

I. Scope of Validity

1. All supplies, services and offers of DITTRICH + CO GmbH & Co. KG are effected exclusively on the basis of the following General Terms and Conditions of Business. They also apply to all future business relations, even if not expressly agreed again. These conditions are regarded as accepted at the latest with the acceptance of the goods or the services. Counter-confirmations by the Customer with reference to his general terms and conditions or purchase conditions are hereby expressly objected to and rejected.

2. Verbal supplementary agreements require our written confirmation to be legally binding.

II. Offer and contract conclusion

1. Our offers are made without obligation and are non-binding. Declarations of acceptance and all orders require our confirmation in writing or by telefax to be legally valid.

2. Drawings, technical illustrations, dimensions, weights or other performance data are only binding, if explicitly agreed upon in writing.

III. Prices

1. All prices apply ex works, exclusive of packaging, and are given in Euro and are subjected to value added tax at the statutory rate.

2. Prices are subject to charge. Should prices for raw or auxiliary material increase or wages rise during order confirmation and delivery, the price valid on the day of delivery is applied. In case of price increase, the Customer shall be entitled to terminate the contract after receipt of notice without undue delay ("unverzüglich").

IV. Terms of payment

1. All invoices are due net within 30 days of the invoice date. DITTRICH + CO GmbH & Co. KG will grant a discount of 2 % on payments made within 14 days of the date of invoice.

No discount is granted on contract work. We shall be entitled, despite the Customer's other terms, to set off payments initially against his outstanding debts.

2. The payment is only deemed to have been made, if we are able to dispose of the amount. In case of cheques the payment is only deemed to have been made after the cheque has been cashed.

3. If the Customer defaults on a payment, we have the right to charge interest at the rate of 8 percent points above the base interest rate as general compensation from the relevant moment. We reserve the right to prove higher claims for damage. If we become aware of facts which make the Customer's ability to pay doubtful, we shall be entitled to demand advance payment or the provision of securities.

4. Even if notices of defect or other counterclaims are asserted, the Customer shall be entitled to offset, retain or reduce payment only in case, if the counterclaims have been legally established or are undisputed.

V. Packaging

Packaging, with the exception of loaned packaging, will be charged at the lowest price. If boxes or similar packaging goods are in reusable condition and are returned freight-free, 30 % of their value will be credited to the Customer. Collico or other container rental will be charged.

VI. Transfer of risk

The risk is transferred to the Customer, once the shipment will have been handed over to the person providing transportation or when it has left the warehouse of DITTRICH + CO GmbH & Co. KG in order to be shipped. This also applies, if the dispatch or the transport are effected by us. Should the delivery be delayed due to reasons for which the Customer is responsible, the risk is transferred to the Customer, when he has been notified that goods are ready for dispatch.

VII. Period of delivery and service

1. Terms or dates of delivery are only binding, if they have been confirmed by us in writing.

2. The delivery period starts only after receipt of all documents which are necessary for the execution of the order and, if such has been agreed, a down payment by the Customer. Should the Customer have to deliver occasional parts/packaging, the delivery period does not start before the receipt of them.

3. We shall not be responsible for delays in delivery and service due to force majeure or events which not only temporarily substantially impede DITTRICH + CO GmbH & Co. KG from delivering or make it impossible, including, in particular, a strike, lockout, regulatory actions etc., even if they occur with suppliers of DITTRICH + CO GmbH & Co. KG or with its sub-suppliers, also in case when deadlines and dates have been agreed with binding force. They entitle us to postpone the delivery by the duration of the obstruction plus an appropriate restarting period or to withdraw from the contract wholly or in part in respect of the part of the contract not yet performed.

4. If the hindrance lasts for more than three months, the Customer shall be entitled to withdraw from the contract in regard to the part of the contract not yet performed after setting a reasonable extension of time. Should the delivery period be lengthened or DITTRICH + CO GmbH & Co. KG be released from its obligations, the Customer will not be entitled to derive compensation claims therefrom. We can invoke the aforementioned circumstances only, if the Customer has been informed without undue delay.

