

GENERAL TERMS AND CONDITIONS OF SALE.

ADMEDES GmbH | Rastatter Str. 15 | 75179 Pforzheim, Germany | as of April 2009

1. SCOPE OF APPLICABILITY.

- 1.1 Our General Terms and Conditions of Sale underlie the Sales Contracts (each of which hereinafter referred to as "Contract") that are concluded with us pursuant to Section 433 of the German Civil Code (§ 433 BGB). The performance of our obligations pursuant to the Contract is hereinafter referred to as "Delivery". Our General Terms and Conditions of Sale shall apply exclusively. Insofar as provisions are not included in our General Terms and Conditions of Sale, statutory law shall apply. We object to conditions referred to by Customer that are inconsistent with or supplementary to our General Terms and Conditions of Sale. Customer's conditions shall apply only in case and to the extent that we consent thereto expressly and in written form. Our General Terms and Conditions of Sale shall apply even if we have notice of Customer's inconsistent or supplementary conditions while we are performing our Deliveries and do not express any objection thereto.
- 1.2 These General Terms and Conditions of Sale shall also apply to any future business transactions with Customer.
- 1.3 These General Terms and Conditions of Sale shall only apply with respect to entrepreneurs, legal entities under public law and public utility funds as defined by Section 310 Subsection 1 of the German Civil Code (§ 310 Abs.1 BGB).

2. OFFERS AND COST ESTIMATES, SUBSEQUENT CHANGES OF CONTRACT.

- 2.1 Our offers and cost estimates are subject to change without notice and non-binding, unless expressly declared as binding.
- 2.2 We are not obligated to accept Customer's order. In particular, we may reject an order if, according to our estimation, by manufacturing according to Customer's specifications, we would face claims—whether justified or not—of infringement of third parties' intellectual property rights.
- 2.3 We reserve all rights and titles to any bidding or contractual documents left to Customer under the Contract (in particular to any drafts, drawings, illustrations, samples, models or prototypes), unless Customer is entitled to such rights according to the purpose of the Contract or by explicit agreement. Any and all bidding documents as well as samples, models and prototypes shall be handed back to us immediately upon our request, if no order is placed with us. Customer shall have no right of retention insofar.
- 2.4 As far as reasonable and within our capacities, we endeavor to meet any requests for modifications to such products forming the object of the Contract which Customer may have after conclusion of the Contract.
As far as the examination of such requests or their execution may have an effect on the conditions of the Contract, in particular regarding remuneration, stipulated time limits etc., accordant adjustment of the Contract shall be made in writing immediately.
We may require additional adequate remuneration for examining, whether or not and subject to which conditions the requested modifications may be made, provided we previously informed Customer about the need for such examination and Customer requested such examination accordingly.

3. PRICES, TERMS OF PAYMENT.

- 3.1 We reserve the right to adequately raise our prices, if cost increases occur after the conclusion of the Contract which are beyond our responsibility, in particular due to changes in raw material prices or due to mandatory trade union wage agreements. We shall prove such occurrences to Customer upon his request.
- 3.2 Unless otherwise agreed upon, our prices are quoted net ex works and do not include postage, freight, packaging, insurance. The statutorily prescribed VAT shall be charged separately.
- 3.3 Unless otherwise agreed upon, payment shall be effected immediately and without any deductions. Any price deductions or cash discounts are subject to special written agreement between the Parties. If Customer fails to pay in time, he shall be deemed to be in delay in payment under the statutory rules of Delay in Payment of the German Civil Code after 10 (ten) days following the due date of payment without any further notices or reminders from us. As for the legal consequences of such delay in payment, the respective statutory rules apply.
- 3.4 We are entitled to require reasonable down payments from Customer, including VAT.
- 3.5 Bills of exchange and checks shall only be accepted in lieu of payment; bills of exchange shall only be accepted subject to prior written agreement. Any discount charges, expenses as well as any other costs in connection with the collection of either checks or bills of exchange shall be borne by Customer and shall be due for payment immediately. Debts shall only be regarded as discharged upon encashment of the check or the bill of exchange and when we have been released from any liability under that check or bill of exchange.
- 3.6 Customer may set off only such claims as are undisputed, acknowledged or legally established. Customer may plead the right of retention to fulfil an obligation under the Contract only if his claim against us is resulting from the same legal relationship as his obligation.

