

Terms and Conditions of Purchase

of the KOMSA Group

§1 Content

- (1) The following conditions apply exclusively to all orders of the KOMSA Group (hereinafter called "Group"). They also apply if the contractor refers to different conditions rendered on standard forms or to other conditions in its offer, when the order is confirmed by the Group, during delivery or when invoicing. KOMSA Kommunikation Sachsen AG, Noritel Mobile Kommunikation GmbH, KOMSA Data & Solutions GmbH, aetka Communication Center AG, w-support.com GmbH, SAXONUM GmbH, KOMSA Systems GmbH and KOMSA POS lifestyle GmbH are referred to as Group. The supplier accepts these Terms and Conditions of Purchase when entering into business relations. Company is the company of the KOMSA Group acting at a time and concluding the contract.
- (2) The Terms and Conditions of Purchase are a constituent part of the respective contract.
- (3) Even if known, differing, contrary or supplementary General Terms and Conditions of the supplier will not become a part of the contract and will not be accepted, not even in parts, unless the validity of these General Terms and Conditions is expressly agreed to in writing.
- (4) These Terms and Conditions of Purchase also apply to all future businesses of the same kind with the supplier.
- (5) Side agreements shall principally be made in writing. Should a written agreement be subsequently amended an express reference to this has to be made in the written confirmation.

§2 Conclusion of Contract

- (1) Only orders placed in writing or via e-mail are binding for the Group. Orders placed orally or via telephone only become effective with receipt of the letter of acknowledgement of the Group.
- (2) Should the offer be made by the Group, the supplier is obliged to accept the Group's order in writing within ten days after receipt. Otherwise, the offer is not kept open any more.
- (3) The Group may demand changes to the delivery item even after conclusion of the contract insofar as this is not unreasonable towards the supplier. In case of such an alteration of the contract the consequences for both parties are to be appropriately taken into account, in particular with regards to additional or reduced costs as well as with regards to delivery dates.

§3 Prices

- (1) The prices include free delivery to the place of use (frei Verwendungsstelle), including packaging, but exclusive of VAT which is paid in addition and in the amount respectively prescribed by law. Upon request of the Group the contractor shall, at its charge, collect the packaging material at the place of reception and dispose of it.
- (2) In case of a change in prices, the SUPPLIER will inform the Group 6 weeks before the introduction of new prices for the Contractual Products. In case of price reductions, the new prices are valid for the Group immediately from the point of time of the notice onwards, including for outstanding orders. In case of price increases, the former prices are valid for the Group, including for new orders placed, until the point of time of the official introduction of the new prices.
- (3) The rights of setoff and retention may be made use of within the limits prescribed by law.

§4 Packaging, Products, Quality

- (1) The labelling, packaging and shipment of the goods shall always be done pursuant to the packaging and shipment instructions of the Group. Should no particular instructions have been given, the labelling, packaging and shipment shall be done in a manner specific to shipment with the diligence of a prudent businessman (mit der Sorgfalt eines ordentlichen Kaufmannes). The goods shall be packed in such a way that transport damages are avoided. Packaging material shall only be used to the extent necessary to achieve the purpose. Only environment-friendly packaging shall be used. The supplier's obligation to take back the packaging is determined by the provisions prescribed by law. The supplier is obliged to make its deliveries by taking environmental compatible aspects into account.
- (2) The transport and product packaging shall be licensed according to the provisions prescribed by law.
- (3) The products of the supplier shall comply with all provisions prescribed by the respective relevant laws, directives and regulations (e.g. German Regulation on Packaging VerpackV, German Batteries Act BattG, European REACH Regulation, German Electronic Appliances and Equipment Act ElektroG, German Copyright Act UrhG).

- (4) The items ordered shall be delivered true to specimen, i.e. they shall correspond to the description of the goods, to the sample shown and approved in terms of same material composition as well as technical equipment, form, processing and layout and they shall show the property guarantees. Property guarantees are all technical features and properties of an approved sample.
- (5) The supplier is obliged to conduct a final check. Deviations from the approved sample shall be approved in writing before a delivery.
- (6) The supplier is responsible for explanations or statements publicly made in advertisements or on the label, including their completeness. The supplier affirms that its deliveries are free from rights of third parties and indemnifies the Group against these claims.

