

General Terms and Conditions of Purchase

of

Allfest GmbH

I. Preface

These terms and conditions of purchase apply in addition to any individual contractual stipulations to all business dealings with suppliers and other contractors (hereinafter referred to as „contractors“). In the case of ongoing business relationships and framework agreements these terms and conditions are also applicable to any future supply relationships up until any updated terms and conditions come into effect. Neither a supplier's order confirmation nor the acceptance of deliveries and services or their payment make other terms and conditions matter of this contract. All agreements concerning this contract must be made in written form. Changes and amendments to this contract have to be made in writing and can only be made with our approval. Where the credit rating or the ability to deliver deteriorates to a point where the performance of the contract is in danger, or where the supplier stops his payments or where insolvency proceedings against his assets are instituted, we have the right to withdraw from this contract fully or in parts.

II. Offer

The offer has to clearly state any variations from the initial enquiry. The supplier is tied to his offer for a minimum of one month and is required to provide a sample of the product to be delivered. The offer and product sample are to be supplied free of charge. All prices are to be displayed in Euros + VAT and duty delivery paid, including packaging and insurance. For any documents left with the supplier for the purpose of making an offer, the ownership and copyright remains with us. Any documents are to be returned immediately and at no extra cost when no offer is made or after the settlement of an order.

III. Order

1. Supply contracts (Order and Acceptance) and delivery schedules as well as their changes and amendments must be made in writing. Orders, delivery schedules as well as their changes and amendments may also be made via remote data transmission or machine-readable data carriers. The acceptance of our request(s) shall be established within 2 weeks after receipt and via written order confirmation including delivery time and prices. Delivery schedules are binding unless objected to within two weeks of receipt. Framework agreements only entitle to the buying of starting materials to the required amount. The production of parts for call orders is only allowable after the release order has been received. Where drawings and shapes have been modified by the supplier, the supplier bears the risk of non-acceptance of the products as well as all resulting faults and damages.

2. Deviations in quantity and quality from the text and content of our order or later contract amendments only apply after our written confirmation.

3. Prior to the execution of the order we are entitled to demand alterations of construction, quantity and delivery time after consultation with the supplier. Such changes shall be settled appropriately and amicably. Where no agreement can be reached, both parties are entitled to terminate the contract. In that situation, the supplier is entitled to the adequate reimbursement of expenses. Without our agreement, the supplier is not entitled to carry out changes in construction or execution from earlier, similar deliveries and services.

4. Drawings, tools, samples, models, brand and design or the like as well as finished and semi-finished products which have been supplied by us or are produced on our instructions remain or become our property and may only be delivered to third parties where our written consent is given. After completion of the contract they have to be returned to us immediately and without further notice except where otherwise specified. Goods produced and marked with such means of manufacturing, brand and design may only be delivered to third parties where our explicit, written authorisation has been supplied.

5. A contract transfer to a third party without our consent is prohibited and entitles us to a cancellation of the contract and claim for damages.

IV. Delivery dates and deadlines, Default

1. Delivery dates and deadlines as specified in orders and release orders are binding. The deciding factor in whether or not the due date is met is the receipt of the delivery in our factory. Partial deliveries are only acceptable where previously agreed with us. It is the supplier's responsibility to immediately inform us of any difficulties, which prevent a delivery from being on time, or of the quality required, and to obtain our decision about the maintenance of the contract. The supplier is liable for non-delivery or delay of information. Where delivery is delayed we are entitled to legal claims. A deadline set by us is only dispensable where it is required by our own schedule when the non-fulfilment of the contract by our client is to be expected. The exemption from, or limitation of liability of the supplier is ruled out. In the event of a withdrawal, we are entitled to keep the partial delivery against credit note. In the event of recurring or ongoing missing of deadlines caused by the supplier, we have the right to terminate the contract. In the event that the supplier's missing of deadlines is no fault of his own, we have the extraordinary right to cancel where the delay is substantial and where the urgency of the delivery due to our own deadlines requires such measures.

