

## General Terms and Conditions of MTM Power® Messtechnik Mellenbach GmbH:

### I. Scope

The MTM Power Messtechnik Mellenbach GmbH (hereinafter referred to as "the Seller") will execute orders exclusively on the basis of the following General Terms and Conditions. Basis of orders are contracts of any kind on the delivery of items whether in the form of purchase, cost-plus or other contracts. Any differing General Terms and Conditions (purchase/sales conditions) shall not become elements of a contract and will be expressly contradicted.

### II. Offers, Order confirmation

1. The Seller's offers shall be subject to confirmation and without any commitment, especially when it comes to prices, quantities, ability, period and date of delivery, and term of payment, unless they are specifically marked as binding offers.
2. The only criterion for delivery shall be the Seller's written order confirmation. Effectiveness of any contract shall be subject to such written order confirmation by the Seller. Any amendments or supplements made orally or by telephone shall be confirmed in writing by the Seller to become effective.

### III. Prices, Payment

1. The Seller's prices shall be understood 'ex works' and 'ex warehouse' respectively including standard packing unless otherwise specified in written form. Statutory V.A.T. is not included in the prices; it shall be separately indicated on the invoice in the statutory amount valid on the day of invoicing. The prices do not include transport, insurance or customs fees are not included either. Such expenses shall be borne by the Buyer.
2. If not otherwise agreed upon in writing, payments shall be made without deductions or transaction charges within 30 days from date of invoice.
3. The statutory provisions shall apply in cases of payment default. Provided the conditions of Sect. 353 German Commercial Code have been met, the Seller shall be entitled to charge interests after due date of 2 percentage points above the applicable base interest rate p.a., in the minimum amount, however, of the statutory interest rate of 5 percentage points p.a. as provided for by § 352 of the German Commercial Code.
4. The Buyer can only set off such debts which are undisputed or have final and binding effect. The same shall apply for the withholding of services and enforcement of liens by the Buyer.

### IV. Scope of supply and services

1. Protective devices will be supplied to the extent expressly agreed upon in writing.
2. With cost estimates, drawings and other documents the Seller reserves absolute title and the right of unlimited exploitation under copyright. They shall be treated in a confidential manner and any disclosure to third parties or use by the Buyer for his own purposes shall be subject to prior written approval by the Seller.
3. The Seller shall be entitled to provide partial services in so far as this is within reason for the Buyer.

### V. Delivery time, default in delivery and acceptance, withdrawal from contract by Buyer

1. For delivery and/or service periods the relevant contractual agreements shall be applicable.
2. A timely delivery by the Seller implies a timely and proper fulfillment of obligations by the Buyer. This shall include the timely receipt of documents, necessary permits, clarifications and approval of plans to be supplied by the Buyer and the observance of the agreed terms of payment.
3. If the Buyer defaults in accepting the delivery of goods or culpably violates any other obligation of cooperation, he shall compensate the Seller for the losses incurred including any additional expenses. In case of default in acceptance or storage at the Buyer's request the Seller shall be entitled to charge storage fees amounting to 0.5 % per month of the net amount of invoice. This shall also be applicable for storage at third party's premises. The payment shall be higher or lower when the Seller provides evidence of higher cost or the Buyer furnishes proof of lower cost. The Seller shall have the right to take out on the Buyer's account an insurance policy for the goods for the storage period. Any further claims by the Seller shall remain unaffected.
4. To the extent the conditions of subsection 3 have been met, the risk of accidental damage or accidental deterioration of the goods shall be transferred to the Buyer at the point in time that the Buyer defaults in accepting the delivery or fails to perform contractual obligations.
5. An agreed period shall be considered observed when the consignment ready for service has been dispatched or picked up within the agreed delivery or service period.
6. In case of default in delivery the Buyer shall have the right to withdraw the order (but not to withdraw from the general contract, in so far as one exists) only if following successful written reminder the delivery is not made within 14 days and if such default is to be attributed to the Seller.
7. On Seller's request the Buyer shall immediately give notice whether he withdraws from the contract due to default in delivery to be attributed to the Seller or whether he insists on delivery.

### VI. Notice of defect

1. The Buyer shall thoroughly check the goods immediately after receipt. He shall randomly test the delivered goods prior to use, especially their serviceability. In case delivery deviates from the order, written notification shall be given to the Seller within one week (receipt by Seller) after receipt of goods. If despite thorough examination, a defect is found after the goods have been put into contractual use, the Seller shall only be liable when such defect is immediately notified upon being determined.