5. Insofar as DITTRICH + CO GmbH & Co. KG is responsible for the failure to comply with bindingly agreed terms and dates or is in default, the Customer shall be able to claim compensation for delayed completion at the rate of 0,5 % for each completed week of the default. The compensation for delayed completion is, however, limited to 5 % of the value of the invoice for the deliveries and services affected by the default. All further claims are excluded, unless the default is due to at least gross negligence by DITTRICH + CO GmbH & Co. KG.

6. We shall be entitled to partial deliveries and partial services at any time.

In particular, we shall be entitled to undertake deliveries up to 10 % above or below the ordered quantity.

7. If a delivery term is not agreed, DITTRICH + CO GmbH & Co. KG shall be entitled to demand the acceptance of goods upon the expiry of three months beginning with the date of the order confirmation after granting a respite of 14 days or to withdraw from the contract and to claim compensation for damage.

VIII. Retention of title

1. Until the fulfillment of all claims arising out of the business relationship, which may fall due to DITTRICH + CO GmbH & Co. KG for whatever legal reason against the Customer now or at a future point of time, the following securities, which we shall release at our discretion upon demand, as far as their value sustainably exceeds the outstanding claims by more than 15 %, shall be provided to us.

2. The goods remain the property of DITTRICH + CO GmbH & Co. KG.

Processing or conversion always takes place for us as manufacturer, but without an obligation for us. If the (co-)ownership of DITTRICH + CO GmbH & Co. KG expires as a result of connection, it is hereby agreed that the Customer's (co-)ownership of the unitary item passes to us according to the proportionate value (invoice value). The Customer shall store the (co-)property of DITTRICH + CO GmbH & Co. KG free of charge. Goods, of which we are entitled to (co-) ownership, will be referred to as reserved goods in the following paragraphs.

3. The Customer shall be entitled to process and to sell the reserved goods within the course of orderly business practices, provided the customer is not in default with payment. Pledging or chattel mortgage are inadmissible. The Customer already cedes the claims resulting from the resale or any other legal reason (insurance, liability of tort) referring to the reserved goods to us in full as a security. We authorize the Customer revocably to collect the claims assigned to us on his own behalf and for his own account. We may revoke this direct debiting authorization only, if the Customer does not properly fulfill his payment obligations.

4. In the event of access of third parties to the reserved goods, in particular in the case of seizures, the Customer will point out our ownership and notify us without undue delay in order to enable DITTRICH + CO GmbH & Co. KG to enforce its ownership rights. If the third party is unable to reimburse us for the judicial and extrajudicial costs incurred in connection therewith, the Customer shall be liable for them.

5. In case the Customer acts contrary to the contract – in particular default of payment – we shall be entitled to withdraw from the contract and to demand to hand out the reserved goods.

IX. Design Changes

DITTRICH + CO GmbH & Co. KG reserves the right to carry out design changes at any time, however, we are not obligated to do so.

X. Property Rights

1. If DITTRICH + CO GmbH & Co. KG manufactures items according to drawings, models or samples which are handed over to it by the Customer, the Customer guarantees to us that no property rights of third parties will be violated by the production and the delivery of the items concerned.

2. In case a third party forbids DITTRICH + CO GmbH & Co. KG to produce or deliver items by invoking the infringement of its property rights, we shall be entitled, without being obligated to examine the legal situation and excluding any compensation claims for damage by the Customer, to discontinue the production and the delivery and to demand compensation for the incurred costs.

3. Nozzles, samples, templates, auxiliary tools and other appliances shall remain our sole property even if we charged costs for them to the Customer.

XI. Warranty

1. Being decisive for the quality and the workmanship of the goods manufactured by us are the outturn samples we have submitted for review to the Customer.

2. In case of any orders made according to Section XIII Article 1 the Customer shall solely bear the responsibility for their practical suitability, even if we have given advice during the development.

3. Notices of defect shall be taken into account only, if they are made in writing within 8 days after receipt of the goods, whereby the time of receipt by us is decisive for the timely report of the notice of defect. Wrong deliveries have to be indicated in writing, as well. In case of hidden defects notices of defect have to be raised in writing within 8 days after discovery thereof. Deviations up to 10 % in the amount

of the delivered goods compared to the ordered amount and deviations in weights, colour shades and mass occurring despite of careful manufacturing of the goods, do not entitle to a notice of defect.

