

## Important Note:

This order is upon a custom-made product for you. A cancellation or changes after the disposition of the required materials for manufacturing or after the start of production is not possible. Even in case of agreed long delivery times, the MRP (material requirements planning) is immediate and, as a result of the operation flow, production begins only a few days after dispatching the order confirmation or upon completion of the test documents. We therefore ask you to examine the order confirmation immediately in all parts - the technical description, price and delivery time - and to provide feedback immediately if you not agree, so we have not to charge any costs. These costs would include no longer usable materials, which we must bring fully to account less the scrap price.

## Standard Terms of Sales (STSC) of Intra-Automation GmbH, Otto-Hahn-Str. 20, 41515 Grevenbroich and Intra-Automation-Vertrieb GmbH, Otto-Hahn-Str. 20, 41515 Grevenbroich - hereinafter „Intra“ -

### § 1 Scope of application

1. All services of Intra are rendered exclusively on the basis of the corresponding agreement and these STSC, even if Intra in the future does not expressly invoke the same. The STSC apply exclusively; any other terms and conditions will not be accepted by Intra, even without written objection.
2. Any change, amendment or termination of the contract between the parties requires written form. This also applies to a change of this written form clause.

### § 2 Offer and conclusion of the contract

1. Informations, specifications, technical data, engineering drawings or pictures in catalogues, advertising folders, brochures and pricelists or similar publications are without obligation and shall in no way constitute any warranty unless the binding force is explicit expressed in the contract or order confirmation.
2. Sale and delivery of the goods shall depend on correct and punctual supply to Intra. This shall only apply in the event that Intra is not responsible for the non-delivery, particularly when Intra made a matching cover transaction. The customer will be informed of the non-availability immediately. The payment will be refunded immediately.

### § 3 Payments, obligations of the customer

1. Prices and quotations are without obligation.
2. Unless otherwise expressly agreed, prices are quoted ex works. The customer shall bear all additional freight costs, packing costs, public fees (including withholding taxes) and duties.
3. All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the customer in the amount specified by applicable law. Additional services will be invoiced separately.
4. If there are more than six months between the conclusion of the contract and the agreed or actual delivery day, Intra's current prices on delivery time apply.
5. Payment shall be made in full within 10 days from the date of the invoice. Intra is entitled to charge the payment up to an older claim against the customer first. For each payment reminder Intra will charge a lump-sum payment of 5,00 €. Both parties have the right to claim a higher or lower damage.
6. The pecuniary claims are due immediately, independent of the agreed payment terms or the duration of taken and credited drafts. The pecuniary claim is not fulfilled only by the acceptance of cheques or drafts by Intra. Fulfilment requires the final credit on Intra's bank account. Cheques and drafts are at the value of the day on which the equivalent of the bill is available to Intra. Discount, bank and collection charges are payable by the customer. Intra reserves the right to refuse payment by cheques or discountable bills of exchange.
7. Any of Intra's receivables become due immediately in the event of a default in payment, a notice given in protest against a bill of exchange, a suspension of the customer's payments, independent of the term of the bills of exchange which may have already been accepted or in case of reasonable doubt about the creditworthiness of the customer. In any of these aforementioned cases, Intra is permitted to perform remaining deliveries only against advance payment or provision of security, or to cancel the contract without fixing another extension term. This shall not affect any further claims.
8. Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.
9. Unless otherwise agreed by Intra in writing, the customer is not entitled to assign his rights arising from the contract with Intra to third parties.
10. All payments have to be made directly to Intra. Without written authorization representatives are not entitled to receive money or other means of payment for Intra.
11. Immediately upon default of payment – or from the due date if you are a businessman within the meaning of the German Commercial Code (HGB) – Intra is entitled to demand default interest of 9 % p.a. above the base lending rate at least 10 % p.a. Intra reserves the right to claim a higher actual damage.

### § 4 Packaging

Packaging, such as crates, pallets etc., will be charged at cost price and not withdrawn. Goods travel at cost and danger of customer, unless agreed otherwise.

### § 5 Delivery time

1. Delivery periods shall only be binding if expressly agreed in writing. The delivery date has been met if, by the date of delivery the delivery items have left the factory, or notification of readiness for despatch has been sent.
2. The delivery deadline shall be extended appropriately in the event of an act of god, intervention of national or international authorities, labour disputes, particularly strikes and lock-outs, or in the event of unforeseen impediments outside Intra's control or where such impediments considerably affect Intra's ability to manufacture or supply the goods. This also applies in the case where such circumstances occur with Intra's upstream suppliers or their subcontractors. In such cases Intra is also entitled to withdraw from the contract with regard to the unfulfilled part thereof. In such cases claims for compensation shall not be valid except the damage was caused intentionally or due to gross negligence. In case of withdrawal payments already made by the customer will be refunded immediately. Intra shall notify the customer of the start and end of such impediments immediately.
3. Part-deliveries are permitted.

### § 6 Type of delivery, transfer of risk, transport insurance

1. The choice of means of transport and delivery shall be at discretion of Intra.
2. When the shipment company takes over the product or the product leaves the storage of Intra for dispatch, the risk of loss and damage passes to the customer. If shipment is delayed at the request of the customer or the customer does not accept the delivery, the risk of loss and damage passes to the customer at the time of notification of goods ready for delivery. A new notice of readiness is not required if the customer denies the acceptance of delivered goods.
3. Intra is entitled but not obliged to insure the transportation at the customer's expense.
4. The goods are considered as delivered when the customer is in default of acceptance.