2. Where our acceptance of a delivery is delayed due to force majeure or other unexpected factors beyond our control, which influence the acceptance of a delivery, the deadline shall be adjusted accordingly and no default of acceptance arises. In any other event of a delay of acceptance, the indemnity claim is no more than 50% of the total value of the delivery.

3. Where the supplier is behind schedule, and a reminder has been sent, we reserve the right to demand a contract penalty of a maximum of 500% of the net order value and/or the delivery/service and/or cancellation of the contract. The paid contract penalty will be deducted from the indemnity claim. The right to demand an agreed contract penalty is not forfeited by the fact that it hasn't been expressly claimed on the day of the delayed delivery as long as it is claimed in time for the final payment. We reserve the right to claim higher damages.

4. We are not liable to take any goods before the end of the delivery deadline.

V. Shipment, transport, passing of risk, certificate of origin

1. All deliveries arrive strictly with duty and delivery paid. Our general shipment terms and conditions applicably at the time apply. The supplier shall attach our ordering information to all shipping documents and delivery orders. The delivered goods are to be accompanied by the standard necessary documents so that the correct allocation and handling at the time of delivery can be insured. Of particular importance are hereby the delivery notes complete with our order number, our product code, number and type. In the case of an import supply, the following documents – depending on the mode of dispatch and country of delivery – are required: Movement certificates (i.e. EUR 1, EUR2), international express parcels consignment note (where applicable marked with T1 or T2), consignment notes (where applicable marked with T1 or T2), customs documents (i.e. T1 or T2), certificate of origin and bill. Delays, additional charges and damages, which result from non-compliance with our shipping instructions, are debited to the supplier. The supplier is to use the packaging specified by us and to make sure that the packaging protects the goods against damage. Where no specifications are given, the goods are to be packed as is standard. Where demanded, the goods are to be packed in our original packaging or another specialist type of packing. The supplier is liable for any losses and damages, inclusive of damages occurring as the goods are unloaded, up to the point of acceptance in our factory. Therefore the supplier is obliged to take out an adequate transport insurance. Where, in exceptional cases, we bear the transport costs, the cheapest mode of transport is to be chosen, taking into account the safety of the goods.

2. The risk becomes our responsibility only once the goods have been delivered to the specified address or once the items have been installed and accepted in our factory. Up to the point of delivery, the goods are to be stored at the supplier's risk and expense.

3. Where the goods supplied by the supplier are required for export, it is the supplier's responsibility to supply a written certificate of origin of the goods. - This certificate is to be supplied with the first shipment.

4. We expect to be informed immediately and unasked of the origin of newly sourced goods or a change of origin. The supplier is liable for all losses resulting from an incorrect or delayed supply of the supplier's declaration. Where required, the supplier is advised to prove his declaration of origin via an information sheet approved by the customs office.

VI. Price, Payments

1. The price stated in the order form is the maximum price and as such may be undercut but never overrun. Packaging is included in the price. In the rare event that another arrangement has been made, packaging is to be charged at cost price. In the event of a return consignment, a minimum of two thirds of the charged value is to be credited.
2. The supplier will not offer us less favourable prices and conditions than other customers where, and as long as they offer the same or equal pre-conditions.
3. Individual bills are to be sent for each order. In order to ensure the regularity of the invoices, we refer to the applicable delivery specifications. Payment is only made once the goods/services have been received in total and without fault and on receipt of invoice. The same applies for accepted part-deliveries. Time delays resulting from incorrect or incomplete invoices don't affect the cash discount period. Where a discount is granted, payment will be made according to the discount agreement but within 14 days less discount of 3% and up to 30 days net value. Where under exceptional circumstances pre-payments have been agreed, they will only be made via bank guarantee according to our terms. Definitive for this term is the day of delivery or a later invoicing. A delay of payment on our part due to negligence is impossible. Any claims for compensation are limited to typically occurring damages.
4. The assignment of receivables against us is absolutely impossible. The supplier's demands against us may only be passed on to a third party with our explicit agreement. Payment will only be made to the supplier.
5. We are entitled to the set-off right and the right of retention within the legal range.

