

General Terms of Business Alphaform-Claho GmbH

1. Validity

1.1. For deliveries and services from "Alphaform-Claho GmbH" – hereinafter called "Alphaform" – the following general terms of business shall exclusively apply.

1.2. This shall also apply if the Customer makes Alphaform an offer or places an order on the basis of his own diverging terms of business. Divergent terms of business of the Customer which Alphaform has not expressly agreed to shall not become part of the contract even if not expressly rejected by Alphaform.

2. Closing contract, content of contract

2.1. An order shall only be valid when placed in binding form and when Alphaform has confirmed this in writing.

2.2. The contents of the contract are based on the offer made by Alphaform and Alphaform's confirmation of the binding order. Changes, additions and side agreements shall only be binding if confirmed in writing by Alphaform unless they were made with a legal representative of Alphaform.

2.3. Any documents (pictures, drawings etc.) belonging to the offer and technical data in them or in the offer (weight, measurements etc.) as well references to Alphaform's or other norms and patterns (DIN norms etc.) are only approximately decisive and shall not be deemed guaranteed characteristics unless expressly assured as such.

2.4. Alphaform retains the title and copyright to any drawings, drafts, descriptions and similar documents. Without Alphaform's written consent these documents shall not be accessible to third parties. These documents shall be immediately returned to Alphaform upon demand.

3. Prices, terms of payment

3.1. Only the € prices in the offer shall apply plus the value added tax required by law to the respectively current amount. The prices are to be understood ex works Alphaform including any packaging costs. Postage and other additional costs are to be born by the customer.

3.2. Payments are due within 30 days of invoicing at the latest in cash without any deductions. Any acceptance of bills of exchange or cheques will be credited net to the customer's account, costs for discount or collection shall be born by the customer.

3.3. If any serious doubts as to the customer's ability to pay arise after an order is placed, the consequence will be that all claims by Alphaform with respect to the customer will fall due with immediate effect. In addition, Alphaform is entitled demand security or rescind the contract.

4. Withholding rights, setting off counter claims, cession

4.1. The customer may only invoke withholding right for counter claims based on the same contract. Beyond this, commercial withholding rights against Alphaform for any reason whatsoever shall not be allowed.

4.2. The customer shall only be entitled to set off recognised or final counter claims against Alphaform's claims.

4.3. The customer's rights may only be ceded to a third part with Alphaform's consent.

5. Default, impossibility

5.1. If a definite period has been agreed upon for Alphaform to fill an order this period begins with the order confirmation on the part of Alphaform but not before receipt of all documents, permits, clearances and other information needed from the customer for finishing the job.

5.2. If Alphaform should be hindered with the completion of the order on time by unusual circumstances like energy shortage, traffic disturbances, strikes, lock outs, unexpected technical difficulties or other disturbances in acquisition,

fabrication or delivery that lie beyond Alphaform's responsibility and a significant effect on its completion can be evidenced the period for completion is lengthened corresponding to the time from the hindrance's beginning to its end. This shall also apply if such hindrances occur at Alphaform's suppliers or subcontractors.

5.3. If due to minor negligence Alphaform is responsible for not fulfilling the contract the customer shall be entitled to either rescind the contract after setting a reasonable grace period for completion or claim damages from Alphaform for up to 0.5 % per week of the contractual remuneration to a maximum of 5 % of this remuneration, further damage claims are excluded. Similarly, the customer's rights are limited to rescinding contract or claiming damages from Alphaform for up to a maximum of 5 % of the contractual remuneration per damage case if the delivery owed becomes impossible for Alphaform in whole or in part due to minor negligence on the part of Alphaform.

6. Transfer of risk

The risk of delivery and remuneration transfer to the customer at the latest when the object of contract or the partial deliveries of single parts of the object of contract leave Alphaform's plant, and even then if Alphaform has assumed responsibility for further services like transport, setting up, mounting or commissioning the object of contract.

7. Warranty

7.1. In consideration the fact that producing generative prototypes at the current state of technology cannot always meet the degree of exactness of conventional production methods, defectiveness of a generative prototype produced by Alphaform for not meeting binding measurements or weights can only be assumed when diverging considerably from what can be attained in the technology of generative prototypes.

7.2 The products which are the object of the contract are prototypes that serve for visualization and testing purposes, but not – insofar as no other express written agreement occurs – to be able to satisfy the qualitative requirements placed on production products.

7.3. If in the course of fulfilling an order Alphaform makes data and particularly 3-D data available for the customer, Alphaform shall only be liable for the correctness of the data if this has been expressly guaranteed in writing by Alphaform. Beyond this no liability is assumed by Alphaform if the loss or defectiveness is due to the exchange of the data. The customer bears the burden of proof the loss or the defectiveness of the data is not due to data exchange.

7.4. To the extent that Alphaform enters or installs data in the customer's electronic data processing or otherwise places software at his disposal Alphaform warrants that the data/programs/software are free of virus that can be found by the current virus hunting programs available in trade. Liability for virus beyond this is excluded.

7.5. If the object of contract delivered by Alphaform proves to be defective or lacking guaranteed characteristics Alphaform is obligated to get a replacement within a reasonable period of time or to improve it. If the defective object is then neither properly replaced nor improved the customer may choose to declare its rescission of the contract (cancellation of sale) or to demand that the price be discounted.

7.6. If a characteristic guaranteed by Alphaform is lacking in the object of contract the customer can claim damage compensation for non-fulfilment instead of rescinding the contract (cancellation of sale) or claiming a price discount. Compensation for consequences of defects especially like loss of production or damage to machines is, however, excluded unless the guarantee was to prevent just such

consequential damage or Alphaform's non-fulfilment was the result of intention or gross negligence.

7.7. The customer in commercial business is obligated to inspect the object of the contract immediately upon receipt and report all recognisable defects to Alphaform in writing within 10 days of its arrival, unrecognisable defects within 10 days of their discovery. If the customer fails to do this all claims for warraanty shall be excluded.

8. General limitation of liability

As far as these general terms of business or any agreements between Alphaform and the customer do not allow for the contrary, all liability on the part of Alphaform for damage compensation to the customer in the form of money is limited to the maximum amount of € 25,000.00 unless intention or gross negligence on the part of Alphaform is shown.

9. Reservation of title

9.1. Delivered objects remain Alphaform's property until payment of all of Alphaform's claims from the business relation with the customer at the time receipt are paid.

9.2. The customer shall only be entitled to resell the objects under this reservation of title when prior permission has been granted by Alphaform.

9.3. If the reserved title is dissolved because of resale or further processing the customer herewith anticipatorily cedes all rights and claims arising from this for him to Alphaform.

9.4. If the objects under this reservation of title are subject to distraint or seizure by third parties the customer is obligated to immediately inform Alphaform. Eventual costs of intervention are to be born by the customer.

9.5. By default of payment on the part of the customer Alphaform shall be entitled to repossess the objects under this reservation of title after reminder of payment due and the customer is obligated to hand them over to Alphaform.

10. Confidentiality

Both Alphaform and the customer are obligated to most strictly guard the confidentiality of the other's technical and business secrets they learn of in the course of fulfilling the order.

11. Closing stipulations

11.1. The legal relationship between Alphaform and domestic as well as foreign contract partners shall be exclusively subject to the substantive law of the Fed. Rep. of Germany.

11.2. In commercial trade the place of fulfilment for deliveries, services and payments shall be Munich Germany.

11.3. Further, in commerce the court of venue for all eventual disputes shall be Munich.