§5 Dates of Delivery

- (1) Dates of delivery are binding as they are adapted to the intended use by the Group. Goods that are delivered with a delay can be accepted by express written declaration. The claiming of damages caused by delays shall remain reserved.
- (2) Should the supplier's delivery be delayed, the Group is entitled to repudiate the contract and/or to claim damages instead of performance. The Group is also entitled to make covering purchases at the supplier's charge.
- (3) Both the consequences of delays and additional costs caused by delivery at unusual hours shall be placed to the debit of the contractor.
- (4) Delays in delivery that the contractor can foresee shall be communicated to the Group without undue delay. The rights of the Group as laid down in the preceding sections shall remain unaffected.
- (5) Should the Group default in taking delivery or be in debtor's delay the supplier's claim for reimbursement of expenses is limited to 0.2% of the delivery value per completed calendar week, if the default or delay was not caused by intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit), or, in case of physical injury, if the default or delay was not caused at least by ordinary negligence.

§6 Delay

Should the contractor be in delay, the Group is entitled to all legal rights without limitation. In the event of the contractor being in delay, the Group is entitled to claim a contractual penalty in the amount of 0.5% of the value of the delivery/performance that is delayed per day, limited to a maximum of 10% of the entire contract value. The contractual penalty shall be counted against the damages caused by the delay. The Group reserves the claiming of the contractual penalty until the final payment.

§7 Delivery Notes/Transport Documents

- (1) The Contractor shall send the complete delivery notes and invoices to the acting Company in advance.
- (2) The original delivery documents shall be enclosed with the goods. The consignment or items shall be labelled with the code number of the acting Company and/or Group according to the Group's notification. The contractor shall compensate the Group for damages that the Group suffers due to false labelling of delivered goods.
- (3) Should payments be delayed due to false product designations, the Group is not in delay. Furthermore, the Group's right to early payment discount shall not be affected.

§8 Shipment

Unless the Group issues any different shipment instructions with the order, delivery is made DDP pursuant to the respective Incoterms 2010 used by the Group.

§9 Period for Notification of Deficiencies, Transfer of Risk

- (1) The Group examines the delivery/performance with regards to deviations in quality and quantity on a random basis and within an adequate period of time. The notification of deficiencies is deemed to have been given in due time if it is issued within 2 weeks. In case of obvious deviations in quality and quantity this period starts with the handover of the delivery to the place of reception. In case of hidden deviations in quality and quantity this period starts with the discovery of these deviations.
- (2) Except where otherwise specified, the risk is transferred to the Group at the point of time of the handover in exchange for the confirmation of receipt or with acceptance.
- (3) Should a contractual performance or parts of a contractual performance be rejected due to non-conformity with the contract after the handover in exchange for the confirmation of receipt or on occasion of the date of acceptance, the contractor is obliged to collect the contractual performance/partial performance at its

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charge without undue delay. After an adequate period of time for collection, the Group is entitled to send the contractual performance/partial performance back to the contractor at the contractor's charge. In addition, the Group is entitled to invoice the contractor for the storage costs in an amount customary in the market.

§10 Warranty (Gewährleistung)

- (1) The Group is entitled to the legal warranty claims without limitation.
- (2) The warranty period amounts to 2 years starting from the transfer of risk to the acting Company. A reduction of the warranty period is herewith excluded insofar as no equivalent compensation is granted.
- (3) Should an acceptance not be applicable, the warranty period starts with the usage. Except for the cases regulated below, the warranty period ends 36 months after the delivery (receipt) to the acting Company at the latest.
- (4) Should the delivery item be resold the warranty claims are time-barred, in derogation from the provision above, at the earliest two months after the point of time at which the Group has satisfied the claims of the customer of the Group which result from deficiencies of the delivery item. This suspension of expiry ends 36 months after delivery of the delivery item to the acting Company at the latest.
- (5) Should the contractor not remedy the deficiencies within an adequate period of time granted, the Group is entitled to the legal rights. In case the delivery item is resold the setting of a deadline is not required. In urgent cases or in case of delay the Group may procure substitution or remedy the deficiencies itself or have them remedied at the contractor's charge.
- (6) The warranty claims are time-barred 36 months after the notification of deficiencies unless a longer warranty period is foreseen by law. The time bar is suspended by the notification of deficiencies until the point of time at which the contractor ultimately refuses the claims of the Group via registered letter.
- (7) The aforementioned warranty provisions also apply to compensation deliveries and subsequent improvements (Nachbesserungen). As far as permitted by law, the periods of time stated in point no. 1 start anew for these performances after the rectification of the deficiencies.
- (8) Should claims be asserted against the Group due to deficiencies of the delivered goods, and should the contractor of the Group be obliged to grant a warranty out of the same reasons, then the contractor is obliged to indemnify the Group against all claims of third parties. The rights of the Group pursuant to the sections below shall remain unaffected by this.
- (9) The following are in particular considered as faults, too: missing item supplements, missing item labelling, the non-compliance with obligations pursuant to §28.

