

GENERAL PURCHASE CONDITIONS JÄGER GUMMI UND KUNSTSTOFF GMBH
Version 08/2008

I. Subject terms and conclusion of contract

1. These Purchase Conditions shall apply to all our present and future orders for merchandise and services and to the performance of same. Seller's conditions diverging from these Conditions will not be acknowledged unless otherwise stipulated within these Conditions or otherwise agreed in the contract with the Seller. Should we accept the merchandise not expressly objecting these Conditions, the Seller may in no case assume our consent with his conditions.
2. In case there are special conditions agreed for a particular order, which are diverging from these Conditions, then these Conditions shall apply subordinated and supplementary.
3. Any offer made by us will be free of charge and not binding to us.

II. Prices

The agreed prices are to be understood free reception point stated by us and including freight, packing and side costs. In case of "unfree" delivery, we shall bear the lowest possible freight rates only, unless a special kind of delivery has been requested by us.

III. Payment

1. Unless otherwise agreed, the following terms of payment shall apply:
We pay all invoices which we receive between the 1st and 15th of a month by the 30th of the respective month and all invoices received between the 16th and 30th of a month by the 15th of the following month by deducting 3 p.c. discount. Should the payment conditions of the Seller be more favourable for us, then these shall apply.
2. Payment and discount periods shall begin with the receipt of the invoice, but not before the receipt of the merchandise. In case of services, such periods shall begin only after the transaction has been approved by us. If the delivery includes documentation or similar material, such periods shall begin only after receipt of the same as agreed upon in the contract.
3. Payment shall be made by cheque or by bank remittance. Payment is considered to have been made in time, if the cheque has been mailed on due date and/or the bank has been instructed to make the remittance on due date.
4. We shall be entitled to all statutory rights as to the set-off and retention of our claims against the Seller's.
5. Maturity interest may not be requested. The interest rate will be 5% points above the Basic Interest Rate. We are, in any case, entitled to establish a lower rate than claimed by the Seller.

IV. Delivery times

1. All contractual terms and dates of delivery shall be binding. The Seller shall immediately inform us in case of imminent delays.
2. If and in so far as the Seller defaults in delivery, we shall be entitled to our statutory rights. In particular, we shall have the right to claim damages for non-performance if and so far as the Seller fails to effect delivery after a reasonable grace period set to him has elapsed. Our right to request delivery shall be excluded only if the Seller has compensated us for our damages.

V. Retention of title

1. The Seller's terms covering his retention of title shall be valid subject to the condition that the title in the merchandise shall pass to us on the date of payment for such goods. Consequently, the extended forms of the so-called current account retention and multiple reservation (Kontokorrent- und Konzernvorbehalt) shall not apply.
2. The Seller may claim return of the merchandise on the basis of the retention clause only if he has previously withdrawn from the contract.

VI. Performance of Deliveries and Passing of Risks

1. The Seller shall bear the risks of accidental loss and accidental deterioration of the merchandise until it has been handed over to us at its place of delivery. This provision shall also apply in cases of "free delivery" (franco domicile).
2. We will not accept partial deliveries unless we have given our prior express consent to them.
3. Excess or short deliveries will be accepted only in accordance with current trade practice.
4. Unless otherwise agreed in writing, the Seller shall bear the costs of packing. Should we, in a given case, agree to bear such costs, the Seller will charge us with the lowest possible costs only. Any obligations to take back packing material shall be governed by the German Packaging Decree (Verpackungsverordnung) in its version as may from time to time be in force.

VII. Declarations of Origin

Where the Seller makes a declaration in regard to the origin of the merchandises, the following terms shall apply:

1. The Seller will allow verification through customs authorities and submit

all necessary information as well as any required certification.

2. The Seller shall compensate us for any damages and losses incurred to us, if and in so far as the competent authorities, due to any deficient certification or impossibility to verify, fail to acknowledge the declared origin, unless he proves that he is not responsible for such consequences.

VIII. Warranty Provisions, Statute of Limitations and Insurance

1. The Seller shall deliver the merchandise free of any material and legal defects. He will certify in particular that his deliveries and his services comply with the state of the art and with any contractual requirements and standards as well as with the safety instructions, the industrial safety regulations, the accident prevention regulations and with any other provisions.
2. We will examine the quality and quantity of the merchandise upon its receipt to the extent both reasonable and technically feasible for us, in any case concerning evident defects and damage in transit. Any notice of a defect will be deemed to be in time if it reaches the Seller within two weeks by letter, telefax, e-mail or by phone. Periods for such notices shall not start before we – or in case of direct sales (Streckengeschäfte) our buyers – have detected or should have detected the defect.
3. In the event that the merchandise shows a defect, we may exercise our statutory rights. Where the merchandise was already defective at the time the risk passed to us, we may claim from the Seller any expenditures in connection with such defect which we must pay to our customer.
4. Unless otherwise agreed, any claims arising from defects of the merchandise will be governed by the statutory limitation periods. Such periods will begin with the timely notification of the defect in accordance with the provisions of No.2 of this clause. The Seller's warranty for the merchandise will elapse at the latest ten years after its delivery. Such time limit will not apply in those cases where our claims rely on facts which the Seller knew or should have known and which he did not reveal to us.
5. The Seller hereby assigns to us – on account of performance – the benefit of any claims against his supplier arising from the delivery of deficient merchandise or of such merchandise not conforming with the guaranteed characteristics. He will supply us with any documents necessary to enforce such claims.
6. The Seller shall maintain adequate insurance coverage for its obligations under the contractual relationship including without limitation general commercial liability, product liability and recall durably and shall submit an appropriate insurance policy on application.

IX. Tools, models, drafts and other documentation

1. Tools, models, drafts and other documentation supplied by us or produced for us may only be used for the performance of our orders. It is not allowed to make them accessible – without our prior written consent – to third parties. They have to be stored properly until recalled, but at the latest two years after their last use and afterwards they have to be returned to us.
2. The manufacture as well as the processing of such tools, models, drafts and other documentation, which the Seller creates on our account, are made for us as manufacturer with the consequence that we gain ownership of them and thus the full power of disposition.

X. Place of Performance, Jurisdiction, Applicable Law

1. Unless otherwise agreed to, our local office shall be the place of performance for the delivery, if otherwise agreed, our headquarter is Hannover, Germany.
2. The place of jurisdiction is Hannover, Germany. We can claim against the Seller also at his place of jurisdiction.
3. All legal relationships between ourselves and the Seller shall be governed by the laws of the Federal Republic of Germany supplementing these Purchase Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11. April 1980 (CISG).

XI. Applicable Version

In cases of doubt, the German version of these General Conditions of Purchase shall apply.