

General Terms of Trade of the Company GlasTop Glasveredelungs GmbH
valid from 1 August 2011

1. Scope, Quotations, Contractual Agreement, Drawings

These terms of trade are valid for all quotations and orders of the Company GlasTop GmbH, in so far as transactions with companies are concerned.

Purchase and/or order conditions on the part of the Buyer as well as conflicting attestations by the Buyer with the corresponding reference to his Terms of Trade are herewith expressly contradicted and such attestations shall not be recognised. Offers from the Company GlasTop GmbH are without engagement. The contract is not concluded until confirmation of the order by the Company GlasTop GmbH. In exceptions, a contract can be concluded without order confirmation from the Company GlasTop GmbH, if the order has been executed.

The entire documentation involved in an offer from the Company GlasTop GmbH, such as diagrams, drawings, samples, weight specifications and measurements are only approximate unless expressly specified otherwise. The Company GlasTop GmbH reserves the proprietary rights and copyright on all cost estimates, drawings and other documentation, none of which may be made available to third parties without the prior permission of the Company GlasTop GmbH. In turn, the Company GlasTop GmbH undertakes only to make plans and documentation designated confidential by the Customer available to third parties with the permission of the Customer. The following conditions also apply by implication for all further business of the Buyer with the Company GlasTop GmbH, without any renewed reference expressly to these conditions.

2. Quality, Samples

The agreed specifications or the samples established between the Company GlasTop GmbH and the Buyer are decisive for the quality and execution of the products.

The Company GlasTop GmbH accepts no liability for the physical characteristics or the chemical resilience of the products, or for the exact compliance with colour shades. Equally so, the Company GlasTop GmbH accepts no liability for the resilience to the content. The Buyer is therefore responsible for examining the suitability of the products for the designated purpose. Furthermore, information and consultations about options for use and processing methods as well as any other information are provided to the best of our knowledge, however under limitation of the liability of the Company GlasTop GmbH to wilful intent and gross negligence. If no separate specification is agreed and no samples presented, the written specification given by the Company GlasTop GmbH shall apply exclusively.

Samples, specifications and other documentation describing the product are not a guarantee of properties and/or lifespan. The Company GlasTop GmbH is not liable to provide reparation in case of damage or loss of samples and models sent to the Company GlasTop GmbH.

In case of outdoor exposure or damp locations, no guarantee can be made for the powder-coating on stainless steel and aluminium, no guarantee is made in the case of galvanised goods because the base surface is beyond the control of the Company GlasTop GmbH. Outgassing, adhesion dysfunctions and rough surfaces in particular cannot be recognised as complaints.

3. Partial Performance, Content and Extent of the Obligation to Perform

The Company GlasTop GmbH is permitted to give partial performance if that is reasonable under the conditions in the Buyer's individual case. Invoices thereto issued by the Company GlasTop GmbH are to be settled independently of the complete delivery. The written order confirmation from the Company GlasTop GmbH is decisive for the content and scope of the obligation to perform. If moulds or other provisions are to be delivered to the Company GlasTop GmbH, the agreed delivery period begins not before the receipt thereof. Delivery is effected according to the stipulations of the previously agreed specifications and quality

characteristics or the approved samples presented by the Company GlasTop GmbH.

4. Delivery Period, Transfer of Risk, Default of Acceptance

Delivery dates given by the Company GlasTop GmbH are not binding unless they are expressly established as being binding in a written agreement. The observance of the delivery dates requires the prior clarification of all technical questions and the proper fulfilment of the Buyer's obligations in good time.

The objects to be processed by the Company GlasTop GmbH are to be delivered freight prepaid and free of charge by the Buyer, in due time, in impeccable condition and in such quantities that uninterrupted processing by the Company GlasTop GmbH is possible.

In so far as no written agreement to the contrary is concluded, all deliveries are executed on an ex works basis, Köstener Straße 4, D-96215 Lichtenfels, according to the INCOTERMS 2010.