§11 Changes in the Quantity Required, Return of Goods

- (1) Should changes in the quantity required occur, the Group is entitled to send remaining devices, materials, etc. back to the contractor at the contractor's charge and risk to transfer the ownership of these devices, materials, etc. to the contractor. In case of a return, the Group shall receive a credit note in the amount of the purchase price ex works or ex warehouse.
- (2) KOMSA is entitled to return to the supplier goods that are difficult to sell or contractual products that present an excess stock compared to the sales of the products as well as obsolete contractual products. The same accounts for customer returns based on legal regulations or agreements. KOMSA receives a credit note for this. The supplier is obliged to take the contractual products back at KOMSA's purchase price, regardless of their shape and condition.
- (3) Upon request, the supplier provides the RMA number to KOMSA.
- (4) In case of software products, the supplier is obliged to provide KOMSA with the software releases most recent at a time for KOMSA's stock of contractual products free of charge, regardless of the possibility of return.
- (5) KOMSA can cost-neutrally swap Contractual Products that have not been sold by KOMSA within a period of more than 3 months against other Contractual Products within 14 days after expiration of the aforementioned 3 months. KOMSA undertakes to request the desired swap from the SUPPLIER in writing and within this time frame.

§12 Price Protection / Stock Rotation

- (1) With regards to the products foreseen to be resold, and that the contractor had delivered to the Group but that have not yet been resold, the Group is entitled to claim a full mark-down coverage (Lagerwertausgleich) in case of price reductions of the supplier.

- (2) After announcement by the Group, the supplier shall take back products that have been stored with the Group for more than three months.

§13 Proprietary Rights of Third Parties

The contractor shall be liable for claims that arise from the violation of proprietary rights or the application for proprietary rights of third parties while the delivery items are used pursuant to the contract. The contractor indemnifies the Group and the customers of the Group against all claims arising from the usage of such proprietary rights. In such cases, the contractor bears all costs and expenses, including the costs of a possible litigation. Upon request, the contractor will permit the Group to use published and unpublished, own and licensed proprietary rights and applications for proprietary rights to the delivery items.

§14 Trademarks

- (1) Trademarks (hereinafter called the "Trademarks") refers to all trademarks and trade names put on the contractual products or their packaging by the supplier.
- (2) The Group may use the Trademarks for selling and/or the sales promotion of the contractual products.
- (3) The Group is not granted a license for the Trademarks, but is entitled to apply the Trademarks onto the contractual products or the packaging or to use the Trademarks in connection with its own trademarks or trade names.
- (4) The supplier provides images of high quality in the form of picture CDs and brochures in order that the Group can support its dealers effectively. Consent is given for passing on the provided information media. The named marketing means are, among others, used for representation purposes on the websites of the Group's Companies, in catalogues, monthly flyers, online shops and printed advertising material of the dealers and partner companies.

§15 Liability

- (1) The supplier shall, in particular, be responsible for damages and consequential damages pursuant to the provisions of the German Equipment and Product Safety Act (GPSG), pursuant to further laws and regulations regulating the safety of products and pursuant to the producer and product liability. Upon request, the supplier is obliged to prove compliance with the norms (certificate or certification mark of an inspection authority) and shall take back the goods independent of warranty periods in case of prohibition orders pursuant to the German Equipment and Product Safety Act (GPSG).
- (2) The supplier shall indemnify the Group against all third party claims arising from product liability and shall compensate the Group for all damages that relate therewith.
- (3) Should the delivered goods have deficiencies (in particular if they do not conform to the sample, the quality requirements, the packaging and shipment instructions, the regulations for the labelling of materials and the requirements stated in §27) the supplier shall reimburse the costs incurred by checking the goods, finding the deficiencies, sorting, modifications or the like to the Group. Further claims for damages shall remain unaffected.

§16 Compulsory Insurance

- (1) The contractor undertakes to maintain corresponding insurance for all liabilities possibly arising from this contract. In particular, coverage by an "extended product liability insurance" (Erweiterte Produkthaftpflichtversicherung) is necessary.
- (2) With regards to damages to persons, property damages and financial loss, the insurance coverage shall at least amount to EUR 10,000,000.