VII. Invoice, Documentation, Labelling of goods

1. One copy of the invoice, delivery order and packing slip are to accompany every delivery. The invoice should always correspond to the delivery order and free deliveries also require an invoice. The invoice must contain the following information: Our order number, our product code, description of the delivery or service, delivery order number, delivery date, quantity, unit, value of goods (individual item and total), free deliveries / services are to be marked „free of charge“, pricing unit, currency unit, cost of packaging (per unit of goods), amount of units, weight (gross/net), delivery address/unloading point, VAT percentage as well as remaining quantity in the case of allowable partial deliveries.
2. In the event of a cargo delivery, we require a separate notification of dispatch to be sent on the day of dispatch.
3. The supplier shall mark the delivery goods as required by, and if necessary discussed with, us. Any items, which are branded with one of our registered trademarks or are packaged in our original packaging, shall only be delivered to an explicitly specified third person or us. Where such branded items are returned as faulty, it is the supplier's responsibility to dispose of them. In the event of the supplier's breach of the previously listed obligations, we are entitled to terminate the contract and demand compensation or the release of that what has been obtained through the breach of contract.
4. Where required, the supplier will give detailed information about the blend of materials contained in the goods, particularly where required in order to meet domestic and foreign legal requirements.
5. Where we require a first or outturn sample, the supplier may start the production of goods only once he received a written confirmation by us.

VIII. Quality, Quality management

The supplier shall observe the acknowledged rules of technology and the agreed (technical) data, particularly quality specifications and relevant protective laws and other safety regulations for each delivery. He is responsible to maintain a quality management system to meet the zero-defect target and to continuously improve quality/services as is listed in the international standard ISO 9000 et sqq.. It is the supplier's responsibility to make sure that his sub-suppliers maintain a similar quality management system, which guarantees the faultlessness of any purchased or externally grafted parts. Particulars of the individual quality requirements are to be settled in writing by the individual parties.

IX. Defect regulations, Limitation of defect investigations, Recourse

1. The supplier shall deliver the goods free from defects. Statutory provisions apply, as long as no alternative agreements have been made. The supplier is liable for all defects and consequential damages. We are entitled to demand subsequent fulfilment from the supplier, to terminate the contract or to lower the

purchase price and to demand compensation for the futile expenses as is mandatory. Within the course of a supplementary performance by the supplier we are entitled to demand either rectification or the delivery of new, undamaged goods. The supplier is liable to cover all costs required by the supplementary performance, such as transport and handling costs, labour costs and the cost of supplies. In the event that the supplier fails to carry out any supplementary performance within the adequate timeframe given by us or should it fail, we are entitled to terminate the contract and to demand compensation instead of rectification. In urgent cases, particularly in the event of imminent danger, where imminent danger and substantial losses have to be avoided, we are entitled to carry out any rectifications ourselves or to commission third parties at the expense of the supplier. In the event that a second delivery of the same goods is to be found faulty again, we will send a written warning and in case that another shipment of faulty goods is delivered we are entitled to prematurely terminate the contract.

2. Where certain aspects within the quality assurance agreement are missing, the deliveries shall be checked for faults, transport damage and identity of the goods by the supplier or us within an appropriate time period within ordinary business operations. A notice of defects is timely as long as it is received by the supplier within 10 working days from delivery or in the case of hidden defects from their detection. In that case, the supplier waives the defence of late notice of defects. Where trade goods are concerned, stoppage occurs upon the customer's complaint. We reserve the right to debit the supplier with the costs resulting from the notice of defects. The supplier bears all costs and the risk of return of all faulty goods.

3. Our material damage claims for all products / services provided by the supplier become time-barred after 36 months after dispatch of the Allfest goods produced using the supplier's goods and at the latest 5 years after we received the delivery. It is the supplier's responsibility to come to an agreement with his public liability insurer to incorporate this period of limitation.

