

**General terms and conditions of
FTA Fahrzeugtechnik GmbH
Status at (date): 1.7.2009**

Preliminary note:

FTA Fahrzeugtechnik GmbH (hereinafter FTA) is a leading provider of wheels, casters, ball casters and transportation equipment. Customer service within the EU is provided from the company's registered office in Bad Säckingen, Germany. The following general terms and conditions are intended to regulate the relationship between the firm and commercial customers (hereinafter customers).

§ 1 Scope

1.1 These general terms and conditions are valid for all contracts of sale and other contracts on the ordering of our products as well as any additional services, unless otherwise required by law.

1.2 The terms and conditions of our customers are not valid unless we have expressly agreed to them in writing. This also applies when the customer's general terms and conditions contain additional issues not covered in our own general terms and conditions.

§ 2 Formation of individual contracts

2.1 If there is a framework contract on supply and services between the parties to the contract, the formation of the respective individual contracts will be governed by this framework contract.

2.2 Individual orders (offers) may be placed in writing in text format, for which electronic transmission (in particular by e-mail) and transmission by fax are sufficient. Orders for special designs and major orders may not be placed by electronic means of communication and will not be processed without written confirmation.

2.3 After receipt of a corresponding offer, the contract is only concluded when we issue confirmation (acceptance) indicating the deliverable quantity, the agreed price and further details (e.g. time of delivery to the person appointed to carry out the transport etc.). This confirmation may be made in writing in text format, for which electronic transmission (in particular by e-mail) and transmission by fax are sufficient. Actual processing and completion of an order without separate notification also ranks as acceptance of a request.

§ 3 Brochure and other information

3.1 The images, descriptions, drafts and data on measurements, characteristics or weights featured in our brochures and / or other advertising materials (in particular including digital media) are for information purposes only and are only decisive if expressly described as binding in the advertising material.

3.2 Drafts and other documents remain the intellectual property of FTA.

3.3 FTA accepts no liability for data which are for informative purposes, unless wilful and / or grossly negligent conduct is exhibited.

§ 4 Prices

Unless the parties agree otherwise, or we notify otherwise, the prices are understood to be net ex works plus value added tax, shipping and packaging. The prices given in our catalogues may alter during the period of validity of a catalogue. Where this is the case, we will explicitly indicate this within the framework of an order confirmation.

§ 5 Delivery deadlines and periods

5.1 The goods will only be shipped to a place other than the place of performance at the request of the customer. In this case, the risk is transferred to the customer as soon as we pass the goods on to the appointed transport operator. If the customer wishes to issue any special instructions regarding the form of shipment or the person envisaged for handling the transport, we will take them into account accordingly as long as it is possible and reasonable for us to do so.

5.2 Shipping costs are payable by our customers and we will include them in the invoice.

5.3 The delivery deadlines and periods we give are not binding and we cannot guarantee them. In this respect we only guarantee timely handover to the firm chosen for transportation. If reference to delivery deadlines or periods is made on our part, they are the standard delivery times of the firm engaged for transportation.

§ 6 Packaging

6.1 We handle the packaging of the goods in the customary, suitable manner for transportation.

6.2 The costs of packaging are payable by the customer and will be included in the invoice.

§ 7 Transportation insurance

At the request of our client we are willing to take out transportation insurance for the ordered goods. In this case the costs are payable in full by the customer and we will include them in the invoice.

§ 8 Terms of payment

8.1 If delivery is to be made outside of Germany, the full invoice amount must be paid cash in advance.

8.2 Inside Germany invoices must be paid net within 30 days after receipt of invoice. Early payment discounts or other deductions are not granted.

FTA reserves the right to refuse to make delivery with invoice without stating reasons.

Creditworthiness investigation

FTA reserves the right to obtain creditworthiness evaluation of customers and may pass the necessary customer details on to third parties to this end.