§17 Performance of Contract

The Group is entitled to reject goods as not fit for performance the contract, if the Group itself has already bought them from a third party and has resold them to a third party. Should the supplier not prove that the rejected goods are unobjectionable via adequate documentation within 3 days after the rejection the Group may partially or totally repudiate the contract without any claims for compensation or damages arising for the supplier.

§18 Payment

Unless otherwise agreed, the Group pays as follows after receipt of the delivery and the invoice: 14 days with 3% early payment discount or 30 days net. The Group is entitled to make payments via the cheque/bill of exchange procedure. In such cases the Group does not lose any early payment discount.

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§19 Termination

In case the Group terminates the contract the contractor receives at the maximum that part of the remuneration which corresponds to the performance it made so far.

§20 Repudiation, Implementation of the Contract

- (1) Should an important cause be existent the Group is entitled to repudiate the contract totally or partially or to demand implementation at a later point of time without any additional claims arising for the contractor. Important causes in particular are: strikes, lock-out or other interruptions of operations; furthermore the application to open or the opening of insolvency proceedings against the assets of the contractor.
- (2) The legal provisions on repudiation shall remain unaffected by this.

§21 Rights to Protection From Risks; Transfer of Ownership

- (1) The contractor may not assign nor put in pawn receivables from the Group if they have not been legally determined or recognised.
- (2) With the payment, the goods become the property of the acting Company unless the Group pays via the cheque/bill of exchange procedure. In such cases, the goods remain the property of the contractor until the Group has paid the bill of exchange.
- (3) With regards to returned goods the following applies, too: The acting Company reserves ownership of the returned contractual products that are in the possession of the contractor again until the contractor issues a full credit note.

§22 Place of Performance and Place of Jurisdiction

- (1) The place of performance for the delivery shall be the respective delivery address. The place of performance with regards to the payment shall be Hartmannsdorf.
- (2) Chemnitz is the place of jurisdiction regarding all disputes, also regarding bill of exchange and cheque processes. However, the Group may also file a suit at the place of business of the contractor.

§23 Data Protection, Confidentiality

- (1) The Group processes the personal data of the supplier within the framework of the purpose of the contractual relationship according to the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz).
- (2) The contractual partner undertakes to keep all information, data, business and company secrets (internal company information) that become known to it during the business relationship and possible activity for or with the Group secret and to protect them against the access of third parties.
- (3) The contractual partner undertakes to comply with the provisions of the German Federal Data Protection Act (BDSG) and the German Unfair Competition Act (UWG) with regards to the information that it has been provided with or that have become known to it during the business activity for or with the Group. Should further legal provisions take effect that relate to the protection of personal data, company contents and internal company information, then these provisions shall automatically be a part of this agreement, too.
- (4) The contractual partner undertakes to inform the personnel entrusted with the processing of data and involved in the business activity for or with the Group about all relevant legal aspects of data protection and to have that personnel undertake compliance with data secrecy in writing.
- (5) In case of possible, justified objections of responsible regulatory authorities for data protection and of the data protection officer of the Group remedial action shall be taken without undue delay.
- (6) For every case of violation of the aforementioned provisions the Group reserves the right to claim a contractual penalty in the amount of EUR 25,000. Should claims of third parties arise from such a violation by the contractual partner or from a violation of data protection provisions, the contractual partner keeps the Group indemnified against all claims.

§24 Invoicing, Payment

- (1) Original invoices may not be enclosed in the shipments. An invoice shall contain only those items of one purchase department of the Group. The invoices have to contain:
 - (1) Name and address of the performing entrepreneur and of the recipient of the performance
 - (2) Tax number or VAT ID No. of the performing entrepreneur
 - (3) Date of issuance of the invoice

- (4) Consecutive, unique invoice number
- (5) Amount and kind of the delivered items or scope and kind of any other service
- (6) Point of time of the delivery or of the other service
- (7) Net remuneration for the delivery or other service
- (8) Each reduction of this remuneration agreed upon in advance
- (9) Indication of the possible reduction of the remuneration
- (10) Tax rate and tax amount or indication of tax exemption.