4. In the case of defects of title, the supplier shall clear us from any third party demands. Defects of title are subject to a period of limitation of 10 years.

5. For product replaced or repaired during the initial period of limitation, this period starts anew as soon as the supplier completely fulfilled all our re-performance demands.

6. In the event that we have to withdraw goods produced and/or sold by us or where the sale price was lowered or where we have been made a claim on as the result of faulty goods delivered to us by the supplier we reserve the right of recourse against the supplier. In this case, there is no time limit for our rights set forth under statutory regulations.

7. The supplier is liable to cover compensation for all expenses we have to pay to our client where the client is entitled to compensation for expenses resulting from supplementary deliveries, particularly shipping and handling fees, labour costs and material costs.

8. Irrespective of the provisions in sec. 4, the statute of limitation commences in cases listed in sec. 6 and 7 at the earliest two months after the point in time that we fulfilled the demands of our client and at the latest 5 years after delivery by the supplier.

9. Is a material defect detected within 6 months of the passing of risk it is assumed that this defect was already present at the time of the passing of risk, unless this assumption is not conformable with the type of defect.

X. Product liability, Insurance cover

The supplier holds us free and harmless of any liabilities regarding damages resulting from product faults and subsequent losses occurring with us or third parties. The supplier shall arrange the coinsurance of this release from liability as part of his public liability insurance. Where a product fault results from a problem in the supplier's domain, the supplier holds us free and harmless of any liabilities for the product fault and the resulting third-party claims. Is a product recall necessary in order to prevent the injury of persons, due to product faults caused by the supplier, it is his responsibility to reimburse any resulting expenditures. The supplier commits to taking out a personal liability insurance covering a minimum of 2 Mio € combined limit for bodily injury and physical damage, as well as a product recall cover for automobile components and other parts covering 3 Mio € minimum. Furthermore, deviating from §4, para.1, sec.3 AHB, the insurance cover has to include damages abroad. The supplier shall inform us of any exclusions concerning the insurance cover for Canada and the US. The extent of the insurance has to include the so-called product liability cover as specified in the product liability cover model 03/2000 or 08/2002 of the German Insurance Association and include bodily injury and physical damage due to granted properties of the delivery, sec.4.1 Product liability insurance (PLI), compound, amalgamation and manufacture of the delivered products, sec. 4.2 PLI, subsequent treatment and processing as in sec. 4.3 PLI, assembly- and disassembly costs as in sec. 4.4 PLI, mechanical production of rejects as in sec. 4.5 PLI as well as a the costs of sorting and

checking operations as in sec. 4.6 PLI. The insurance for damages as in sec. 4.1 – 4.6 has to cover a minimum of 2 Mio €. Accordingly, the supplier shall hand over the certificates of insurance on demand.

XI. Industrial property rights, exemption.

It is the supplier's liability to guarantee that the delivery item and its packaging comply with the regulations for their operations and usage, regardless whether these regulations are based on European legislations, the law, applicable administrative regulations or commercial practice. It exempts us from any official and private law demands resulting from the breach of such regulations. The supplier vouches that in connection with his delivery no third party industrial property rights will be violated. The supplier is liable for any violation of industrial property rights (at least one of these is published as part of the property rights family in either the supplier's home country, the European patent office, or in one of the following countries: Germany, France, UK, Austria or the US) occurring during the contractually agreed usage of the delivery items.

2. In the event that we are called upon with regards to industrial property rights, it is the supplier's responsibility to immediately indemnify us from any claims on demand. Where third party industrial property rights are called upon due to licensing agreements closed by the supplier, it is the supplier's responsibility to make sure that the usage of the delivery item is permitted in all countries where relevant property rights exist. We are entitled to free co-usage of all trademark rights concerning the delivered items. The supplier's exemption duty applies to all charges occurring from or in conjunction with a third party claim. Upon demand, the supplier shall reveal all trademark rights and applications for industrial property protection used by him in connection with the item delivered or deliverable.

