

General Terms and Conditions of Purchase

of Trade Fixtures GmbH and its affiliated companies

1. General

- a) The general terms and conditions of purchase of Trade Fixtures GmbH (hereinafter "Trade Fixtures Europe" or "we"/ "us") shall apply exclusively. Terms and conditions of the supplier, which are opposed to or supplementary or otherwise deviate from our terms and conditions of purchase shall not apply, even if we do not contradict their application in the specific case. The unconditional acceptance or payment of a delivery shall not constitute an acceptance of opposed, supplementary or otherwise deviating terms and conditions of the supplier.
- b) Contractual agreements between us and the supplier shall be in writing. Legally relevant, unilateral declarations and notifications of the supplier (e.g. setting of a deadline, warning notice, revocation of contract) shall also require written form. The amendment of the requirement of written form shall require written form itself.
- c) Our general terms and conditions of purchase shall only apply vis à vis suppliers, who are entrepreneurs according to section 14 of the German Civil Code.
- d) Our general terms and conditions of purchase shall also apply to all subsequent transactions with the supplier, without us having to refer to them again in each individual case.

2. Offers/Orders, Documents

- a) As far as our offers/orders do not explicitly contain a different binding period, we shall be bound to our offers for a period of 14 days from the date of the offer. The supplier's order acceptance must be received within the aforesaid timeframe. Delivery calls in the context of an order and call schedule of a framework contract shall become binding for the supplier if he does not reject the call within three working days upon its receipt.
- b) Offers made by the supplier shall be binding and free of charge unless expressly agreed otherwise. This shall also apply to cost estimates. If not expressly agreed, we shall not accept any costs incurred with visits, planning or any other advance services provided by the supplier.
- c) We reserve the ownership and copyright in all figures, drawings, calculations and other documents which we provide to the supplier. They shall only be made available to third parties with our prior written consent and shall only be used for the purpose of processing our request/order. They must be returned immediately upon our written request. Documents shall be returned to us immediately and provided data shall be deleted, if the supplier does not accept our order within the timeframe stipulated in section 2 a).

3. Subcontractors

- a) The supplier shall bear liability for the deliveries/services of his suppliers like for his own deliveries/services as long as they are his vicarious agents. This shall apply in particular if the supplier is obliged to produce the delivery/service.
- b) The assignment of subcontractors by the supplier or the transfer of orders to a third party is subject to our prior written consent and any breach of that provision shall entitle us to revoke the contract or to terminate the contract without notice and - in the event the supplier is responsible for this breach of duty - to claim damages.

4. Delivery, default

- a) The delivery dates and periods stated in our offers/orders shall be binding to the supplier. If the delivery period is neither stated in the order nor otherwise agreed upon, it shall be 2 weeks from the conclusion of the contract. In order for deliveries to be in time, they must arrive at the receiving point indicated by us within the respective delivery period (in case of contracts to produce a work the work must be delivered within the delivery period at a state ready for acceptance). Early deliveries shall be impermissibly. In case of an early delivery we reserve the right to return the delivery at the supplier's expense. If we do not return the early delivery, the goods will be stored at the supplier's expense and risk until the agreed delivery date.
- b) In the event of an expected delay the supplier shall promptly notify us in writing stating the reasons of the delay and the estimated length of the delay. Our right to revoke the contract or to claim damages shall remain unaffected.
- c) In the event of default a contractual penalty in the amount of 0.5 % of the order value shall accrue for each started week, but restricted to a maximum of 5 % of the order value. We may claim the contractual penalty in addition to the fulfillment of the contract and as a minimum compensation in accordance with the statutory provisions. The right to claim further damages shall remain unaffected. If we accept the delayed delivery, we shall claim the contractual penalty by the time of the final payment at the latest. The contractual penalty shall be offset against our damage claims.
- d) The acceptance of a delayed delivery/service without reservation shall not in any way constitute a waiver of our contractual and/or statutory claims due to the delayed delivery/service. With regard to the contractual penalty the preceding section c) shall apply.
- e) We shall only accept partial deliveries provided that these have been agreed on explicitly. In case of an agreed partial delivery, the remaining quantity to be delivered must be specified by the supplier. In case of excess deliveries exceeding a customary amount, we reserve the right to return the excess goods at the expense of the supplier.
- f) The supplier may only claim not having received essential documents from us provided that he sent a written warning setting a deadline and that we did not send the documents on time.
- g) Subject to the condition that we informed the supplier of the intended use of the deliveries/services or that the intended use is obvious to the supplier, the supplier shall be obliged to immediately inform us in case the deliveries/services are not suitable for such intended use.

h) The supplier is obliged to give us detailed notification in writing of any changes in the quality of the ordered goods, in particular regarding the processed material or the constructive design compared to previous deliveries/services of such goods. Such changes are subject to our prior written consent. Without our prior consent to the changes in quality the deliveries/services shall be deemed defective due to these changes and we shall be entitled to claims for defects. We also reserve the right to claim damages due to the failure to notify us of the changes.