GENERAL TERMS AND CONDITIONS OF SALE.

ADMEDES GmbH | Rastatter Str. 15 | 75179 Pforzheim, Germany | as of April 2009

- 4. DATE OF DELIVERY, NON-PERFORMANCE BEYOND OUR RESPONSIBILITY, DELAY IN DELIVERY, IMPOSSIBILITY OF DELIVERY, BREACH OF DUTY TO COOPERATE.**
- 4.1 Dates of Delivery shall only be complied with on condition of Customer, correctly and in due time, observing all and any of his obligations to co-operate, especially with respect to the submission of documents and the transfer of necessary information; the clarification of all technical details with Customer; the receipt of down payments respectively the opening of a Letter of Credit which may have been agreed upon; the submission of administrative approvals or licenses that may be necessary.
We reserve the right to plead non-performance of the Contract by Customer according to Section 320 of the German Civil Code (§ 320 BGB).
- 4.2 Delays in our Delivery beyond our Responsibility, Force Majeure:
- 4.2.1 Delays in Delivery due to the following circumstances that may impede timely Delivery shall not be within our responsibility unless we exceptionally assumed the risk of timely Delivery or granted a guarantee specifically with regard to the date of Delivery; the same shall apply if such circumstances occur at our suppliers or their sub-suppliers: Circumstances of Force Majeure as well as any other circumstances that may impede timely Delivery which occur after conclusion of the Contract and which we learn about only after conclusion of the Contract for no fault attributable to us, and with regard to which we prove that they could not have been foreseen and avoided by us even with the utmost reasonable care, and with regard to which we have no obligation to bear the risk of their occurrence or of having to avert or to prevent their occurrence are beyond our responsibility.
Provided that the above conditions are fulfilled— i.e. occurrence or faultless learning of such circumstances only after conclusion of the Contract, unforeseen and un-avoidable occurrence to be proven by us—the above exclusion of responsibility shall in particular, but without limitation, apply to the following circumstances: Legitimate labor struggle (strikes and lock-outs); operating troubles and breakdowns; shortage in or lack of raw material; shortage in or lack of manufacturing supplies; lack of personnel.
- 4.2.2 In the event of delay in Delivery under no. 4.2.1 above, any claims for damages of Customer are excluded.
- 4.2.3 In the event of a definitive impediment to Delivery within the meaning of no. 4.2.1 above, either party shall be entitled to immediately rescind the Contract in accordance with the statutory provisions.
- 4.2.4 In the event of a temporary impediment to Delivery within the meaning of no. 4.2.1 above, we shall be entitled to postpone Delivery for as long as the impediment may last. This period of postponement shall also include a reasonable start-up time. If we can prove an unreasonable impediment to Delivery, we shall have the right to rescind the Contract. Customer, however, shall have the right to rescission only under the conditions laid down in no. 4.4 below.
- 4.3 Delays in Delivery within the scope of our Responsibility:
- 4.3.1 In case of intent we shall be liable according to the statutory provisions.
- 4.3.2 We are liable for damage caused by delay according to the statutory provisions; our liability for such damages, however, is limited to the foreseeable, typically arising damage:
in case of gross negligence on the part of our legal representatives, executive employees and other vicarious agents; in case of slight (i.e. non-gross) negligence on the part of our legal representatives, executive employees and/or other vicarious agents, if they breach essential contractual obligations (cf. definition in no. 7.8.2 below). This is in particular the case if the existing Contract is a transaction where time is of the essence (Fix-geschäft) or if Customer may assert that his interest in the performance of the Contract has ceased to exist due to delay in Delivery for which we are responsible.
- 4.3.3 Except for the cases governed by no. 4.3.2 above, our liability for delay in Delivery shall be limited to a compensation for delay to 0.5 percent (0.5 %) of the net invoice amount of the delayed Delivery for each full week of delay in Delivery, but in no event such compensation for delay shall exceed five percent (5 %) of the value of the net invoice amount of the delayed Delivery.
- 4.3.4 Customer's claims, based on intentional or negligent delay in Delivery, for compensation in excess of nos. 4.3.1 to 4.3.3 above shall be excluded.
- 4.4 If we prove that we are not responsible for any delay, Customer shall be entitled to rescind the Contract only General Terms & Conditions of Sale Admedes Schuessler GmbH Page 1 of 3
if Customer has stipulated that his continuing interest in our Delivery shall depend upon a timely Delivery by us (transaction where time is of the essence - Fix-geschäft) or
if Customer proves that, as a consequence of the delay, his interest in our performance of the Contract has ceased to exist or that the maintenance of the contractual relationship cannot reasonably be expected from him.
Section 323 subsection 4 to 6 of the German Civil Code (§ 323 Abs. 4—6 BGB) shall apply. As for the legal consequences of the rescission the statutory provisions
(Section 346 et seq. of the German Civil Code (§§ 346 ff. BGB)) shall apply.

