

**General terms and conditions of delivery, sale and payment
of HELCA Metall GmbH & Co. KG
Date of issue March 2013**

NOTICE

This is a translated version from the original German version of the "Allgemeine Liefer-, Verkaufs- und Zahlungsbedingungen (ALB) der HELCA Metall GmbH & Co. KG, Stand März 2013". If there are any differences between the understanding of these GTCDSP and the German original version the latter prevails and is controlling.

§ 1 Validity of the general terms of delivery, sale and payment, written form

1. In addition to other contractual agreements, these general terms of delivery, sale and payment shall exclusively apply to all transactions between us and the purchaser or customer, hereinafter known as the Customer. Even if the service is provided or payment accepted, we shall not acknowledge other terms issued by the Customer unless we expressly agree to their being valid in writing.
2. These general terms of delivery, sale and payment shall only apply to transactions with enterprises in the sense of § 14 of the German Civil Code [BGB].
3. These general terms of delivery, sale and payment shall also apply to all future business relationships without their having to be included until such time as we produce new general terms of delivery, sale and payment.
4. All agreements made between us and the Customer as part of contract negotiations must be set out in writing for verification purposes and must be confirmed by both parties.
5. Side-agreements, subsequent amendments to contracts and the acceptance of a guarantee, in particular assured characteristics or the assumption of a procurement risk, must be made in writing if they are made by persons who have no rights of representation and also if they have no power of representation under the German Commercial Code [HGB] or the principles of apparent authority or authority by estoppels.

§ 2 Advice

1. Our advice in the form of product and service-related advice shall exclusively extend to the products supplied by us and services provided by us and shall not exempt the Customer from conducting its own inspections and tests.
It shall not extend to advice outside of the contract, in other words to statements which are made without products being sold or services provided by us.
2. Our advice services are based on empirical values. Failure to make statements shall not constitute advice.

§ 3 Contract conclusion

1. Our quotations shall be non-binding, they shall be regarded as a request to submit a quotation.
2. The initial charge for processing a quotation shall generally be zero. Additional quotations and design work shall only be free if the contract of supply is valid and remains so.
3. Descriptions and images of our goods and products in technical documents, catalogues, brochures, circulars, advertisements and price lists shall be non-binding unless their inclusion in the contract has been expressly agreed; they shall not release the Customer from conducting its own inspections.
4. In principle the order issued by the Customer shall be regarded as an offer to conclude a contract.
5. All the details for completing the order must be set out in the order. This applies to all goods and other services to be provided by us. These shall particularly, but not exclusively, include details of item designation, quantity, dimensions, material, material composition, pre-treatment, storage, standards and all other technical parameters and characteristic physical data.
Missing, incorrect or incomplete details shall be regarded as expressly not agreed and shall not give rise to any obligations on our part, either in the sense of fulfilment and warranty or in the sense of compensation claims.
6. If the order issued by the Customer differs from our quotation, the Customer must specially highlight the differences.
7. We shall be entitled to obtain further information for the purpose of ensuring that the order can be completed properly.
8. Orders should be issued in writing or electronically (EDI); orders placed orally or by telephone shall be completed at the Customer's risk.
9. If the Customer cancels an order which has already been accepted by us, we shall be entitled to charge 10% of the price for the goods or services for the costs incurred by processing the

order and for loss of profit, notwithstanding the possibility of claiming higher actual damages. The Customer shall be at liberty to provide evidence that our costs were in fact less than this.

10. We shall accept the order within four weeks unless a different acceptance period has been agreed.

11. Our services are set out in the order confirmation.

§ 4 Modifications, differences, and part consignments

1. A separate contractual agreement shall be required for any modifications to the goods or services requested after the contract has been concluded.
2. We reserve the right to modify the goods or services within reason in the event that we have not received the required information or have received incorrect information. Negative effects caused by a lack of or incorrect information, in particular additional costs or damages, shall be paid by the Customer.
3. We reserve the right to make technical modifications to the goods or services which do not jeopardise the objective of the contract.
4. Accepted industry volume differences of up to max. 10% shall be permitted.
5. Part consignments and part services shall be permitted as long as this does not have a major adverse effect on use and does not jeopardise the objective of the contract. They may be invoiced separately.