8.3 For orders for special designs, at least 50% of the invoice amount will be payable when the order is placed and the remaining 50% upon delivery. We only commence work on the special design after receipt of the sum amounting to at least 50% of the total which falls due when the order is placed. If we detect (e.g. by obtaining a credit report) that customers are having solvency trouble, we may make delivery conditional on advance payment.

8.4 Tool costs are payable when orders are placed.

8.5 If payment is not made within the stipulated time, in accordance with section 286 paragraph 3 of the German Civil Code (§ 286 Abs. 3 BGB) default occurs if payment is not effected within 30 days after it is due and our invoice has been received.

8.6 Interest will be added to outstanding invoice amounts during the delay. In the event of legal transactions in which consumers are not involved, the interest rate for claims for payment is 8 percentage points above the base rate. We are entitled to demand a higher rate of interest for other legal grounds after producing sufficient evidence. Punctual payment shall be determined by receipt of the money by us and not performance of the transaction by the debtor in question.

§ 9 Offsetting and retention

The customer is only entitled to offset and / or retain in the case of legally established claims or those acknowledged by ourselves. In all other cases offsetting and retention is excluded.

§ 10 Reservation of ownership

10.1 The goods remain the property of FTA until any and all claims arising from the business relationship, including incidental claims and claims for damages, have been settled in full and cheques and bills of exchange have been cashed. Moreover the agreed reservation of ownership continues to exist afterwards if individual amounts claimed by FTA are suspended in a current account or a current invoice and the balance has been established and recognised.

10.2 If the customer combines mixes or processes the goods subject to reservation of ownership with a new movable item, this is carried out on behalf of FTA without the latter incurring obligations by this act. It is hereby clarified that the customer does not acquire ownership of the new item through the combination, mixing or processing, as per section 947 ff of the German Civil Code (§§ 947 ff BGB). When combination, mixing or processing takes place with other items that are not the property of FTA, the latter acquires a co-ownership share of the new item in the same proportion as the value of the reserved goods bears to the total value.

10.3 The customer is only entitled to resell and / or process the reserved goods if the following requirements are fulfilled:

- The customer may only sell and / or process the reserved goods as part of his regular business operations if his financial circumstances do not deteriorate. In particular, lasting deterioration of financial circumstances may be assumed to exist if more than 10% of the invoices submitted are not effectively settled within the agreed payment period.
- The customer hereby assigns any claim along with all secondary rights resulting from the further sale of the reserved goods, including any balance claims, to FTA, which hereby accepts this assignment.
- In the event of combination, mixing or processing of the goods and the subsequent creation of joint ownership by FTA as per point 2 of this clause, FTA has a claim to the sales price in proportion to the value of its rights over the new item.
- FTA authorises the customer to collect the assigned claims as long as its payment obligations to FTA have been met in full and within the stipulated time periods. If delay in payment occurs, or the customer's financial circumstances deteriorate substantially, this right to collect will expire without any further need for separate notification on the part of FTA. In this case the customer authorises FTA to inform his clients and collect payment directly from them itself. The customer undertakes to collect the information necessary for assertion of the ceded claims and inform FTA forthwith and in writing. In particular, this obligation includes notification of detailed itemization of all claims outstanding against clients with their full address, corporate name, the amount of the claim in question including incidental claims and date of invoice and the date payment is due.
- The customer is not entitled to pledge the reserved goods or transferred claims or assign them as security. In the event of violation of this obligation a contractual penalty of 5,000 Euros will be payable for each individual case, without prejudice to all other rights. Should pledges occur, the customer is obliged to inform FTA, specifying the attaching creditor and reason for pledging forthwith.
- In the event of combination, mixing or processing of the goods with a new item the customer will store this new item on his premises until authorised resale takes place. The goods must be insured against the usual risks (in particular theft, water and fire damage) at the expense of the customer. At this moment in time the customer hereby assigns to FTA his claims for compensation against insurance companies or other liable parties arising from materialisation of the insured risks, up to the amount of the invoice value of the goods withdrawn from the consignment warehouse. FTA hereby accepts this assignment.