GENERAL TERMS AND CONDITIONS OF SALE.

ADMEDES GmbH | Rastatter Str. 15 | 75179 Pforzheim, Germany | as of April 2009

- 4.5 If our Delivery becomes impossible without intent or gross negligence attributable to us, to our legal representatives or to our agents, our liability for damages and for compensation of expenses shall be limited to twenty percent (20 %) of the net invoice amount of our Delivery. However, in case of gross negligence our liability shall be limited to the foreseeable damage specific to the type of contract. This limitation shall not apply, if we exceptionally assumed the risk of providing the product in any event (procurement risk).
Customer's statutory right to rescind the Contract in case of impossibility of our Delivery shall remain unaffected.
- 4.6 We are entitled to partial Delivery, if and as far as Customer reasonably may be expected to accept this.
- 4.7 If Customer is in default in taking Delivery at the place of performance or if he is late in collecting goods or in requesting Delivery of goods ordered—also with regard to possible partial Deliveries—or if Delivery is delayed in any other way due to circumstances for which Customer is liable or if Customer negligently breaches any duty to cooperate, we shall be entitled to claim compensation of any damages caused insofar including compensation of any additional expenses without prejudice to our further statutory rights. Should we have any further claims under law, such claims shall remain unaffected.
- 5. PASSING OF RISK, INSURANCE.**
- 5.1 The risk of accidental loss, destruction or deterioration of any goods shall pass to Customer as soon as the goods have been delivered to the person or institution designed to pick up or execute the Delivery, however, at the moment when the goods leave our premises at the latest. This shall also apply if, in accordance with specific agreements to this effect, we effect Delivery by using our own vehicles, or if Delivery is effected freight and packaging paid, and also if we agreed to perform installation, mounting or other services at Customer's premises.
- 5.2 If Customer is in default in taking Delivery or if he is late in collecting goods or in requesting Delivery of goods ordered or if Delivery is delayed in any other way due to circumstances for which Customer is liable, the risk of accidental loss, destruction or deterioration of the goods shall pass to Customer at the moment that he is in default in taking Delivery, or at the moment when Delivery could have been effected if Customer's conduct had been in accordance with his contractual obligations.
- 5.3 Upon Customer's request and at his expense, any Deliveries will be insured by us against theft, damage by breakage, by reason of fire, by water or in transit, as well as against any other insurable risk from the time of the passing of risk.
- 6. RETENTION OF OWNERSHIP.**
- 6.1 We retain ownership of all goods delivered by us until we receive full payment of any outstanding sums originating from the business relation with the Customer ("Reserved Goods"). In case we grant open account credit terms to Customer, the retained ownership shall also extend to the confirmed balance with regard to Customer's current account payable to us (current account reservation) until all current liabilities have been discharged. If such Reserved Goods are paid by way of a bill of exchange which results in a liability on our part, the retention of ownership shall only become extinct if and when our liability under a bill of exchange becomes extinct as well; if payment by way of check respectively bill procedure has been agreed upon with Customer the retention of title shall also extend to the honoring of the bill of exchange accepted by us by Customer and shall not be forfeited once the check received has been credited to our account.
- 6.2 Customer shall have the right to resell any Reserved Goods in the ordinary course of business; however, by now he shall assign to us any and all claims that he may have against his customers or against third parties as a result of the resale to the amount of the invoice total (including VAT) of our claims. If Customer grants open account credit terms to his customers and any claims resulting from a resale of Reserved Goods are entered into this current account, the current account claim shall be assigned to us to the amount of the confirmed balance; the same shall apply to the actual balance if Customer becomes insolvent. Customer shall remain entitled to collect the claims even after their assignment to us.
Subject to the rules and regulations of insolvency law, our right to collect claims ourselves shall remain unaffected; however, we undertake not to collect any claims for as long as Customer himself duly meets his contractual obligations, in particular for as long as Customer is not in default of payment, if insolvency proceedings are not filed for and if he does not suspend his payments in general. Under this right of resale, the Customer shall not be entitled to pledge or transfer by way of security any of the Reserved Goods.