§ 5 Lead time

1. If a lead time has been agreed for the goods or services, this shall commence when we send our order confirmation but not before all details of the order have been clarified and all the Customer's duties of cooperation have been fulfilled properly; the same shall apply to delivery dates for the goods or services.
2. In the event of mutually agreed modifications to the goods or services, new lead times and delivery dates for said goods and services must be agreed.
This shall apply even if fresh negotiations are held about the goods and services after the contract has been concluded without any modification being made to the goods or services.
3. Lead times and delivery dates for the goods and services are agreed subject to the raw materials being supplied to us in perfect condition and promptly and that no production problems are encountered.
4. The lead time for the goods or services shall be deemed to have been met if the goods or services have left our plant by the elapse of the lead time or have been handed over to the transport contractor at our plant or if we have notified the Customer that the goods or services are ready for collection.
5. We shall be entitled to deliver the goods or complete the service before the agreed date.

§ 6 Acceptance procedure delay caused by the Customer

1. If the Customer fails to accept the goods by the agreed delivery date or lead time for reasons that are its responsibility, we may demand compensation for any additional costs we incur as a result.
In particular we shall be entitled to charge the Customer storage costs of 0.5% for every month or part of a month, subject to a maximum total of 5% of the price for the goods or services. Either of the parties to the contract shall be entitled to provide evidence that the actual storage costs were higher or lower than this figure.
2. Furthermore, we shall be entitled to select a suitable storage site at the expense and risk of the Customer and to insure the goods or services at its expense.
3. If we are entitled to demand compensation rather than payment, we may demand 15% of our price as compensation, notwithstanding the possibility of demanding higher actual damages, unless the Customer can provide evidence that we have not suffered any damages or our damages were considerably lower than this lump sum.

§ 7 Forces majeures

In cases of forces majeures, our lead times and delivery dates shall be extended by the duration of the problem which has occurred.

These shall include circumstances which occur but for which we are not responsible such as war, fire damage, strikes, lock-outs, traffic problems, official orders, plant shut-downs or major operating problems such as lack of material or energy suffered by us and our sub-contractors and suppliers. This shall apply even if we were already in default when these circumstances occurred. We shall notify the Customer without delay of the start and end of such problems.

If the force majeure continues for more than four weeks and we are therefore prevented from supplying goods or providing services for this interrupted period, both the Customer and we shall be entitled to cancel the contract for the scope of the services affected by the problem. Compensation shall not be payable to the parties to the contract as a result of such circumstances. We shall be reimbursed for any services which have already been provided.

§ 8 Prices, terms of payment

1. All prices shall generally be understood in euros, net on an "ex-works" basis, exclusive of statutory value-added tax at the rate in force on the date of the invoice. Additional costs such as packaging, freight, shipment costs, customs duties, assembly, insurance and bank charges shall be charged separately.

Palletcollars and -covers shall be returned at no cost to us and the cost of them shall be reimbursed only if they are in perfect conditions suitable for reuse. Delivery spools, containers and other transport items for wire, cable and flex shall be charged separately and 90% of the costs of them shall be reimbursed if they are returned free of charge to us and they are in undamaged, clean condition. The latest edition of our price lists shall apply to the amount of the invoice and payment.

We shall only provide insurance cover for the goods during shipping at the request and expense of the Customer.

2. Copper prices: For full price transactions the hollow costing of the copper value from the upper DEL note on the day prior to delivery (date of the market price) shall be increased by plus 2% delivery costs plus 6.5% processing supplement. In addition the relevant value-added tax shall be added to the total. The upper DEL note (as mentioned above) shall decide the cost level or the purchase price if coverage of the DEL note is not possible. Re-work transactions shall assume that the copper has been released by a coated wire manufacturer specified by us at least six weeks before the required delivery date or at the time that the purchase order is placed. If no copper is available on the date of delivery, the goods shall be supplied using the terms for full price transactions. The date of the delivery note shall then apply for the price of the copper.

