

Gaßner Glastechnik GmbH
Terms and Conditions of Sale, Supply and Performance

1. SCOPE OF APPLICATION

1.1 Material scope: The following Terms and Conditions of Sale, Supply and Performance (hereinafter referred to as TCSSP) shall apply to all business transactions of Gaßner Glastechnik GmbH (hereinafter referred to as GASSNER) with a purchaser, principal or ordering party (hereinafter referred to as CUSTOMER) with regard to initiating, concluding and executing any purchase and supply contracts concerning products (including accessories and spare parts) manufactured and/or sold by GASSNER as well as any other services commissioned by the CUSTOMER and rendered by GASSNER, especially services or works in the fields of glass and glassware technology, glass processing and glass machining ordered by the CUSTOMER and to be performed by GASSNER – with the exception of repair services. In the case of regular business relations with a CUSTOMER, these TCSSP shall also apply for any future offers, orders / commissions, goods and services to be supplied to the CUSTOMER, even if express repeat reference is not made thereto.

1.2 Personal scope: Pursuant to section 310 (1) BGB (German Civil Code), these TCSSP shall solely apply for business contracts with an entrepreneur, a legal entity under public law or a special fund under public law.

1.3 Exclusion of third-party, deviating terms and conditions: These TCSSP shall apply exclusively; any terms and requirements of the CUSTOMER conflicting with or deviating from these TCSSP or from legal provisions – in particular if mentioned in its conditions of purchase or in its General Terms and Conditions (GTC) – will not be recognised by GASSNER unless the GASSNER management has given its express consent in writing, confirming individually the validity and the inclusion of said terms and requirements in the respective contractual relationship with the CUSTOMER. Where this is not the case, these TCSSP shall also apply if GASSNER unconditionally executes delivery of goods or services or accepts payments irrespective of being aware that the CUSTOMER's terms and conditions conflict with or deviate from these TCSSP or from statutory provisions.

2. OFFER / OFFER DOCUMENTATION / CONCLUSION OF AGREEMENT

2.1 Offers submitted by GASSNER

2.1.1 All offers by GASSNER are subject to change and non-binding; unless explicitly and in written form (section 126 BGB / German Civil Code) declared as being binding), they are in principal to be understood as an invitation to the CUSTOMER to submit an offer for the conclusion of an agreement.

2.1.2 Illustrations, graphical representations of products, their components and other parts (including accessories and spare parts) as well as related details and descriptions, which are published by GASSNER on its corporate website or in company brochures, catalogues, advertisements, mailings, price lists and similar documents, do not include a binding offer towards the CUSTOMER to conclude a quality agreement or to assume any guarantee within the meaning of section 443 BGB (German Civil Code).

2.1.3 The assurance or assumption of any guarantee regarding a certain quality, property or suitability for a certain purpose of the purchase item or of the performance agreed under a service or work contract shall only be binding if GASSNER declares and confirms the relevant quality, property or suitability in writing or if the said characteristics have been expressly declared as "warranted" or "guaranteed" in the contractual provisions with the CUSTOMER. Properties of samples and specimens shall only be considered binding when explicitly agreed as quality of the goods.

2.1.4 With regard to all offer documents provided – also in electronic form – to the CUSTOMER by GASSNER (including illustrations, plans, drawings, calculations, cost estimates), samples, models and other documents, GASSNER reserves all rights of ownership, intellectual and industrial property rights. The CUSTOMER may only make these documents accessible to third parties with the prior written consent of GASSNER. If such documents or samples/models have been delivered/sent to the CUSTOMER in the course of contract negotiations and an agreement has not been signed between the parties, the CUSTOMER has to immediately return them to GASSNER or irretrievably delete the stored data in case the information has been made accessible to the CUSTOMER in electronic form.

2.2 PURCHASE ORDERS / PLACEMENT OF CUSTOMER ORDERS

2.2.1 In cases where the purchase order / placement of the order by the CUSTOMER is to be classified as an offer according to section 145 BGB (German Civil Code), GASSNER may accept the order within a period of two (2) weeks; the acceptance is made by means of a written confirmation of the order.

2.2.2 Order confirmations by GASSNER that have been automatically created shall be valid even without a signature.

2.2.3 In case the parties mutually agree upon the use of individual electronic communication services within the meaning of section 312e (2) sentence 1 BGB (German Civil Code) for transmitting and receiving offers, purchase orders or order placements of the CUSTOMER and if the CUSTOMER makes use of this form of transmission, the simple confirmation of receipt shall not be deemed a binding acceptance of the purchase order / order placement; however, the confirmation of receipt may be combined with the declaration of acceptance of the order (order confirmation) by GASSNER.

2.3 CONCLUSION OF AGREEMENT

2.3.1 The agreement shall be deemed concluded provided that the CUSTOMER has received the declaration of acceptance (order confirmation) issued by GASSNER within the acceptance period mentioned in the above clause 2.2.1 or within a period of acceptance extended by a mutual agreement between GASSNER and the CUSTOMER.

2.3.2 In case GASSNER declares acceptance of the offer submitted by the CUSTOMER under modified conditions ("modified order confirmation"), this declaration of acceptance shall be understood pursuant to section 150 (2) BGB (German Civil Code) as an offer made by GASSNER to the CUSTOMER to enter into a modified agreement. Provided that the CUSTOMER does not object to the modified order confirmation within five (5) calendar days upon receipt, GASSNER's offer shall be deemed accepted by the CUSTOMER, and the agreement shall be concluded on modified terms and conditions. This shall not apply if GASSNER – considering a substantial deviation from the initial CUSTOMER purchase order – could not expect the CUSTOMER to accept the modified offer. – The preceding provisions in sentences 1 to 3 shall apply mutatis mutandis for the (opposite) case where the CUSTOMER declares acceptance of a binding offer made by GASSNER on modified terms and conditions.

