

GENERAL CONDITIONS OF PURCHASE

of ROBEL Bahnbaumaschinen GmbH,
hereinafter referred to as the Purchaser (edition: AEB September 1st, 2009)

1 General

- 1.1 Unless otherwise agreed, the following terms and conditions shall be deemed to constitute an integral part of the contract. Conflicting, supplementary or deviating conditions of the Contractor do not become part of the contract unless expressly agreed in writing by the Purchaser. This shall also apply in the case of conditions referred to in the order or other confirmations of the Contractor. The receipt of deliveries/services through the Purchaser shall not be deemed to constitute acceptance of the Contractor's conditions.
- 1.2 Any tenders submitted to the Purchaser shall be made free of charge, irrespective of the expenditure incurred.

2 Orders and Confirmation

- 2.1 Orders shall be made in writing to be valid. Orders placed orally or by telephone need to be confirmed in writing by the Purchaser to be valid. The same applies to oral collateral agreements and modifications of orders.
- 2.2 The order needs to be confirmed in writing within 14 days and the confirmation must indicate the order number, the date of the order, the article designation and article code of the Purchaser, the price and the VAT Identification number of the Contractor, the delivery period, the delivery address and the quantity to be delivered.

3 Order Documents and Information

- 3.1 Documents and oral information made available to the Contractor shall not be made accessible to third parties or used for any other than the agreed purpose without the Purchaser's prior written consent. They shall be returned forthwith upon completion of the Contract without further notice.
- 3.2 Products manufactured according to documents drafted by the Purchaser or with the help of confidential information or tools of the Purchaser, may neither be used by the Contractor itself nor offered or supplied to third parties.
- 3.3 The Purchaser may keep for itself documents provided by the Contractor. The Purchaser shall be entitled to copy and use documents for training and maintenance purposes, and upon individual, separate agreement also for further purposes.
- 3.4 Information contained in the aforementioned documents and orders are considered to constitute business secrets and shall be treated confidentially.
- 3.5 The Contractor is obliged to comply with the required quality standards, standards, guidelines and statutory rules and shall purchase the necessary documents at its own cost.

4 Discharge of Obligations, Additional Parts

- 4.1 The Contractor shall seek the Purchaser's prior written consent if it wishes to assign the delivery / performance of services or a substantial part thereof to a third party; such consent shall not be unreasonably withheld.
- 4.2 With respect to its deliveries, the Contractor shall comply with the recognized state of the art, safety regulations and/or agreed technical data, if any.
- 4.3 Additional parts supplied by the Purchaser shall remain the property of the Purchaser and are to be identified, handled and stored separately at no extra cost. They are used solely for purpose of the individual order.

5 Notification of Doubts, Notification of Impairments, Force Majeure

- 5.1 The Contractor informs the Purchaser forthwith and in writing of any doubts it has as to the type of implementation of the delivery/services requested by the Purchaser or if it considers itself impaired in the discharge of its delivery/services by third parties or the Purchaser itself.

- 5.2 When the period for performance is exceeded due to force majeure, the Purchaser may request the Contractor to effect the delivery/services at a later date according to the previous conditions or it may withdraw from the Contract in whole or in part or rescind the Contract after an appropriate remedial period has expired.

6 Delivery Date, Period for Delivery, Delayed Delivery

- 6.1 Delivery periods and periods for performance agreed in the Contract are binding. The Contractor shall inform the Purchaser forthwith and in writing if circumstances occur or become apparent impeding the Contractor to adhere to the agreed delivery/performance periods.
- 6.2 In the case of the Contractor's default, the Purchaser shall enjoy the statutory rights to their full extent. In the case of the Contractor's default, the Purchaser shall be entitled to demand payment of a penalty in the amount of 0.5% of the value of the delayed delivery/services for each week, however, no more than 10 % of the total contract price. The penalty shall be set off against the overall damage relating to the claim made as a result of the delay. The Purchaser has the right to claim the penalty up until the final accounts date.

7 Place of Performance, Transport, Packing

- 7.1 The place of performance is the works of the Purchaser in Freilassing, unless another destination is communicated in writing.
- 7.2 Staff of the Contractor performing work on the Purchaser's premises for the completion of the Contract, shall be bound to comply with the works rules in force. Upon completion of the work, the management of the Purchaser shall be furnished a work hours sheet.
- 7.3 Cost for packing is included in the lump-sum price.

8 Termination, Withdrawal for Cause

The Purchaser may terminate, or withdraw from, the Contract for cause, especially if the Contractor files a petition for insolvency or if the Contractor has suspended payment not only temporarily or if the assets of the Contractor are made subject to administration or if a petition for insolvency is dismissed for lack of funds.

9 Acceptance, Notification Period, Transfer of Risk and Title

- 9.1 Deliveries/services by the Contractor shall be supplied at the Purchaser's destination against receipt, unless acceptance of the delivery/services has been specifically agreed. Supply against receipt is no substitute for a quality inspection or technical acceptance.
- 9.2 The Purchaser shall examine deliveries/services within an appropriate period for qualitative and/or quantitative deviations. Notifications are deemed timely if, in accordance with proper business practice, a defect in the delivery/services is notified in writing immediately upon its detection. The above applies in the case of apparent qualitative and quantitative deviations as of the supply of the delivery/services to the destination and in the case of hidden qualitative and quantitative deviations as of their detection.
- 9.3 Risk and title shall pass to the Purchaser as of the time of supply when a receipt is issued.
- 9.4 If contractual performance is rejected in whole or in part for non-compliance following its supply against receipt or during acceptance, the Contractor shall be obliged to bring the (partial) contractual performance back to its own works at its own cost. The Purchaser is entitled to send back the (partial) contractual performance to the Contractor at the cost of the Contractor if an appropriate period for pick-up has elapsed. The risk and title to the goods shall be retransferred to the Contractor upon pick-up, or as the case may be, handing over to the first carrier. Risk and title to the goods are retransferred back to the Purchaser only upon renewed supply against receipt.

