



## General Terms and Conditions of Business of TNL GmbH of 01 June 2012 and its respective contract partner, in the following called „customer“:

### I. General

These terms of sale, delivery and payment are applied exclusively to all business relations, sales and other transactions between TNL GmbH and non-consumers, therefore other entrepreneurs, authorities or special funds under public law or similar. The general terms and conditions of business also apply for future business relationships of the contract partners. This requires no further express agreement. These general terms and conditions apply as accepted at the latest upon receipt of goods or services.

If the customer designates own general terms and conditions as a priority and decides, that the contract should only be concluded under conditions, which deviate from those present, the general terms and conditions of the customer are not valid. The partial disagreement of the general terms and conditions of TNL GmbH by use of general terms of conditions of the contract partner is furthermore excluded.

Any deviation of the general terms and conditions of TNL GmbH and written agreements require the explicit confirmation of TNL GmbH.

### II. Offer and Conclusion of Contract

The offers of TNL GmbH are always non-binding, unless an offer is explicitly designated as binding. A binding character of offers may also be limited in time. All contractual agreements as well as alterations and supplements require the written form or fax confirmation in order to be valid.

TNL GmbH accepts commissions and orders by written confirmation (e.g. email/fax/letter) or the supply of goods. The contract will be valid by acceptance. If the contract partner does not answer an offer for contract changes and other agreements produced by TNL GmbH, his silence is regarded as consent. The confirmation may also take the form of an invoice.

In case of essential deterioration of the economic situation of the customer, especially enforcement measures, insolvency proceedings, sale of a business, arrears with liabilities of TNL GmbH, it is always entitled to rescind the contract, even with orders confirmed in writing, unless the customer will not ensure a safety level equivalent to the sums of the contract amount or provide an prepayment within a period of two weeks after requested by the TNL GmbH. The rescission may also take place after delivery of the goods.

Drawings, illustrations, dimensions, weights or other performance data are only binding if explicitly agreed in writing. Technical data and descriptions in the product information do not represent an assurance or guarantee of specific qualities. A guarantee will only be effective in case of express written confirmation. Alterations of the contractually owed performance by TNL GmbH remain subject to change within a reasonable scope.

### III. Prices

Unless indicated otherwise, the offers of TNL GmbH are valid for 20 days as of the offer's date. Decisive for a conclusion of a contract are the prices given in the confirmation of order of TNL GmbH. These prices exclude legal value added tax. Packages become property of the customer and will be invoiced by TNL GmbH. Postage, package and transportation insurance expenses shall be invoiced separately from stock or when directly shipped from the German border or German port of entry.

### IV. Delivery, Shipping, Transfer of Risk

The type of shipping, shipping route and the company commissioned with the shipping is principally determined by TNL. The goods will be shipped industry standard packaging. The risk of accidental loss or deterioration of the goods will pass to the customer at the moment the goods leave the stock.

Partial deliveries by TNL GmbH are permitted as far as reasonable for the customer.

Provided no other written agreement exists, the goods are insured at the customer's expense against damage during transport.

When items are shipped to TNL GmbH, the sender carries the risk and the expenses of the transportation up to the arrival of the items at TNL GmbH.

Delivery times are generally considered as non-binding. A binding delivery date will be notified separately in writing by TNL GmbH and is possible only by agreement. Delivery times are thus subject to the condition that the TNL GmbH is supplied in time and no way at fault for a possible non-supply.

The beginning of a delivery period presupposes the agreement of all technical questions and the timely delivery to TNL GmbH. The delivery time begins with the dispatch of the order confirmation, however not before the provision of any documents, approvals and clearances to be furnished by the customer, if necessary, and not before the receipt of any appointed deposit. Delivery times agreed upon are considered to be met when the contract product is handed over to the carrier at the delivery time agreed upon.

### V. Cancellation Costs

In case the customer cancels an order that he has placed without justification, TNL GmbH may claim 10% of the sales price for the costs arising from the processing of the order and for the loss of profit notwithstanding the possibility of claiming higher actual damages. The customer shall retain the right to prove a not incurred or minor damage.

### VI. Warranty

The customer is obliged to immediately report all obvious defects, shortfalls or wrong deliveries in written form, at the latest however within 14 days of receipt of the goods. §§ 377, 378 of German Commercial Code (HGB) are valid. UN-Sales Convention (CISG) is valid for foreign businesses.

Insignificant deviations of the purchased items concerning quality, color, form, storage capacity etc. do not represent defects, as far as they are commercial standard and reasonable for the customer. Defects or faults of the delivered goods are removed by repair or replacement at the option of TNL GmbH. A reduction in expenses is excluded. The warranty period for all new purchase items amounts to 2 years and 1 year for used purchase items.

For third party products the warranty of TNL GmbH is limited to the assignment of claims, which TNL GmbH is entitled to vis-à-vis the supplier of the third party products. In case that the customer is not able to enforce his warranty rights against the supplier of third party products, TNL GmbH shall give warranty as set out in these terms. Customer's claims for damages are excluded, unless they are based on intent or gross negligence. This does not apply to claims of damage concerning injury of lives, limb or health. In these cases, statutory regulations shall apply. Claims concerning the German Product Liability Act (Produkthaftungsgesetz) exist within the legal scope.

