

**General Terms of Delivery and Payment
TAMURA ELSOLD GmbH**

1. General – Application

The terms and conditions of business shall apply to all current and future business relations.

Any general terms and conditions of business which diverge from, conflict with or supplement same shall not form part of the contract, even where known, unless consent is explicitly given in writing as regards their application.

2. Conclusion of Contract

Our quotations are always without engagement. Technical modifications and changes in form, colour and/or weight shall remain within the limits of what can be reasonably expected.

By ordering the goods the ordering party declares his intention to purchase the ordered goods in a binding manner. We shall be entitled to accept the contractual quotation included in the order within 2 weeks after receipt at our company. Acceptance shall be made in writing.

As regards the contents of the contract solely our written acknowledgement of order shall apply. Agreements made verbally or by telephone shall in all cases only be binding on ourselves following the issue of written confirmation.

Completion of the contract shall be subject to the correct and timely delivery to ourselves by our ancillary suppliers. This shall only apply where we are not responsible for the failure to deliver, in particular on conclusion of a congruent covering transaction with our ancillary supplier.

The customer shall be immediately informed about the non-availability of the service. The consideration shall be reimbursed immediately.

Rights ensuing to the ordering party under the present contract shall only be transferable with our consent.

3. Prices

All prices are quoted ex works in €, except as explicitly provided otherwise. Prices do not include value-added tax. The specified prices shall apply subject to the condition that at the time the contract is concluded, the major cost factors remain unchanged. Where there is a change in same (e.g. materials, auxiliary materials, wage costs, statutory dues, freight etc.) up to the time of delivery, we shall thus be entitled to effect a corresponding adjustment in our sale prices, on disclosure of the original calculation and specific description of the increase in the cost factors.

In the cases of transactions involving modification the agreed prices and conditions shall be conditional on the material necessary for modification being available to ourselves on time and in sufficient quantities prior to execution of the contract and being suitable for the intended modification. Should this not be the case, we shall be entitled to charge for the additional work involved.

Supplementary claims for value-added tax ensuing from transactions involving modification and provision, which result – for whatever reason – shall be borne by the ordering party and paid without deduction immediately after being claimed.

The write-off of call offs shall be carried out according to the effected deliveries. If call off exceeds the order volume, we shall be entitled to delete the excess or to charge same at the current price.

4. Execution

4.1 Advice

Advice, information and suggestions regarding the options for the use, processing and application of the products manufactured by ourselves shall only include an agreement regarding the nature of the goods where laid down in writing.

4.2 Samples

The provision of samples shall not constitute any agreement regarding the nature of the goods according to § 434 (1) German Civil Code.

4.3 Consent to technical data by ordering party

The models for execution submitted to the ordering party by ourselves shall also be examined by same as regards all major qualities required for usage of the manufactured product. We accept no liability for the suitability of the product for the intended purpose. The ordering party shall sign and return the documents to us to indicate his consent. The samples made available to the ordering party shall be countersigned as a sign of approval. Any corrections required by the ordering party shall be clearly marked by same. We shall not be liable for identifiable defects which have been overlooked by the Client on inspection or which do not form the subject of an objection, except where said defect was concealed fraudulently by ourselves. Technical advice and recommendations on our part shall be based on an appropriate inspection; they are however made outside our contractual obligations. Any liability on our part shall be excluded in this regard.

4.4 Excess or short delivery, tolerances

Depending on the type of the product we explicitly reserve the right to effect excess or short delivery in terms of weights and piece numbers up to 10%, with orders under 100 kg up to 20%, and both as regards the full volume of the transaction or contract and every single partial delivery.

We reserve rights to following tolerances for the delivery of foils:

thickness +/- 10%, format +/- 2.5 mm, paper weight +/- 10%.

4.5 Quality tolerance

Contracts shall be executed according to the customary quality in line with state-of-the-art technology under the tolerance required in technical terms in relation to materials and processes, except where specified standards for execution have been agreed in the individual case.