Upon request by the Buyer, the Company GlasTop GmbH shall send the goods at the Buyer's risk and expense. In every case, the risk is transferred to the Buyer when the goods are loaded at the latest, including such cases in which partial deliveries are effected or the Company GlasTop GmbH has undertaken to effect other deliveries.

The objects delivered by the Company GlasTop GmbH are, even if they are deficient, to be accepted without delay by the Buyer irrespective of existing guarantee claims. Should the Buyer be in default of acceptance or he culpably breaches other obligations to co-operate, then the Company GlasTop GmbH is entitled to charge for the subsequent damage including any extra expenses. Further claims remain unaffected hereby. In case of default of acceptance, the risk of accidental destruction or accidental deterioration of the sales item shall be transferred to the Buyer at the latest when he becomes in default of acceptance or payment.

5. Deviations, Fixed Damages

Deviations of plus or minus up to five per cent of the agreed quantity on delivery are admissible. Normal deviations in measurements, weights and colour shades owing to the manufacturing process are also considered approved by the Buyer. The Company GlasTop GmbH can, notwithstanding the option of asserting a higher actual damage claim, demand 15 % of the sales price for costs incurred in processing the order and for loss of profits.

6. Invoice, Price, Payment and Default

The invoice of the Company GlasTop GmbH shall be issued with the delivery unless otherwise agreed. The prices of the Company GlasTop GmbH are, unless otherwise agreed, net prices plus "Mehrwertsteuer" (German sales tax) at the legally required level on the date of the invoice. In so far as individual agreements are made that the goods are to be delivered to the Buyer or elsewhere, the Buyer shall bear the cost of transport, packing, insurance and customs duties. The Company GlasTop GmbH reserves the right to increase the price of the goods, before delivery and after giving the Buyer due notice, to such an extent as is necessary due to general price trends beyond the control of the Company GlasTop GmbH. Examples of this are exchange rate fluctuations, changes in the field of currencies, changes in the customs field or a significant increase in the material or production costs.

The Buyer owes payment within 10 days of the date on the invoice without any deductions. After this date the Buyer is automatically in default. The Company GlasTop GmbH has the right to make the delivery dependent on a prepayment or delivery versus payment, optionally also by cash on delivery or direct debit. Any cash discount granted shall be calculated from the date of the invoice.

Invoice settlement by bill of exchange or cheque is subject to clearance and requires a separate agreement concluded prior to conclusion of the contract. All costs arising from the encashment of bills of exchange and bank transfers shall be borne by the Buyer. A cash discount agreement shall only then be fulfilled if the due amount of the cheque or bill of exchange is finally credited to the account of the Company GlasTop GmbH.

In case of delayed payment, default interest to the amount of eight per cent points above the

base interest rate are payable per year. The assertion of further default damage is permissible. The Buyer is permitted to demonstrate and prove lesser damage.

In case of non-observance of the terms of payment or the emergence of conditions which compromise the credit worthiness of the Buyer such as eg illiquidity, inability to pay, supra protests or execution measures, all claims by the Company GlasTop GmbH become due immediately. In this case, the Company GlasTop GmbH is entitled to execute still outstanding deliveries and performances only against advance payment or collateral security or withdraw from the contract and claim damages after the fruitless expiry of a reasonable grace period. Further rights remain thereby unaffected. The Company GlasTop GmbH can demand a fixed sum of €10.00 per reminder from the Buyer.

7. Offsetting, Right of Retention

The Buyer can only offset with legally established counterclaims or those recognised by the Company GlasTop GmbH. The Buyer is only then entitled to exercise a right of retention if his counterclaim is based on the same contractual agreement.

8. Packaging

Packaging intended for reuse owned by the Company GlasTop GmbH or owned by third parties, such as pallet bases, remain the property of the Company GlasTop GmbH or the property of the third party. They are only temporarily placed at the Buyer's disposal for proper use. They shall be handed over. Should packaging not be returned within four weeks at the latest or on request by the third party, the Company GlasTop GmbH or the third party are entitled to invoice the Buyer for it at the replacement price.

