Wieland-Werke AG, 89070 Ulm, Germany - March 2011

General Terms and Conditions of Purchase

All orders and purchases shall be made solely on the basis of these terms and conditions of purchase. Other conditions do not become terms of the contract unless we confirm these conditions in writing. If we accept the goods without express objection, then in no case it can be deduced that we accepted deviant conditions from the contracting party.

For organisational reasons we must ask that only the prepared order confirmation form is used.

1. Terms and conditions of contract

a. Only the text of our order and these general terms and conditions of purchase as a supplement shall apply as contractual terms and conditions. The version of the public national or international standard stated in the order text in force at that time shall be applied.

b. Verbal agreements with our purchasing officer shall only become binding once we have confirmed them in writing.

2. Orders

a. If the orders placed by us are not accepted in writing or by fax with a binding confirmation of delivery date by the Supplier within a week of him having received them, we shall consequently be entitled to revoke the order.

b. We can demand amendments to the objects to be delivered even after the contract has been signed, provided that this is reasonable for the Supplier. When the contract is amended, the effects for both parties, in particular with regard to an increase or reduction in costs as well as delivery dates are to be taken into account as appropriate.

3. Delivery date and deadlines

a. Delivery periods and dates agreed are binding. Compliance with this requirement shall be determined by the delivery of the goods at the agreed point of delivery.

b. Early delivery and partial delivery shall require our consent.

c. The Supplier shall be obliged to notify us in writing without delay stating the reasons and the probable duration of the delay if circumstances arise from which it transpires that the agreed delivery date cannot be met.

4. Packaging, transport and insurance

a. The goods are to be protected against damage with suitable packaging accepted by us and by taking proper measures in transport.

b. We shall insure the goods in transit ourselves. The costs for forwarder's risk insurance will not be paid for by us; we are exempted from the mandatory freight forwarders' insurance (SLVS-Verzichtskunde).

c. Risk shall pass over at the point of reception stated by us.

d. All goods from non-EU countries must be cleared through the customs before being delivered to us.

5. Forwarding instructions

a. Regulations to be observed

When supplying goods and services, the Supplier shall observe all relevant legal regulations, in particular those concerning hazardous materials and dangerous goods, the protection of the environment and the prevention of accidents. In addition the Supplier shall ensure the security of the supply chain according to the relevant customs regulations, observe the generally accepted safety rules and meet the requirements of the Orderer.

b. In general hazardous goods are to be dispatched carriage free in accordance with GGVS and GGVE (ADR, RID).

c. INCOTERMS ® 2010 shall apply for all trading clauses.

d.. Only the term of delivery "DDP" shall apply for purchases of metals, and the destination, method of transportation, the means of transportation per consignment shall be stated by our metal purchasing department.

6. Quality and warranty

a. The Supplier shall have to comply with the recognised guiding principles of technology, with legal, safety and environmental regulations and the agreed technical specifications. The respective current version of the standards shall apply. The Supplier must verify compliance with specified product properties by carrying out a thorough final inspection. Modifications to the object to be delivered shall require our prior written consent.

b. Acceptance shall be subject to an inspection for freedom from defects, in particular that the goods supplied are correct, complete and fit for the purpose for which they are intended. We shall be entitled to inspect the goods in so far as and as soon as is expedient in accordance with proper commercial practice; we shall notify defects we discover straight away upon discovering them. Given this, the Supplier shall waive the objection that a notified defect is late. § 377 German Commercial Code is not applicable.

c. The time limit within which warranty claims must be asserted shall begin when the goods are delivered or when we take acceptance of the service and shall amount to two years for claims based on, or in connection with, the delivery of goods, and five years if these are used for a structure in accordance with the use for which they are normally used. Moreover the statutory periods shall apply. The warranty period for spare parts which are identified or specified as such in individual contracts shall amount to two years from the date on which they are installed, however at the earliest ends with the expiry of the warranty period of the subject of the order.

d. At our choice we can either demand the rectification of the defect or the supply of a perfect replacement. In the event of subsequent fulfilment the statutory period of limitation shall begin again for replaced and repaired parts. The expenditure necessary for the purposes of subsequent fulfilment shall also include the expenses incurred by our buyers.

e. Should the Supplier not begin to rectify the defect straight away following our request that he rectify the defect, we shall consequently be entitled in urgent cases, in particular to avert acute danger or to avoid major damage, to rectify the defect ourselves at the expense of the Supplier or to have it carried out by third parties.