3. PRICES / TERMS OF PAYMENT / DEFAULT IN PAYMENT

3.1 All prices quoted in offers and price lists of GASSNER are in euros (EUR), net (without deduction) and "ex works" (EXW), exclusive of the respective statutory value added tax in force at the time of invoicing, unless otherwise agreed with the CUSTOMER expressly and in writing.

3.2 Unless otherwise indicated in the offer declared as binding or in the order confirmation of GASSNER, the quoted prices do not include: customs duties, fees and other state charges related to the acquisition of goods or services and other incidental expenses such as, in particular, costs for packaging, loading, freight, shipping and postal charges as well as potential costs of insurance and bank charges, which GASSNER will invoice separately to the CUSTOMER.

3.3 The deduction of a discount for early payment respectively the granting of rebates or instalments shall be subject to specific written agreements, which GASSNER is not obliged to conclude. Any unauthorised deduction of discounts or rebates will be subsequently invoiced to the CUSTOMER and will be due for payment immediately.

3.4 If, according to credible information provided by the CUSTOMER, a so-called "intra-Community delivery" within the meaning of section 4 (1b) and section 6a (1) UStG (German Value Added Tax Act) can be assumed, and if for that reason and in full confidence of the correctness of this information, GASSNER did not charge value added tax in its invoice to the CUSTOMER, and if subsequently this information turned out to be incorrect and GASSNER was therefore obliged to pay VAT on the said delivery, the CUSTOMER shall be held to pay the tax burden to GASSNER in the relevant amount.

3.5 With regard to purchase transactions concluded with the CUSTOMER, the payment to GASSNER to be rendered by the CUSTOMER will be due immediately upon receipt of the invoice or an equivalent payment schedule without any deduction; if another term of payment has not been agreed, invoices shall be due for payment within thirty (30) days from the invoice date. The receipt of the total invoice amount due, credited on one of the business accounts kept by GASSNER shall be solely decisive for determining a settlement at due date. GASSNER shall be entitled, but not obliged to accept instalments.

With reference to the due date of payments the CUSTOMER has to make to GASSNER for commissioned services or works, the maturity dates shall prevail that are stipulated in the relevant agreement with the CUSTOMER.

3.6 In case the CUSTOMER defaults in payment for claims already due, it shall pay default interest pursuant to section 288 (2) BGB (German Civil Code) in the amount of 9 percentage points above the basic interest rate pursuant to section 247 BGB (German Civil Code). This shall not affect any further rights and claims of GASSNER, in particular the rights set forth in section 288 (3), (4) and (5) BGB (German Civil Code), the right to claim for damages due to non-performance and the right to withdraw from the contract.

3.7 All payments by the CUSTOMER shall be made exclusively in euros (EUR) and – if not agreed otherwise – have to be effected by bank transfer in form of a SEPA credit transfer.

3.8 The settlement of invoices by the CUSTOMER via cheque or bill of exchange shall always require a separate agreement, which GASSNER is not obliged to conclude and is only willing to do so in exceptional cases. If GASSNER exceptionally accepts cheques or bills of exchange, this shall only be done on account of payment and shall be subject to their cashing at the value of the day GASSNER is able to dispose of the equivalent amount due to a credit entry. GASSNER's claim shall only lapse when the amount owed from the cheque or the bill of exchange has been cleared. Bills of exchange have to be eligible for discount. Furthermore, the CUSTOMER shall have to pay potential charges for collection.

3.9 If, after the conclusion of an agreement, GASSNER obtains information about circumstances that give rise to justifiable doubts as to the CUSTOMER's ability to pay or to its creditworthiness, or if, upon entering into a contract, a significant deterioration in the CUSTOMER's assets situation occurs, which would jeopardise GASSNER's claim to payment for the contractual delivery or performance, GASSNER shall be entitled to revoke any granted terms of payment and, insofar as GASSNER has not yet performed the contract, to provide any pending or outstanding deliveries or services only against advance payment, per cash on delivery, cash against documents or against provision of an adequate security. GASSNER reserves the right to exercise and enforce any further legal rights and claims, in particular the right to withdraw from the contract (cf. section 323 (1) BGB / German Civil Code) and the right to claim compensation for non-performance (cf. section 325 BGB / German Civil Code).

4. LIMITATIONS TO CUSTOMER RIGHTS OF SET-OFF AND RETENTION / PROHIBITION OF ASSIGNMENT

4.1 The CUSTOMER shall only be entitled to exercise set-off and retention rights, insofar as his counterclaims are undisputed or recognised by GASSNER, or have been established in law, or are at least ready for a decision, meaning that they can be conferred without taking further evidence. In addition, the CUSTOMER shall only be entitled to exercise a right of retention to the extent that its counterclaim is founded on the same contractual relationship with GASSNER.

4.2 The assignment of claims by the CUSTOMER (contractual and/or statutory) directed against GASSNER shall only be permitted with the prior written consent of GASSNER, the issuance of which the CUSTOMER is not entitled.

5. DELIVERIES / PARTIAL DELIVERIES

5.1 Unless otherwise stated in the confirmation of order issued by GASSNER, all deliveries shall be made "ex works" respectively "EXW, D-81375 München, Haderunstraße 4" in case of cross-border delivery transactions, according to the latest version of INCOTERMS in force at the time the agreement is concluded. In the above-mentioned cases, place of performance for deliveries shall be the place of GASSNER's delivery works / warehouse in Munich; in addition, GASSNER shall neither be obliged to load the goods on a collecting transport vehicle nor to clear them for export where applicable.