3. If the Customer has a copper account with us, the Customer shall be responsible for ensuring that this account is settled on an ongoing basis. If the copper account is not settled to our detriment, the Customer shall be placed in default for the copper values set out in Number 2 which have not yet been settled. If the copper account has not yet been settled on the date of delivery to our detriment, the goods shall be supplied using the terms for full price transactions (Number 2). In addition we expressly reserve the right not to supply the goods.

4. International bank charges may only be paid by the sender. Charges deducted without justification by the bank shall be invoiced retrospectively to the Customer.

5. We shall be entitled to change the agreed price within reason in the event that increases in costs, in particular due to material price changes, occur after the conclusion of the contract. We shall provide the Customer with evidence of the reason for the change of cost on request.

We shall also be entitled to change the price within reason if changes occur before or during the completion of the order because the information provided by the Customer and the documents supplied by it were incorrect or the Customer requests other modifications.

6. Unless otherwise agreed, invoices shall be payable within 30 days of the invoice date on a strictly net basis. They shall be payable without any deductions. In the event that they are not paid, the Customer shall be in default on the due date without this requiring any further warnings.

Discount shall only be granted by special agreement and shall require the settlement of all invoices due prior to that time.

Part payments shall require separate written agreement.

Payments may only be made to personnel or representatives if they verify that they are entitled to collect payments.

7. Settlement by bills of exchange shall require separate prior agreement. Discount charges and bills of exchange costs shall be paid by the Customer. Invoice settlement by cheque or bill of exchange shall only be for the purpose of fulfilment and shall not be regarded as payment until they have been redeemed without reservation.

8. If the Customer has several outstanding invoices from us and if payments are not made by the Customer against a specific invoice, we shall be entitled to decide to which of the outstanding invoices the payment shall be assigned.

9. In the event of default, forbearance or part payment, we shall be entitled to charge normal bank interest but at least at a rate of 8 percentage points per annum above the relevant base rate of the ECB and to withhold further goods and services until all outstanding invoices have been settled. We reserve the right to provide evidence that we suffered higher damages.

10. By placing the order the Customer confirms that it is solvent and creditworthy.

If there is justified doubt about the solvency or creditworthiness of the Customer, for example due to repeated late payments, default or rejected cheques, we shall be entitled to demand security or cash payment on a quid pro quo basis. If the Customer fails to meet this demand within a reasonable deadline which has been set for it, we shall be entitled to cancel the non-fulfilled part of the contract. No such deadline shall be required if the Customer is clearly incapable of providing security, for example if an application has been made to open insolvency proceedings against the Customer's assets.

11. The Customer shall only be entitled to set off against our claims if its counter-claim is undisputed or has been fixed by a court of law.

The assignment of debts payable to us shall require our consent.

12. The Customer shall only be entitled to refuse to provide services or to exercise rights of retention if the counter claim is undisputed or has been established by a court of law or if we commit major breaches of our duties from the same contract despite a written warning and have not offered reasonable assurance.

If a service provided by us is undisputedly defective, the Customer shall only have a right of retention for a reasonable amount relative to the defects and the likely costs for their rectification. The Customer shall not be entitled to exercise commercial right of retention.

13. The payment deadlines shall remain in force even if delays occur to the delivery through no fault of ours.

14. If value-added tax is not included in our invoice, in particular because we have assumed that the goods have been supplied or the services provided on the basis of a "single market transaction" in the sense of § 4 No. 1 b together with § 6 a of the German Value-Added Tax Law, and we are retrospectively charged with a value-added tax debt (§ 6 a IV of the Value-Added Tax Law), the Customer undertakes to reimburse us with the amount which has been charged to us. This duty shall apply regardless of whether we are retrospectively charged with value-added tax, import value-added tax or comparable taxes in Germany or elsewhere.

§ 9 Place of fulfilment, acceptance, transfer of risk, packaging

1. The place of fulfilment for the services and payments specified in the order shall be our registered office.

2. The Customer undertakes to complete an acceptance procedure as soon as we have notified it that the services it ordered have been completed.

