

General conditions of purchase

of the Alphaform Group for the companies Alphaform AG and Alphaform Claho

1. Validity

1.1 These conditions of purchase apply to all the business transactions of the Alphaform Group (in the following called "Alphaform") with other suppliers or other contractors (in the following called the "supplier"). The following conditions of purchase are to be applied exclusively even if they are not referred to in later contracts.

1.2 This shall also apply in the event that the supplier transfers to Alphaform an offer or a confirmation of order on the basis of its own, deviating or supplementary terms and conditions of business. Deviating or supplementary terms and conditions of business of the supplier to which Alphaform has not expressly consented in writing will not in any case form part of the content of the contract even if they have not been expressly rejected.

1.3 All agreements that are made between Alphaform and the supplier for the purposes of executing a contract are to be recorded in writing in that contract.

2. Conclusion of a contract, content of a contract

2.1 An order is only regarded as issued when it has been drawn up in writing and signed by us. Orders issued orally, by telephone or by electronic data communication (e-mail) are only binding on us when we have confirmed them by the subsequent transmission of a written order. Orders or confirmations issued by telefax are equivalent to written form.

2.2 Drawings including specifications of tolerances provided by us in the individual case are binding. By accepting the order, the supplier acknowledges that he has inspected the available plans and thus been informed of the type of design and the scope of the performance. When there are obvious mistakes, typing or calculation errors in the documents, drawings and plans submitted by Alphaform, no liability arises for Alphaform. The supplier is under the obligation to notify Alphaform of these types of errors so that the order can be corrected and renewed. This shall also apply when documents or drawings are missing.

2.3 The supplier has to confirm orders in binding manner within 5 working days of receipt of the respective order, otherwise Alphaform is entitled to cancel it.

2.4 Deviations in quantity and quality from the text and content of the order from Alphaform and later amendments to the contract are only regarded as agreed when we have expressly confirmed them in writing.

3. Property, tools, copyright, confidentiality

3.1 Tools, models, samples, drawings, data sets (CAD, CAM, etc.) as well as other documents that Alphaform makes available to the supplier or that are manufactured to order remain the property of Alphaform and may only be delivered to third parties with the express written approval of Alphaform. If the supplier recognises that these are defective or incomplete, he has to notify Alphaform of this without delay.

3.2 The supplier may pass on to third parties the execution of the orders from Alphaform or significant parts of these only after receiving the prior written

consent of Alphaform (commissioning of subcontractors).

4. Time limits and deadlines

4.1 The agreed delivery schedules and dates are binding. They commence from the date of order. The goods must be received at the receiving centre indicated by Alphaform within the delivery schedule or by the delivery date. In the event that delays are to be expected, the supplier must notify Alphaform of this immediately and obtain the decision of Alphaform on whether the job is to be continued. Alphaform has no obligation to accept the goods before the delivery date.

4.2 If the supplier falls behind schedule, Alphaform has the right, after issuing a reminder, to demand lump-sum compensation of 5% of the net order value per commenced week, up to a maximum of 20% of the net order value, and/or delivery, unless the supplier can prove that Alphaform has incurred lower damages. After a reasonable subsequent grace period has expired, Alphaform is entitled to withdraw from the contract and/or demand compensation.

5. Delivery, documentation

5.1 Partial deliveries or partial performance require the approval of Alphaform. Alphaform reserves the right to recognise performance exceeding or falling below specification.

5.2 Delivery notes and packing slips are to be enclosed with each shipment. These documents must contain:

- order no. and, when present, job no.;
- quantity and, where applicable, material;
- description of article with our article number, drawing no. + index (if present);
- remaining quantity for partial deliveries.

5.3 For freight shipments, a dispatch note is to be sent to us separately on the date of dispatch.

6. Terms and conditions of prices and payment

6.1 The price indicated in the order is binding. In the absence of any written agreement to the contrary, the price includes delivery "free buyer's address" including packing. Return of the packing requires a special agreement. Price increases implemented in the meantime by the supplier have no impact on the prices regulated above, in so far as Alphaform does not approve them in writing. The statutory value added tax is contained in the price.

6.2 Alphaform can only process invoices when they – in accordance with the specifications in our order – state the order number indicated there; the supplier is responsible for all consequences arising from non-compliance with this obligation.

6.3 Unless otherwise agreed in writing, Alphaform pays with a 2% discount within 14 days, calculated from receipt of invoice, or net within 30 days. The supplier can only demand advance payments or instalments on the basis of a written agreement.

6.4 Alphaform is entitled to rights of set-off and retention to the extent stipulated by law.

6.5 Invoices are to be submitted by post separately for each order with indication of order number, order date

and the requestor after full delivery has been made, performance has been completed or, for success-related performance, final acceptance of the performance has been issued.

7. Final acceptance, transfer of risk

7.1 The risk is transferred to Alphaform upon delivery or, in the event of a service or a work performance, upon acceptance. Acceptance has to be made formally.

7.2 With the delivery, the supplier certifies to Alphaform that the agreed properties and characteristics are present and that the deliveries or performances fulfil the intended use, the current state of the art and the generally recognised technical and occupational health safety provisions of authorities and professional associations in Germany and are consistent with the current German environmental provisions. In the event that the supplier has provided an appropriate confirmation, this is to be interpreted as a guarantee in the legal sense.