XII. Force majeure

War, civil war, export- and trade restrictions due to changes within the political situation as well as strike, lock out, disruptions, restrictions and similar events which make the execution of the contract impossible will be classed as force majeure and release us, for the duration of their existence, from the duty of the timely acceptance of goods. Having been informed by us, the contractual partners are liable to adjust their responsibilities to the changed contractual relationship in good faith. As long as the force majeure is of not insubstantial duration, i.e. it lasted non-stop for more than two weeks, we are entitled to resign from the contract, as long as it results in a substantial reduction of our demand. This is in particular the case where the demand is reduced by more than 30%.

XIII. Provision of tools, materials, reservation of proprietary rights

1. It is agreed that, where the order includes the transfer of tool- or sample costs, the tools and samples are our property. Samples, matrixes, templates, prototypes, tools and other workshop facilities as well as confidential information provided / paid for by us and made available to the supplier may only be used for deliveries to third parties where our explicit written approval has been granted. Production tools which have been left with the supplier or produced according to our specifications may not be duplicated, sold, assigned by way of collateral, pawned or passed on or used for third parties in any other way without our written consent. The same applies to delivery items produced using these production tools. The supplier is compelled to use such tools only for the production of items ordered by us. Furthermore, he has to comply with our specific terms and conditions regarding production, servicing and maintenance, usage and storage.

2. The supplier shall insure any items, which are our property at replacement value against any damages caused by fire, water, storm, burglary and vandalism. The supplier agrees to transfer the rights to the insurance benefits to us and we herewith accept the assignment. It is his responsibility to carry out any necessary inspections and service works as well as all maintenance works and repairs in time and at his own expense.

3. Any items provided by us remain our property. Contractually agreed manipulations or alterations carried out by our supplier are carried out on our behalf. We retain the right of ownership on the goods subject to retention of title. Are these goods processed, fused or mixed with other goods, which are not our property by the supplier, then we gain co-ownership of the newly manufactured goods in proportion to the value of our goods as part of the whole. Where the processing, fusion or mixing is carried out in a way that the supplier's item can be seen as an item in its own right, it is agreed that he will confer proportional co-ownership to us. This agreement shall remain valid even after we refused acceptance due to delayed or faulty delivery or where we refrain from placing further orders. In such cases, the provided materials shall be made available to us free of charge. Offset is hereby excluded.

4. Where the owed to us security interest according to sec. 3 exceeds the cost price of all, not yet paid for reserved goods by more than 20%, we will, on the supplier's demand release a proportionate percentage of the security interest.

5. Any extension of the retention of title beyond the supplier's ordinary retention of title on the supplier's goods stored and untreated by us, particularly after processing, fusion or mixing with other goods as well as after the supplier's goods have been sold on is not accepted.

XIV. Business secrets

The supplier shall keep all our orders and corresponding commercial and technical details strictly confidential. The supplier shall maintain confidentiality of all data and information even after the termination of the contract. Duplication is only allowed within the bounds of business requirements and copyright regulations. Disclosure of material to third parties shall only be carried out with our explicit written consent. It is the supplier's responsibility to obligate his sub-suppliers to adhere to the same regulations. The contractual partners may only advertise their business connection once a written consent has been granted.

XV. Jurisdiction, Place of performance, Miscellaneous

1. Place of Jurisdiction is our business location in Aldingen. We may also take the supplier to court at the court responsible for his registered office. Our business location is place of performance unless otherwise specified.

2. For all legal questions between the supplier, and ourselves even if his company is located abroad, only German jurisdiction is legally binding, excluding the law of conflict and the UN convention of contracts for the international Sale of Goods (CISG).

3. Should individual aspects of this contract be made invalid, the remainder of the document is not affected. Invalid regulations are to be reinterpreted in a way that the intended economical goal may be achieved.

This German translation is merely a guideline. In the event of any conflict between the German language version and the English language version, only the German language version shall be legally valid.