The packaging is effected by choice and at the discretion of the Company GlasTop GmbH. Non-returnable packaging must be disposed of in the intended way by the Buyer and at his own expense. In so far as such packaging is reused, the product and company details on the packaging shall be made unrecognisable.

9. Tools

For tools (eg moulds) which are manufactured by a third party in order to execute orders from the Buyer or by order of ⁷¹ the Company GlasTop GmbH, the Buyer shall be invoiced with a proportion of the costs to be agreed accordingly. Half of this amount is payable with order, half after receipt of the samples (even if alterations are still necessary). In the case of moulds and tools manufactured especially for the Buyer, the Buyer shall bear all arising costs.

In so far as the Buyer has contributed to the costs of the moulds, no separate financial adjustment shall be effected by the Company GlasTop GmbH after completion of the supply relationship.

Tools and moulds supplied by the Buyer shall become property of the Company GlasTop GmbH unless otherwise agreed. Should it be agreed that moulds for a certain Buyer shall only be used for orders from that Buyer, this shall apply only as long as the Buyer fulfils his payment and acceptance obligations in full. The cost of alterations to tools on request of the Buyer shall be borne by the Buyer.

10. Drawings and Samples, Proprietary Rights

Drawings and samples placed at the disposal of the Company GlasTop GmbH shall be returned on request. Unless there are agreements to the contrary, the Company GlasTop GmbH may destroy the drawings and samples three months after making an offer.

Should the Company GlasTop GmbH have to deliver according to the Buyer's drawings, models or samples, the Buyer shall be responsible for ensuring that proprietary rights of third parties are not infringed upon. The Buyer must indemnify the Company GlasTop GmbH against third party claims. If the production or delivery is prohibited by a third party under reference to his own proprietary rights, the Company GlasTop GmbH is entitled to cease work and demand adjustment for the expenditure made without examination of the legal position.

11. Retention of Title

The Company GlasTop GmbH retains title of the goods until all payments are received for the existing outstanding account (business relationship) with the Buyer; the reservation is in reference to the recognised balance. In case of conduct in breach of the contract, in particular in the case of default of payment, the Company GlasTop GmbH is entitled to retrieve the goods. The collection of the goods always represents a withdrawal from the contract unless the Company GlasTop GmbH expressly declares in writing that the collection of the goods does not mean withdrawal. After the redemption of the goods, the Company GlasTop GmbH is entitled to the exploitation thereof. The proceeds of the exploitation shall be offset against the obligations of the Buyer – after deduction of reasonable exploitation costs.

The processing or alteration of the goods by the Buyer shall always be effected for the Company GlasTop GmbH. If the goods are processed with other objects not owned by the Company GlasTop GmbH, the Company GlasTop GmbH acquires co-ownership of the new object in the proportion of the value (final invoice amount, including "Mehrwertsteuer" (German sales tax)) in relation to the other processed objects at the time of the processing. For the rest, the same applies to the object emerging from processing as for the goods delivered under reservation.

If the goods are inseparably mixed with other objects not belonging to the Company GlasTop GmbH, the Company GlasTop GmbH acquires co-ownership of the new object in the proportion of the value in relation to the other mixed objects at the time of processing in such a way that the object of the Buyer is considered the principal object. It is regarded as agreed that the Buyer transfers co-ownership proportionally to the Company GlasTop GmbH. The Buyer holds the thus created sole property or joint property in safekeeping for the Company GlasTop GmbH.