GENERAL TERMS AND CONDITIONS OF SALE.

ADMEDES GmbH | Rastatter Str. 15 | 75179 Pforzheim, Germany | as of April 2009

- 6.3 If our obligation under no. 6.2 above, not to collect claims ourselves, ceases to exist, we shall have the right—subject to the rules and regulations of insolvency law— to withdraw Customer’s right of resale and to take back the Reserved Goods or to require Customer to assign to us any claims for restoration of the Reserved Goods he may have against third parties respectively. Our recovery of Reserved Goods constitutes a rescission of the Contract. Upon prior warning to do so and expiry of a time limit set, Reserved Goods which have been taken back by us for the aforementioned reasons may—subject to the rules and regulations of insolvency law—be reasonably realized and exploited by us; the proceeds of such realization shall be credited against Customer’s liabilities, after deduction of adequate realization costs. Under the conditions set out above entitling us to withdraw Customer’s right of resale, we may also revoke his authorization to collect claims and may require him to disclose to us any claims assigned as well as the debtors of such claims; furthermore, we may require Customer to disclose to us all information necessary for collection, to submit the relevant documentation and to notify the debtors (third parties) of the assignment.
- 6.4 In case of damage to or loss of the Reserved Goods as well as in case of a change of residence or a change of possession, Customer shall immediately notify us thereof in writing; the same shall apply in case execution is levied upon the Reserved Goods by a third party or in case of any other interference by a third party so that we are in a position to bring an action under Section 771 of the German Code of Civil Procedure (§ 771 ZPO). If such third party is in no position to reimburse the judicial and extra-judicial costs incurred by us under Section 771 ZPO, Customer shall be liable for the costs incurred by us. If the release of the Reserved Goods is achieved without legal proceedings, costs hereby incurred may also be charged to Customer, costs for regaining pledged Reserved Goods shall be included herein.
- 6.5 Any of Customer’s processing or transformation of Reserved Goods delivered by us shall always be deemed to be on our behalf only. If Reserved Goods are processed with other goods which are the property of any person other than us, the product thereof shall be deemed to be owned jointly with that other person, our share in the joint property being defined by the ratio of the value of the Reserved Goods (invoice total plus VAT) to the value of the other goods processed or transformed, such value being assessed at the time of their processing or transformation. Furthermore, any provisions herein which apply to the Reserved Goods shall also apply to the product of such processing or transformation. With respect to the product of such processing or transformation, Customer shall acquire expectant rights corresponding to his expectant rights to the Reserved Goods.
- 6.6 If Reserved Goods are inseparably mixed or combined with other goods which are the property of any person other than us, the product thereof shall be deemed to be owned jointly with that other person, our share in the joint property being defined by the ratio of the value of the Reserved Goods (invoice total plus VAT) to the value of the other goods which have been mixed or combined, such value being assessed at the time of their mixing or combining. If the mixing or combining of the goods has been done in such a way that Customer’s goods are to be considered to be the main product it is agreed that Customer assigns to us co-ownership of such product on a pro rata basis. Customer shall keep such property which is either owned by us solely or owned jointly with another person properly stored on our behalf.
- 6.7 If our Reserved Goods are resold after having been processed or transformed in any way, by now, Customer shall assign to us as security any claims resulting from such resale to the amount of the invoice total (including VAT) of our claims. If, on account of the processing or transformation of Reserved Goods with other goods which are the property of any person other than us or if on account of their mixing or combining with such other goods, we have only acquired co-ownership pursuant to the above clauses 6.5 or 6.6, Customer’s claim for the purchase price shall only be assigned to us in advance in the proportion of the total amount charged by us for the Reserved Goods plus VAT to the invoice totals of the other goods which are not our property. In addition, provisions as laid down in nos. 6.2 to 6.4 above shall apply accordingly to claims assigned to us in advance.
- 6.8 If under the laws of a foreign country within the borders of which the Reserved Goods are located, a reservation of ownership or an assignment is not legally effective, the security provision which in this legal sphere corresponds to a reservation of ownership or an assignment shall be deemed to have been agreed upon. If Customer’s participation is required in order to create such rights, Customer shall be obliged at our request to take all measures necessary in order to constitute and maintain such rights.
- 6.9 Customer shall treat our Reserved Goods properly and keep them in good repair; in particular, Customer shall at his expense sufficiently insure our Reserved Goods against theft, robbery, burglary, fire and water damage. By now, Customer shall assign to us any and all rights resulting from such insurance and relating to the Reserved Goods. We herewith accept such assignment. Furthermore, we reserve all rights to assert our claims for performance or claims for damages.