5. Packaging

Packaging shall be determined following acknowledgement of order. In general the choice of packaging shall be left to ourselves. Packaging shall be charged at cost price. Loaned packaging shall remain our property. Return shall be effected in impeccable condition within an appropriate period of time and, except where agreed otherwise, free of charge.

The ordering party shall be entitled to return transport packaging to us at the place of dispatch of the goods at his own expense. Packaging must be clean, free of foreign materials and sorted according to the different packaging materials.

6. Delivery and Dispatch

Delivery shall be effected ex works and at the risk of the recipient. The choice of the method of shipment shall be left to ourselves except where agreed otherwise. Partial shipment shall be permissible in all cases.

7. Transfer of Risk

All risk shall pass to the ordering party as soon as the goods are made available to same or the carrier.

Where the ordering party fails to accept the goods on time, this shall be equivalent to handover.

Should goods be taken back for reasons for which we are not responsible, and on delivery of modification material, the ordering party shall bear all risk until arrival at our works.

8. Retention of Title

8.1 The ownership of the goods shall remain with the seller until payment in full for all the goods and that the fulfilled requirements have been received by the seller.

We are entitled to transfer this demand onto a third party. This also applies for future deliveries even if we do not explicitly refer to this. We are entitled to revoke the goods if the buyer behaves contrary to the contract terms.

8.2 The buyer is obligated to handle the goods correctly as long as the full title of the goods has not been transferred. In particular the risk in the goods shall pass on delivery of the same to the customer, and until such time as title in the goods has passed to the buyer, the buyer shall insure such goods to its replacement value and the buyer shall forthwith, upon request, provide the seller with a certificate or other evidence of such insurance. The insurance is to cover the replacement costs against theft, fire and water damages (only applicable for valuable goods). The costs for maintenance or inspections are to be carried by the buyer. According to § 771 ZPO the buyer is liable for all of the law of court and extrajudicial costs against a lawsuit incurred if the ownership has not been transferred and the goods have been impounded or a third party has intervened in the ownership, and the third party is unable to cover the legal costs incurred.

8.3 The buyer shall have the right to dispose of the goods delivered by us in the ordinary course of business. The buyer shall have the right to process the goods delivered subject to the payment in full to the seller of the agreed upon total invoice sum including value-added-tax. This transfer is valid if the sold goods have been processed or not. The buyer remains entitled to collect the account after the transfer of sale. The seller's authority to collect the entitlement remains unaffected. The seller shall not collect the assignment as long as the buyer has paid the contract price, is not in default of payment, has no insolvency proceeding or has not suspended the payment.

8.4 Exclusion ist § 449 Section. 2 BGB

8.5 In the event of any third party action against the goods delivered by us under retention of title the Buyer shall inform such party of our property and shall inform us of such action. The seller shall be entitled to seek court injunction to prevent the buyer from selling, transferring, modifying or otherwise disposing of the goods. In this case the buyer's right of entitlement is also transferred to the overworked or altered goods. If the goods being delivered under retention of title shall be inseparable assembled or mixed with other goods being under property of any third party, then we shall acquire title in the newly assembled or mixed goods. To safeguard our claims from the buyer, we would be entitled at any time and without notice to enter upon any premises in which the goods or any part thereof is installed, stored or kept. This is our declaration towards this assignment

8.6 Upon the buyers request we commit ourselves to entitled securities to be released as far as the proportion of the title exceeds more than 20%.

8.7 From the commencement of the delay of payment, the buyer owes the seller in addition to the purchase price interest in arrears. If in a sales contract a third party is involved being a buyer or a seller, then an interest rate of 5% on top of the basic interest rate is applied. By sales contracts made between business contractors, the interest rate applied by the reform of law shall be increased by 8% onto the basic interest rate.

9. Terms of Payment

Invoicing and payment shall be effected either in € or in the currency specified in the acknowledgement of order. Invoicing shall be effected on dispatch of the goods or at the time when the ordering party is in default as regards acceptance. Cheques and bills of exchange shall only be accepted on account of performance, with bills of exchange however only being accepted with special agreement.

