

Appendix 1: General Terms of Purchase (GTP) of Convoi GmbH

I. Miscellaneous

The following terms form an integral part of all contracts concluded between us and a supplier, even if we do not expressly refer to them in subsequent contracts. The supplier's general terms of business shall not apply vis-à-vis us, even if we have not expressly objected to those terms.

II. Ordering and order confirmation

Only written orders shall be binding, including those placed by electronic means. Unless otherwise agreed in individual cases, we shall only be bound by orders if they are confirmed by the supplier, in writing and stating a binding delivery date, within 14 days of receipt by the supplier. Any discrepancies in terms of quantity/quality compared with the text and content of our order and subsequent changes to the contract shall not be deemed to have been agreed upon until we have expressly confirmed them, in writing. Mutual agreement shall be reached as regards the effects of such discrepancies or changes, in particular in regard to increased or reduced costs.

III. Delivery and performance

The agreed delivery periods and dates are binding. They shall run from the date of the order. The goods/work or service must be received by us, at the reception location/construction site stated by us, within the delivery period or on the delivery date. The supplier shall be in default if the agreed delivery date is not met. In the absence of an agreement, he shall be in default if he has not adhered to the delivery period that is reasonable and usual in the circumstances. The supplier shall be obliged to compensate us for damage due to delay in performance. Furthermore, we shall be entitled to withdraw from the contract and/or to demand compensation if a new deadline we have set is unheeded. The supplier must inform us at once of any anticipated delay and obtain our decision as to the perpetuation of the order. The acceptance without reservation of a delayed delivery or performance shall not imply a waiver of our claims on account of delayed delivery/performance. We shall not be obliged to take receipt of delivery/performance before the delivery date has elapsed. If delivery is not possible, we shall be entitled to demand compensation or to assert other rights under warranties.

IV. Quality, acceptance and notification of defects

The supplier is obliged to abide by the technical data stipulated by us for his deliveries/services, the applicable accident prevention and VDE (German Association for Electrical, Electronic & Information Technologies) regulations, the DIN (German Institute for Standardization) regulations, the relevant legal provisions and the latest good engineering practice. The supplier must perform a quality inspection of a suitable nature and scope, to ensure the quality of his deliveries/services. The supplier waives the plea of delayed notification of defects and of unconditional acceptance.

V. Payment terms

Unless otherwise agreed, payment shall be made within 30 days net. If payment is made within 14 calendar days, the supplier shall grant us a 3% discount on the invoice amount. This period shall commence upon receipt of the delivery/service in accordance with the contract and a verifiable invoice. Part-payments for partial deliveries/partial services must be agreed upon in advance, in writing. Reminders must be sent in writing. We shall not be in default until we have received a reminder. The remittance of the transfer instruction to the bank/credit institution or the date on which the cheque is sent shall determine the punctuality of our payment. If payment is made in advance we shall be entitled to demand a bank guarantee. Claims on us may only be assigned with our written permission.

VI. Guarantee and liability

1. The supplier shall assume the obligation to expertly and properly execute our orders and instructions using the respective state-of-the-art methods.
2. We must notify the supplier without delay of any defects or defective performance affecting the delivery/service as soon as they are identified in the ordinary course of business. If defective goods/services are supplied, the supplier shall be given the opportunity to cure the situation (remedy the defect/make a subsequent delivery). We shall have the right of option in this matter. Subject to the requirements of § 439 para. 3 BGB (German Civil Code), the supplier shall have the option to refuse our chosen form of cure. We shall be entitled to reduce the purchase price or the remuneration claim or to withdraw from the contract if we have previously allowed a reasonable period for the cure and that period has not been heeded. In urgent cases we shall be entitled – after informing the supplier – to remedy the defect ourselves or to have it remedied by a third party. The supplier must compensate us for all expenditure incurred.
3. Furthermore, we shall be entitled to demand compensation. This applies to both a breach of duty on account of a primary contractual obligation or the breach of a secondary obligation. In the event of compensation the supplier shall be obliged to compensate us for the damage occurring directly and/or indirectly as
4. a consequence of a defect. This shall also include compensation for consequential damage. In principle, the supplier shall only be liable to pay compensation if he has culpably caused the damage. If a supply risk and/or a guarantee is assumed, the supplier shall be liable irrespective of blame.
5. The warranty period shall, in principle, be two years from acceptance of the delivery items or the service. This period shall be extended accordingly if we are obliged by our

customers to offer longer warranty periods. If a claim is made on us on the basis of recourse pursuant to § 478 BGB (German Civil Code), the periods provided for in that article shall apply.