GENERAL TERMS AND CONDITIONS OF SALE.

ADMEDES GmbH | Rastatter Str. 15 | 75179 Pforzheim, Germany | as of April 2009

- 6.10 As a security collateral for our claims against him, Customer assigns to us any and all claims that he may have against third parties as a consequence of the installation of Reserved Goods on real estate property in a way that the Reserved Goods under the applicable statutory rules have to be considered as part of the real estate property.
- 6.11 Upon Customer's request, we undertake to release the securities we are entitled to if the value of such securities exceeds the value of our claims to be secured by more than ten percent (10 %). We shall have the right to select the securities to be released at our discretion.

7 SPECIFICATIONS, WARRANTY.

- 7.1 Any requirements contained in our specifications exhaustively and definitely define the quality of our products. In case of doubt, these specifications shall only constitute an agreement on the quality subject to warranty; they shall however, not constitute a guarantee within the meaning of the German Civil Code. None of the declarations made by us in connection with the Contract constitute a guarantee within the meaning of the German Civil Code and with the effect of an aggravated liability or the assumption of a special obligation of liability. Only explicit declarations to this effect made in writing may constitute a guarantee within the meaning of the Germany Civil Code.
- 7.2 We assume no liability for any defects due to the following reasons: inappropriate use or running, faulty installation by Customer or third Parties, common wear and tear, faulty or negligent handling, use of inappropriate material, faulty construction works, inappropriate building grounds, disposable material, chemical, electro-chemical or electric influences (unless attributable to us), inappropriate alterations or repair works carried out by Customer or third parties without our prior written consent.
- 7.3 Customer shall not have any warranty claims in case of only insubstantial deviations from the quality agreed upon or in case of only insubstantial impediments to the use of the product.
- 7.4 Customer may only assert warranty claims if he has duly observed his duties to examine the products and to give notice of any defects in accordance with Section 377 of the German Commercial Code (§ 377 HGB).
- 7.5 In case of a defect of the product, we shall be entitled to correct our Delivery, at our option, either by remedy of the defect or by delivery of a substitute product without defects. If one or both of these two means of correction of Delivery is impossible or unreasonable, we shall be entitled to refuse such correction. We may also refuse to correct our Delivery, as long as Customer fails to fulfill his payment obligations for the non-defective part of our Delivery. In case of remedy of the defect by us, we are obliged to bear all necessary expenses, especially costs for transportation of man and material, working and material costs, except insofar as they are increased due to the fact that the defective product was transported to a location other than the place of performance unless such transportation is necessary for the intended use of the product. We shall be entitled to have any defects corrected by third parties on our behalf. Replaced parts shall become our property.
- 7.6 In case we are unable or fail to correct our Delivery, or if correction is delayed and either Customer cannot reasonably be expected to accept this or the delay is caused by fault on our part or if we finally and seriously refuse to correct our Delivery or if Customer cannot reasonably be expected to accept our correction, Customer shall have the option to either reduce the purchase price (Minderung) or to rescind the Contract (Rücktritt).
- 7.7 As far as, with regard to the preconditions and consequences of supplementary performance (Nacherfüllung), price reduction (Minderung) and rescission (Rücktritt), the contractual provisions do not contain any provisions at all or do not contain provisions deviating from statutory law, the provisions of statutory law shall apply with respect thereto.
- 7.8 Customer's claims for damages and reimbursement of expenses in connection with defects shall be governed—regardless of the legal nature of the claim—by the following provisions of nos. 7.8.1 to 7.8.4 inclusively; the aforementioned provisions shall apply especially also with respect to claims based on defects, breach of obligations, and claims in tort.
