

## Terms and Conditions of Purchase

### § 1 Applicability of the conditions

These Terms and Conditions of Purchase apply to orders from the following companies: Testrut (DE) GmbH, Testrut GmbH Austria, General Trading Asia Ltd. These Conditions of Purchase are the sole valid conditions for all orders in transactions with entrepreneurs. All conflicting supplier conditions are hereby expressly excluded.

### § 2 Award of contract

Contracts shall be awarded under the terms of our order forms. Verbal understandings are binding for us only when they have been confirmed in writing by us.

### § 3 Delivery, disruptions to delivery, liability for default, additional charges

The delivery deadline stated in our order is fixed. The volumes ordered for the stated deadlines must be delivered to the address stated in the order or prepared for collection as a fixed quantity. For advance, part and subsequent deliveries the deadlines must be notified separately and approved only with our prior written agreement. Delivery is free. The supplier is obligated to identify the goods on packaging and outer packaging in accordance with our instructions and without further charge. Each shipment must be accompanied by a delivery note, detailing order number, delivery address and our article number, with details of quantity and article description.

Agreed delivery, collection or shipment deadlines are fixed deadlines. If a deadline is exceeded, the supplier falls into default without any special warning letter and shall be liable for all damages caused by the default. The supplier is aware that delays in delivery may result in substantial penalties for breach of contract and claims for compensation in damages; such claims are a component of our claim against the supplier for compensation for any damages caused by the default.

Occurrences which threaten to disrupt or interfere with delivery on the part of the supplier must be notified to us without delay. If the deadline is exceeded for reasons attributable to the supplier or shipping documents are not submitted, we are entitled to charge a surcharge in accordance with the "Surcharge Catalogue", which can be consulted at [www.testrut.de](http://www.testrut.de). We reserve the right to make all further claims.

### § 4 Passing of the risk

The risk of accidental deterioration of the goods does not pass to us until the goods have been received at the specified delivery address.

### § 5 Invoicing, offsetting, right of retention

Invoices must be sent to us specifying supplier number, order number and delivery note number, together with our article number and the article description. Any one delivery note must not be charged on more than one invoice.

Our right to offsetting or to exercise rights of retention cannot be restricted. The supplier is entitled to offset with counter claims or to the exercise of a right of retention only where the counter claim is undisputed or legally binding

### § 6 Initial examination and complaints

There are no duties or obligations to inspect and give notice of defects prior to delivery in full. The supplier acknowledges that we conduct our initial inspection in due form by examining random samples in a reasonable quantity with regard to the identity of the goods and their weight, dimensions and appearance immediately upon delivery, at the latest within 14 days of receipt. We are not obligated to conduct technical function testing and other examinations. We are obligated to declare defects in the delivery without delay, at the latest within 14 days, and to declare hidden defects within 14 days of discovery.

### § 7 Liability for defects, remedying of defects

The supplier accepts liability for defects and declares that the goods exhibit no defects and comply with governmental and statutory provisions, even where the goods have been produced to special order. The supplier is liable in particular for the compliance of the goods with the applicable statutory and industrial standards required for production, distribution and use in Germany and the European Union, as well as with the most recent development and manufacturing standards in materials and technology.

The supplier undertakes to submit to us in good time the information regarding the material composition of the goods to be delivered truthfully and in accordance with Commission Regulation (EC) No. 1907/2006 (REACH) and to advise us of any discrepancies.

The goods must meet our quality requirements and specifications. Material, colour, features and workmanship must correspond to samples supplied previously.

In the event of defects, the statutory rights are open to us without restriction.

The liability period is 36 months from the passing of the risk, however at least for the statutory term.

This deadline shall be extended by the period in which supplementary performance measures are undertaken by the supplier with effect from receipt of our notification of defects until the supplier states in writing that the measure has been completed or refuses to undertake any further supplementary performance.

We are entitled at our reasonable discretion to undertake measures to remedy the defect ourselves at the cost of the supplier, in particular where there is danger in delay or a particular need for urgency.

§§ 445a, 445 b, 478, 479 BGB (German Civil Code) re. recourse against the supplier remain unaffected.

### § 8 Retention of title, assignment

The supplier is entitled to the retention of title demanded by it if this retention of title expires with payment of the agreed remuneration for the object delivered (goods subject to the retention of title) and we are authorised to sell on the goods in the ordinary course of business. As security in the case of subsequent processing and resale, instead of the retention of title we hereby assign for this case the claims due to us arising from a resale against our purchaser in the amount of the invoice value of the goods subject to the retention of title. When the claims against our purchaser in an outstanding invoice are accepted, the assignment applies to the relevant part of the balance including the final balance arising from the open account. The supplier hereby reassigns the assigned claims back to us as of this date, under the condition precedent that we pay the remuneration invoiced for the goods subject to the retention of title. We are

authorised to collect the assigned claims from the supplier. Revocation of the authorisation is valid only where we are in breach of our payment commitments.

