

GENERAL TERMS AND CONDITIONS OF SALE of

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Scope of Application

All contractual transactions, deliveries, other services or deliverables and offers effected, provided or made by us as Seller, shall exclusively be subject to these General Terms and Conditions of Sale. We shall not be bound by any differing terms and conditions of the Customer contained in any order or other business documents of the Customer, unless such differing terms and conditions have explicitly been accepted in writing by ourselves. These present General Terms and Conditions of Sale shall constitute a framework agreement applicable to any and all other contractual transactions effected between ourselves and the Customer. The version in effect at the time the Agreement is concluded shall be apply.

In the event of any discrepancies in the underlying contractual assumptions, the following hierarchical order shall apply for their resolution:

- Any special arrangements, provided that they have been confirmed by us in writing,
- our General Terms and Conditions of Sale,
- rules of civil law and commercial law.

Definitions

In these present General Terms and Conditions of Sale and in other contractual documents the following terms shall have the meanings as defined below:

1. "Customer" means our contractual partner.
2. "Parties" means the Customer and us.
3. "System" means any tools, injection moulded modules etc., for which a separate acceptance and, if applicable, installation is required.
4. "Products" means any products produced or bought by us (e.g. emblems and letterings for the front, rear or motor areas of automobiles, helmets), which are delivered to the Customer without a separate acceptance log and which are not installed by us.
5. "Goods" means both Systems (see item 3. above) and Products (see item 4. above).

Contract effectiveness

Our offers, quotes and price lists are non-binding and subject to confirmation. Contracts will not be considered effective until we have confirmed your order in writing, or performed an act of implementation (e.g., delivery/shipping of the goods). All other agreements or ancillary agreements, including those made later, will not take effect until we have confirmed them in writing.

Technical information in our documentation is approximate only, unless it has been expressly guaranteed as binding. Design- or production-related changes and variances shall remain reserved in every case. We may correct mere typing and calculating errors in offers, quotes, order confirmations, or invoices at any time.

Any and all documentation provided to the Customer – including, but not limited to, cost estimates, design drafts, models, technical calculations and the like – shall remain our property. The Customer is not entitled to disclose this documentation to third parties. If the

Customer does not place an order, such documentation must be promptly remitted to us upon request.

Shipment and delivery

The contractual delivery periods shall commence upon dispatch of the order confirmation by us. The corresponding period will, however, not start until all of the technical or other information, documentation, down-payments or any other Customer performance (henceforth: provisions precedent) required for us to be able to meet our obligations have been confirmed as received at our company. In case of delays regarding the contractual provisions precedent, the delivery period shall be extended accordingly.

In case of Systems, the delivery period is considered met if the System is ready for operation at the end of the delivery period. Operational readiness is deemed to exist when the System can be operated for its intended use and if such use is not prevented by material defects. This will also apply if the provision of non-essential components (e.g., the insulation or painting) does not happen until later, or the required provisions precedent from other companies charged with producing the System or from the Customer have not been provided and prevent trial operation, or if the System has not been accepted despite the fact that a deadline had been set. If performing trial operation is not possible immediately after completion of the System through no fault of our own, the additional costs arising from this fact will be invoiced separately.

The delivery period will be extended by a reasonable time period if changes in the configuration that result in additional deliveries or services are required for reasons of construction, or due to conditions imposed by official authorities, or at the Customer's request, or if –for reasons not under our control– test operation is impossible or not possible until at a later date. Any additional costs arising from this will be borne by the Customer.

In case of the delivery of products, the delivery period is considered met if the object to be delivered leaves our warehouse before the delivery period has expired, or if we have notified the Customer of the readiness for delivery by then.

Delays in delivery will entitle the Customer neither to rescind the contract, nor to make warranty, avoidance due to error, or liability claims. We are entitled to make and invoice partial or early deliveries.

We reserve the selection of shipping method and route, excluding any liability. In particular, there is no obligation to select the cheapest type of transport.

The packaging –including that of partial deliveries– will be commercial grade. Any packaging beyond that will be at the Customer's expense. Additional charges for express and airfreight will be invoiced separately. Transport insurance will be obtained only if ordered by the Customer and at the Customer's expense.

Business interruptions and events of *Force Majeure* as well as other events beyond our control, including, but not limited to, delivery delays and the like on the part of our sub-suppliers, will entitle us –excluding any and all legal remedies claims, in particular, warranty, avoidance due to error, or liability claims– to either extend the period accordingly, or to

rescind the contract for the portion not yet fulfilled This shall also apply if the events occur at a time when we are in default.