## § 7 Liability (Warranty)

1. If the product is defective or misses guaranteed quality Intra is at its own option entitled either to repair the defect or to deliver non-defective goods (subsequent performance). Several rectifications of defects are allowed.
2. If the subsequent performance fails definitely the customer may choose reduction of price or cancellation of contract. The cancellation of contract is excluded in cases of minor violation to the contract.
3. The customer is obliged to send a written notification (letter of complaint) in case of obvious defects within a period of two weeks beginning from the receipt of the goods, otherwise any liability claim is excluded. The right-time dispatch of the complaint is sufficient to protect the deadline. The burden of proof is on the customer for all eligibility requirements, in particular for the existence of defects, for the date of defect identification and for the timeliness of the letter of complaint.
4. If the customer opts the withdrawal from the contract, after a failed subsequent performance, he is not entitled to claim compensation for the defect in addition.
5. If the customer chooses compensation for damage, after a failed subsequent performance, the goods remain with the customer if this is reasonable. The compensation is limited to the difference between the purchase price and the value of the defective product. This does not apply if Intra caused the breach of contract maliciously.
6. If the customer receives defective assembly instructions that are totally unsuitable for installation, Intra is only obligated to deliver defect-free assembly instructions.
7. The supply of used equipment is to the exclusion of any warranty.
8. As far as Intra is liable for delay in performance in cases of gross negligence the liability is limited to the foreseeable, contract typical, direct average damage. Outside of the cases of sentence 1, the liability of Intra for the damages due delay in performance is limited to a total of 5 % of the net sum of goods. Further claims of the customer are – even after time set for performance – excluded. The above regulations cause no change in the burden of proof to the detriment of the customer. The above regulations also apply to the claim for wasted expenditure.
9. Intra advises the customer at any time of its products. Intra is only liable for the advice and information if a separate payment was agreed.
10. The limitation period for claims and rights of the customer due to defects - on whatever legal basis - is one year and begins on the date of delivery. The limitation period of one year also applies to other claims against Intra, regardless of their legal basis. It also applies if the claims are not related to a defect of the product. This does not apply if the damage was caused by Intra maliciously.
11. The liability of Intra and its vicarious agents shall be excluded if the damage was not caused intentionally or due to gross negligence. With slightly negligent breaches of duty, the liability of Intra is limited to the type of foreseeable, contract typical, direct average damage. This also applies for minor negligent reaches of duty by the legal representatives and agents of Intra. A liability for minor contractual obligations is excluded.
12. The liability limitations above do not affect claims of the customer, if the German product liability law (Produkthaftungsgesetz) applies.
13. The limitations of liability above also do not apply in cases of injury to health or loss of life of customers.

## § 8 Retention of Ownership

1. Until such time as all claims (including all balance claims from open accounts), which are due to Intra from the customer, which may arise from any legal basis, now or in the future, have been met, the following security shall be granted to Intra. Should the estimated current market value of the security exceed the value of the secured claims by more than ten percent (10%), Intra must release secured goods of Intra's choice upon request. In any case, the release limit shall be 110% of the realizable value of the security.
2. The goods remain the property of Intra. Processing or transformation of the goods take place on behalf of Intra as manufacturer or producer, but without any obligation on Intra's part. Should Intra's (co)ownership expire through combination or amalgamation, it is now agreed that a portion of customer's (co)ownership of the combined or amalgamated product shall be transferred to Intra at the ratio of the invoice values involved. The customer stores and maintains Intra's (co)owned goods at no cost to Intra. Goods in which Intra's (co)ownership exists shall be referred to as hereinafter as privileged goods.
3. The customer has the right to sell any privileged objects or goods to other parties as a normal business transaction. Pledging or assignment as security is not allowed. The customer now fully and completely assigns any claims to Intra which may result from the sale to other parties or which may arise from any other basis (insurance, illegal acts, etc.) regarding privileged goods. Intra accepts the assignment. The customer is empowered and authorized to collect or recover assigned claims for Intra. The right to collect authorized may be revoked by Intra should the customer fail to pay when due.
4. If third parties affect on the privileged goods, the customer is obliged to point out the ownership of Intra and shall immediately notify Intra.
5. If the customer acts contrary to contract – in particular default in payment – Intra is entitled to take back the privileged goods or claim the customer's rights against third parties. The withdrawal or the seizure of the goods by Intra cause no cancellation of the contract.
6. The customer is obligated to carry out whatever measures may be necessary to establish, preserve, legalize, or maintain Intra's right to retention of title – or comparable security right in accordance with the statutes of customer's, customer's subsidiaries' or other destination country – and provide evidence to Intra thereof upon request. Non-compliance shall constitute significant breach of contract.

## § 9 Modification of construction

Intra is permitted to make changes in design and construction at any time. Intra is not obligated to make such changes to products already delivered.

## § 10 Final Provisions

1. The contract language is German. Therefore, the German provisions shall apply exclusively. Any translation into other languages is thus only for the convenience of the customer.
2. The place of fulfilment for all obligations of both parties resulting from this order is the place of business of Intra.
3. This contract is subject to German law, to the exclusion of the uniform UN Convention on the International Sale of Goods (CSIG). Exclusive place of jurisdiction for disputes arising from this contract is the place of business of Intra, unless another place of jurisdiction is stringently prescribed by law. Intra shall also be entitled to bring action at the registered office of the other party.
4. Should individual provisions of this Contract be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which as far as possible approximates the noticeable economic purpose intended by the parties at the time of the conclusion of the contract.

Grevenbroich, November 2010