6. In the event of deficiencies in title, the supplier shall indemnify us in respect of any claims of third parties. The statutory warranty period shall apply.
7. The period of limitation for defects remedied within the warranty period shall commence afresh from the time at which the cure was undertaken.
8. The supplier must reimburse us any costs we incur as a result of the defective delivery/service or other malperformance, in particular costs of transport, materials and labour.
9. If a defect becomes apparent within twelve months of the transfer of risks, it will be assumed that the defect existed at the time the risks were transferred.
10. If a claim is made on us under foreign law on account of product liability or similar principles of liability, the supplier must compensate us for damage we suffer insofar as his deliveries and/or his conduct were the cause of the damage. The supplier waives the plea of the lapse of time in respect of these claims for as long as a claim can be made on us.

VII. Force majeure

War, civil war, export restrictions and/or trade restrictions due to a change in the political conditions, as well as strikes, lock-outs, stoppages, production cuts and similar events which render it impossible or unreasonable for us to fulfil the contract shall constitute force majeure and shall discharge us from the obligation to accept the deliveries/services in a timely manner for as long as they persist. The contracting parties shall be obliged to mutually inform each other of such events and to adapt their obligations to the changed circumstances, in good faith.

VIII. Trade secrets

1. The supplier is obliged to treat our orders and all associated commercial and technical details as trade secrets.
2. If a contracting party supplies the other with drawings or technical documents regarding the goods to be delivered or their manufacture, or with prototypes, these shall remain the property of the contracting party who supplied them.
3. Each contracting party will use all documents (which shall include prototypes, models, tools and data) and knowledge which he receives as a result of the business relationship solely for the contractually agreed purposes and shall take the same care in maintaining their confidentiality vis-à-vis third parties as he would for his own, similar documents and knowledge, if the other contracting party designates them as confidential or has a manifest interest in the preservation of their confidentiality. This obligation shall commence upon first receipt of the documents or knowledge and shall end 36 months after the end of the business relationship.
4. The obligation shall not apply to documents and knowledge that are in the public domain or that were already known to the contracting party at the time of receipt without the latter being obliged to observe confidentiality, or that are subsequently conveyed by a third party authorized to pass them on, or are developed by the receiving contracting party without using documents or knowledge of the contracting party that are subject to confidentiality.

IX. Non-competition clause

The supplier is obliged, for a period of 2 years counting from the last order by us, not to approach our customers and offer them, in a similar or identical form, the services that he has provided as a subcontractor service for us and, therefore, as a partial service for the customer. For each breach of the preceding formal obligation the supplier undertakes to pay us a contractual penalty of 50,000 euros, without the requirement of culpable conduct on the part of the supplier in order for this penalty to be incurred.

X. Exclusion of set-off

Set-off or retention in respect of claims of the supplier and associated claims shall only be permitted in respect of due counterclaims against which there is no objection or that have been established in law.

XI. Final provisions

1. Verbal understandings must be recorded in writing in order to be effective.
2. The transfer of rights and obligations of the supplier arising from the contract concluded with us shall require our written permission in order to be effective.
3. Should any of the provisions be or be rendered null and void, the other provisions shall be unaffected.
4. The place of performance is the place of delivery or execution named by us and, for payments, is Nuremberg/Bavaria.
5. If the supplier is a registered trader, a legal entity under public law or a special fund under public law, legal proceedings in respect of all disputes arising from the contractual relationship must be brought before the competent court in Nuremberg. We shall also be entitled to bring action at the supplier's head office.
6. German law exclusively applies, to the exclusion of the laws on the international sale of goods.

Version: Februar 2011

Belfast

Berlin

Bratislava

Eindhoven

Lostorf

Maastricht-Airport

Nuremberg

Prague

Pune

Utrecht

convoi facilitating change