- (2) Payments are principally made according to the conditions stipulated in the order and only after receipt of the goods. The term of payment is complied with with the sending of the means of payment or with the issuance of a payment order to the bank. Terms for payment and for early payment discount only start when both the goods are in the agreed place of storage and the invoice has been received by the acting Company.
- (3) Invoices are paid without prejudice to the subsequent assertion of rights. In particular, neither an obligation to pay nor the ordering of the goods nor the goods' completeness nor the goods' freedom from deficiencies is acknowledged by a payment.

§25 Returns Provisions

- (1) All deliveries of goods as well as the handling of associated legal claims derived from liability for material defects (hereinafter: warranty) and of guarantee claims solely take place on the basis of the following provisions. Insofar as "guarantee" is used hereafter, this principally concerns claims of end customers which they acquire towards the supplier or manufacturer by purchasing the goods.
- (2) Guarantee
 1. The supplier issues a guarantee within the meaning of Sect. 443 German Civil Code (BGB) towards the Group's end customers or the end customers of the Group's contractual partners for all goods delivered by it and for a period of 24 months. The guarantee shall at least comply with the German legal regulations on default in performance governing the sale of consumer goods within the relationship between dealers and end customers.
 2. This consumer guarantee only starts with the day on which the end customer receives the goods and the risk is transferred to him/her. The legal provisions on suspension or interruption of the period of limitation apply to the guarantee period accordingly.
 3. In case of a customer's recourse to guarantee the serial number is registered with the service order and a repair order number is generated. The supplier ensures that the aforementioned numbers are used as identification means by which an unambiguous allocation is possible throughout the entire period of repair. The supplier renounces to require the Group to advise the repair numbers.
 4. If the average default rate regarding one article and referring to a time period of a maximum of 6 months after delivery is above 10%, the Group is entitled to return yet unsold devices of the same type to the supplier at the respective purchase price via debit.
- (3) Repair Procedure
 1. Within the limits of its capacities, the Group conducts a "device check" and diagnoses, with binding force, a defect of the device regardless of the cause of the defect. Up to what extent warranty or guarantee claims are effectively existent will only be determined by the supplier's service workshop. If a product is repaired within the scope of warranty or guarantee, a period of 5 calendar days is agreed on as the standard duration of these repair cases. A period of 10 calendar days is defined as reasonable repair time. This period starts with the receipt of the defective article by the supplier's service workshop and ends with the receipt of the repaired article by the end customer. After 14 calendar days, the repair is considered as failed and KOMSA can debit the supplier with the commodity value in the amount of the original purchase price.
 2. Delays due to force majeure are excluded from this regulation.
 3. The supplier undertakes towards the Group not to demand a flat-rate charge for checks. This also accounts for so-called "no fault found repairs". This does not apply for deliveries of goods to the supplier's service workshop that have not been marketed by the supplier. A cost estimate is provided free of charge.
 4. The kind of supplementary performance is chosen by the group respectively their customers. The Group determines with binding force whether the kind of subsequent fulfilment within the scope of warranty or guarantee claims chosen by the customer involves

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disproportionate costs within the meaning of Sect. 439 para. 3 German Civil Code (BGB). If the customer's claim to subsequent fulfilment is met by a repair, then the number of attempted repairs is limited to two attempts. After that, the subsequent fulfilment is considered as failed and the customer can choose between exchange, diminution and rescission. If the customer chooses exchange or rescission, the Group is credited the commodity value in the amount of the original purchase price. If the customer chooses diminution, the supplier shall refund the amount deducted.

5. In case of the Group sending in defective devices to the supplier for the purpose of repair or exchange it is not necessary to use the original packaging. This does not exempt the Group from packing the devices in a transport-safe way.

6. Both contracting parties establish a contact person for escalation management. This contact person shall be designated two weeks after conclusion of the contract at the latest.

7. The supplier guarantees a spare parts availability of 48 hours to the workshop, or has a stock pool of replacement devices available. This availability shall be guaranteed for at least 36 months after the last delivery of goods to the Group. Should this not be possible for the supplier, it will provide replacement devices for the Group's customers at a special price.

(4) DOA Case (Dead on Arrival)

1. A DOA case is a case in which a defect occurs already when a device is first put into operation by the Group's customers or its contractual partners (new defect).

2. The defect has to be recognised within the first 14 calendar days after the sale to the end customer, and the Group has to inform the supplier immediately afterwards. The reference date is the date of the customer complaint (service order registration date).

3. In DOA cases, the supplier generally issues a credit note for the commodity in the amount of the purchase price. The acting Company shall receive the credit note. In case of failure to meet this deadline, the Group will debit the commodity.

