

General Sales and Delivery Conditions for OEM Customers

1. General

Our General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer only become part of the contract if and to the extent that we have given our express written consent to their application. In particular, any reference made to a letter of the customer or a third party which contains terms and conditions of business or refers to them is not deemed to constitute acknowledgement or acceptance of such terms and conditions. Our General Terms and Conditions of Sales, Delivery and Service Provision also apply in the case that we - while being aware of terms and conditions of the customer that deviate from or conflict with our General Terms and Conditions of Sales, Delivery and Service Provision - execute delivery to the customer without reservation.

1.1 Our General Delivery Conditions apply to all contracts, deliveries and other services, including consulting and information.

1.2 They will also apply to all future contracts with the Customer and to all deliveries and other services in the future.

1.3 Our general terms and conditions only apply to relationships with entrepreneurs, legal persons under public law and special funds under public law.

2. Price offers, conclusion of contract

2.1 Our price quotes are non-binding.

2.2 Orders to us, amendments and additions to contracts, as well as side arrangements must be in writing. The contract will, however, also come into force when we execute orders that were issued in writing or verbally.

2.3 All statements made by our employees and arrangements made with them require our written confirmation. This shall apply in particular to the issue of warranties for quality or durability.

2.4 Drawings, technical information and other performance data shall only be binding if expressly agreed in writing.

2.5 We reserve the right to make reasonable amendments to the construction at any time.

2.6 Offers are generally valid for a period of 30 days.

2.7 Orders will be accepted by a written confirmation of the order to be issued by us.

2.8 We reserve any and all property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents which are referred to or marked as "confidential". Prior to their disclosure or passing on to third parties, the customer has to obtain our explicit written consent.

3. Quotes, prices

3.1 Price quotations are made in EURO ex works; they shall exclude packing costs, costs of loading, freight and installation and value-added tax will be charged separately at the legally mandated rate.

3.2 We will charge the prices in effect on the date of delivery or provision of the service.

3.3 We reserve the right to appropriately adjust our prices if, after contract conclusion an increase in costs occurs due to circumstances that are beyond our control, in particular due to collective agreements or changes in material prices.

3.4 Samples requested by the customer will only be delivered against invoice unless otherwise agreed between the parties.

4. Payment

4.1 Only those employees with written authority to conduct bank debits may execute direct debit transactions.

4.2 The agreed periods for payment shall only be regarded as observed if the remittance payable to us has been received by the due date.

4.3 If the Customer falls behind with payment, we shall be entitled to charge default interest at the legally permissible rate. We reserve the right to claim further compensation.

4.4 Complaints shall not entail the right to delay payments past their due date balancing payments with counterclaims by the Customer, which have not been acknowledged or are not legally enforceable, shall not be admissible.

4.5 Regardless of differing provisions by the Customer, we shall be entitled to apply payments to open liabilities from earlier contracts. In those cases, the incurred costs and interest charges shall first be balanced, followed by the principal claim.

5. Partial deliveries, over and under deliveries

5.1 We shall be entitled to make reasonable partial deliveries, which, we may invoice immediately. Any arrangements concerning discounts shall remain unaffected.

5.2 In the case of special orders, over and under deliveries shall be admissible up to 10% and will be taken into account when invoicing.

6. Transfer of risk

6.1 The risk shall transfer to the Customer, as soon as the goods have left our premises or the warehouse.

6.2 If dispatch of goods is delayed for reasons attributable to the Customer, the risk shall transfer upon receipt of the notification that the goods are ready for dispatch.

7. Period for delivery

7.1 Any specification of the dates or times of delivery are approximate only and non-binding

7.2 The periods for delivery shall extend reasonably with the onset of unforeseeable hindrances, which are outside of our control, such as strike, lock-out, operational breakdown, delay in the supply of raw material, regardless of whether these hindrances occur with us or with our suppliers. We shall not be held responsible for circumstances of this kind, even in cases when we are behind our delivery schedule.

7.3 The delivery time shall only commence when all the necessary documents have been provided to us and all the details of the order and all technical questions have been clarified.

7.4 In case we pay the transport we are free to choose the transport company and transport mode.

7.5 In the case of call-off orders, the delivery time is deemed to be the period agreed between us and the customer or, in default of such an agreement, a period of 12 months. If, after expiry of the delivery time, the goods are not called off for delivery within a reasonable subsequent period granted by us, we are - subject to any agreement to the contrary - free to deliver the goods even without call-off.

8. Retention of title

8.1 The goods supplied by us shall remain our property until all our current and future claims against the Customer have been satisfied, to the extent that they are associated with the goods supplied.