- 7.8.1 We shall be unlimitedly liable—pursuant to the applicable provisions of statutory law—for damage in case of: intent; culpable infringement of life, body or health; defects as well as other circumstances which have been fraudulently concealed; and defects whose absence has been guaranteed, or insofar as the quality of goods has been guaranteed.
- 7.8.2 Moreover, we are, in principle, liable for damages pursuant to the provisions of statutory law. Our liability for damages on the basis of statutory law is, however, limited—notwithstanding the provisions in no. 7.8.1 above—to the foreseeable, typically arising damage in the following cases:
in case of gross negligence on the part of our legal representatives, executive employees and other vicarious agents; and in case of slight (i.e. non-gross) negligence on the part of our legal representatives, executive employees and other vicarious agents—provided that any of the latter commit a breach of essential contractual obligations (i.e. obligations whose fulfillment makes the due performance of the Contract only possible in the first place and in whose observance the contracting party may regularly trust).
- 7.8.3 The liability according to the German Products Liability Act (Produkthaftungsgesetz) remains unaffected.

GENERAL TERMS AND CONDITIONS OF SALE.

ADMEDES GmbH | Rastatter Str. 15 | 75179 Pforzheim, Germany | as of April 2009

- 7.8.4 Any further claims are excluded unless otherwise provided for in this no. 7.8.
7.9 As for the compensation of costs, no. 7.8 shall apply accordingly.
7.10 This no. 7, in particular nos. 7.8 to 7.9, shall not affect the statutory provisions regarding the burden of proof.

8. LIABILITY FOR COLLATERAL DUTIES.

If, due to our fault or the fault of our legal representatives or agents, the product delivered cannot be used as contractually intended as a consequence of a lack of advice or information prior to or after the conclusion of the Contract or as a consequence of wrongful advice or information or other wrongful performance of collateral duties (especially instructions for use and maintenance of the product) prior to or after the conclusion of the Contract, the provisions of nos. 7.8 to 7.10 above shall apply accordingly excluding any further claims of Customer.

9. GENERAL LIABILITY, RESCISSION OF CONTRACT BY CUSTOMER.

- 9.1 The following provisions apply to Customer's claims other than claims in connection with defective products. However, these provisions shall not constitute a limitation or waiver of our statutory or contractual rights and claims.
9.2 Any liability for damages shall be governed by the provisions in no. 7.8 above except for the liability for damages due to delay in Delivery as provided for in no. 4.3 above and the liability for damages due to impossibility of Delivery as provided for in no. 4.5 above. Any further liability for damages shall be excluded regardless of the legal nature of such liability. This shall apply in particular to claims for damages in addition to performance and in lieu of performance, to claims for breach of obligations, as well as to claims in tort for compensation of damage to property under Section 823 of the German Civil Code (§ 823 BGB).
9.3 The limitation contained in no. 9.2 above does also apply if Customer claims compensation of expenses incurred.
9.4 Any fault of our legal representatives and agents may be attributed to us.
9.5 The statutory rules on the burden of proof remain unaffected.
9.6 As far as our liability is excluded or limited, such exclusion or limitation does also apply to the personal liability of our staff, employees, legal representatives and agents.
9.7 If we breach an obligation of the Contract, Customer shall only be entitled to rescind the Contract, subject to the applicable statutory provisions, if fault for such breach is attributable to us. In the cases provided for in no. 7.6 above (failure of correction etc.) and in cases of impossibility, however, the statutory provisions apply without limitation; as for Customer's right of rescission on grounds of delay in Delivery, the provisions contained in nos. 4.2.3, 4.2.4 and 4.4 above shall apply. Upon our request, Customer shall declare within a reasonable time limit, whether he will rescind the Contract or insist on our Delivery under the Contract.