Where there is major deterioration in the financial circumstances of the ordering party, or where same is in default for said reason with regard to payment and acceptance, we shall hold the right to also demand immediate payment of goods yet not delivered, of any invoices, bills of exchange and cheques not yet due, where the sums are covered by contractual expenditure on our part.

In the case of delay in payment according to § 286 German Civil Code default interest shall be paid according to § 288 German Civil Code. We reserve the right to provide evidence of and claim greater losses from default. It shall only be permitted to effect offsetting against our demands for payment or exercise a right of retention in the case of claims which are undisputed or recognised by declaratory judgement.

10. Retention of Title and Rights of Security

We reserve the title to the goods supplied by ourselves until the complete payment of all claims from an ongoing business relationship.

The ordering party shall be obliged to treat the goods with care.

The ordering party shall be obliged to grant us access of third parties to the goods, for instance in the event of attachment, and to immediately notify us of any damage or the destruction of the goods. The ordering party shall also provide immediate notification regarding any change in title or his own place of residence.

We shall be entitled, in the event of behaviour on the part of the ordering party contrary to the terms of the contract, to withdraw from the contract and to demand the return of the goods.

The ordering party shall be entitled to dispose of the goods further in the course of ordinary business. He hereby assigns to us all claims equivalent to the invoiced amount which accrue to himself against a third party through further disposal. We accept such assignment. Following assignment the ordering party shall be authorised to collect the sum due. We reserve the right to collect the sum due ourselves as soon as the ordering party fails to properly observe his obligations with regard to payment and is in default of payment.

The handling and processing of the goods by the ordering party shall always be carried out in our name and on our behalf. Where processing is carried out using items which do not belong to ourselves, we shall acquire the co-ownership to the new object in proportion to the value of the goods supplied by ourselves to other items processed. This shall also apply where the goods are combined with other objects not belonging to ourselves.

The ordering party shall concede to us a right of attachment for the material provided to ourselves for execution of the contract and claims superseding same as security for all current and future claims ensuing from the business relationship with himself.

Where the ordering party is in default as regards a payment or a loan, we shall be entitled to realise the material forming the subject of attachment at the stock-market quoted value or at the customary market value.

Should the value of the security exceed our claims by more than 20%, we shall be obliged on request to release the above security in this regard at our discretion.

11. Warranty

The goods supplied by ourselves shall be examined by the ordering party immediately on receipt at their destination with the care of a prudent businessman. The obligation of the ordering party regarding examination shall also exist where reference samples and/or a test certificate confirming the performance of quality control have been provided.

Obvious defects and those which can be identified by the performance of a proper examination shall form the subject of written notification of defect by the ordering party within 2 weeks after receipt of the goods.

Non-obvious defects and those which cannot be identified by the performance of a proper examination shall form the subject of written notification of defect by the ordering party within 7 days after discovery, however at the latest within 6 months after receipt of the goods.

Any failure to comply with the requirement to make a complaint in respect of a defect immediately on receipt of the goods shall preclude assertion of the warranty claim. Timely dispatch shall be sufficient for compliance with the time period. The full burden of proof as regards all prerequisites for the submission of a claim shall rest with the ordering party, in particular in respect of the defect itself, for the time of discovery of the defect and for the timeliness of the complaint pertaining to the defect.

We shall initially provide a warranty for defects in the goods at our discretion involving repair or replacement delivery. Defects in part of a delivery cannot result in a complaint involving the delivery as a whole where it is possible to separate the defective and non-defective parts using reasonable means.

Where subsequent fulfillment fails, the ordering party may basically be entitled to demand a reduction in price or withdrawal at his discretion. In the case of only minor breaches of contract, in particular only minor defects, the ordering party shall however hold no right of withdrawal.