5. Force majeure and other unforeseeable circumstances

a) Circumstances which were unforeseeable when placing the order but which lead to the acceptance of the delivery/service being impossible to us, shall release us from our obligation to accept for the period and to the extent of their effects in case we are unable to prevent such circumstances by reasonable means.

b) Force majeure, being events like natural disasters, labour disputes, riots, warlike or terroristic conflicts, shall release the affected party from its performance obligation for the duration of the disturbance and to the extent of its effect. The parties are to a reasonable extent obliged to immediately provide necessary information to the other party and to adapt their obligations to the change in circumstances in good faith.

c) We shall be completely or partially exempted from the obligation to accept the ordered delivery/service and shall be entitled to revoke the contract to the extent that, taking commercial aspects into account, the delivery/service is no longer exploitable by us due to the delay caused by force majeure.

6. Shipping / passing of risk

a) Delivery shall be made to the place of destination as specified in the order. If the place of destination is not specified in the order and not otherwise agreed, delivery shall be made to our registered office at Carl-Leverkus-Straße 15, 40764 Langenfeld. The place of destination shall also be the place of performance ("Bringschuld").

b) Direct deliveries to our customers are subject to our prior consent and have to be effected in our name. We shall be notified of the shipment to a customer on the date of the shipment.

c) Partial and remaining deliveries must be designated as such in the shipping papers. Additional costs due to a partial delivery shall be borne by the supplier, unless partial delivery had been agreed on.

d) Unless agreed otherwise, shipment within Germany is free of charge. Shipping and packaging costs (including insurance costs), assembly and installation costs, customs, fees, taxes and other tributes shall be borne by the supplier.

For pricing ex works or ex warehouse, shipment shall be done at the lowest possible cost, insofar as we have not requested a particular shipping method. General cargo has to be delivered by Deutsche Bahn AG, unless delivered by the supplier's own vehicles. We reserve the right to issue routing orders. Additional costs caused by the non-observance of shipping or packaging instructions or by a necessary express delivery shall be borne by the supplier.

e) Delivery items have to be packed and shipped appropriately whereas at least the statutory provisions of the Packaging Ordinance have to be observed. Dispatch notes, delivery notes and invoices must specify our order and position number as well as the article code respectively the account assignment.

f) The supplier shall submit all evidence (e.g. certificates of origin) necessary to obtain customs and/or other reductions (e.g. discounts/bonuses for products labeled "made in Germany"). If the origin of the goods deviates from the supplier's declaration, this must be specifically indicated on the delivery note and on the invoice stating the country of origin.

g) The costs of insuring the goods, especially of transport insurances, will not be borne by us. In case the German General Logistic Terms and Conditions (ADSp) apply, we expressly relinquish liability insurance according to the ADSp. However, the aforesaid shall not be understood as an instruction to the supplier to refrain from taking out insurance.

h) The supplier shall be liable for all costs incurred by us due to his non-compliance with the above provisions or due to improper or incorrect addressing of the shipment.

i) Concerning deliveries involving installation and assembly or other work performances, the supplier bears the risk until acceptance of the work; concerning other deliveries the supplier bears the risk until the delivery arrived at the receiving point indicated by us.

7. Invoices, prices and payment terms

a) The prices specified in our order are binding. All prices are to be understood plus VAT if applicable.

b) Invoices are to be submitted in duplicate separately for each order. Invoices must specify the order and position number as well as the article code respectively the account assignment. The amount of VAT must be specified separately.

c) Unless agreed otherwise, payment shall be made within 14 days with 3% cash discount, or within 30 days without deduction. The aforesaid payment period shall start upon receipt of the complete delivery and an invoice. Insofar as the supplier is required to provide test reports, quality proof documents, or other documentation, the receipt of such documents shall be a prerequisite for the completeness of the delivery. In any case the payment period shall not start before the agreed delivery date. The payment is on time when our bank receives our payment order within the payment period.

d) In case the delivery/service is defective and we are entitled to supplementary performance, we have the right to refuse payment according to section 320 of the German Civil Code. As long as we have the right to refuse performance, we shall not be in default of payment.

e) Place of performance of payments shall be the registered office of Trade Fixtures GmbH.

f) Payments shall not constitute an acceptance of the deliveries/services as being according to contract.