9.5 The Contractor shall send at its own cost and risk to the Purchaser's point of destination the (partial) contractual performance to be supplied anew to the point of destination against receipt, or, as the case may be, replacement parts to be supplied.

10 Claims based on defects, Liability of the Contractor

10.1 Claims of the Purchaser based on defects shall be governed by the statutory rules subject to the following provisions:

- a) The Contractor remains responsible for its deliveries/services and their fault-free execution even if the Purchaser signs, approves, affixes a "seen" stamp to or otherwise marks plans, drawings, calculations or other execution documents submitted.
- b) In urgent cases and/or eminent danger the Purchaser may, if it would be unreasonable for it to set the Contractor a remedial period, remove the defect itself and claim compensation for the necessary cost incurred. The Purchaser notifies the Contractor forthwith of any such claim, including the type and extent of urgency measures taken.
- c) The Purchaser may set the Contractor an appropriate period to remove the defective item. Upon expiry of the period, the Purchaser may use the contractual performance at the Contractor's cost, e.g. by selling it, provided that it takes the Contractor's economic interest into account.
- d) The prescription period for claims based on defect is three years, following acceptance/supply against receipt, unless a longer period has been specifically agreed or is provided for by law. It shall be extended by the time during which defective deliveries/services could not be used for the intended purpose.
- e) When the Contractor receives a written notification of defect, the limitation period applicable to warranty claims is suspended. The statutory warranty period for parts repaired and/or replaced commences anew upon repair and/or replacement.

10.2 The Contractor's liability is subject to the statutory provisions.

11 Secrecy

Outside the scope of mandatory, statutory provisions, the Contractor shall not communicate order details (entire or parts) or prices (overall or individual) to third parties.

12 Intellectual Property

The Contractor warrants that it is the holder of any rights connected to its deliveries/services and that it does not infringe third parties' rights (patent rights, copyright and other rights pertaining to the protection of other persons' accomplishments). Upon first written demand of the Purchaser, the Contractor shall hold the Purchaser harmless for any claims directed against the Purchaser by a third party based on alleged infringements of industrial property rights. The compensation duty includes any expenditure incurred by the Purchaser in connection with any such third parties' claims.

13 Invoices, Prices, Supplements

13.1 The Contractor shall invoice every contract and/or order, including any supplements, separately. Invoices for advance/partial payment and partial/final settlement shall be referred to as such and numbered consecutively. Invoices without specific reference shall be considered as final settlement.

13.2 One original of the invoice shall be sent by ordinary mail, indicating the order code, the purchasing office, date and reference number of the order, dated number of the invoice, the number of the bill of delivery with date and delivery address, the article designation and code of the Purchaser, the quantity, the currency, the bank account number and banking code of the Contractor and the Contractor's VAT Identification No.

13.3 The price stated in the Contract is a fixed price, additional costs are herewith excluded. The fixed price does not include VAT. A VAT refund is possible only if, according to the applicable rules, the Contractor is eligible and required to levy the tax separately and that tax amounts are indicated separately on the invoice.

13.4 Additional and/or modified supplies/services are subject to remuneration to the extent that a written supplementary agreement has been concluded prior to the supply of the services.

14 Dispatch, Bill of Delivery, Certificate of Origin

14.1 The bill of delivery must be included, indicating the number of the goods, the order code, the delivery date, the delivery address, the article code and article designation of the Purchaser and the respective quantity. The goods shall be accompanied by packing slips in a closed envelope.

14.2 The Contractor shall also provide at its own cost any documents, including supplier's declarations and/or any necessary certificate of origin and make it available to the Purchaser in time as required by the statutory rules on the receipt of deliveries.

15 Payment

15.1 As a rule, payment is to be effected by bank transfer into the account of the Contractor.

15.2 The period for payment is 14 days, taking into account a discount of 3 % or 30 days net.

15.3 The period for payment starts when an auditable final invoice is received by the office indicated in the Contract, however, no earlier than on the day of handing over of the contractual performance against receipt, or as the case may be, its acceptance.

15.4 In the case of agreed installments, the period for payment starts upon receipt of an auditable advance invoice, however, no earlier than prior to the provision of a separately agreed collateral.

15.5 In the case of early deliveries taken, the due date shall be calculated on the basis of the agreed delivery date.

15.6 In the case of defective deliveries, the Purchaser shall be entitled to hold back an appropriate part of the monies due until the Contract has been duly fulfilled.

15.7 The time of payment shall be the time when the Purchaser submits its payment order to its bank. The application of Sec. 286 (3) of the German Civil Code BGB is herewith excluded.

16 Right to retain, set off Payment

The Purchaser shall be fully entitled to its right to set off and/or retain payment.

17 Venue, Applicable law

The venue is LG Traunstein. The Purchaser however retains the right to assert its claims before any other competent court of justice. The law applicable shall be the law of Germany. The German version of the Contract shall be the authoritative version.