

TERMS AND CONDITIONS OF PURCHASE

of WashTec Cleaning Technology GmbH (hereinafter "WashTec") as of February 2009

1. Scope

The following Terms and Conditions of Purchase shall apply to all orders of WashTec unless stipulated otherwise in the single contract.

Any deviation from these Terms and Conditions of Purchase shall not be valid unless confirmed in writing by WashTec. Any deviating terms and conditions of the supplier shall be binding only if WashTec has accepted such terms in writing.

2. Offers, Orders, Confirmations

2.1 Offers shall be issued free of charge.

2.2 Orders of WashTec shall be legally binding only if executed in writing.

2.3 If an order is not confirmed by the supplier within three working days following dispatch, WashTec may withdraw the order.

2.4 The supplier has to advise WashTec of any deviation in the confirmation from the specifications of the order without undue delay. Deviations from the order are only valid if advised in writing and approved by WashTec in writing. Acceptance of delivery shall in no case be construed as an approval.

3. Rescission

If, after the order has been placed, the economic situation of the supplier changes substantially, or if events constituting force majeure or any other unforeseeable events arise as a result of which WashTec would no longer be interested in implementing a delivery agreement which it had since executed, then WashTec shall have the option either to rescind the agreement or to extend the agreed delivery period. In the event WashTec exercises these rights, the supplier will not be entitled to assert any compensatory damages claim against WashTec.

4. Delivery, Contractual Penalty, Passage of Risk

4.1 Any agreed delivery dates are binding. Deliveries are deemed to have been made in a timely fashion if the agreed delivery quantity (including all necessary documentation) is made at the stipulated point of receipt on the agreed delivery date. If it becomes necessary, the supplier shall prove that delivery was effected.

4.2 As soon as the supplier concludes that it will not be possible to effect delivery on the agreed date, it shall inform WashTec thereof and state the reasons and the estimated length of such delivery delay. Following expiration of the delivery date, WashTec may in any case set a reasonable grace period, and in the event such grace period is not observed, may rescind the agreement.

4.3 In the event of delay of delivery, WashTec shall be entitled to charge a contractual penalty amounting to 0.2% of the net order value per day, but not exceeding 5% of the net order value in total. Further statutory claims of WashTec, e.g. claims for compensatory damages, shall remain unaffected thereby. Penalties which have been paid will however be set off against damages claimed. The supplier may prove that the actual damage has been lower.

4.4 Unless agreed otherwise, the supplier shall mark the goods so that they may be permanently recognised as its own products. The overall appearance of the end product shall not be affected thereby. WashTec must be consulted regarding the type and manner of such marking.

4.5 Unless otherwise agreed, delivery shall be effected DDP Augsburg (Incoterms 2000) respectively free stipulated point of delivery, including packaging, shipping and other costs. The risk shall pass to WashTec upon acceptance of the goods at the agreed place of performance.

4.6 Each delivery shall be accompanied by a delivery note. The delivery note shall contain at least the following information:

- WashTec item-number and -description,
- quantity delivered
- order-number and -date,
- delivery address.

4.7 On the day of dispatch of the goods, a dispatch note shall be sent to WashTec, containing the above information and stating name and address of the carrier.

5. Prices, Terms of Payment

5.1 The agreed prices shall be exclusive of the statutory value added tax. Any price increases are subject to the prior written approval of WashTec. Such increases shall enter into effect no earlier than one calendar month following such approval and shall apply only to new orders.

5.2 Invoices stating order-number, vendor-number and delivery address shall be sent in original, together with all supporting documentation, to the following address:

WashTec Cleaning Technology GmbH
Argonstr. 7, 86153 Augsburg

5.3 Unless agreed otherwise, payments will be made at WashTec's choice:

within 14 days at 3 % discount

within 30 days at 2 % discount

within 60 days net cash

counting from the day of receipt of invoice.

5.4 WashTec is entitled to set off against any purchase price claims held by the supplier any due and payable counter claims of whatever nature and irrespective of the legal basis on which they are asserted.

6. Warranties, Liability

6.1 In accordance with the applicable statutory rules, the supplier fully and unconditionally warrants the goods and services delivered.

6.2 Any payment of the purchase price by WashTec shall not constitute a waiver of its right to give notice of defects and its defence regarding a non-conforming delivery of or defects in the goods.

6.3 In urgent cases, in particular in order to avoid an impending danger or an increase in damage, WashTec may itself remedy any defects or have such defects remedied by a third party. Any costs incurred by WashTec in this connection shall be borne by the supplier.

6.4 In the event samples are used, the features of any such sample will be deemed to have been warranted. The goods delivered shall be in conformity with the sample.

6.5 WashTec shall give notice of any obvious defects as soon as those are discovered in the ordinary course of business; in other cases, WashTec shall give notice of hidden defects within 10 working days following discovery thereof.