5.2 GASSNER shall be entitled to execute partial deliveries and render partial services to the extent that (i) no other agreement has been made contrary to the provisions agreed with the CUSTOMER, (ii) the partial delivery / partial service is useable for the CUSTOMER within the scope of the contractually intended purpose and (iii) the delivery of the remaining purchase items respectively the performance of the remaining partial services is guaranteed and (iv) this does not incur any additional costs for the CUSTOMER. Furthermore and with regard to small-scale products (e.g. test tubes) with order quantities of 50 pieces and more, deviations from the ordered quantity up to an additional maximum of + 10% shall be permissible and must be accepted and paid by the CUSTOMER if they are within this range of tolerance.

6. DELIVERIES ON CALL ORDER

6.1 For delivery on call order agreed with the CUSTOMER, unless otherwise specified in the contract with the CUSTOMER, the following shall apply: the quantity held ready for demand at the agreed call-off date shall be deemed called off by the CUSTOMER one (1) month after expiry of the agreed period for the relevant call. If an agreement on call-off periods is not made, the order quantity agreed for the overall call-off period shall be deemed called by the CUSTOMER at the latest three (3) months after conclusion of the delivery on call contract. Should the CUSTOMER not fulfil his obligation to divide the call-off contingent into quantities and to call up the relevant quantities within one (1) month after expiry of the agreed call-off period, or in case of absence of such an agreement one (1) month after receipt of a request by GASSNER to call off the goods, GASSNER shall be, at its own discretion, entitled to (i) divide the total order quantity contractually agreed into quantities of its own choice, to deliver the goods for the account and at the risk of the CUSTOMER and to charge the CUSTOMER for this delivery and to further proceed to the production of a potentially remaining quantity still to be manufactured and due for call only against advance payment or against provision of an adequate security, or (ii) to refuse the further implementation of the agreement and to claim for compensation instead of performance.

6.2 The provisions laid down in clause 6.1 shall not affect any other legal or contractual claims and rights held by GASSNER, such as, in particular, claims for reimbursement of additional costs (e. g. storage costs), which result from changes requested by the CUSTOMER after conclusion of the agreement and concerning date of delivery and/or quantity of all or individual call-offs.

7. TIME OF DELIVERY AND PERFORMANCE / DEFAULT / FORCE MAJEURE

7.1 Terms of delivery shall be deemed binding for GASSNER only to the extent that they have been expressly declared as binding and expressly confirmed by GASSNER to the CUSTOMER in writing. Terms of delivery shall start with the date of the order confirmation, but not before occurrence of the prerequisites mentioned in clause 7.2; the same shall apply to dates of delivery.

7.2 The time of delivery or performance indicated respectively confirmed by GASSNER assumes the following prerequisites: the prior clarification of all commercial, technical and logistical issues necessary for the execution of the contract as well as the timely and proper fulfilment of all individually required duties of information and action (obligations to cooperate) incumbent upon the CUSTOMER as well as the provision of potentially agreed advance payments or prepayments by the CUSTOMER. If the CUSTOMER does not comply with these duties to cooperate on time and completely, the periods of delivery or performance shall be subject to reasonable extension. GASSNER shall reserve the right to object for non-performance of contract.

7.3 GASSNER shall be liable towards the CUSTOMER for default damages eligible for compensation in terms of section 286 German Civil Code, insofar as

- a) a fixed-term transaction has been agreed with the CUSTOMER within the meaning of section 376 HGB (German Commercial Code) respectively section 323 (2) no. 2 BGB (German Civil Code), or
- b) the CUSTOMER is entitled – as a consequence of a default in delivery or performance caused by GASSNER – to invoke cessation of interest in further fulfilment of the contract according to section 286 (2) no. 4 BGB (German Civil Code), or
- c) default in delivery is based on an intentional or grossly negligent breach of contract GASSNER is responsible for; whereas in these cases GASSNER's liability for default shall be limited to compensation of foreseeable, typically occurring damage according to the nature of the purchase item / the subject of performance, or
- d) default in delivery or performance attributable to GASSNER is based on a culpable, even slightly negligent breach of a fundamental contractual obligation; in this case however, GASSNER's liability for default shall be limited to damages that are foreseeable and typically occurring.

7.4 In other respects, GASSNER's liability for default due to reasons of slight or ordinary negligence towards the CUSTOMER that are attributable to GASSNER shall be limited within the context of a flat-rate compensation for default to a maximum of 5 per cent of the net value regarding the part of delivery or performance that cannot be used in good time or as contractually agreed by the CUSTOMER as a result of the default. This shall not affect any other statutory claims and rights of the CUSTOMER.

7.5 Insofar as the liability of GASSNER is restricted according to clauses 7.3. (c) and (d) and 7.4, this limitation of liability shall equally apply to faults committed by GASSNER's legal representatives, employees and vicarious agents which are attributable to GASSNER within the scope of liability for damages caused by default.

7.6 Upon request of GASSNER, the CUSTOMER shall be obliged to declare within a reasonable period of time whether, as a result of the delay in delivery or performance, it intends to make use of its right to withdraw from the contract and/or to claim compensation instead of performance or if it will insist on the execution of the delivery or performance. This shall also apply if GASSNER is in delay with a partial delivery or a partial performance.

7.7 If events of force majeure occur, in particular grave natural disasters or acts of a third party external to the company (e.g. war, riots, terrorist attacks to transport and trading routes, hacker attacks which, despite protective measures, lead to serious malfunctions or to the complete failure of the IT and web systems of GASSNER and/or its upstream suppliers) as in the case of hindrances resulting from measures and interventions in trade or monetary policies taken by German state authorities, bodies of the European Union, the European Central Bank or of other countries, GASSNER shall be entitled – even in case of default that has already occurred – to postpone the delivery or performance of the commissioned service for the duration of the hindrance plus a reasonable starting period under the circumstances, provided that the said hindrance concerns the delivery or performance obligations of GASSNER or its upstream suppliers, vicarious agents or subcontractors. If this is the case, GASSNER shall immediately communicate to the CUSTOMER the occurrence and the expected end of such a hindrance and shall make every effort within the framework of what is economically reasonable to minimize the impact such occurrences might have on the delivery / performance concerned. If the delivery / partial delivery or performance / partial performance affected by a case of force majeure is delayed for more than thirty (30) days, both GASSNER and the CUSTOMER shall be entitled, with regard to the extent of the (partial) delivery / (partial) performance affected by the hindrance, to declare withdrawal from the contract without being entitled to any compensation.