4. The period of time for asserting warranty claims shall be one year from the delivery of the products.

5. If notices of defect have been duly raised and substantiated, we will, at our option, replace or repair the defective part of the delivery, give a discount or take the goods back by refunding the purchase price. For the delivery of replacements or repairs the Customer has to set a reasonable period of time for us.

6. We do not provide warranties for chemical and physical properties of raw materials, which were specified by the Customer or agreed with us.

7. Any rejected goods may only be returned with our express permission. In case of return these goods pass into our ownership.

XII. Liability

1. Claims for damages are excluded regardless of the kind of breach of duty, including tort, unless in a case of willful misconduct or gross negligence.

2. In case of breach of fundamental contract obligations DITTRICH + CO GmbH & Co. KG shall be liable for any negligence, but only up to the amount of the foreseeable damage. Claims cannot be made for loss of profit, saved expenditures, claims from compensation claims of third parties, as well as for any other indirect and consequential damage, unless a quality feature has been guaranteed by us with the intention to protect the Customer from such damage.

3. The limitations of liability shall not apply to claims caused by fraudulent behavior of DITTRICH + CO GmbH & Co. KG as well as to our liability for guaranteed quality features, claims based on the Product Liability Act and for damages arising from injury to life, body or health.

4. Insofar as the liability of DITTRICH + CO GmbH & Co. KG is limited or excluded, this shall also apply to our staff members, employees, representatives and vicarious agents.

XIII. Moulds

1. If injection moulds or other moulds (tools) are manufactured on behalf of the Customer by us or on our behalf by a third party, the agreed charges are due to payment as follows:

- 50 % of the charges from the date of the order confirmation
- 40 % of the charges from the date of the presentation of the initial sample

– 10 % of the charges upon customer release, no later than 45 days after the date of the presentation of the initial sample

The payment has to be made within 8 days from the date of the invoice without any deductions.

2. In case of new developments, we reserve the right to inform the Customer about initially not intended, necessary adjustments of the tools and to charge them.

3. Moulds (tools) manufactured according to Section XIII Article 1 are used only for the Customer's orders. Any other use requires an explicit agreement between us and the Customer. Tools remain in our possession during the manufacturing of the plastic parts. The costs of manufacture of the tools are borne by the Customer. The agreed tool prices do not cover the production costs. If the Customer reclaims and collects the tools, further tool costs shall be due to payment, amounting 25 % of the agreed tool prices. We are entitled to retain the tools until the full payment has been received, inclusively the payment of further tool costs. We commit to normally calculate the finished plastic parts and not to charge undue prices.

4. We will carefully store the moulds for reorders. However, the Customer shall be responsible for insurance cover. We shall not be liable for damages which may occur despite proper handling. Our retention period expires, unless further orders are placed by the Customer within 2 years from the latest delivery.

5. In the event that the Customer fails to pay for the goods delivered to him or fails to pay on time, we shall be permitted to use the moulds made for this particular order for any other orders. If we have several open claims against the Customer, we retain title of ownership to the moulds until the debts and subsidiary claims have been paid in full. In case that insolvency or composition proceedings have been instituted against the Customer or in case the Customer's inability to pay is clear by any other mean, the ownership of the moulds and tools entirely passes to us.

XIV. Supply Parts

1. If supply parts, e.g. metal parts which need to be pressed in or injected, are provided by the Customer, he is obligated to deliver them ex works to DITTRICH + CO GmbH & Co. KG with a reserve quantity of at least 10 % for any defective goods, i.e. on time in perfect condition and in such quantities that an uninterrupted processing can be effected by us.

2. In case of delayed or insufficient delivery of supply parts, the Customer is obligated to reimburse additional costs thus incurred. In such case, we reserve the right to stop and to resume the manufacture at a later time.

XV. Applicable Law, Place of Jurisdiction, Partial Invalidity

1. These terms and conditions and the entire legal relationship between DITTRICH + CO GmbH & Co. KG and the Customer shall be subject to the law of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

2. Insofar as the Customer is a trader within the meaning of commercial law or a legal person under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Schwabmünchen.

3. Should any provision of these terms and conditions of business or any provision within the framework of other agreements be found to be or become invalid, this shall not affect the validity of any other provision or agreement.

**Status of these General Terms and Conditions of Business:
28.11.2010**

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