purchaser must immediately inform the third party of Alliance Trading EMEA GmbH's ownership and he must immediately inform them about the seizure, sending or handing them any existing documents.

9.3. The purchaser shall bear all costs that must be incurred to remove access or return the retained goods unless they are replaced by third parties.

9.4. The buyer is entitled to dispose over the delivered goods within the framework of a proper business transaction. The purchaser may neither pledge nor assign transfer as a security of the goods subject to retention of title. The purchaser shall be obligated to safeguard the rights of Alliance Trading EMEA GmbH when re-selling retained-title merchandise on credit.

9.5. In case of a disposal of the goods supplied with reservation of title, the purchaser assigns his claims towards the third buyer to Alliance Trading EMEA GmbH. Alliance Trading EMEA GmbH shall accept this assignment.

9.6. If the delivered items are processed to form new commodities by the purchaser, the processing takes place on behalf of Alliance Trading EMEA GmbH, without any obligation arising from this on Alliance Trading EMEA GmbH's part. The new item becomes Alliance Trading EMEA GmbH's property.

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9.7. In the case of processing the goods, supplied subject to retention of title, with other objects, that are not Alliance Trading EMEA GmbH's property, the purchaser assigns to Alliance Trading EMEA GmbH co-ownership of the new object in the ratio of the total invoice amount of our goods subject vs. the other goods processed at the time of processing.

9.8. In case purchaser combines, mixes, or blends the goods subject to retention, the purchaser cedes his claims against the owner or owners of movable or immovable property, which have been combined, mixed or blended with the retained goods, in the amount of the claims of the materials supplied to Alliance Trading EMEA GmbH.

9.9. Alliance Trading EMEA GmbH undertakes to selectively release securities assigned to it in accordance with the aforesaid terms insofar as the value of such collateral exceeds the value of the seller's accounts receivable by more than 20%.

### **10. Place of Fulfilment**

Place of performance of the mutual obligations is the place of business of Alliance Trading EMEA GmbH.

### **11. Place of Jurisdiction**

11.1. The place of jurisdiction in case of contracts with merchants is the headquarters of Alliance Trading EMEA GmbH.

11.2. The contractual relationship shall be subject to the law of the Federal Republic of Germany.

### **12. Severability Clause**

If anyone clause of these terms and conditions of trade is invalid, this shall not affect the other parts. In this case the correct provision shall be replaced with a valid provision, which reflects the intended purpose and is legally permissible.