8. Liability for defects

a) The deliveries/services must have the agreed quality; in particular they must comply with the requirements document and other requirements such as technical standards and other provisions specified in the order as well as referenced product descriptions. The deliveries/services must comply with the codes of practice, with statutory and

official safety regulations and environmental protection regulations which are in effect in Germany or which already have been passed subject to a transitional period.

b) The supplier shall be obliged to perform an extensive outgoing goods inspection as part of his quality management. The supplier shall also be obligated to control the quality of the products delivered by his supplier.

c) Section 377 of the German Commercial Code shall apply subject to the following: Our duty to inspect according to section 377 of the German Civil Code shall be limited to defects which become apparent upon visual check (including the delivery documents) during our incoming goods inspection or during our sampling inspection to control the quality of the delivered goods. We are entitled to perform the sampling inspection according to German Industrial Standard DIN ISO 2859-1 and to refuse the entire delivery and demand supplementary performance in case the number of defective samples exceeds the stipulated limit. A notice of obvious defects shall be deemed to be in time provided that the notice is received by the supplier within a period of 10 calendar days from the date of delivery. A notice given later than that can still be deemed to be in time if, considering the circumstances, it was given without undue delay. A notice of hidden defects shall be deemed to be in time provided that the notice is received by the supplier within a period of 5 working days upon detection of the defect. A notice given later than that can still be deemed to be in time if, considering the circumstances, it was given without undue delay.

d) We shall be entitled to the statutory defect claims without restriction. By approving a sample of the ordered goods we do not waive our warranty claims. In any case we shall be entitled to claim supplementary performance, at our choice, either by the rectification of defects or by the delivery of an item free of defects. The right to claim damages, in particular damages instead of performance, is explicitly reserved.

e) If we incur additional costs due to the defective delivery/service, these costs shall be borne by the supplier in the event the supplier is at fault or negligent with regard to the defect.

f) After the expiry without result of a reasonable period specified by us for supplemental performance, we are entitled to remedy the defect ourselves or have it remedied by a third party and demand reimbursement of the necessary expenses or an appropriate advance payment, unless the supplier rightly refuses supplemental performance.

9. Limitation periods

a) The limitation period for material defects and defects of title shall be 3 years from the passing of risk unless the limitation period stipulated by the law or our contract is longer. In particular claims for supplementary performance and damages and the reimbursement of futile expenses shall become statute barred after 3 years. The expiry of the limitation period for defect claims shall be suspended upon receipt of the notice of defect by the supplier until the supplier rejects our claims or declares the defect as being remedied or refuses to continue negotiations concerning our claims.

b) In the event the supplier fulfils his obligation to supplementary performance by replacement delivery, the limitation period regarding the replacement goods shall recommence upon their delivery unless the supplier explicitly and rightfully declares that the replacement delivery solely is a gesture of goodwill or is done to avoid dispute.

10. Spare parts supply

The supplier shall be obliged to keep spare parts for a period equivalent to the anticipated life span of his delivery/service in stock, in any case for at least 5 years from the last delivery of that delivery item, and to sell them on reasonable conditions. If the supplier ceases deliveries of spare parts following expiry of the aforementioned period or if he ceases the delivery of the delivery item during this period, the supplier must give us the opportunity to place a final order, or provide us with the relevant manufacturing documents at no cost.

11. Product liability

a) The supplier shall be responsible for all claims made by third parties on the grounds of personal injury or property damage which result from a defective product delivered by him. The supplier shall be obliged to indemnify us from such claims on first request. The supplier shall also be obliged to reimburse all costs incurred with a product recall campaign we have to initiate due to the defective product. As far as possible and reasonable, we shall inform the supplier of the content and scope of the product recall campaign and shall give him the opportunity to comment.

b) For the duration of our contractual relationship the supplier shall be obliged to maintain a product liability insurance covering at least a sum of €5 Mio. for each case of personal injury/property damage. In case we can claim greater damages, such claim shall remain unaffected. At our request, the supplier shall be obliged to provide a copy of the product liability insurance policy as well as evidence of payment of the insurance rates.

12. Industrial/intellectual property rights and any other rights of third parties

a) Subject to the following the supplier shall guarantee that the delivered goods do not infringe on third party rights in the European Union or in any other country, in which the supplier manufactures these products or has them manufactured, are violated in connection with the supplier's delivery.

b) The supplier shall be obliged to indemnify us from any claims asserted by a third party due to an infringement of industrial property rights or other third party rights, and to reimburse our expenses in connection with such claims, provided that the claims result from a breach of duty of the supplier he is responsible for. We shall notify the supplier immediately in the event of any claims being asserted.