Acceptance

1. The acceptance of a system –even in case of only partial assembly/delivery– must be performed, after the readiness for acceptance has been reported, within the time periods or the contractual schedule specified in the individual order and according to the modalities specified therein. If this period or date is exceeded for reasons we are not liable for, the system will be considered accepted as free from defects; this will also apply if the system has been used in any way, including by third parties.

2. If there are no material defects, or if they have been eliminated, we will summarize the results of the checks and tests in an acceptance log. Such log will also include any existing non-essential defects and the deadline for their elimination. The acceptance log must be signed by the Customer; otherwise the (partial) system will be immediately considered accepted as free from defects.

Risk transfer and place of performance

The price and performance risk will transfer to the Customer at the time we notify the Customer of the shipping readiness; however, not later than when the shipment leaves our warehouse – in the case of drop-shipment, from our supplier's warehouse, regardless of any separately agreed-on pricing for the shipment. If shipping a ready-to-ship good is not possible through no fault of our own, we are entitled to store the good at our discretion at the Customer's cost and risk, resulting in the delivery being considered performed. In this case, we are – in particular – entitled to provide storage ourselves at market prices, or to have the ready-to-ship good stored with a third party on the Customer's behalf and at its expense.

Without prejudice to any agreement on the place of delivery and the assumption of any transport costs, our company's registered office shall be agreed on as the place of performance.

Payment terms, default, ban on offsetting, international deliveries

Our invoices –including partial ones– are payable 30 days net from invoice date without any deductions such as for expenses or discounts. Notes or cheques will be accepted only by special agreement. We reserve the right to attribute incoming payments at our discretion to any of several receivables.

If the Customer defaults on payment, we will be free from any further service and delivery obligations, and entitled to hold back any open deliveries or services, or to request prepayment or guarantees. In addition, the Customer must, regardless of where the fault may lie, pay late interest in the amount of 1% a month; here, we will be entitled to claim any bank interest exceeding this rate, to the usual extent. Further, the Customer must reimburse us for the cost of reminders and collections; here, the Customer specifically agrees to reimburse us, at a maximum, for the fees of the collection agency involved; these fees are governed by the fee schedule of the Federal Ministry of Economics and Labour (BGBl. Nr. 141/1996 as

amended from time to time) regarding the maximum rates of compensation for collection agencies. If we send a reminder, the Customer agrees to pay an amount of €15.00 per reminder.

If, once the contract has taken effect, a significant deterioration of the Customer's financial situation occurs, or if circumstances become known that are apt to diminish the Customer's creditworthiness from our point of view, any and all receivables will become due at once. In this case, further deliveries and assembly work will only be performed against prepayment.

Holdback or offset on the part of the Customer based on counterclaims of whatever kind are excluded.

For export transactions, it is exclusively the Customer's responsibility to ensure, at its expense, that the necessary export, customs and other permits and the like are obtained and maintained. We are not granting any warranty or guarantee whatsoever that the export of the purchased goods will be permitted. In addition, the Customer must remit the originals of any and all export and customs documents and the like to us; otherwise, the Customer must bear any VAT due. Furthermore, for international deliveries, ordering an irrevocable letter of credit from a bank to be named by us, which is usable upon presentation of the shipping documents or of the freight forwarder's certificate of receipt, is a prerequisite for our delivery.

In case of assembly interruptions that are not specified in the contract and occur through no fault of our own, we are entitled to send instalment invoices.

Retention of ownership

We reserve the right of ownership in all goods delivered by us until the purchase price or the compensation for work including interest and ancillary fees, for whatever legal reason – including from prior transactions –, have been fully paid. In case of an open account, the reserved ownership right will also serve as collateral for our total receivables. The assertion of reservation of ownership will, unless we rescind the contract – which we are entitled to do unilaterally –, generally not count as a contract rescission and will not annul the Customer's obligations; in particular, to pay the compensation.

While the right to ownership is reserved, it is prohibited to sell, pledge, assign or otherwise dispose of the goods to a third party.

The reservation of the right of ownership also extends to the products generated by processing. By processing, connecting or mixing our goods with other materials, we will acquire co-ownership in the emerging products according to the proportion of value added.

If the Customer sells the goods despite our retention of title, it hereby already cedes its claims against its buyers to us up to the amount of our receivables from the Customer. The Customer is obliged to promptly make names and addresses of its buyers, the existence and amount of the receivables resulting from the sale, known to us, and to notify each of its buyers of the cession of the receivables. In addition, the Customer is obliged to highlight the cession of such receivables to us in its business accounts in a suitable manner. We are entitled at any time to notify the Customer's buyer of the cession. Any cession fees shall be borne by the Customer.