7.8 In case the CUSTOMER comes into default of acceptance of the delivery or performance or culpably violates its obligations of cooperation, GASSNER shall be entitled to claim compensation from the CUSTOMER for any damage resulting thereof, including any possible additional expenditures. This shall not affect the CUSTOMER's right to demonstrate and assert that the damage and/or additional expenditures suffered by GASSNER were minor by nature or not incurred at all. In other respects, GASSNER reserves the right to exercise and enforce any further rights and claims.

8. PASSING OF RISK / TRANSPORT DAMAGES

8.1 In the case of deliveries ex works Haderunstraße 4, D-81375 München (EXW Incoterms 2010), the risk of accidental loss and accidental deterioration of the purchase item passes from GASSNER to the CUSTOMER once the goods have been placed at the disposal in the above-mentioned plant / warehouse. GASSNER shall inform the CUSTOMER about the provision of goods either by sending a notification of readiness for dispatch in electronic form according to section 126a BGB (German Civil Code) or in writing according to section 126b BGB (German Civil Code).

8.2 If a sale to destination (sales shipment) has been agreed (section 447 BGB / German Civil Code), the risk of accidental loss and accidental deterioration of the goods – even in the case of a freight-free delivery or a delivery free domicile possibly agreed – shall pass to the CUSTOMER as soon as the goods to be shipped have been handed over to the forwarder, carrier or any other person specified to carry out the shipment. This shall also apply if GASSNER assumes the packaging of the goods to be shipped and/or their transport on behalf of the CUSTOMER.

8.3 If the prerequisites set forth in clause 7.8 sentence 1 are met or if the CUSTOMER enters into default of acceptance or debtor's default for other reasons it is responsible for, the risk of accidental loss or accidental deterioration of the purchase item shall pass to the CUSTOMER at the time when the latter enters into arrears of acceptance or payment.

8.4 Unless otherwise stated and contractually agreed with the CUSTOMER, and insofar as acceptance is to take place, the date of acceptance shall be fundamentally decisive for the transfer of risks. The acceptance by the CUSTOMER shall take place immediately on the agreed acceptance date, alternatively forthwith upon receipt of GASSNER's notification of readiness for acceptance (cf. clause 9.2) by the CUSTOMER.

8.5 The CUSTOMER shall be obliged to examine the goods for potential transport damage immediately upon delivery and, if such damage has occurred, to notify the transporting agent thereof, have a damage report established, secure evidence and notify GASSNER without any delay by phone or in writing (section 126b BGB / German Civil Code). In case of delivery to a place other than the registered office of the CUSTOMER, the CUSTOMER must ensure that a receptionist instructed accordingly will take the aforementioned measures on the spot.

9. SERVICE AND WORK PERFORMANCE (exclusive of repair services)

9.1 Provided that the CUSTOMER has commissioned the performance of services with GASSNER, the services shall be deemed rendered in principle when GASSNER proceeds to surrender the work result contractually due to the CUSTOMER. In any case, the work result shall be deemed accepted ("accepted") by the CUSTOMER according to the terms of contract if it makes or could make productive use of the performance in the contractually intended purpose.

9.2 The CUSTOMER shall be obliged to accept GASSNER's performance under a work contract that does not concern repair services as soon as GASSNER has notified the CUSTOMER of the readiness of acceptance (text form according to section 126b BGB / German Civil Code is sufficient) and once a possibly contractually agreed testing of the work performance has been effected.

9.3 Any negligible defects shall not entitle the CUSTOMER to refuse acceptance.

9.4 In case the CUSTOMER refuses acceptance without giving reasons or without being entitled thereto, GASSNER shall be authorised to set a deadline of fourteen (14) calendar days in writing, demanding the submission of the declaration of acceptance. After expiry of the deadline, the acceptance shall be deemed carried out, if the CUSTOMER does not declare acceptance within the given period or does not notify GASSNER in writing of any major defects determined or does not specify their nature or at least their symptoms.

9.5 Upon acceptance, GASSNER shall no longer be liable for visible defects, for which the CUSTOMER did not reserve the right to claim at the time of acceptance.

9.6 The taking on and provision of repair services, which GASSNER does not render on the basis of warranty obligations or because of the breach of a guarantee provided, but carries out at the separate request of the CUSTOMER, shall be governed by GASSNER's special Repair Terms and Conditions.

10. SPECIAL PROVISIONS FOR THE PROCESSING OF GLASS WORK PIECES ON CUSTOMER ORDER

Unless otherwise stated in the CUSTOMER agreement, the processing of the delivered work pieces by GASSNER shall be effected in accordance with the state of the art at the time of conclusion of the agreement; furthermore, the following obligations to cooperate shall apply for the CUSTOMER:

10.1 The CUSTOMER shall be obliged to ship / have shipped the work pieces of which it has ordered the processing (e.g. surface treatment) by GASSNER at its own risk and expense to the GASSNER site, namely in clean and faultless condition and during GASSNER's normal business hours (Monday to Friday, from 7:00 am to 4:00 pm). The CUSTOMER shall, at its own expense, be solely responsible for ensuring that the work pieces are delivered in appropriate and clean transport containers. In addition, it shall be the exclusive task of the CUSTOMER and at its own expense and risk to charge a forwarder or carrier with both the delivery and the collection of the work pieces and transport containers and to ensure adequate insurance coverage against the risks of theft, breakage and transport damages.

