

GENERAL TERMS OF SALE AND SUPPLY

1. General The following terms exclusively apply for all our offers, sales and supplies. The customer complies with this to the full extent by placing an order. Deviant terms do only apply, if especially agreed and confirmed by us in writing. By changing individual terms, the remaining ones are not being affected. The customer's condition of purchase do not commit us, even if we do not explicitly object to it. Rights and duties according the sales contract must not be vested to others without our explicit consent. Unless otherwise agreed, these terms apply for the entire current and future course of business, even though these terms are not especially referred to within an existing business connection.

2. Offers Offers are always subject to change, even if not especially agreed.

3. Orders Orders are only considered as accepted, when they have been confirmed by us in writing. Is an immediate supply carried out, the invoice is also classified as the confirmation of order.

4. Prices Our prices are subject to change and apply ex point of delivery Bobingen, excluding packing, postal charges, freight, other shipping costs, insurance, customs and installation. As far as it is legal, we are entitled to adequately raise our prices, if - between order and supply - wage costs, prices for raw material, freight charges, taxes, customs, fees or other expenses increase, or if new costs are taking effect. If there is a time span of more than 6 months between ordering date and delivery, we are entitled to effect an increase in prices and costs of 3%, without proof. The calculation is influenced by the number of pieces determined by us.

5. Delivery The delivery time is, with the duly indication of the readiness of dispatch, regarded as maintained, when the dispatch is, without our fault, impossible. Partial deliveries must not be rejected by the customer. An obligation to maintain agreed delivery times can only be assumed provided that the course of production is undisturbed. The consequences of force majeure, operational disorder, strike, lockout, official measures, lack of raw and auxiliary materials at the time of production and other unforeseen circumstances concerning us or our customers authorize us to cancel our vendor liabilities entirely or in part. The noncompliance of confirmed delivery dates does not entitle to claim damage compensation or to cancel orders. We are authorized but not committed to a subsequent supply of the missing quantity of goods. Claims for damages due to noncompliance or late compliance are excluded. The risk is at the Buyer's when the goods leave the stock in Bobingen or on notice of the readiness for dispatch. The choice of the route of transport or the means of transport is made, if not stipulated otherwise, to the best discretion without any liability for most economical or quickest dispatch. The dispatch is always at the buyer's risk - even when the freight is prepaid and in the case of the reservation of title. The packing is carried out to our discretion, as far as not otherwise agreed. Product changes because of technological advance remain reserved. Concerning products which are not in stock, we reserve the right to underdeliver or overdeliver the requested quantity by up to 10%.

6. Complaints Claims because of weight, quantity, quality or specification of the products can only be taken into account, as far as not abolished by our conditions of sale, if we are informed about it in writing immediately on detection, but not later than eight days after the receipt of the products at the place of destination. Defects, which can not be detected within this time limit even after due diligence, have to be instantly be indicated after they have been detected.

7. Liability for defects 7.1 All parts have to be repaired gratuitously or newly delivered at equitable discretion of the supplier which turn out to be useless because of defective construction, unsound building materials or inadequate implementation - or severely impaired concerning serviceability - within 6 months from delivery due to a factor before the transfer of perils. The supplier has to be immediately informed about the discovery of such defects in writing. Replaced parts become property of the supplier. In case of a delayed delivery without the supplier's fault, the liability expires not later than 12 months after the transfer of perils. The supplier's liability for important third-party products is limited to the assignment of the liability claims which he is entitled to against the supplier of the third-party product. The warranty period is one year from date of supply. 7.2 The buyer's right to assert claims because of defects expires in all cases from the moment of the timely objection in 6 months, but not before the expiration of the warranty period. 7.3 Warranty is not assumed for damages, which occurred due to the following: inadequate or incorrect use, faulty installation, wear and tear, incorrect or careless treatment, inadequate operating materials, substitute material, poor construction work, chemical, electrochemical or electrical influences, as far as not resulted from the supplier's fault. 7.4 The buyer has to give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which seem to be essential according to equitable discretion, regarding the agreement with the supplier, otherwise the supplier is exempt from the liability from defects. 7.5 The supplier bears all expenses for the repairs or the replacement delivery, if the objection turns out to be legitimate. Otherwise the buyer bears the costs. 7.6 The warranty period for the replacement and the repair is three months, but it is valid at least until the expiration of the original warranty period for the delivery item. 7.7 If the buyer or a third party makes inappropriate alterations or repair works without prior consent of the supplier the liability for the consequences resulting from that is void. 7.8 Further claims of the buyer, especially the claim for damages, which have not occurred at the delivery item itself is excluded, if legitimate. 7.9 In case defects appear, the buyer is obliged by our request to have it recorded by a neutral specialist. If the buyer does not give us or our presuppliers the opportunity to check the identity of the rejected goods or indicated defects on the spot, if he does not provide us immediately with samples on request, if he does not stop processing of the goods promptly after having detected the defects, or if he does not refrain from intermixing our products with products from other suppliers - and this until we or

our presuppliers explicitly release the products - all warranty claims lapse. As long as the buyer does not comply with his contractual obligations (complete payment of the purchase price) we are not committed to any warranty.