10. KNOW HOW AND INVENTIONS.

We reserve all rights and title to any valuable, new and confidential information (know how) that we are in possession of or gain during the performance of any Contracts concluded with us, as well as to inventions and any intellectual or industrial property rights that may exist insofar, unless otherwise agreed and subject to the use of the products delivered to which Customer is entitled according to the spirit and purpose of the respective Contract.

11. INFRINGEMENT OF THIRD PARTIES' RIGHTS.

We do not warrant that the use, installation or resale of any of our products does not infringe third parties' industrial property rights. However, we guarantee that we have no knowledge of the existence of any such third parties' rights with regard to our products.

12. PRESCRIPTION.

- 12.1 The limitation period for rights and claims based on defects of Deliveries and other cases of non-conformity, no matter on what legal ground, shall be, notwithstanding no. 12.3 below, one (1) year.
12.2 The limitation period laid down in no. 12.1. above shall also apply to any and all claims for damages against us.
12.3 The limitation period according to nos. 12.1 and 12.2 above shall not apply in case of intent. It shall also not apply in case of fraudulent concealment of a defect and in case of a guarantee for the quality of goods. The limitation period for claims for damages according to nos. 12.1 and 12.2 above shall not apply in the cases of nos. 7.8.1, 7.8.2 and 7.8.3. The statutory limitation periods shall apply insofar instead.
12.4 Unless otherwise expressly provided for, the statutory provisions about the commencement of the limitation period, about the suspension of expiry of the limitation period, about the suspension of the limitation period and about the re-commencement of the limitation period shall remain unaffected.

GENERAL TERMS AND CONDITIONS OF SALE.

ADMEDES GmbH | Rastatter Str. 15 | 75179 Pforzheim, Germany | as of April 2009

- 12.5 The claims for reduction of the purchase price (Minderung) and the right to rescind the Contract (Rücktritt) are excluded, if the claim for supplementary performance (Nacherfüllung) is barred by limitation. In that case, Customer may, however, refuse payment of the purchase price insofar as he would have been entitled to do so on the basis of his right to reduce the purchase price or his right to rescind the Contract.
13. **Assignment by Customer**
Customer shall assign claims against us arising from or in connection with our Deliveries to any third party only with our prior written consent.
- 14. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW, PURCHASE WITHIN THE EU, SAFEGUARDING CLAUSE.**
- 14.1 Unless otherwise agreed upon, place of performance shall be our place of business exclusively.
- 14.2 If Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a public utility fund, place of jurisdiction for all disputes arising out of or in connection with the contractual relationship - herein included liabilities from checks and bills of exchange - shall either be our principal place of business or, at our sole option, the location of Customer. This provision as to the place of jurisdiction shall also apply to Customers having their location in a foreign country.
- 14.3 To all rights and obligations and all disputes arising out of or in connection with the contractual relationship between us and the Customer, German law, excluding the UN Sales Convention ("CISG"—United Nations Convention on Contracts for the International sale of Goods, of April 11, 1980), shall apply exclusively, without regard to German conflict of laws rules.
- 14.4 Should individual provisions of these General Terms and Conditions of Sale or individual provisions of other agreements concluded with us be or become invalid, this shall not affect the validity of the other provisions or agreements.
- 14.5 Customers from EU member states shall be obligated to compensate for all and any damage which may be incurred by us due to: tax violations committed by Customer himself or false information given by Customer or information which has been withheld from us by Customer relating to his financial situation and relevant for taxation.