10.2 A notification letter sent by the CUSTOMER at least eight (8) working days in advance shall have to precede each shipment, announcing the exact date of delivery and containing all relevant details and information that is necessary to perform the requested treatment of the work pieces; this concerns in particular the following information:

- a) the designation of the work pieces, their number, net weight and type of packaging,
- b) the dimensions and measures of the work pieces as well as their composition and quality of the materials they are made of (standard designation, for third-party products: also brand and manufacturer),
- c) what kind of pre-treatment steps the work pieces have already undergone,
- d) all relevant specifications concerning the desired type of treatment of the work pieces,
- e) the intended purpose/s of use of the work pieces commissioned for treatment,
- f) and, if applicable, special requirements for the temporary storage of the treated work pieces up to the time of their collection by the CUSTOMER respectively the forwarder or carrier charged with this task.

10.3 If the CUSTOMER fails to send the notification letter as stated in clause 10.2 or the above-mentioned information is missing or incomplete, unclear or incorrect, the CUSTOMER shall be obliged, upon GASSNER's request, to provide this information respectively to complete, define more precisely or to correct it

without delay and in writing. GASSNER shall be entitled to defer the execution of treatment of the delivered work pieces until the date when there is complete clarity and accordance between GASSNER and the CUSTOMER as to all details and information required for the commissioned treatment of the work pieces on the CUSTOMER's part.

11. SPECIAL PROVISIONS FOR MOULDS, (MOULDING) TOOLS

11.1 Unless otherwise agreed in an individual contract with the CUSTOMER, the cost for development and production of moulds, dies, (moulding) tools and appliances (hereinafter referred to as "means of production") developed and manufactured by GASSNER (or a person commissioned by the same) for processing of the order shall be charged separately to the CUSTOMER; such means of production shall remain in the property of GASSNER, even after payment of the aforementioned costs. For potential follow-up orders, GASSNER shall keep in stock the said means of production free of charge for up to one (1) year after the last CUSTOMER order.

11.2 If after conclusion of contract at the beginning or during the manufacturing period of the means of production and even upon receipt of a written request and setting of an adequate deadline by GASSNER the CUSTOMER continues to refrain from or unduly refuses to provide the necessary information or continues to neglect his obligations to cooperate, GASSNER shall be entitled either (i) to suspend or terminate the beginning or the continuation of works for the means of production, which shall be communicated to the CUSTOMER in electronic form (section 126a German Civil Code) or in writing (section 126b German Civil Code), or (ii) to terminate the contract without notice. All development and manufacturing costs of GASSNER incurred until receipt of the notification respectively termination without notice by the CUSTOMER shall be borne by the CUSTOMER.

11.3 If the CUSTOMER provides GASSNER with production means for the execution of contract production orders, which are the property of the CUSTOMER or a third party, the following provisions shall apply:

11.3.1 The CUSTOMER must at its own risk and expense ship/have shipped the means of production to GASSNER, namely during GASSNER's normal business hours (stated above in clause 10.1) and at least eight (8) working days prior to the date agreed in the relevant contract production agreement with GASSNER in order to ensure the start of (test) production.

11.3.2 If the production means are the property of a third party, the CUSTOMER shall communicate this to GASSNER when placing orders and shall ensure that the delivered production means be labelled appropriately, indicating the property rights of a third party.

11.3.3 The CUSTOMER shall be obliged to provide GASSNER with the production means in clean and faultless condition, together with the specification agreed upon in the relevant contract production agreement and in sufficient quantities ensuring production free of interruptions for GASSNER. Where the mentioned requirements are not fulfilled, the delivery deadlines agreed in the contract production agreement shall be extended by an appropriate period. With the exception of cases of force majeure, the CUSTOMER shall bear the resulting additional costs caused by production interruptions.

11.3.4 The CUSTOMER shall be liable to GASSNER insofar that the production means provided are free of any industrial property rights held by third parties. The CUSTOMER shall further indemnify GASSNER against any legitimate third-party claims of property right holders and shall be liable to GASSNER for possibly resulting damage thereof, including the necessary costs of legal defence arising from each individual case on the part of GASSNER.

11.3.5 GASSNER's liability with regard to the productive use and the care and storage of the production means shall be limited to the duration of the relevant contract production order and to the care taken in its own affairs. The CUSTOMER shall be exclusively responsible for maintaining and insuring the production means. GASSNER's obligations of due diligence shall expire with the completed performance of the individual contract production order, but at the latest if the CUSTOMER does not collect the production means upon request of GASSNER. In this case, GASSNER shall be entitled to ship the production means to the CUSTOMER at the expense and risk of the latter.

12. CONTRACTUAL RIGHT OF LIEN IN THE CASE OF CONTRACT PROCESSING AND CONTRACT PRODUCTION ORDERS

12.1 With regard to its claims resulting from an order, GASSNER shall hold a contractual right of lien as to the items that came into its possession in the course of execution of the order, if the items are not recognisably the property of a third party. GASSNER may also exercise this right of lien with respect to all claims due arising out of works and other services formerly commissioned by the CUSTOMER and performed by GASSNER, insofar as these claims are related to the current order placed by the CUSTOMER. In other respects and with regard to further claims of GASSNER resulting from the business relationship with the CUSTOMER, the contractual right of lien shall only apply if these claims are undisputed by the CUSTOMER, recognised or have force of law and if the subject matter of the order is property of the CUSTOMER.

12.2 If the item in question is the property of a third party, GASSNER shall only be entitled to a right of retention if the requirements are fulfilled according to section 1000 BGB (German Civil Code) or pursuant to sections 369 (1) in conjunction with (2) sentence 2 BGB (German Commercial Code).