If the Customer does not complete this acceptance procedure within two weeks of such notification, the services shall be deemed to have been accepted.

3. The risk of destruction, loss or damage to the goods shall be transferred to the Customer when we notify it that the goods are ready.

If shipment has been agreed, the risk shall be transferred to the Customer when the goods are dispatched or they have been handed over to the transport contractor.

4. Unless agreement has been made to the contrary, we shall determine the type and scope of packaging. Single use packaging must be disposed of by the Customer.

5. If the goods are shipped in loaned packaging, the packaging must be returned free of charge within 30 days of receiving the shipment. The Customer must pay compensation for any loss of damage to the loaned packaging.

Loaned packaging must not be used for any other purposes or for holding other goods. They may only be used for transporting the supplied goods. Labels on loaned packaging must not be removed.

6. In the event of the goods being damaged or lost en route, the Customer should carry out an inspection immediately and notify us of the results. Claims relating to any transport damage must be made without delay to the forwarder by the Customer.

§ 10 Duty to inspect and complain

1. The Customer undertakes to inspect the goods immediately after delivery in accordance with § 377 of the Commercial Code and to notify us of any obvious defects and damage identified during this inspection or at a later date without delay after their discovery and to send us a reference sample of the affected consignment. The provision of § 377 of the Commercial Code shall apply as and where appropriate for general and works services. Complaints must be made in writing.
2. Defective goods or services must not be used. If it was not possible to detect a defect on receipt of the goods or after the provision of the service, all further use of the goods or services must be stopped immediately after the discovery of the defect.
3. The Customer shall send us the defective goods and shall provide us with sufficient time to inspect the defect. In the event of unjustified complaints, we reserve the right to charge the Customer with the inspection costs we have incurred.
4. The complaint shall not exempt the Customer from its duty to comply with its payment obligations.

§ 11 Warranty

1. If our goods or services are suffering from a defect, we shall be entitled at our discretion to rectify the defect, supply replacement goods or provide the Customer with a credit note within a reasonable period of time.
2. In the event that the goods are essentially outsourced products we shall be entitled to limit our liability initially to the assignment of warranty claims which we are due from the supplier of the outsourced products unless satisfaction from the assignment right fails or the assigned claim cannot be enforced for other reasons. In this case the Customer shall be entitled to the rights set out in Paragraph 1 above.
3. Claims by the Customer relating to the costs required for the purposes of repeat fulfilment, in particular transport, travelling, labour and material costs, shall not be permitted if these costs are increased because the goods were subsequently transported to a place other than the Customer's site.
4. The same warranty provisions shall apply to replacement services and refinished goods as for the goods or services supplied originally.

§ 12 Breaches of intellectual property rights, supplied documents

1. Orders based on drawings, sketches or other information supplied by the Customer shall be completed at its (the Customer's) risk. If we breach intellectual property rights owned by third parties as a result of such purchase orders, the Customer shall exempt us from claims by the owners of such rights. The Customer shall be responsible for all further damages.
2. Our liability for any breaches of intellectual property rights which relate to the use of the goods or services or to the connection or use of the goods or services with other products shall be excluded.
3. In the event of legal defects we shall be entitled, at our discretion:
 - To obtain the required licences relating to the breached intellectual property rights
 - or to rectify the defects on the goods or services by providing goods or services which have been modified to an extent which is reasonable for the Customer to accept.
4. Our liability for breaching third party intellectual property rights shall only extend to intellectual property rights which have been registered and published in Germany.
5. We reserve all title rights and copyrights to illustrations, drawings, calculations and other (technical) documents supplied by us. Any disclosure to third parties shall require our prior written consent. If the order is not awarded to us, the documents must be returned without delay at our request. The above shall apply as and where appropriate for documents supplied by the Customer. The documents may only be disclosed by us to those third parties to whom we have properly sub-contracted the delivery of the goods.