7.3 The supplier has the obligation to propose and present in detail to Alphaform any technical changes and other deviations from the defined or agreed basic design that he considers necessary or appropriate in the course of the production process. Should such a change entail a cost overrun or an extension of a deadline, the supplier has the obligation to point this out when submitting his proposal. The final decision is incumbent on Alphaform alone. The supplier's proposal is then only valid as accepted when it is confirmed in writing by Alphaform. In the event that the proposal will cause a cost overrun or a deadline to be missed, for it to be valid it is furthermore necessary that a supplementary written agreement is made between the parties concerning the payment of the additional costs as well as concerning the schedule.

7.4 If machines, devices or equipment are the object of deliveries, these must comply with the requirements of the special safety provision for machines and equipment valid at the time of performance of the contract and possess CE marking.

8. Guarantee

8.1 Alphaform has the obligation to check the goods for obvious deviations in quality or quantity within a reasonable timeframe.

8.2 Alphaform is entitled to the statutory warranty claims in full. If defects are present, Alphaform has the right to assert its claims against the supplier within the period of limitation stipulated by law.

9. Liability when performance is executed on Alphaform premises

9.1 When executing performance on the premises of the Alphaform Group, the supplier has to observe the regulations of his professional and trade association applicable to the works in question as well as the accident prevention regulations. He bears the responsibility and liability for all personal injuries and damage to property that is caused by him, his employees or vicarious agents while the performance is being executed. He indemnifies Alphaform against all claims for compensation of third parties that are addressed to it on account of such damages for which the supplier is responsible.

9.2 Alphaform shall make available storage facilities for third-party property brought onto the plant premises. Our liability for the loss of or damage to this property is excluded.

10. Liability – Liability insurance cover

10.1 Beyond clause 5, the liability of the contractor is determined according to the statutory regulations.

10.2 The supplier undertakes to maintain lump-sum liability insurance with cover of €2.5 m per case of personal injury/property damage. Upon the request of Alphaform, the supplier has to furnish evidence of the insurance cover by presenting the policy. The supplier guarantees that no trademark rights or trademark right applications are violated in connection with his delivery when this delivery is used by Alphaform in accordance with the contract.

10.3 If a claim is asserted against Alphaform by a third party on account of this, then the supplier has the obligation to indemnify Alphaform against these claims upon first receiving a request in writing. Alphaform is not entitled to reach any agreements with the third party – without the consent of the supplier –, in particular to conclude a settlement.

11. Retention of title – Supply – Tools – Confidentiality

11.1 Parts as defined in clause 3.1 are to be identified as the property of Alphaform immediately after arrival or production at the supplier's and stored separately from identical or similar parts. The supplier may only use the parts within the framework of the purposes provided for by contract and in addition not dispose of them in any other way. If the goods of Alphaform subject to retention of title are processed with other objects not belonging to Alphaform, then Alphaform acquires co-ownership in the new item in the proportion of the value of the item to the other processed objects at the time of the processing. The supplier is liable for improper handling, storage, loss of or damage to the parts entrusted to him for processing.

11.2 The supplier carries out the processing or transformation of the parts for Alphaform according to the specifications, manufacturing instructions or drawings stated or submitted in the order. Supplied parts are processed exclusively for Alphaform as owner. The supplier stores for Alphaform the new items that are the property of Alphaform. Alphaform is to be informed immediately if any prejudice of Alphaform's rights is threatened by an imminent or executed attachment or other measures.

11.3 If the items supplied by Alphaform are inseparably mixed with other objects not belonging to Alphaform, then Alphaform acquires co-ownership in the new item in the proportion of the value of the item to the other mixed objects at the time they were mixed. If the mixing takes place in such a way that the property of the supplier is to be regarded as the main item, then it is considered agreed that the supplier transfers the ownership to Alphaform proportionately.

11.4 The supplier has the obligation to keep strictly confidential all illustrations, drawings, calculations and other documents and information received from Alphaform or from third parties commissioned by Alphaform. Furthermore, the confidentiality agreement concluded between the parties shall apply.

12. Assignment, set-off, insolvency

12.1 The assignment of claims against Alphaform is only permitted following the written consent of Alphaform.

12.2 Set-off using claims against Alphaform is excluded, unless these are undisputed or established with legal validity. The supplier is only entitled to rights of retention with regard to Alphaform arising from the

same legal relationship and only in so far as these are undisputed or established with legal validity.

12.3 If insolvency proceedings are initiated for the assets of the supplier or rejected for lack of assets or if the due and proper execution of the contract is called into question because the supplier has suspended payments and not only temporarily, Alphaform reserves the right to terminate the contract with immediate effect or to withdraw from the contract. These statements have to be made in writing.

13. Final provisions

13.1 The legal relationship between Alphaform and any foreign contract partners is subject exclusively to the substantive law of the Federal Republic of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.

13.2 For commercial transactions, the place of delivery specified by Alphaform is agreed as the place of performance for deliveries and services.

13.3 Furthermore, for commercial transactions, (Munich or location of the Alphaform branch in question) is agreed as the non-exclusive venue for all disputes that may arise.