The Buyer is entitled to sell the goods in the proper course of business. The Buyer cedes to the Company GlasTop GmbH all claims from resale (including "Mehrwertsteuer" – German sales tax) to the amount of the claims of the Company GlasTop GmbH, which accrue to him from the resale to his customer or third parties, and that regardless of whether the goods have been resold before or after processing or filling. The Buyer remains empowered to collect this claim even after ceding it. The entitlement of the Company GlasTop GmbH to collect the claim themselves remains unaffected by this. The Company GlasTop GmbH undertakes not to collect the claims as long as the Buyer fulfils his payment obligations with regard to the earned revenue, does not become in default of payment and in particular no applications for the institution of bankruptcy, composition or insolvency proceedings have been filed or payments suspended. Should that however be the case, the Company GlasTop GmbH can demand disclosure of all ceded claims and the corresponding debtors from the Buyer; that he provides all information necessary for collection; hands over the corresponding documentation and informs the debtors (third parties) of the cession. The Buyer is obliged to handle the goods with care; he is particularly obliged to insure them adequately at their replacement value against the risk of fire and water damage and theft. In so far as maintenance and servicing are necessary, the Buyer must carry this out in due time and at his own expense.

In case of levy of execution or other intervention by third parties, the Buyer must inform the Company GlasTop GmbH in writing without delay. In so far as the levying third party is not in the position to reimburse the Company GlasTop GmbH with the judicial and extrajudicial costs of a lawsuit according to § 771 ZPO (German Civil Procedure Code), the Buyer is liable for the loss incurred by the Company GlasTop GmbH. If an application has been made to file for the institution of bankruptcy, composition or insolvency proceedings or similar proceedings, the Company GlasTop GmbH can require that the Buyer discloses the ceded claims and the corresponding debtor, informs the debtor of the disclosure, provides all necessary information and hands over the corresponding documentation to the Company GlasTop GmbH.

12. Guarantee

The Buyer is solely responsible for the correct design of the products and for their suitability for a certain purpose. This also applies if the Buyer had consultations with the Company GlasTop GmbH during development. Unless expressly agreed to the contrary in the relevant order, the Company GlasTop GmbH provides no guarantee for the quality and execution of the delivered goods, in particular no guarantee of properties and lifespan and bears no procurement risk.

Claims by the Buyer for defects, presuppose that he has complied with his inspection and complaint obligations according to § 377 HGB (German Commercial Code) in a proper way. The same applies for other claims by the Buyer for damages. The Buyer is obliged to prove that a material defect is existent.

In so far as a defect in the purchased item is existent, the Company GlasTop GmbH is entitled at its discretion to supplementary performance either by rectifying the defects or by delivering a new item without defects. In the case of the rectification of defects, the Company GlasTop GmbH is obliged to bear all of the expenses necessary for the rectification of the defect, in particular transport, travel, labour and material costs as long as these are not increased by the fact that the purchased item is in a place other than the place of performance.

Should the supplementary performance fail, then the Buyer is entitled at his discretion either to annul the contract (withdrawal) or demand reduction of the purchase price (abatement). In case of an only minor breach of contract, in particular in case of only minor defects, the Buyer has no right to withdraw from the contract. Should the Buyer decide to withdraw from the contract due to a defect of title or material defect after the failure of supplementary performance, he is not entitled to claim for damages for the defect as well, in so far as the asserted claims for damage are for damage due to non-performance. Natural wear and tear and damage due to unsuitable handling or storage are excluded from the guarantee; the Company GlasTop GmbH is in particular not liable for changes in the condition or the products thereof and inappropriate storage or unsuitable equipment, as well as for climatic or other influences not provided for in the contract.

13. Liability/Statutory Limitation

The liability due to culpable injury to life, body or health remains unaffected by the following stipulations. In so far as the liability is mandatory under the German Product Liability Act (Produkthaftungsgesetz), it remains unaffected. The statutory limitation of liability for claims for defects is 12 months from the transfer of risk. This does not apply in so far as further liability is determined in the following stipulations.

The statutory limitation of liability in the case of delivery recourse under §§ 478, 479 BGB (German Civil Code) remains unaffected; it amounts to five years from the delivery of the defect item.