If the value of the total securities in favour of FTA exceeds the total claims resulting from the business relationship as described in point 1 by more than 25%, FTA is obliged, upon request by the customer, to release securities according to his choice.

§ 11 Return of goods

11.1 Generally speaking goods that have been ordered and properly delivered are not taken back. When there are special agreements with the customer, such goods may be taken back at an individually-negotiated invoice or market price. In all such cases an upper limit of 90% of the invoice or market price will be set. The total costs of returning the goods are payable by the customer.

11.2 In general special designs and major orders are not taken back.

§ 12 Liability and warranty

12.1 The customer's warranty rights basically comply with the legal regulations of the German Civil Code (BGB) with the following provision:

- Warranty rights presuppose that the customer fulfils the duties to examine goods and give notice of defects specified in sections 377 and 378 of the German Commercial Code (HGB) in accordance with regulations.
- In the event of the presence of a defect for which we are responsible in the goods we are entitled to choose between removing the defect and replacing the goods. In the event of removal of the defect, all necessary expenses to this end, in particular transport, travel, work and material costs, will be paid

by us. If however additional costs should be incurred as a result of the goods being taken to a place other than the place of performance, such additional costs are payable by the customer.

- If we fail to carry out removal of defects or replacement of the goods, or fail to do so within a reasonable amount of time and we are responsible for this, the customer is entitled, at his discretion, to either opt to withdraw from a contract or demand an appropriate reduction in the agreed price of sale.

12.2 The guarantee of the load-bearing capacity of the wheels and transportation equipment that we distribute is in all cases valid for speeds of up to a maximum of 4 km. / hr. on level ground.

12.3 The warranty period complies with the legal provisions and is also valid for claims for compensation for consequential damage caused by defects, in so far as the customer does not assert any claims arising from illicit acts.

12.4 Unless otherwise stipulated below, further claims by the customer – whatever the legal grounds – are excluded. In particular, we are not liable for damages not caused to the delivery item itself, or for loss of profit or other pecuniary loss of the customer.

12.5 The aforementioned limitations of liability do not apply if the cause of damage is malice or gross negligence on our part or damages arising from injury to life, physical injury or damage to health are involved. Neither does the limitation of liability apply if our customer asserts his rights due to absence of an assured characteristic or non-fulfilment.

12.6 In the event of negligent violation of an essential contractual obligation our duty to provide compensation for damage to property or personal injury as a result of product defect is restricted to the limit of indemnity of our product liability insurance. We allow our customers to look at our insurance policy upon request.

12.7 The aforementioned exclusions and / or limitations of liability also apply for the personal liability of our employees, workers, staff, representatives and agents.

§ 13 Product liability

The limitations of liability do not apply for claims according to section 1,4 of the German Product Liability Law and in the event of initial incapacity or impossibility to perform which we are responsible for. In this regard the legal limit of liability as per section 10 of the German Product Liability Law for personal injury, or excess as per section 11 of the German Product Liability Law for damage to property shall apply.

§ 14 Place of performance

Unless agreed otherwise, the place of performance is our office in Bad Säckingen, Germany.

§ 15 Place of jurisdiction and applicable law

The law of the Federal Republic of Germany is exclusively applicable, to the exclusion of the UN Convention on Contracts for the International Sale of Goods, unless inconsistent with mandatory statutory provisions. All disputes arising from the legal relations between us and our customers will be exclusively dealt with in the place of jurisdiction of Bad Säckingen, unless mandatory statutory provisions impede this.

§ 16 Data protection

According to the provisions of the German Law on Data Protection we are authorised to process and save data that we obtain from our clients within the framework of the business relationship.

§ 17 Severability clause

If individual parts of these general terms and conditions are or become inoperative, this will not affect the effectiveness of the contract as a whole and of the remaining clauses.

Bad Säckingen, 1.7.2009

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