(5) Returns After Termination of Contract

1. The supplier undertakes to duly execute all repair orders outstanding after termination of the contract.

2. After termination of the contract, the supplier is obliged to bear the costs arising out of repairs executed by third parties that should have actually been executed by the supplier pursuant to this contract.

(6) Liability

1. The supplier warrants the adequate and timely execution of repairs. As an independent entrepreneur, the supplier assumes full liability that all respective legal and governmental obligations and obligations regarding tariffs and the Employer's Liability Insurance Association (Berufsgenossenschaft) as well as the regulations of this contract are complied with when executing any orders.

2. The supplier assumes full liability for third companies employed by it. The liability comprises the actions and activities necessary to perform the contract.

3. The supplier is liable for damages that have been caused by a damaging of the goods within the supplier's sphere of responsibility. In particular, the supplier's respective service workshop is included in the sphere of responsibility. The burden of proof for the fact that there has been no fault lies with the supplier. The amount of damages payable depends on the repair costs and/or the diminution in value amounting up to the replacement value.

4. The supplier shall inform the contractual partner of apparent transport damages immediately, at the latest within two business days, and of hidden transport damages within six business days after they have come to its knowledge. The obligation to notify the carrier pursuant to Sect. 438 German Commercial Code (HGB) remains unaffected by this.

(7) Handling Fees

1. Pursuant to Sect. 439 para. 2 in association with Sect. 478 para. 2 German Civil Code (BGB) the supplier shall reimburse the expenditures incurred by the Group and its contractual partners in relation to the consumer. These rights remain unaffected by the following stipulation.

2. The supplier reimburses the Group a flat-rate fee amounting to EUR 17 for the handling of warranty and guarantee cases plus the handling costs claimed by contractual partners of the Group for each device handed in by a customer which was confirmed to be a warranty or guarantee case. In case the same device is handed in repeatedly, the flat-rate fee plus costs possibly claimed by the Group's contractual partner becomes due again. The billing of the flat-rate fee and of the expenditures of the contractual partners is made every month.

3. Each party bears the costs of sending service cases to the other contractual partner itself.

4. A desired advising (repair registrations) in external systems shall be jointly agreed upon with the Group and increases the aforementioned handling fee by the multiplier 2.

Insofar as the parties have agreed on an RMA procedure, the RMA number shall be given within 48 hours after notification

§26 End Customer Hotline

The supplier undertakes to install a functioning end customer hotline available during business hours.

§27 Legal Provisions

(1) The supplier shall comply with all relevant German laws and regulations (e.g. German Product Liability Act ProdHaftG, German Regulation on Packaging VerpackV, German Batteries Act BattG, German Electronic Appliances and Equipment Act ElektroG, etc.) as well as with all relevant EU Regulations and Directives. Furthermore, the supplier shall comply with the relevant danger regulations as well as with the relevant DIN, EN and ISO norms. This also applies to future deliveries and future relevant norms without an extra declaration being needed.

(2) It shall be ensured that the mentioned norms shall be considered in good time before they take effect in order to not impair a selling of the affected goods.

(3) Upon request, the supplier shall prove compliance with the legal requirements.

(4) Should the goods be intended for another country, this country's relevant provisions shall be complied with.

§28 Miscellaneous

(1) The assignment of claims against the Group is prohibited. For the assignment of money claims, however, Sect. 354 a of the German Commercial Code (HGB) applies.

(2) The Group is entitled, although not obliged, to offset claims against the supplier with claims of the supplier. Should the acting Company not be entitled to offsettable claims against the supplier in the amount of the claims of the supplier, then the Company is entitled to offset claims of other companies of the Group. Equally, these companies are entitled to offset claims of the supplier with claims of the Group.

(3) The acting Company is entitled to deliver goods of the supplier to affiliated companies and/or abroad. The liability of the supplier shall remain unaffected by this.

(4) For the contractual relationship German law shall apply exclusively, including the United Nations Convention on Contracts for the International Sale of Goods.

(5) Amendments or changes shall be made in writing.

(6) Partial Invalidity:

The invalidity of individual provisions shall not affect the validity of the remaining provisions of these Terms and Conditions of Purchase.

The Delivery and Packaging Guidelines (Anliefer- und Verpackungsrichtlinien) current at a time as well as the General Terms and Conditions (AGB) of the acting Company as amended from time to time apply.

Version as of October 2011