13. SECURING RETENTION OF TITLE

A. Retention of title in case of domestic business

13.1 GASSNER shall retain title of ownership in the purchase item (hereinafter referred to as "reserved goods") until all claims against the CUSTOMER arising from the relevant agreement of delivery on goods under reservation have been settled. This retention of title shall also apply to such goods under reservation, which the CUSTOMER uses in order to perform works or works delivery contracts with its own buyers / principals. – If the CUSTOMER infringes its contractual obligations / breaches the contract, in particular if it is in default of payment, GASSNER shall be entitled, upon expiry of a reasonable grace period for performance, to withdraw from the contract of delivery concluded with the CUSTOMER, take the reserved goods back respectively claim surrender and make use of these goods upon prior notice and after a reasonable period of time. The proceeds from the disposal shall be, less reasonable disposal costs, offset against the liabilities payable by the CUSTOMER.

13.2 For the duration of the retention of title, the CUSTOMER shall not be authorised to pledge any reserved goods nor to transfer them by way of security or charge them otherwise.

13.3 During the period of retention of title the CUSTOMER shall undertake to handle the reserved goods with due care. In addition, it shall be obligated to sufficiently insure the reserved goods – provided that the delivery value amounts to more than 5,000 euros (net) – against damage by fire, water, breakage, theft and vandalism at its own expense, with the insured sum being adequate to cover the reinstatement value, and to maintain insurance coverage for the duration of the retention of title and to give evidence thereof upon GASSNER's request. In the event that during the period of retention of title one of the aforementioned risks materialises with regard to the reserved goods, the CUSTOMER shall assign its rights and claims for compensation with the insurer to GASSNER. GASSNER herewith declares to accept this assignment and is committed to reassigning these rights and claims to the CUSTOMER on the condition precedent that the retention of title expires with the complete settlement of all claims resulting from the delivery contract on the reserved goods.

13.4 Subject to clause 13.8, the CUSTOMER shall be entitled – until revoked by GASSNER – to resell the reserved goods in the ordinary course of business, if it fulfils its obligations arising from the delivery agreement on the goods under reservation and settles payment to GASSNER in time. Any use of the reserved goods in order to perform works or works delivery contracts (= contracts whose subject matter consists of the delivery of movable items to be manufactured or produced, cf. section 651 BGB (German Civil Code) shall also be deemed a resale.

13.5 In order to ensure GASSNER's claims arising from the delivery agreement on the reserved goods, the CUSTOMER here and now assigns to GASSNER all future claims including ancillary rights accruing to the CUSTOMER due to the resale of the reserved goods to buyers or third parties at the value of the final invoice amount claimed by GASSNER (including value added tax), irrespective of whether the reserved goods are resold without or after further machining / processing. GASSNER declares acceptance of this assignment in advance.

13.6 Subject to the regulations laid down in clause 13.8, the CUSTOMER shall be entitled – until revoked by GASSNER – to collect the claims assigned to GASSNER according to clause 13.5. This collection authorisation shall not affect GASSNER's right to collect the accounts receivable on its own initiative. GASSNER shall however not undertake the collection of claims to the extent that the CUSTOMER meets its

payment obligations arising from the proceeds received by reselling the reserved goods, the CUSTOMER does not come into default of payment and, in particular, an application to open insolvency proceedings on the assets of the CUSTOMER has not been filed or the CUSTOMER has suspended payments. If one of the aforementioned situations occurs or justifiable reasons suggest over-indebtedness or the impending insolvency of the CUSTOMER, GASSNER shall be entitled to revoke its authorisation to resell the reserved goods and to collect the receivables. If GASSNER exercises its right of revocation, the CUSTOMER shall be obliged to refrain from disposing of the assigned claims and provide GASSNER with all information and documents that are necessary for the enforcement of the ceded claims. Furthermore, GASSNER shall be entitled to disclose the security assignment to the buyers / principals of the CUSTOMER, following prior warning and upon expiry of a reasonable period related thereto, and to carry out the collection of receivables on its own. The CUSTOMER shall bear the costs incurred by the necessary legal action.

13.7 To the extent that the realisable value of the assigned claims exceeds on a more than temporary basis and by more than 10 % the value of the receivables secured by GASSNER, insofar as they have not been settled, GASSNER shall be – at the CUSTOMER's request – obliged to release claims in the equivalent amount. GASSNER shall be entitled to select the claims to be released.

13.8 The authorisations set forth under clauses 13.4 and 13.6 shall not be deemed granted if the CUSTOMER agrees / has agreed non-assignment with the buyer (of the reserved goods) to the benefit of the latter (with or without reservation of permission by the buyer) with respect to claims of the CUSTOMER resulting from the sale of goods under reservation, whereby section 354a (1) HGB / German Commercial Code) shall not apply to this non-assignment. Moreover, the abovementioned authorisations shall not be deemed granted if the circumstances stated in clause 13.10 are at hand.

13.9 In case the reserved goods are threatened due to any imminent or already effected pledge, seizure or any other form of third-party access, the CUSTOMER shall be committed to immediately notifying GASSNER thereof and informing the third party in writing of the retention of title. In addition, the CUSTOMER shall be obliged to provide GASSNER immediately and without request with all information and documentation required to take action, in particular to institute proceedings according to section 771 ZPO (German Code of Civil Procedure), and to protect GASSNER's rights of ownership. The CUSTOMER shall be liable for the loss incurred by GASSNER to the extent that the third party is not able to reimburse GASSNER for the costs incurred for extrajudicial and judicial intervention measures, particularly for filing an action according to section 771 ZPO (German Code of Civil Procedure). This shall not affect any further legal claims of GASSNER against the CUSTOMER based on pledges, seizures or other forms of third-party access to the goods under reservation.