6.6 A new warranty period shall begin for goods which have been repaired or replaced on the day of repair or replacement.

6.7 If, as a result of defects in the products of WashTec which can be attributed to goods or services furnished by the supplier, legal action is instituted against WashTec based on violations of official safety regulations or on domestic or foreign product liability regulations or statutes, then the supplier shall indemnify WashTec against any third party claims for compensatory damages. WashTec shall have this right of recourse for a period of 10 years after delivery of the goods. The supplier shall furthermore indemnify WashTec against any and all compensatory damage and warranty claims instituted by customers, insofar as such claims arise from defective goods and services furnished or from the fault of the supplier or one of its vicarious agents; this shall also apply with respect to consequential damages and costs. WashTec's right of recourse shall not lapse as long as its customers may institute such claims against WashTec. At a minimum, however, the statutory limitations shall be applied. The damages shall also include the costs of any precautionary recalls which WashTec may have instituted after having conducted a proper inspection.

6.8 The supplier agrees to maintain a product liability insurance with adequate coverage. In the event WashTec asserts more extensive damage claims, these shall not be thereby affected.

6.9 The supplier shall maintain a quality assurance program which has the appropriate type and scope and which conforms to the latest state of the art technology, and shall furnish proof thereof if so requested. It agrees to fully meet the requirements of quality specified in the contract of delivery with respect to the goods delivered, the manufacturing processes and the production of evidence. To the extent a quality assurance agreement has been concluded between WashTec and the supplier, the regulations of such agreement shall apply with respect to the quality assurance program.

7. Specimen Samples, Drawings and Industrial Property Rights

7.1 WashTec fully reserves any exploitation rights arising from its ownership and copyrights with respect to any drawings, samples, technical records and other know-how. Such items shall not be made available to third parties. The supplier shall be liable under the statutory provisions for any loss or misuse.

7.2 The supplier represents that no industrial property rights of third parties will be infringed in connection with its delivery. If any third party proceedings are instituted against WashTec based on an infringement of industrial property rights, the supplier shall be obliged to indemnify WashTec. This obligation also applies to any and all necessary expenses incurred and payments made by WashTec.

8. Data Protection

In accordance with § 28 of the Federal Data Protection Act (Bundesdatenschutzgesetz), WashTec hereby provides notice that supplier-related data received in connection with the business relationship will be processed and stored for WashTec's own internal purposes.

9. Safety, Accident Protection, Environmental Protection

The products, installations and equipment to be delivered to WashTec shall conform to the requirements of the relevant safety-, environmental protection- and accident prevention-regulations. Any and all protective

devices or equipment which are required in accordance therewith shall form part of the delivery. Upon acceptance of the order, the supplier agrees that, during the execution of the order, it shall adhere to the relevant statutory and company specific accident prevention-, environmental protection- and industrial safety-regulations as well as the generally recognised rules relating to technical safety requirements and occupational health.

10. Assignment

10.1 The supplier may not assign orders in total or significant parts thereof to third parties without the prior written consent of WashTec.

10.2 The supplier may not assign accounts receivable to third parties without the prior written consent of WashTec.

11. Trade Secret, Public Announcements

11.1 The supplier shall be obliged to treat any and all orders by WashTec and all commercial and technical details in connection with such orders as confidential.

11.2 The same shall apply to any and all information which the supplier received during the offer process, irrespective of a subsequent placement of any order by WashTec.

11.3 The supplier shall make reference to its business relation with WashTec in public announcements only with WashTec's prior written approval.

12. Code of Ethics

The supplier shall be obliged to adhere at all times to the WashTec Code of Ethics. This Code of Ethics is known to the supplier and can be downloaded from the internet at www.washtec.de. Once per year the supplier shall give WashTec written confirmation of adherence to the Code of Ethics.

13. Final Provisions

13.1 The parties are aware of the risk that, contrary to the parties' current beliefs, single or several provisions of these Terms and Conditions of Purchase may prove to be invalid or void. Also in such case the parties wish to exclude any doubt of the validity of these Terms and Conditions of Purchase. Also in the event of invalidity or voidness of single or several provisions in these Terms and Conditions of Purchase, these Terms and Conditions of Purchase shall remain valid not only in case of doubt but at all times. The invalid or void provisions shall automatically be replaced by such valid provisions which come closest to the economic purpose.

13.2 Place of performance is Augsburg, unless the order specifies a special delivery address.

13.3 Place of Jurisdiction shall be Augsburg for merchants, public legal entities and public trusts. However, WashTec may, at its discretion, also have recourse to the competent court of jurisdiction in the seller's registered domicile.

13.4 The laws of the Federal Republic of Germany shall apply. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.