The Company GlasTop GmbH is liable in case of default according to the statutory regulations, in so far as the underlying contract of purchase is a transaction to be settled on a fixed date in terms of § 286 Sec. 2 No. 4 BGB or of § 376 HGB (German Commercial Code), or if the Buyer can assert that he no longer has any interest in subsequent fulfilment of the contract as a consequence of such a default of delivery. In the case of non-binding delivery dates or non-binding delivery periods, an entitlement of the Buyer to damages due to delayed performance (§ 280 Sec. 2 BGB) is limited to at most 5 % of the agreed purchase price for the corresponding delivery, any further existing entitlement to damages in place of performance remain hereby unaffected. This limitation of liability does not apply in so far as the Company GlasTop GmbH is guilty of intent or gross negligence. In so far as the Buyer is entitled to compensation for damage, the liability of the Company GlasTop GmbH is limited in every case to compensation for the foreseeable typically occurring damage. In so far as the Company GlasTop GmbH places orders with third parties in the name of and on the account of the Buyer and with his agreement, the Company GlasTop GmbH is only liable for the careful selection and monitoring of the third party. There is no liability in excess thereof.

If damage was caused by an event in the scope of responsibility of a third party and the Company GlasTop GmbH is liable to the Buyer, then the Company GlasTop GmbH shall cede any rights against the party who caused the damage to the Customer upon his request. Should, at the same time, the preconditions for a liability of the Company GlasTop GmbH exist, the customer can only claim against the Company GlasTop GmbH if the assertion of the claims against the party who caused the damage ultimately fails.

In so far as the liability for damages of the Company GlasTop GmbH is excluded or limited, this shall also apply with respect to the personal liability for damages of the employees, staff members, workers, representatives and vicarious agents of the Company GlasTop GmbH.

Liability for damages in excess of as provided for in No. 13 is excluded – regardless of the legal nature of the asserted claims. This applies in particular for claims for damages from indebtedness on conclusion of the contract (§ 311, Sec.2 BGB), due to other breaches of duty or due to claims in tort for compensation of property damage eg according to § 823 et seq. BGB.

In case of a delivery of goods to a different country, the Company GlasTop GmbH is not responsible for ensuring that the delivered goods are in accordance with the foreign statutory regulations.

14. Force Majeure

Unexpected disruptions in production, overrunning of the delivery period or delivery failure on the part of suppliers of the Company GlasTop GmbH, a shortage of labour, energy or raw materials, strikes, lockouts, difficulties in the procurement of the means of transport, transport disruptions, official directives and cases of force majeure release the effected party for the duration of the disruption from their obligation to deliver or accept. If delivery or acceptance is delayed by this by more than 1 month, each of the parties shall be entitled, to the exclusion of all further claims, to withdraw from the contract with regard to the quantity affected by the disruption of delivery or acceptance. In case of the occurrence of unexpected obstacles beyond the control of the Company GlasTop GmbH, or in case of obstacles for which the sub-suppliers of the Company GlasTop GmbH are responsible, the delivery period is extended to a reasonable extent. This also applies if the obstacles have arisen in the course of an already existent delay. Should a delay of more than one month in total occur, each party shall be entitled to withdraw from the contract with regard to the affected (part) delivery.

15. General Conditions

Should any provision in these conditions be invalid or become invalid, the validity of the remainder these conditions and the contract as a whole remains unaffected. The contractual parties commit themselves in this case to agree on a condition equivalent - or as close as possible – to the valid conditions.

Any alteration or addition to these General Terms of Trade not negotiated in individual agreement of the contractual parties must be in writing.

The law of the Federal Republic of Germany shall apply exclusively unless otherwise agreed. The stipulations of the UN Convention on the International Sales of Goods (CISG) are expressly excluded.

The place of fulfilment and place of jurisdiction is the place of business of the Company GlasTop GmbH. The Company GlasTop GmbH is however entitled to bring action against the Buyer at the court responsible at the Buyer's address. This also applies for litigation concerning documents, bills of exchange and cheques. In so far as the Buyer succumbs in court proceedings against the Company GlasTop GmbH, he is required to provide adjustment for all associated costs, including lawyers' fees, court costs, costs for expert opinions and travelling costs. The same applies for all costs accrued by the Company GlasTop GmbH in association with enforcement or recognition of title against the Buyer.