2. In the case a defect is present, the Seller shall have at his discretion the right of subsequent specific performance in the form of remedy of defect or delivery of new goods free of defects.
3. If the Seller is not willing to render subsequent specific performance or unable to do so or subsequent specific performance fails for other reasons, the Buyer shall be entitled to either withdraw the order (but not from the general contract, in so far as one exists) or to reduce the payment due to the Seller.
4. The Buyer's right to assert claims due to defects or consequential damage shall become statute-barred, except in case of subsections VII.1, VII.2, and VII.4 and subject to other contractual agreements, after 12 months. This period shall begin at the time of transfer of risk. If an acceptance has been agreed, such period shall begin with the date of acceptance. For claims in tort and those based on fraudulent behavior by the Seller the legal guarantee period shall remain unaffected.

### VII. Claims for damages

1. The Seller shall be liable for any damage to the life, body or health of a person arising out of deliberate or negligent breach of duty by the Seller, his legal representatives or agents.
2. He shall also be liable for damages to the extent such damage was caused intentionally or by gross negligence by the Seller, his legal representatives or agents.
3. The Seller shall be liable in case of culpable breach of major obligations under contract - except for the cases of subsections 1 and 2 - for damage only which is typical for the contract and is reasonably foreseeable.
4. Any claims for damages based on mandatory liability according to the German Product Liability Act shall remain unaffected.
5. Any further damage compensation claims of the Buyer, irrespective of legal grounds, shall be precluded. This shall also be applicable for activities of the Seller's employees, personnel, representatives and agents. No liability can be accepted for damage other than that to the delivery item itself.

### VIII. Reservation of title

1. Until payment of all debts (including all receivables from current account) due now or in future to the Seller from the Buyer for any legal ground, the Seller shall be granted the following securities which he will release at his choice on request to the extent their value exceeds the debts by more than 20 %.
2. Processing or reshaping of the delivery item by the Buyer will always be done for the Seller as the manufacturer. If the item of delivery is processed or connected with other items not belonging to the Seller, the Seller shall become a co-owner of the new item at the proportion of the value of the delivery item (final amount of invoice including V.A.T.) to the other processed items at the time of processing. If processing is such that the Buyer's item is to be seen as the main item, it shall be considered agreed that the Buyer assigns to the Seller a proportional co-ownership in the above mentioned sense.

The Buyer shall keep for the Seller the thus produced sole property or co-owned product free of charge. Goods which the Seller holds a title to shall be referred to as reserve goods.

3. The Buyer shall be entitled to process and sell such reserve goods in an orderly transaction. Any pledging or transfer by way of security is inadmissible. Any debts arising out of the resale or any other legal ground (insurance, tort etc.) with respect to the reserve goods (including all receivables from current account) shall be assigned by the Buyer to the Seller now already for security purposes, up to the outstanding invoice value or current account balance including any default interests. The Seller shall accept such assignment. The Seller shall authorize the Buyer revocably to recover in his own behalf the debts assigned to the Seller for his invoice. Such direct debit authorization can only be revoked when the Buyer fails to honor his obligations of payment.
4. In case of access by third parties to the reserve goods the Buyer shall refer to the Seller's property and notify the Seller immediately. To the extent the party is unable to compensate the Seller for any legal and out-of-the court costs of a legal action as per Sect. 771 German Code of Civil Procedure, the Buyer shall pay for the losses incurred.
5. In case of default in payment the Buyer shall hand over to the Seller upon the Seller's request an up-to-date list of all claims assigned as per subsection 3 with an amount which comes up at least to the Seller's accounts receivable.

### IX. Final provisions

1. The above constitutes the entire agreement and no further oral promises have been made. All changes to this contract shall be made in writing for legal reasons.
2. If one or several of the above provisions is/are wholly or partially invalid, illegal or incapable of being enforced by law all other provisions shall remain in full force and effect. In case of ineffectiveness or unenforceability such provision shall be replaced by an effective one so as to enforce the original intent or economic purpose to the closest extent possible. Correspondingly, this shall also apply if the above provisions contain a unintended loophole in regulations.
3. The contractual relationship shall be based on German law exclusively.
4. For any disputes arising directly or indirectly out of this contractual relationship the court at the place of the Seller's head office shall have exclusive competence.