B. Retention of title in the case of foreign business

13.10 If the legal system of the country of origin of the CUSTOMER and/or his buyer or of the state in whose territory the CUSTOMER intends to introduce / ship the goods under reservation does not provide for retention of title within the meaning of clause 13.1 respectively section 449 BGB (German Civil Code), but does however, allow for reservation of similar or other rights of security in the purchase item by the seller, GASSNER shall be entitled to exercise these rights. In such case, the CUSTOMER shall be obliged to cooperate in the performance of all measures (in formal legal and/or substantive legal terms), in particular, to undertake all declarations and actions required to putting the means of security into effect and upholding them.

14. LIABILITY FOR DEFECTS

In accordance with statutory provisions, GASSNER shall be liable for material defects or defects of title already existing at the time of passing of risk, unless otherwise provided in the following.

A. Material defects

14.1 If the legal transaction made between the CUSTOMER and GASSNER constitutes a reciprocal commercial transaction between two traders according to sections 343, 344 HGB (German Commercial Code), any claims for defects on the part of the CUSTOMER, insofar as they result from material defects, shall be conditional upon the CUSTOMER duly meeting its obligations to inspect the delivery and notify defects according to section 377 HGB (German Commercial Code).

14.2 If the CUSTOMER makes notification of defects, it shall immediately provide GASSNER with the opportunity to inspect and examine the delivery or service that is subject of the complaint. Upon GASSNER's request, whose declaration is not to be identified as an acknowledgement of liability for defects, the CUSTOMER shall be obliged to send the goods respectively the work pieces in question free of freight charges to GASSNER for inspection and examination, unless the nature of the delivered goods does not allow a shipment. If the CUSTOMER complaint proves to be justified, GASSNER shall bear the cost of shipment. If

this is not the case, the CUSTOMER shall be bound to reimburse GASSNER for the time and costs incurred by the latter for inspection and examination of the goods respectively the work pieces that are subject of the complaint.

14.3 If the objection refers to a material defect, subject to fulfilment of the obligations of inspection and notification as per clause 14.1, GASSNER shall, at its own discretion and in a first step, effect subsequent performance, through either cost-free remedy of defects or replacement delivery of an item free of defects (in case of a defective purchase item) respectively remanufacturing (in case of a defective work performance). If the CUSTOMER cannot reasonably be expected to accept rectification of the defect, it shall be entitled to replacement delivery or remanufacturing free of defects.

14.4 In order to be able to carry out subsequent performance, GASSNER shall be granted a reasonable grace period by the CUSTOMER that will take into account accordingly the type of purchase item respectively work performance, the defect inherent to it and its complexity.

14.5 GASSNER shall in the course of subsequent performance bear all expenditures required for this purpose, in particular costs for transportation and travel, labour and material costs, provided that these costs do not increase due to the fact that the delivery item, upon its delivery, has been brought to a location other than the place of performance, unless the said transfer complies with its proper use.

14.6 If the subsequent performance fails or if GASSNER refuses performance due to the imminent risk of disproportionate costs or if subsequent performance is unacceptable for GASSNER for any other reason, the CUSTOMER may, at its choice, demand either a reduction of the purchase price (abatement) or cancellation of the agreement (withdrawal). If the defect is related to performance under a work contract commissioned by the CUSTOMER, it shall be authorised, pursuant to section 637 BGB (German Civil Code), to remedy the defect itself and claim reimbursement for its expenses. – However, in the event of an insignificant breach of contractual duties (section 323 (5) sentence 2 BGB / German Civil Code), such as just minor material defects, or if the CUSTOMER states its right to reduction of the purchase price (section 441 (1) sentence 1 BGB / German Civil Code respectively section 634 (3) alternative 2 BGB / German Civil Code) as well as under the circumstances laid down in section 218 (1) BGB / German Civil Code, the CUSTOMER shall not be entitled to withdraw from the contract.

14.7 GASSNER shall be liable in accordance with statutory provisions insofar as the CUSTOMER asserts damages claims arising from defaults caused by intent or gross negligence of GASSNER's legal representatives, employees or vicarious agents. Provided that GASSNER is not blamed for intentional breach of contract, its liability for compensation shall be limited to damage that is foreseeable at the time of conclusion of contract and typically occurs.

14.8 In addition, GASSNER shall be liable according to statutory provisions if it breaches an essential contractual obligation; in this case however, its liability for damages shall be restricted to the occurrence of foreseeable, typical damage. An essential contractual obligation shall be presumed if the breach refers to an obligation the fulfilment of which is crucial for the proper performance of the contract and on the compliance of which the CUSTOMER regularly relied and was entitled to rely.

14.9 Insofar as the CUSTOMER is entitled to claim for damages in lieu of performance as a result of a significant violation of duty caused by negligence, GASSNER's liability shall be limited to compensation of the foreseeable, typically occurring damage.

14.10 The CUSTOMER shall be entitled to assert recourse claims against GASSNER according to section 478 BGB (German Civil Code) only to the extent that the CUSTOMER did not make any special warranty agreements with its buyer exceeding the mandatory rights and claims arising from defects foreseen by statutory law. With regard to the extent of the CUSTOMER's right of recourse pursuant to section 478 (2) BGB (German Civil Code), the abovementioned provision in clause 14.5 shall be applicable.

B. Defects of title

14.11 Subject to deviating individual agreements with the CUSTOMER, GASSNER shall be under obligation to perform delivery / service free of industrial property rights and third-party copyrights (hereinafter referred to as "property rights"), only in the country of the place of delivery.