8.2 The Customer shall be entitled to resell the goods supplied and in our ownership (retained goods) in the normal course of business. He shall however, here and now assign to us all claims arising from the resale, regardless of whether or not the retained goods were resold after processing or whether they are associated with real estate or to moveable objects. If the retained goods are resold after processing or together with other goods, which do not belong to us, or if they are associated with real estate or to moveable objects, the claim by the Customer against his customer shall be regarded as assigned in the amount of the supply price for the retained goods agreed between the Customer and ourselves.

8.3 The Customer shall be entitled to collect these claims even after assignment to us. This shall not affect our authority to collect the claim ourselves, but we agree to refrain from any collection efforts as long as the Customer fulfils his obligations with regard to payment. If the Customer makes use of his authority to collect, we shall be entitled to the proceeds

collected in the amount of the supply price for the retained goods agreed between the Customer and ourselves.

8.4 We agree to release the security that is due to us upon demand, if its value exceeds by more than 20% the claims to be secured, to the extent that these have not been satisfied.

8.5 If we accept bills of exchange as the means of payment, our right of retention shall continue until it is determined that there are no claims to us arising from the bills of exchange.

9. Complaints

9.1 We must be notified about apparent defects by a written and specific complaint within 8 days of receipt of the goods. This shall also apply to incorrect, over and under deliveries. Other defects shall be reported immediately. Violations of the obligation to complain shall entail the loss of the right of the Customer to claim damages.

9.2 In the event of a complaint, the Customer shall return the goods to our address without prior interference.

10. Liability for defects

10.1 In the case of a justified complaint, we may elect to carry out repairs or replacement. If the repair or replacement fails or if a reasonable period set by us for later performance expires, the Customer shall be entitled to reduce the remuneration or to withdraw from the contract.

10.2 12 months from the date of transfer of the risk, all claims relating to defects shall be void.

10.3 The statutory provisions relating to the purchase of consumer goods shall not be affected.

11. Compensatory Damages

11.1 In accordance with the statutory regulations, we bear unlimited liability for damages arising on the basis of any of the guarantees we have declared.

11.2 We are also liable for damages for injury to life, body or health unless we cannot be held responsible for the relevant breach of obligation, and are also liable for damages arising on the basis of some breach of obligation on our part, unless the breach of obligation has not been committed either deliberately or out of gross negligence. To the extent that it is mandatory, our liability on the basis of the Product Liability Act remains unaffected.

11.3 Otherwise, we do not bear responsibility for compensatory damages for shortcomings or other breaches of obligation. This does not include damages which can be traced back to any culpable breach of significant contractual obligations; in this case, the claim is restricted to our liability for those damages which, on conclusion of the contract, we have foreseen as a possible consequence of the breach of obligation, or which, taking into consideration the circumstances of which we were, or should have been, aware, we should have fore seen.

11.4 Our liability for shortcomings or other breaches of obligation in accordance with Para. 11.3 above is also, in respect of material damages, restricted to the sum covered by the third-party liability insurance policy we hold, in respect of which a cover note can be provided by the insurance company, if the party placing the order so wishes. For damage to property, our liability is, in accordance with Para.

11.3 above, restricted to the loss of profits arising out of the concrete delivery.

11.5 Any breach of obligation committed by our legal representatives or authorised agents is regarded as the equivalent of a breach of obligation on our own part.

11.6 Any statutory rights of withdrawal in existence are in no way restricted by the above arrangements.

12. Place of performance, place of jurisdiction, applicable law

12.1 The place of performance of our delivery shall be the registered office of our Company in Toledo - Spain.

12.2 The place of jurisdiction shall be Toledo. We shall, however, be entitled to commence proceedings against Customer at their place of business.

12.3 Differences of interpretation of this contract and any arrangements associated therewith and legal actions shall be decided exclusively under Spanish law.

13. Return of materials

13.1 Non-defective goods delivered by us can only be returned with our prior consent and on the conditions set out below.

13.2 Return of material deliveries made more than 12 months ago are not accepted.

13.3 Return of custom-made items which were manufactured at your request as well as goods which are not part of our product range and were purchased by us from third parties are not accepted.

13.4 The return fee amounts to 25% of the net value of the goods but not less than EUR 50.00 per credit procedure.

13.5 The goods can only be returned, carriage paid/free domicile, to the address of our company.

14. Industrial property rights

14.1 The contract partner also warrants that the production and delivery of products manufactured at his behest do not violate third-party property rights and shall indemnify us against all opposing claims.

15. Severability

15.1 If any provision of the underlying contract should be invalid or ineffective, this shall not affect the validity of the remaining provisions of the contract.

By this document all previous Sales and Delivery Conditions are annulled.

With reference to the Privacy Protection Act, we point out that the data arising from the business relationship will be stored.

Multicapas Industrial, S.L.

Travesía del Encinar, 3

Polígono Industrial Monte Boyal

45950 Casarrubios del Monte

Toledo (Spain)

Tel. +34 91 8171883