### § 9 Socially acceptable corporate management, Minimum Wage Act

The supplier guarantees compliance with Convention No. 138 International Labour Organisation ILO of 6th June 1973 and compliance with all child labour regulations within the manufacturing state.

The supplier undertakes to comply with all the duties imposed on it by virtue of the German Minimum Wage Act or comparable statutes in other legal systems. The supplier further undertakes only to employ those sub-contractors, which have undertaken to comply with the duties incumbent on them by virtue of such minimum wage legislation. In the event of a breach, we are entitled to demand compensation for damages and to extraordinary termination of the contract without notice for good cause.

### § 10 Intellectual property rights

The supplier vouches for the fact that no third party rights shall be infringed in relation to their

delivery. The supplier is obligated to indemnify us at the first request from all claims made by third parties.

The supplier indemnity obligation applies to all expenses, which accrue to us arising from or in

connection with claims by a third party. The statute of limitations is 10 years, calculated with effect from the passing of risk for the goods at issue.

We reserve title, rights of use and copyright of images, drawings, calculations and other documents; third parties must not be given access to said documents.

### § 11 Liability, deed of release, recall, insurance

The supplier shall be liable in accordance with the legal provisions. In particular we accept no restriction on the supplier's liability.

The supplier shall deliver to us goods, which have been manufactured or procured by it.

The supplier undertakes to indemnify us in full against claims, which are raised by third parties arising from the purchase and/or use of the products supplied by us, irrespective of their legal basis, both with regard to the grounds for the claim and also the amount of the claim, insofar as it has caused the damage and - in the case of the exercise of fault-based rights - the fault can be attributed to it. This liability also obligates the supplier to reimburse necessary and reasonable expenses, which arise from the fact that the goods are not secure, in particular in the event of a recall; a possible contributory negligence by us has to be taken into account.

The supplier is obligated when we or our customer are exposed to measures from market surveillance authorities, to immediately communicate to us all the information required at its own costs and to lend every assistance, required by us or by our customer, to avert the relevant measures from the government agencies.

The supplier shall make every effort to handle claims directly with the claimant. When required in the case of justified complaints, it shall make payments on account up to the estimated full amount of the damages. It shall similarly assume any costs for legal disputes in connection with this in full.

The supplier must take out and maintain a product liability insurance policy in the usual and reasonable amount and must provide evidence of this at our request.

### § 12 Place of performance, Place of jurisdiction, Applicable law, UN Convention on Contracts for the International Sale of Goods

Place of performance for deliveries and payments shall be Wesel.

The place of jurisdiction for all disputes arising from or in connection with the assignments, including legal actions brought concerning bills of exchange and cheques, shall be Duisburg. We may, however, bring an action against the supplier in its general place of jurisdiction. The applicable law is German law.

If the supplier's registered office is located outside of Germany, the UN Convention on Contracts for the International Sale of Goods applies with the following special provisions: the supplier is liable for any culpable breach of contract including for unforeseeable damage in the case of conclusion of the contract. In the event of delivery of goods, which are in breach of the contract, we may demand a replacement from the supplier, where there exists a material breach of contract, i.e. where the goods are manufactured or distributed solely by the supplier or where it is unreasonable for us for any other reason to acquire the goods from a third party. In the event of delivery of goods, which are in breach of the contract, we may cancel the contract, where there exists a material breach of contract, i.e. where the damage is difficult or impossible to estimate, an occurrence of non-material damage has been caused, the claim for compensation in damages is excluded by virtue of Article 79 of the UN Convention on Contracts for the International Sale of Goods, in the case of continuing debt obligations, confidence in the supplier being lost in the long term or where the infringement of the contract by the goods reaches an extent such that the sale of the goods in the normal course of business is no longer possible.

### § 13 Partial invalidity

In the event that individual clauses of this contract are invalid, the validity of the remaining clauses shall not be affected. In the place of the invalid clauses, a regulation shall apply as a matter of course, which, in accordance with the meaning and purpose of the invalid clause, comes closest in law to the commercial intention of the parties.

### § 14 Prevailing German Version

The English version of these Terms and Conditions of Purchase is only made available for support purposes, and the German version shall always prevail and be exclusively binding for the interpretation.

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