14.12 If a third party raises justified claims against the CUSTOMER owing to the infringement of property rights through deliveries / services provided by GASSNER and used as per contract by the CUSTOMER,

GASSNER shall be held responsible for liability towards the CUSTOMER within the period of time mentioned in clause 16.1 as described below:

a) GASSNER shall firstly be entitled at its choice, at its own expense and with regard to the relevant delivery / service to either (i) procure the necessary grant of license on normal market terms and conditions or (ii) to modify or to exchange the object matter of delivery / service in a manner that is reasonable for the CUSTOMER, to such extent that the property infringement no longer exists. If subsequent performance cannot be provided in one of the abovementioned ways under economically reasonable conditions or within a reasonable period, the CUSTOMER may optionally choose to exercise the rights referred to (above) in clause 14.6. GASSNER shall furthermore indemnify the CUSTOMER against justified claims asserted by the owner of the property right, provided that GASSNER is responsible for the infringement of the property right. The same shall apply, if the claims raised by the property rights owner are undisputed or recognised by GASSNER or in case the existence of such claims has been legally established by a court decision against GASSNER.

b) The aforementioned provisions laid down in clauses 14.7 to 14.10, 14.13, 14.14 and in clause 15 of these TCSSP shall apply accordingly with regard to GASSNER's liability for damages based on legal defects.

c) The obligations of GASSNER stated above under paragraphs a) and b) shall only apply insofar as the CUSTOMER (i) is not responsible for the property infringement, in particular the property infringement is not based on CUSTOMER-specific requirements or instructions for the delivery / service performed by GASSNER or on the fact that the CUSTOMER has modified the object of delivery / service without being authorised or has used the item in a manner contrary to the terms of contract or has put the object to use in a way not foreseeable by GASSNER or has combined, completed or used it with products not provided by GASSNER, (ii) has informed GASSNER without delay of the assertion of claims by the owner of the property rights, (iii) does not recognise the claims raised by the owner of the property rights, undertakes to support GASSNER to a reasonable extent in the examination and defence against such claims respectively allows for the measures mentioned above in paragraph b) and leaves all measures of defence and negotiations for settlement with the owner of the property rights to the discretion of GASSNER.

d) With respect to any other defects of title, the provisions under clauses 14.3 to 14.14 and clause 15 shall apply mutatis mutandis.

C. Scope of liability limitations

14.13 The aforementioned limitations of liability under section A. and B. shall not be applicable for GASSNER's liability owing to (i) the assumption of an independent warranty promise for the quality of the delivery or service item; (ii) in the case of a fraudulent concealment of a defect, (iii) claims arising from the German Product Liability Act (ProdHG) and (iv) for damages attributable to GASSNER due to culpable injury to life, body or health.

14.14 Unless otherwise agreed in the above clauses 14.1 to 14.13, any liability of GASSNER shall be excluded.

15. TOTAL LIABILITY

15.1 Regardless of the legal nature of the claim asserted, any liability of GASSNER going beyond the liability for damages stated under clause 14 shall be excluded. This shall be applicable in particular for claims for compensation arising from culpa in contrahendo, violation of other duties or tortious claims for compensation of material damage according to section 823 BGB (German Civil Code).

15.2 The restriction according to clause 15.1 shall also apply insofar as the CUSTOMER demands reimbursement for useless expenditures instead of claiming compensation for damages in lieu of performance.

15.3 Insofar as GASSNER's liability for damages is excluded or restricted according to the present TCSSP, this shall also apply with regard to the personal liability for compensation on the part of GASSNER's legal representatives, employees and vicarious agents.

16. LIMITATION

16.1 The period of limitation for raising claims for defects against GASSNER is twelve (12) months, beginning with the passing of risk.

16.2 The abovementioned period of limitation shall not apply in the following cases: (i) for compensation claims as per section 309 nos. 7a and 7b BGB (German Civil Code) as well as in the cases laid down in

section 438 (1) no. 1 and no. 2 BGB (German Civil Code), sections 478, 479 BGB (German Civil Code) and section 634a (1) no. 2 BGB (German Civil Code) and **(ii)** in the case of fraudulent concealment of a defect (sections 438 (3) BGB / German Civil Code, 634a (3) BGB / German Civil Code), **(iii)** in the case of non-compliance with an independent warranty of condition granted by GASSNER, and **(iv)** for claims asserted by the CUSTOMER which are not directly based on defective delivery or service (e.g. claims arising from a breach of duty according to section 241 (2) BGB (German Civil Code), claims resulting from tortious acts and claims founded on the Product Liability Act).

17. PLACE OF PERFORMANCE / PLACE OF JURISDICTION / APPLICABLE LAW

17.1 GASSNER's registered office shall be the place of fulfilment for the performance of deliveries and services ordered by the CUSTOMER from GASSNER and place of performance for all payments by the CUSTOMER.

17.2 If the CUSTOMER is a merchant, a legal entity under public law or a special fund governed by public law, GASSNER's general place of jurisdiction (cf. section 17 (1) ZPO / German Code of Civil Procedure) shall have exclusive jurisdiction over all disputes arising from and related to the respective agreement between GASSNER and the CUSTOMER, in particular with regard to the initiation, conclusion, effectiveness, interpretation, performance and termination of this agreement. GASSNER shall however also be entitled to take legal action against the CUSTOMER at its place of general jurisdiction.

17.3 With the exception of conflict-of-law rules according to the Rome I Regulation (Regulation (EC) No. 593/2008) and the Rome II Regulation (Regulation (EC) No. 864/2007) and with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG), all contracts concluded between GASSNER and the CUSTOMER, for which the present TCSSP are applicable, shall be exclusively governed by the substantive law of the Federal Republic of Germany.

18. FINAL PROVISIONS

18.1 These TCSSP have been drawn up in German and English. Should there be discrepancies between the interpretation of the German and English version of these TCSSP, the German version shall prevail.

18.2 If individual clauses of these TCSSP should be or become ineffective in whole or in part or should turn out to be incomplete, this shall not affect the effectiveness of the remaining clauses or parts thereof.

Imprint

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