The Customer must promptly notify us of any attachment or other impairment (of whatever nature) of the property by third parties. The Customer is obliged to bear the costs and measures for removing the intervention; including, but not limited to, the costs of intervention proceedings and the like.

Should the Customer not meet its obligations or default on its payments, the entire remaining amount owed will become payable at once, even if notes (*Wechsel*) have a longer term. In this case, we will be entitled to promptly request the return of the goods, excluding any right to holdback. After taking back the goods, we may – at our discretion – either sell the purchase object and credit the resulting proceeds minus a 20% resale fee to Customer's remaining payables, or take the goods back at the invoice price minus any impairments, and to invoice the Customer for rent at market price for the time the Customer was in possession of the goods.

Warranty, damages, product liability

The Customer must assert claims about defects promptly, but not more than 7 days from the occurrence of the defect, in writing with an exact description of the defect. Should the Customer fail to assert a claim about a defect within such period, the Customer agrees to waive any warranty claims and/or claims for damages and/or avoidance due to error. Any assertion of a claim about a defect shall, however, not entitle the Customer to hold back invoice amounts or parts thereof.

Variances between ordered and delivered goods, such as wrong dimensions or wrong goods (*aliud* delivery) must be asserted within 7 days from delivery and before the goods are machined or processed, even if the goods are not delivered to the Customer directly. Otherwise, the goods will be considered approved and cannot be taken back or exchanged by us.

In the event of any such assertion, the Customer shall still be obliged to initially take the goods and to unload and store them properly.

Our advice, whether provided orally or in writing, is non-binding and does not absolve the Customer from its own inspection of our goods' suitability for the intended purpose. In case of later deliveries, we will not assume any warranty for an exact match with the initial delivery.

The **warranty period is twelve months** and will neither be extended nor interrupted by rectification attempts; it also applies to partial deliveries. For systems, the period starts with the use of the system, including by third parties; however, not later than on the day of acceptance. If acceptance is not possible through no fault of our own, the warranty period will begin 14 days from our reporting acceptance readiness (date of postmark will count). For defects documented in the acceptance log for which we are responsible, the warranty will start from the date on which these defects have been eliminated.

When products are shipped, the period will start with the handover of the goods to the Customer. If the acceptance of the product is delayed through no fault of our own, the period will start at the time we notify the Customer of our readiness to ship; however, not later than when the shipment leaves our warehouse, or in the case of drop-shipping from our supplier's warehouse to the Customer.

The Customer shall always be required to prove the defectiveness of the delivered goods at the time of handover. Prerequisite for our warranty obligation for systems is the proper performance of service according to the documentation, and/or the entering into a service contract and the performance of service from the start of use.

The warranty will become void if the Customer itself or third parties perform modifications or repairs on the delivered goods without our written consent or if instructions that are given in brochures, manuals or other product information are not strictly followed.

For those goods or components thereof that we, in turn, have sourced from sub-suppliers, we will only provide a warranty within the scope of warranty claims owed to us by the supplier.

For the goods delivered by us, we will only warrant that they have the characteristics usually assumed for those goods in circulation. We will only warrant any characteristics beyond that, such as those contained, in particular, in public statements – such as in advertising and in the information enclosed with the goods – if we have asserted such characteristics in writing during the ordering process.

For systems and spare parts, only such defects entitle to warranty claims that affect their functioning – and not merely their external appearance.

Any warranty obligation applies, without exception, to the defective goods (or components thereof), not however, to the labour and travel costs required for eliminating the defects.

We may choose whether we will satisfy the warranty claims by means of exchange, rectification, price reduction, or contract rescission.

Unless agreed on differently in a special agreement, the place of performance for our services to be performed from the warranty title is the location of our company's registered office.

Assigning warranty claims and claims for damages and the like is prohibited. If the Customer sells the delivered goods, any and all claims from the warranty title against us shall become void; **the right to recourse according to § 933 b ABGB (Austrian Civil Code) shall be excluded.**

Our liability for any damages suffered by the Customer due to business transactions with us shall generally be limited to the value of the purchase order placed with us and restricted to damages resulting from gross misconduct on our part or on part of our agents. This limitation of liability shall not apply to claims relating to personal injury, where we shall be liable also in the event of slight or ordinary negligence. Any compensation by us for consequential damages, pure economic losses, loss of profits, and damages resulting from third party claims shall be excluded. The burden to prove gross negligence shall lie with the Customer.