§ 13 Liability

1. We shall only accept liability for the outstanding accounts of the company up to the value of the company's assets.
2. In the case of ordinary negligence we shall only accept liability in the event of a breach of a cardinal duty. For gross negligence we shall also accept liability for breaches of non-cardinal duties. In the above cases liability shall be limited to the foreseeable damages which are typical for these contracts. In the case of warranted characteristics, our liability shall be limited to the scope and the amount of our product liability insurance policy. The scope of coverage corresponds to the non-binding recommendations for product liability insurance policies made by the German Insurance Industry Federation [GDV]. The level of coverage for the claims set out in the insurance policy shall be EUR 5 million per insurance year.
3. Compensation claims due to a malicious breach of contract duties by us, claims for bodily injury liability and claims under the Product Liability Law shall be subject to the statutory regulations.
4. We shall accept liability for tortious claims on the basis of contract liability.
5. All liability other than that described in the provisions above shall be excluded.
6. Recourse claims on the part of the Customer against us shall only exist as long as the Customer has not made any agreements with its clients which go beyond the statutory defect and compensation claims.
7. Our liability shall be excluded if the Customer has effectively limited its liability to its own clients.
8. If our liability is excluded or limited, this shall also apply to the personal liability of our staff, workers, colleagues, representatives, agents and vicarious agents.
9. If liability is excluded or limited under the provisions set out above, the Customer also undertakes to indemnify us from claims by third parties when first requested to do so.
10. The statutory provisions shall otherwise apply.
11. The Customer undertakes to notify us in writing without delay of any claims lodged by third parties and to reserve our right to use all possible means of defence and settlement negotiations.

§ 14 Statute of limitations

1. The statute of limitations for claims and rights relating to defects affecting our products, services or works services and resultant damage shall be one year. The start of this statute of limitations period is based on the statutory regulations. The above statute of limitations reduction shall not apply if the law specifies longer periods in cases pursuant to §§ 438 Para. 1 No. 2, 479 and 634 a Para. 1 No. 2 of the Civil Code [BGB].
2. The statute of limitations set out in number 1 above shall not apply in cases of malice if we have deliberately not told you about the defect or have guaranteed a specific property, or for compensation claims due to bodily injury liability or loss of freedom of a person, for claims under the Product Liability Law and for a grossly negligent breach of duty.
3. Refulfilment action shall not interrupt the statute of limitations for the original provision of the service nor shall it cause the statute of limitations to restart.

§ 15 Procurement and reservation of title, seizure right

1. We reserve title to all supplied goods (reservation of title goods) until all our claims from our business relationship with the Customer have been settled in full.
2. If our property is processed, connected or mixed with property owned by others, we shall acquire title to the new item as set out in § 947 of the Civil Code.
3. If the processing, connections or mixing takes place in such a way that the third party property is regarded as the main item, we shall acquire title as a proportion of the value of our goods or services to the other goods or services at the time of the processing, connection or mixing.
4. If we acquire title to an item as a result of our goods or services, we shall reserve title to this item until all our outstanding claims from our business relationship with the Customer have been settled in full.
5. The Customer undertakes to keep the reservation of title goods safely and, if necessary, to complete any servicing and maintenance work at its expense promptly. The Customer must insure the reservation of title goods at its own expense against loss and damage. Any security claims accrued in the event of damage must be assigned to us.
6. The Customer shall be entitled to resell the item which is our (joint) property as part of its normal business as long as it fulfils its duties from its business relationship with us. In this event a proportion of the claim resulting from the sale shall be assigned

to us to cover the value of the reservation of title goods or services provided by HELCA to the total value of the sold goods. The Customer shall retain entitlement to collect this claim even after this assignment. Our authority to collect these claims ourselves shall not be affected.

7. The right on the part of the Customer to dispose of the goods subject to our reservation of title and to collect the claims assigned to us shall become null and void as soon as the Customer fails to meet its payment duties or an application is made to open insolvency proceedings against its assets. In the above cases and in the event of any other action by the Customer in breach of the contract, we shall be entitled to take back any goods supplied with reservation of title without notice.

8. The Customer shall notify us without delay if there are any risks to our reservation of title goods, particularly in the event of insolvency and enforcement action. At our request the Customer must provide all the required information about the whereabouts of the goods which are our (joint) property and about the claims assigned to us and must notify its clients of said assignment. The Customer shall provide us with support in all action required to protect our (joint) property and shall pay the costs of any such action.