8. Application-technological advice Only the buyer is responsible for application, use and processing of the purchased goods. The verbal and written application-technological advice by the supplier is only to be regarded as a nonbinding note, even with reference to possible property rights of third parties, and it does not excuse the buyer from checking the products if they are appropriate for the intended processes and purposes. Should a liability of the supplier still be considered, it is limited to the value of the respectively supplied products. For the storage of elastomer products DIN 7716 applies (2.75).

9. Reservation of title Property title is only then transferred to the purchaser when the latter has paid all his obligations from the existing business relationship. The acceptance of bank transfers or cheques is then only deemed as purpose of payment but the property title to the respective object of purchase is only assigned to the purchaser with the final settlement of debt. Payment by cheque with the justification of a financing relationship by means of bill of exchange is not deemed to be settlement of the purchase price. If the goods supplied are or a part of the goods supplied is then installed in another object, the reservation of title is not extinguished; on the contrary, the co-ownership of the new object proportionate to value is agreed. The purchaser has the right to process further or to sell in the normal course of business all goods supplied with reservation of title. On the other hand, he may not pledge the goods or assign these as security. In the case of further sale or further processing the purchaser hereby assigns to us all claims from the further sale including all secondary rights to the third party to the amount of the invoice with the authorization of a proportionate entitlement. Insofar as the purchaser himself collects the assigned claim, this is under the terms of a trust basis. The amounts collected are to be transferred to us immediately. At our request, the purchaser undertakes to disclose the assignment to the secondary purchaser and to provide information for the enforcement of our rights against secondary purchasers. The purchaser must notify us immediately of any seizure or any impairment of our rights by third parties. The purchaser is entitled to demand release or securities if the realizable value of these exceeds 20% of the claims to be secured. In the event that the secondary purchaser does not pay immediately in cash, the purchaser shall reserve for us the right of extended property.

10. Payment Net payments shall be transferred to our invoicing center within 30 days of the date of invoice and without deductions of any kind. The purchase price however is due immediately if the purchaser has other outstanding payments to be made to our company, or if we become aware of the uncertainty of the assets situation of the customer in terms of bankruptcy proceedings, judicial or extra-judicial composition applications, exchange rate or check protests, seizure proceedings or loss of security or other similar occurrences as set forth in § 321 BGB (Federal German Civil Code). In such a case we are entitled to undertake outstanding deliveries solely on the basis of payment in advance or to withdraw from the contract. Payment by bank draft requires specific consent. Bank drafts and cheques are accepted only with the reservation of settlement and are then only valid from the time of redemption as cash received. Bank charges shall be remunerated in cash. If the target date of payment within 30 days is exceeded a reminder will be sent out immediately and default interest must be paid to the amount of the currently valid bank interest rates for overdrawing. The purchaser is not entitled to retain any payments on the grounds of a possible counterclaim nor to offset against such possibilities.

11. Drawings and Moulds Drawings, documentation and draft designs from our company shall not be made accessible by the recipient to third parties. Contraventions are subject to full compensation. Drawings and documents sent with our quotations shall be returned to us immediately by the recipient if an order is not placed. Common languages for documentation (including but not limited to assembly instructions and installation guides), drawings and draft designs are German or English. For additional languages an individual translation can be prepared, at purchaser's expense. Moulds which we produce or which are produced on our behalf remain our sole property even if these are invoiced proportionately to the customer. Von uns oder in unserem Auftrag hergestellte Formen bleiben unser Eigentum, auch wenn sie dem Abnehmer anteilig berechnet werden.

12. Compliance with Export Control Regulations The purchaser is made aware of the fact that it is compulsory and his sole responsibility to abide by the export control regulations of the Federal Office of Economics and Export Control in Germany, the "Bundesamt für Wirtschaft und Ausfuhrkontrolle" (BAFA). These regulations and further information can be found on www.bafa.de.

13. Place of performance and place of jurisdiction Place of performance for deliveries and payment is Augsburg. Place of jurisdiction for all disputes arising from this contractual relationship is Augsburg. The contractual relationship of ordering party and supplier is subject to the law of the Federal Republic of Germany with the exclusion of UN purchasing law (CISG).

14. Part invalidity The purchase or supply agreement and these conditions remain in force even in the case of any invalidity in law relating to individual provisions.

Bobingen, Januar 2012 Seal Concept GmbH Dichtungen und Hydraulik