Any and all instructions that are given in brochures, manuals or other product information shall be strictly followed by the Customer in order to prevent any damages. We expressly warn against any use beyond the defined areas of application. We shall not have any duty of verification and/or warning in respect of any materials, data and printing devices provided by the Customer. In particular, in case of any data media provided, we will not verify the correctness of the data stored on such media. We will not assume liability of any kind for any direct or indirect damages that are caused by any errors in such data or materials.

In the event that our Customer should be held liable on the grounds of the Austrian Product Liability Act (*PHG, Produkthaftungsgesetz*), the Customer expressly agrees to waive the right to recourse within the meaning of section 12 PHG.

Rescission of the Agreement

In the event of default of acceptance or owing to other important grounds, in particular (but without limitation) if a petition to open insolvency proceedings with regard to the Customer had been dismissed due to lack of assets, if the Customer falls in arrears with payments, and in cases of *Force Majeure*, we shall, without prejudice to any further claims of any kind on our part, be entitled immediately to rescind the contract or parts thereof without granting any period of grace. The Customer shall be obliged to inform us immediately of the existence of any such circumstances. The rescission shall have legal effect upon our unilateral declaration of withdrawal from the contract.

Data protection, change of address and copyright

The Customer hereby expressly consents that also personal data contained in the contract will be stored and electronically processed by us in performance of this contract.

The Customer shall be obliged to immediately and spontaneously notify us of any change in his/its residential and/or business address, as long as the legal transactions as covered by this contract have not been fully performed by both parties. Should the Customer fail to notify any such change of address, our statements or notices shall also be deemed to have been received the Customer if they have been sent to the most recent address notified to us. The burden of proof that we have received the notification of Customer's change of address lies with the Customer.

Materials and data provided

Any materials, documentation and data of any kind (hereinafter referred to as the "Material") shall be sent to our premises free of any charge. We will confirm the receipt without giving any guarantee as to the correctness of the quantities stated in the shipment documents. We are only able to carry out a proper acceptance and check during the production process and we shall be only liable for such damages that are due to our gross misconduct. We shall be entitled to invoice any and all costs associated with the checks and storage of Material provided. Any packaging material shall automatically pass into our ownership upon processing.

The Customer is obliged to collect its Material from our premises within four weeks from completion of the respective order. After this period, we shall not be liable in any way for Material not collected and we shall be entitled to dispose of such Material at the Customer's expense –and in such case the Customer shall not have any right to compensation of any kind–, or to store such Material on our behalf but at Customer's risk and expense at normal market terms either at our premises or with a third party. We shall in no case be obliged to store such Material as well as any objects serving its re-use beyond the above-mentioned period.

For data provided to us by the Customer, we shall only be liable within the meaning as described above, if the Customer confirms on the galley proof that the data received by us are in line with the data sent by him.

We shall not have any duty of verification and/or warning in respect of any Material provided by the Customer. In particular, in case of any data media provided, we will not verify the correctness of the data stored on such media. We will not assume liability of any kind for any direct or indirect damages that are caused by any errors in such data or materials.

Place of performance, applicable law, jurisdiction, severability

The place of performance for all contractual obligations of the parties to this contract shall, without prejudice to any agreement made on the place of delivery and the assumption of any transport costs, be our company's registered office in Schwanenstadt, Austria.

The present agreement shall exclusively be governed by Austrian substantive law. The conflict of law rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are hereby explicitly excluded.

For the Customer the sole venue and jurisdiction for all disputes arising from or in connection with the present contractual relationship shall be that of the court competent with regard to the subject matter in respect to Schwanenstadt, Austria. We shall however, at our discretion, be entitled to institute proceedings against the Customer in any other court that may be competent under national or international law.

If a provision of our present General Terms and Conditions of Sale should be or become ineffective, then the effectiveness of the remaining provisions of our present General Terms and Conditions of Sale shall remain unaffected thereby. In such case the parties to the Agreement shall be required to agree on a new provision that corresponds as closely as possible to the purpose of the invalid provision.

Miscellaneous

The headings of the provisions included in these General Terms and Conditions of Sale are used for reference only and must not be used for interpretation.

No development in the business relationship between the Customer and ourselves, and no delay or omission in regard to the exercise of any right or remedy granted to us on the basis of these General Terms and Conditions of Sale, shall constitute a waiver of such rights. All rights and/or remedies granted to us in the present General Terms and Conditions of Sale shall be deemed to be cumulative and of equal rank and to exist in addition to other statutory rights or remedies.