

General Terms and Conditions of Sale

Hoensbroek, 04.05.2012

§ 1 Scope of application

- (1) The following terms and conditions shall apply to all agreements between ALPLA and a customer regarding products and services (e.g. installation, design) provided by ALPLA to a customer. All customers must be professional parties, acting in the course of a business. These terms and conditions shall also apply to future agreements between ALPLA and customer.
- (2) Any terms and conditions of the customer are rejected by ALPLA and shall not apply.
- (3) Any amendment to these terms and conditions must be in writing. By placing an order, the customer accepts these terms and conditions of ALPLA.

§ 2 Quotation, acceptance, order confirmation

- (1) ALPLA's offers are subject to a time limit, the length of which shall be stated on the offer.
- (2) ALPLA accepts orders by confirmation of the order in writing. Should ALPLA's order confirmation deviate from the conditions of an order, the order shall be performed under ALPLA's conditions, unless the customer objects in writing immediately after receipt of the order confirmation.

§ 3 Price

- (1) All prices are quoted net ex works in the currency of the country in which the supplying factory of ALPLA is located. Unless otherwise agreed, the prices valid on the day of delivery shall apply.
- (2) If prices have been agreed and the costs on which these prices were based change, ALPLA is entitled to adjust the prices in accordance with the change in costs. If the customer objects to such price adjustment, it must notify ALPLA in writing within 5 business days after having been notified of the price adjustment.
- (3) If delivery is carried out at a later date due to circumstances attributable to the customer, the customer shall reimburse the resulting higher costs to ALPLA. This shall not affect ALPLA's right to compensation for loss due to other causes.
- (4) The customer shall bear all taxes, customs duties and other charges which it has to pay upon receipt of the delivery, unless ALPLA has undertaken in writing to assume these charges.

§ 4 Place of performance, delivery

- (1) The place of performance is the respective supplying factory of ALPLA.
- (2) Dispatch and transport of the products take place for the account and at the risk of the customer. As

soon as delivery has been made at the place of performance, the risk of the products passes to the customer. Should the customer not accept the delivery of the products, it is in default of acceptance. Furthermore, ALPLA's delivery is deemed to have been made in this case and ALPLA is entitled to store the products at the customer's expense. The storage costs incurred shall be immediately refunded to ALPLA.

- (3) ALPLA is entitled to partial deliveries, which partial deliveries are governed by these terms and conditions. ALPLA is not liable for any damage the customer may incur as a result of such partial delivery.
- (4) Should ALPLA be unable to deliver the products on the agreed date due to circumstances beyond its control (including but not limited to force majeure, suppliers' delivery delays, operating defects or interruptions through no fault of its own, transport delays, shortage of raw materials or energy through no fault of its own), ALPLA shall be entitled to deliver the products on the earliest possible date, provided the customer is able to accept delivery on this date. Otherwise, ALPLA shall be entitled to cancel the order without being liable towards the customer.
- (5) In other cases of delayed delivery, ALPLA is not liable for any damages resulting from such late delivery, unless such damages are the result of ALPLA's gross negligence or wilful intent.
- (6) Customer ensures at its own cost that it will have all the necessary documentation for import of the products (such as an import license). Any damage incurred by ALPLA due to the customer not having all the necessary documentation in order, will be reimbursed by customer to ALPLA.

§ 5 Warranty and liability

- (1) ALPLA warrants that the products conform to the agreed specifications. The customary tolerances shall apply.
- (2) The customer shall inspect the products carefully on receipt of their delivery and shall notify any defects in writing within ten days of delivery by submitting a sample of the faulty goods at customer's cost; otherwise any claims, including claims for consequential loss, shall be excluded. If a defect is notified in due time, ALPLA shall, at its discretion, provide a remedy by either improving, replacing or taking back the faulty products and crediting the purchase price or reducing the price. The customer shall have no other rights or remedies.
- (3) Customer may only return faulty products to ALPLA with the prior explicit consent of ALPLA. If products are returned without prior consent, ALPLA is entitled to refuse acceptance of the products returned and to return them to the customer at the latter's expense.
- (4) Customer accepts that samples may differ in quality, properties, shape, design and functionality from the products that are delivered pursuant to an order placed by the customer.