7. <u>Product liability</u>

a. In so far as the Supplier is responsible for product damage, he shall be obliged to exempt us at our first call from third party claims for compensation for damages.

b. As part of this, the Supplier shall also be obliged to reimburse us for all expenditure arising for us from, or in connection with, a recall campaign.

c. The Supplier shall insure himself for an appropriate sum against all product liability risks, including the risk of recall and upon request forward us a copy of the insurance policy.

d. The Supplier shall have to implement a quality control system in keeping with state-of-the-art developments in terms of type and scope and submit proof of this to us upon request.

8. Proprietary rights

a. The Supplier guarantees that third party rights, in particular industrial property rights, will not be breached as a result of the delivery or use of the delivered object.

a. The Supplier shall exempt the Orderer and his buyers from all claims based on such proprietary rights.

9. Payment

a. Unless an agreement is made to the contrary, payments shall be made by us within 14 days at 3% prompt payment discount or within 45 days net, counted in each case from the receipt of an invoice complying with the respective legal regulations, but not however before the goods have been received or services have been rendered and not prior to acceptance and, provided that documentation, test certification (e.g. inspection certificates) or similar documents are part of the performance schedule, not before they have been handed over to us in compliance with the contract. We shall only find ourselves in default with payment if the Supplier has previously sent us an express written payment reminder after monies owed by us have become due for payment.

b. In the event that a consignment is defective, we shall be entitled to withhold payment reasonably - while maintaining our right to a prompt payment discount – until proper fulfilment.

c. The Seller shall only be allowed to assign his claims upon us to third parties with our written consent.

10. Force majeure

a. Force majeure, labour disputes, civil unrest, official measures and other unavoidable events shall exempt the parties to the contract from their fulfilment obligations for the duration of the disturbance and for the scope of its effect. The parties to the contract shall be obliged to pass over to each other without delay the necessary information within the scope of what is reasonable and to adjust their obligations in good faith to take into account the changes in circumstances.

b. The Supplier may not rely upon force majeure for the purchase of metals.

11. The cost of tools, production materials and statements

a. The tools and fittings required for the ordered goods and their maintenance and replacement shall, as a matter of principle, be for the account of the Supplier. We shall be entitled to acquire such tools, dies or models (if necessary taking into account wear and tear and repayment) upon payment at cost price and to have them at our disposal.

b. Models, moulds, stencils, specimens, tools and other production materials as well as templates and other information paid for by us or patterns placed at the disposal of the Supplier by us shall remain or become our property and may only be used for goods and services for third parties with our prior written consent. The Supplier shall have to keep the production materials owned by us carefully in safe keeping and free of charge and they are to be handed over to us upon request at any time straight away and without a right of retention.

12. Ownership and goods provided by the customer

a. We accept regulations in the Supplier's terms and conditions of delivery concerning his retention of title. We shall agree from the outset to assignments made as a result of extended retention of title subject to the proviso that we shall reserve all rights against the assignee to which we would be entitled without making an assignment to the Supplier.

b. The goods provided by us to the Supplier shall remain our property. They may only be used in accordance with intended use. The Supplier shall have to conduct a corresponding check at his Goods Inward department to verify that the goods furnished by us are in order and to inform us of the result of the inspection. If the goods are processed by the Supplier we shall be regarded as the manufacturer, without having any obligations as a result. We shall acquire the title to the newly created goods. If the goods are processed together with other materials, we shall acquire co-ownership in proportion to the invoiced value of our goods to that of the other materials. In the event that our goods are mixed or joined with goods belonging to the Supplier, and the goods belonging to the Supplier are to be regarded as the main goods, our co-ownership to the goods in proportion to the invoiced value of our goods to the invoice or – in the lack of such – to the market value of the main goods shall pass over to us. In these cases the Supplier shall be regarded as the custodian.

13. Commission orders

In addition the following shall apply for commission orders placed by us:

a. The Supplier shall have to examine the commission order goods straight away upon receipt for any transit damage which may have occurred, manifest

quality defects, incorrect deliveries and incorrect quantities and to notify us immediately of any complaints.

b. The Supplier may only work with and process commission order goods in perfect condition. In doing so he must adopt a proper approach in such a way so that the intended purpose of the commission order goods is neither impaired nor jeopardised as a result of commission order goods being worked with or processed. The Supplier's liability is regulated by statute.

14. Place of fulfilment and place of jurisdiction

a. The place of fulfilment for all liabilities created by this contract shall be the point of delivery designated by us.

b. If the Supplier is a registered trader, the place of jurisdiction shall be Ulm (Danube), Germany

15. Statutory provisions, law to be applied

Provided that no provisions are made to the contrary in the above, only the statutory provisions of the law of the Federal Republic of Germany shall apply for this contract and its execution. The United Nations Convention on Contracts for the International Sale of Goods dated 11.04.1980 shall not be applied.

These general terms and conditions of purchase are drawn up in German and in English. The German version shall prevail.