13. Ownership of items provided by us

a) All models, samples, manufacturing facilities, tools, measuring and testing equipment, supplied material, drawings, works standard sheets, printing templates and the like provided by us, shall remain our property and shall only be used by the supplier to fulfill our orders. As far as the supplier produces manufacturing facilities and tools on our behalf, the supplier shall store such manufacturing equipment at his own expense with the due care and diligence of a prudent business person separately from other items in his possession, shall clearly label them as our property and

shall only use them to fulfill our orders. The costs for care, maintenance and partial renewal of the manufacturing equipment, which have been provided by us or manufactured on our behalf, shall be borne by the supplier. The manufacturing equipment shall only be modified with our prior written consent. The supplier shall be obliged to return the manufacturing equipment to us at any time upon our request. During the performance of an order for which the manufacturing equipment is required we shall however not assert our right to recover possession. Upon our request, the supplier shall insure the manufacturing equipment belonging to us against damage by fire, water and theft at his own expense, with the insured sum being adequate to cover the reinstatement value. The supplier herewith assigns his claim for compensation against the insurance company to us; we hereby accept the assignment of such rights.

b) In case material provided by us is processed or transformed by the supplier, then such activity shall be deemed to be performed on our behalf. In this respect we shall be considered the manufacturer. In any case it is hereby agreed that the supplier shall transfer ownership to us regarding the goods newly created in that process. In the event material provided by us is processed with other material not belonging to us, we acquire a co-ownership share in the newly created goods. Our co-ownership share reflects the value ratio between our material (purchase price plus value added tax) and the other material processed. In any case it is hereby agreed that the supplier shall assign to us a co-ownership share regarding such goods newly created in that process.

c) In case material provided by us is inseparably intermixed or mingled with other material not belonging to us we acquire a co-ownership share in the newly created goods. Our co-ownership share reflects the value ratio between our material (purchase price plus value added tax) and the other material processed. If intermixing or mingling takes place in such a manner that the material not provided by us is deemed to be the main material, it is hereby agreed that the supplier shall transfer co-ownership to us regarding the newly created goods on a pro rata basis. The supplier shall keep the goods (co-)owned by us safe on our behalf.

d) Insofar as the value of our security rights exceeds the purchase price of all unpaid goods to which title is retained by more than 20 percent, we shall be obliged to release security at our discretion upon request of the supplier.

e) In the event the supplier uses items according to section 13 a) which were provided by us unauthorized which means for purposes other than to fulfill our orders, we shall, without prejudice to other rights, be entitled to revoke or terminate the contract and, in the event the supplier is at fault or negligent, to claim damages.

14. Non-disclosure/ prohibition of references

a) The supplier shall be obliged to keep all information provided by us, whether they have been provided in writing or orally or embodied in the items/documents made available to him, in strict confidence and to not disclose them to any third party without our written consent. This obligation to maintain confidentiality shall remain in force even after termination of the contract. The obligation shall cease if and insofar the manufacturing knowledge included in the information disclosed has become common knowledge.

b) Referring to our business relationship for advertising purposes is only permitted with our express consent.

c) The supplier shall impose the obligations according to paragraphs a) and b) above on his subcontractors as well

15. Assignments of claims/offset

- a) The assignment of the supplier's claims to a third party is subject to our written consent.
- b) The supplier is only permitted to offset against claims which are undisputed and/or have been confirmed by a legally binding court decision.

16. Extended possibility to offset

We shall be entitled to offset claims of Trade Fixtures GmbH or of affiliated companies in the meaning of section 15 of the German Stock Corporation Act against claims of the supplier.

17. Final provisions with respect to jurisdiction and applicable law

- a) The laws of the Federal Republic of Germany shall exclusively apply. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- b) The English translation of our general terms and conditions of purchase only serves as a courtesy translation. With regard to the content and for the interpretation of our general terms and conditions of purchase as well as in case of discrepancies between the German and the English version thereof, the German version shall prevail.
- c) The place of jurisdiction shall be at our choice either the registered office of Trade Fixtures GmbH or the competent court at the supplier's registered office.
- d) We point out that personal data relating to the supplier will be stored by us within the scope permitted by law.
- e) The ineffectiveness of individual provisions of these general terms and conditions of purchase shall not affect the effectiveness of the remaining provisions. In this event, the parties undertake to replace the ineffective provision by a valid provision that most closely approximates the economic intent of the ineffective provision.