- (5) The warranty period is 6 months and begins as soon as the products are tendered for delivery to the customer at the place of performance.
- (6) The customer is not entitled to withhold or set off payment against warranty or other claims, of whatever kind.
- (7) ALPLA shall not be liable for any damage or loss incurred by the customer, including but not limited to consequential loss, particularly lost profit and return costs, unless those damages are the result of ALPLA's wilful intent or gross negligence. ALPLA's aggregate liability towards the customer, regardless of the number of orders placed by the customer, shall be limited to EUR 5 million.

§ 6 Retention of title, reserved products

- (1) The products shall remain the unrestricted property of ALPLA until fulfilment of all duties incumbent upon the customer, in particular until payment of the purchase price in full. Ownership shall transfer to the customer upon fulfilment of all duties. If the customer has not fulfilled its duties by the due date, the customer shall be in default by operation of law, and ALPLA shall, without prejudice to any other remedies it may have, be entitled to immediately retake possession of the products without any notice of default being required.
- (2) The customer shall be entitled to resell the products subject to retention of title (the reserved products). The entitlement shall cease if the customer defaults on payment or faces problems with being able to make the full payment to ALPLA.
- (3) Should the reserved products be resold by the customer while the retention of title does still apply, the customer shall assign to ALPLA all accounts receivable from resale or any other uses up to the amount of the purchase price demanded by ALPLA. The customer undertakes to record this assignment in its books. The customer shall be authorised until further notice to collect these assigned accounts receivable in its own name on behalf of ALPLA. The customer undertakes to retain title to the reserved products if it resells this on credit.
- (4) The customer assigns to ALPLA any insurance benefits or damages to which he may be entitled by virtue of destruction or damage to the reserved products. If said assignment is not permissible, the customer hereby warrants that it will forward to ALPLA any payments it may receive under such insurance.
- (5) The customer may not pledge or otherwise encumber the reserved products.
- (6) Should ALPLA invoke its retention of title by taking back the reserved products, ALPLA shall be entitled to sell the products subject to retention of title or to have these products auctioned free-hand. The reserved products are retained for the proceeds thereby gained, but at no more than the price originally agreed. ALPLA reserves the right to claim (additional) damages from the customer.

§ 7 Payment and default

- (1) The place of performance for payment is the respective supplying factory of ALPLA.

- (2) Bills of exchange and cheques are accepted only on account of payment and only in reliance on a written agreement.
- (3) The purchase price shall be paid in full within 30 days of the date of the invoice.
- (4) In the event that the payment is not made when due, ALPLA is entitled to (at its option):
 - delay performance of its obligations until the outstanding payment has been made,
 - claim an appropriate extension of the delivery or performance deadline,
 - demand payment of the entire outstanding amount,
 - offset all dunning and collection costs and the statutory default interest calculated at 7 percentage points above the three-month EURIBOR rate, or
 - in the case of non-compliance with a reasonable grace period, rescind the agreement in whole or in part (at ALPLA's sole discretion). In case of ALPLA's rescission, the customer shall pay ALPLA a cancellation fee equal to 10% of the price, which is due and payable immediately, and shall compensate any damage in excess thereof. This does not preclude ALPLA's right to claim additional damages.
- (5) Should judicial execution be levied upon the customer's assets, or if ALPLA is in doubt concerning the customer's ability to pay, ALPLA shall be entitled to:
 - demand all accounts receivable immediately, regardless of their due date,
 - withhold all deliveries from contracts not yet fulfilled and make deliveries only against advance payment. Should the customer refuse to pay in advance, ALPLA shall be able to terminate the agreement and also claim compensation for damages.
- (6) Should the customer be in default of acceptance, payment is due immediately.
- (7) Even if originally allocated elsewhere, payments are always calculated on the basis of the oldest debt and the interest and costs incurred.

§ 8 (Moulding) tools

- (1) Unless otherwise agreed, ALPLA shall remain the owner of the moulds it has produced or which have been commissioned from a third party for the customer. Should the customer become the owner of the moulds, ownership shall be transferred to him only on full payment of the purchase price.
- (2) By express agreement and as long as the customer discharges its payment and acceptance obligations, moulds shall be used only for the customer's orders.
- (3) The price for moulds includes the costs of a one-off sampling process, but not the costs of testing and tooling fixtures or the costs of modifications initiated by the customer.
- (4) ALPLA is obligated to replace the moulds only if their initial design does not date back more than three years, the forms are required to fulfil a delivery

volume warranted to the customer, and the customer meets its payment and acceptance obligations.