Where the ordering party claims withdrawal from the contract due to a deficiency in title or defect as to quality after the failure of subsequent fulfillment, he shall hold no additional entitlement to compensation for the defect.

Where the ordering party claims compensation after the failure of subsequent fulfillment, the goods shall remain with the ordering party where this can reasonably be expected of same. The compensation shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply where the contractual violation was caused fraudulently by ourselves.

The warranty period shall be 1 year after delivery of the ordered goods. This shall not apply where the ordering party fails to notify us of the defect in a timely manner.

As regards the nature of the goods only our product description shall apply in all cases as agreed. The contractual nature of the goods shall not be additionally represented by public declarations, recommendations or our publicity.

The ordering party shall receive no guarantees in the legal sense from ourselves. Manufacturer guarantees for goods used by ourselves shall thereby remain unaffected.

We do not guarantee that the goods are suitable for the purposes intended by the ordering party, except where specific qualities have been explicitly warranted in writing.

No warranty shall be provided in respect of damage which has occurred for the following reasons: Inappropriate or improper use, incorrect installation or commissioning by the ordering party or a third party, natural wear, improper or negligent treatment; unsuitable equipment, defective construction work, unsuitable ground, mechanical, thermal, chemical, electrochemical or electric influences except where same were specified by the ordering party and resistance to such influences was then explicitly confirmed by ourselves.

12. General Limitation on Liability

In all cases where we are obliged to pay compensation by virtue of a contractual or statutory basis for the claim, we shall only be liable where we can be charged with intent or gross negligence.

Where we undertake the contractual obligation to examine our products as regards the existence of certain qualities, we shall only be liable in this regard where the damage can be attributed to ourselves having breached test conditions agreed in writing at least for want of care.

All claims for compensation against ourselves shall expire by limitation at least 1 year after delivery or service.

The foregoing limitations on liability shall also apply to claims which are directly addressed at our employees.

13. Drawings, Drafts, Construction Drawings, Tools and Other Preliminary Works

Where tools are provided by the ordering party, the cost of maintenance, modification and replacement of his tools shall be borne by same. The ordering party shall be liable for the technically correct construction and the design of the tools permitted the production process to be carried out, although we shall be entitled to make any modifications technically required. Without a special agreement we shall not be obliged to check the compliance of the tools, designations or samples provided.

Construction drawings or other tools and moulds manufactured by ourselves shall only be stored for 12 months after the last usage. The ordering party shall be notified beforehand of their destruction. This shall also apply to all drawings and drafts. By the payment of partial costs for tools, moulds, printing blocks, printing and embossing rollers etc. the ordering party shall acquire no title to the tools themselves. These shall remain our property, notwithstanding any claims of the ordering party in terms of copyright in designs.

14. Copyright

We shall retain the title or copyright to all drawings, illustrations, cost estimates and designs attached to our quotations. Such documents may not be made available to third parties without our prior approval or used for commercial purposes and shall be returned immediately on request.

The ordering party shall be responsible for the examination of the right of reproduction and copyright in respect of all copy, drafts, drawings and production samples, except where he has explicitly asked us to perform same. We shall draw the Client's attention to any conflicting rights known to ourselves.

In the case of delivery according to drawings or specifications of the ordering party he shall indemnify us from all property rights of third parties. In the event of breach of contract by the ordering party his property rights shall not prevent utilisation of the goods by ourselves.

15. Marking

We reserve the right to apply our company slogan, company logo or other works identification number according to relevant practice and regulations and the space available to consignments of any kind.

16. Partial Invalidity

Where parts of the present conditions are or become invalid, the other provisions shall nevertheless remain valid. The partially or entirely invalid provision shall be replaced by such provision whose financial objective comes as close as possible to that of the invalid provision.

17. Place of Performance and Legal Venue

The place of performance for delivery and payment shall be Ilsenburg.

The legal venue shall be Ilsenburg where legally permitted.

The law of the Federal Republic of Germany shall apply. The provisions of the UN Law on the International Sale of Goods are not applicable.