### VII. Terms of Payment

As standard TNL GmbH offers the purchase by invoice with down payment, however TNL GmbH also offers the purchase by advance payment. TNL GmbH reserves the right to agree to special payment terms depending on order volume. Payment by credit card or check is not possible.

The amount of order is due upon invoicing and shall be payable without deductions. The deduction of any discount is only permitted with special written agreement. When paying in advance, the customer transfers the amount of order incl. costs for shipping and handling to the business account of TNL GmbH. In case the agreed advance payment does not take place on time, all possibly granted discounts will become invalid. This also applies if the customer requests a change of the delivery date and therefore the advance payment will be made accordingly later. Partial deliveries and render partial services may be invoiced separately. All payments shall be credited to the oldest debts, irrespective of any payment terms of the customer, provided that serious interests of the customer do not oppose. If costs of collection and interests have already been incurred, the payment for the expenses shall be charged first, then for the interests and finally for the main debt. The customer shall only be entitled to offset only if and to the extent the customer's counterclaims are ascertained legally, or have been acknowledged by TNL GmbH.

The customer will be in default on payment without the need for further payment demands, in the event that the payment of an invoice received has not taken place within the applicable payment terms. In default of payment TNL GmbH is entitled to charge interest at eight percent-points above the base rate of the German Federal Bank from the appropriate point in time. TNL GmbH is entitled to have its outstanding receivables collected by a debt collection agency of its choice.

### VIII. Rights of Third Parties

The customer commits to possess the required rights for the work TNL GmbH is assigned with. The customer shall exempt TNL GmbH from any claims by third parties.

### IX. Authorization

The purchased items shall only be used and operated by the customer and upon the customer's approval by his employees, workers and operators quoted in the contract (subsequently referred to as agents). It is the responsibility of the customer to determine whether the persons authorized by him are qualified for operation of the purchased items. To this in accordance with the powers available to the customer he is obliged to make all necessary inquiries.

The customer and his agents are prohibited from using the purchased items other than for the purpose stated in the contract or from making them available to third parties.

The customer is responsible for actions of his agents. The customer is obliged upon request to hand over a precise written list of his agents including names and addresses to TNL GmbH.

### X. Copy Right Law

Reproduction and the creation of work derived from information or data made available by TNL GmbH are prohibited (ownership and copyright of title). Copying or reproduction of images, which can be generated using the purchased items, is prohibited, even for commercial purpose. Deviations from the above require the written confirmation of TNL GmbH.

All contents of the website of TNL GmbH are supplied without guarantee. All data, information, works, designs, concepts, ideas and other elements belong exclusively to TNL GmbH or for which licenses has been issued to TNL GmbH and are protected by copy right law, trademarks and other rights respecting mental property. This data may not be copied, duplicated, republished, uploaded, sent or transferred or distributed in other manner, including e-mail and other electronic methods.

### XI. Data Protection

The personal details of customers, necessary for the fulfillment of the contract, will be used by TNL GmbH only for the fulfillment of the contractual duties and will not be passed on to third parties. The order information is stored by TNL GmbH.

### XII. Retention of Title

TNL GmbH retains title to the purchased items until full payment of all claims arising from the delivery contract have been paid, including incidental claims (e.g. costs for bills of exchange, financing costs and interest, etc.).

In the case of court seizures or other third party claims, the customer shall notify TNL GmbH immediately in writing. The customer shall also inform the distrainer respectively the third party of the existing rights of TNL GmbH, in particular of the fact that the goods are with retention of title. The customer has to support TNL GmbH in the assertion of claims in a reasonable manner. The customer is authorized to resell the goods in a proper course of business, but however already now he conveys all claims towards his customer or third parties emerging from the resale amounting the height of the invoice total amount to TNL GmbH. The items shall only be resold under the reservation of proprietary rights. As far as the items or individual parts delivered by TNL GmbH according to §§ 946 German Civil Code are connected, processed or mixed, the TNL GmbH will become owner as well as manufacturer of the new product.

### XIII. Place of Performance and Jurisdiction

Place of performance of the delivery is from storage of TNL GmbH. Place of performance for all the customer's obligations is the registered office of TNL GmbH. Place of jurisdiction is the registered office of TNL GmbH. This also applies expressly for all cases of document and check complaints. TNL GmbH reserves the right lodge complaints before courts having jurisdiction over the head office of the customer.

### XIV. Other

The provisions of the delivery contract or these General Business Terms remain binding even if individual or multiple provisions hereof should be or become invalid. Any oral agreements are excluded. Additions or exceptions to these conditions must be agreed in writing. The Uniform Law on the International Sale of Goods is valid in international delivery traffic.

All rights and obligations from this agreement are valid in favor of and to the duty of the customer and his agents.

As long as nothing is being agreed upon in this agreement the regulations of the "Versicherungsvertragsgesetz" (VVG – insurance contract law) as well as the German Commercial Code are to be applied. This also refers to ambiguities that result from this agreement. UN rights of purchase shall apply to cross-border deliveries.

These General Business Conditions are valid from 01 June, 2012 and replace all previous publications.