- (5) ALPLA shall keep moulds for two years after the last delivery date of the moulds. ALPLA shall inform the customer prior to disposal of a mould.
- (6) Should an agreement end before the moulds are repaid, the customer shall pay the redemption amount still outstanding.
- (7) For damage to moulds owned by the customer, ALPLA shall be liable only in the event of wilful intent or gross negligence, nor shall ALPLA be liable for these moulds accidentally perishing. ALPLA shall insure these moulds at the customer's request. The costs of doing so shall be borne by the customer, as are the costs of maintaining and servicing these moulds.
- (8) Should the customer not collect moulds belonging to him within a reasonable period of time after the agreement ends, ALPLA shall be entitled to store or dispose of the moulds at the customer's expense. ALPLA shall be entitled irrespective of this to keep moulds until the customer has met in full all obligations arising from the agreement and incumbent upon it.

§ 9 Reusable packaging

- (1) Reusable packaging is and remains the property of ALPLA. The customer shall be liable for any damage or loss to this. ALPLA alone shall decide whether reusable packaging is damaged, at its own discretion.
- (2) The customer shall return the reusable packaging to ALPLA immediately after unpacking, without ALPLA first having to request this. Should insolvency proceedings be initiated concerning the customer's assets or should the agreement end for any reason whatsoever, the customer shall likewise return the reusable packaging without request.
- (3) The customer shall be charged each quarter in arrears for damaged and/or lost reusable packaging, and reusable packaging not returned in due time. Should insolvency proceedings be initiated concerning the customer's assets or should the agreement end for any reason whatsoever, the costs of damaged and lost reusable packaging and reusable packaging not returned in due time shall be paid immediately by customer. Reusable packaging placed to account shall be paid for within 30 days of the date of invoice without any deductions or set off.

§ 10 Final provisions

- (1) The customer is not entitled to set off any claims it may have on ALPLA against payments due to ALPLA. The customer has no right of retention.
- (2) The customer may not assign any of its rights and/or obligations under the agreement to a third party without the prior written consent of ALPLA.
- (3) To the extent permitted by law, the customer hereby waives its rights under Articles 6:265 to 6:272 inclusive of the Dutch Civil Code to rescind (in Dutch:

"ontbinden"), or demand in legal proceedings the rescission (in Dutch: "ontbinding") of this agreement; and to annul this agreement on the grounds of error under Article 6:228 of the Dutch Civil Code (in Dutch: "dwaling").

- (4) All documents or information concerning ALPLA, its products, sales partners or other customers, which are made available to the customer or from which the customer gains other knowledge, are confidential and will be treated as such. Customer may not make those public in any way. ALPLA retains all rights to such information and documents.
- (5) The customer guarantees that the drawings, sketches, models, etc. which it provides to ALPLA do not infringe any rights of any third parties. The customer indemnifies ALPLA and holds it harmless in respect of any claims of a third party that the products or any service or action of ALPLA infringes that third party's rights, and shall compensate ALPLA for all costs and damages incurred in this regard. In the event of such a third party claim, ALPLA may terminate the agreement (and thus all deliveries) with immediate effect, without ALPLA being liable for any costs or damages the customer may incur as a result thereof.
- (6) Should any provisions of the agreement be or become invalid or unenforceable, this shall not affect the validity of the rest of the agreement. These invalid or unenforceable provisions shall be deemed to have been replaced with valid and enforceable provisions which most closely reflect the intended economic purpose (severability clause).
- (7) If the contract is also drawn up in English, the English text shall apply for the interpretation of the contract and its terms and conditions.

§ 11 Place of jurisdiction and applicable law

- (1) All agreements between ALPLA and the customer, and all agreements resulting therefrom, are subject to the national substantive law of the country of ALPLA's respective supplying factory. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- (2) The exclusive place of jurisdiction for disputes within the scope of the Lugano Convention or of the European Jurisdiction and Enforcement Regulation is the court with jurisdiction over ALPLA's respective supplying factory.

It is agreed that the international court of arbitration of the Chamber of Commerce of Austria in Vienna shall be responsible for all cases outside the scope of this jurisdiction. The place of arbitration shall be Vienna, Austria. The language of arbitration shall be German. If the contract is drawn up in a language other than German, English shall be the language of arbitration.

ALPLA is, however, entitled in all cases to bring an action against the customer before another competent court.