9. We shall have a right of seizure for all goods which are in the Customer's possession due to the contract to cover all our claims from the contract. This right of seizure may also be used for claims from goods or services supplied earlier if they are linked to the goods or services in question.

The right of lien shall apply to other claims from our business relationship as long as they are undisputed or have been fixed by a court of law. §§ 1204 ff. of the Civil Code and § 50 Para. 1 of the German Insolvency Regulation shall apply as and where appropriate.

10. If the realisable value of the securities exceeds our claims by more than 15%, we shall release securities covering the excess value at our discretion at the request of the Customer.

§ 16 RoHS and the Electronic and Electrical Equipment Law

1. Directive 2002/95/EC (RoHS) and the Electronic and Electrical Equipment Law contain a ban on the use of certain potentially polluting substances such as lead, which may no longer be used in certain electronic and electrical equipment.

2. The Customer must therefore check before placing an order whether the affected workpieces after processing will be covered by the Electronic and Electrical Equipment Law and notify us whether this is the case. If we do not receive any such notification, we shall assume that the workpieces are not to be fitted in or connected to products which come under the list of products set out in § 2 Para. 1 of the Electronic and Electrical Equipment Law.

3. In the event of a breach of the Electronic and Electrical Equipment Law, our liability to the Customer shall be excluded if this breach is based on a violation of the Customer's duty of notification. If this breach results in third party claims against us, the Customer must exempt us from any such claims.

§ 17 Confidentiality

1. The Customer undertakes to treat all aspects of the business relationship which require protection in confidence. In particular it shall treat all commercial and technical details which are not part of the public domain and which come to its attention as a result of the business relationship as confidential. Information or aspects of the business relationship which were already part of the public domain at the time of their disclosure shall not come under the confidentiality obligation nor shall information or aspects of the business relationship for which the party to the contract

can provide evidence to the effect that it already knew the information before the disclosure of it by us.

The Customer shall ensure that its personnel shall also be subjected to appropriate confidentiality agreements.

2. The documents provided to the Customer may only be copied if required for operational requirements and in accordance with copyright regulations.

3. All documents may not be disclosed to third parties in full or in part or used for purposes other than those for which they were supplied to the Customer without our written consent.

4. The disclosure even in part of the business relationship with us to third parties shall only be possible with our prior written consent; the Customer shall subject the third parties to a confidentiality agreement of the same type and scope.

5. The Customer may only advertise its business relationship with us with our prior written consent.

6. The Customer undertakes to maintain this confidentiality even after the end of the business relationship.

§ 18 Place of jurisdiction and applicable law

1. The place of jurisdiction shall be our registered office in Ulm or the Customer's place of jurisdiction at our discretion.

2. The laws of the Federal Republic of Germany shall be exclusively applicable to the business relationships with the Customer. The applicability of the CISG "United Nations Convention on Contracts for the International Sale of Goods" shall be excluded.

3. If individual parts of these general terms of delivery, sale and payment are invalid, this shall not affect the validity of the other provisions. The parties to the contract shall make every effort to replace the invalid provision with another provision which comes as close as possible to the commercial aim and legal sense of the original formulation and complies with the relevant statutory regulation.

§ 19 Data processing

The Customer agrees that we may use the data we receive about the Customer in relation to this business relationship for the fulfilment of our own business purposes, in particular we may store them or forward them to a credit agency as long as this is done in order to fulfil the objectives of this contract or it is necessary to protect our justified interests and there are no grounds to assume that the Customer's interests in protecting itself and preventing such processing, in particular the forwarding of these data, outweigh these needs.

§ 20 Address and contact details

HELCA Metall GmbH & Co. KG
Auf der Insel 6
D-89073 Ulm

MD: Konstantinos Komninos

Phone: 0049-(0)731-938078-65
Fax: 0049-(0)731-938078-69

E-mail: office@helca.de
Internet: www.helca.de

Court of registration: Ulm Local Court
Registration number: HRA 720497

VAT registration number: DE253804303
Tax No. 88012 / 43600