

# GENERAL TERMS AND CONDITIONS

1. Scope of Agreement. All shipments, services, sales and quotations between STEINFURTH, INC., a Delaware corporation ("STEINFURTH"), and the purchaser named on the attached quotation, order, order confirmation or invoice ("Buyer") are subject to the general terms and conditions of business contained herein ("General Terms and Conditions"), and receipt by Buyer of the General Terms and Conditions without immediate written objection thereto and/or acceptance by Buyer of an order of Products which is confirmed or accompanied by the General Terms and Conditions, shall constitute an acceptance by Buyer of the General Terms and Conditions and any additional terms and conditions of STEINFURTH set forth on any attachment(s) hereto. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY RESPONSE HERETO BY BUYER OR IN ANY PURCHASE ORDER OR SIMILAR DOCUMENT OF BUYER SHALL BE DEEMED REJECTED BY STEINFURTH WITHOUT NEED OF FURTHER NOTICE OF REJECTION AND SHALL BE OF NO EFFECT NOR IN ANY CIRCUMSTANCES BINDING UPON STEINFURTH. These General Terms and Conditions shall govern the present transaction and all future business transactions between STEINFURTH and Buyer relating to the sale of goods or the provision of services (hereinafter collectively referred to as "Products" or individually as a "Product") by STEINFURTH to Buyer, even in cases where the General Terms and Conditions are not expressly re-agreed upon or attached.

2. Acceptance of Order. Each order of Products shall not become effective and shall not be binding upon STEINFURTH until transmittal by STEINFURTH of a written Order Confirmation to Buyer.

3. Quotations. STEINFURTH's quotation is valid for **thirty (30) days** from the date of the quotation unless otherwise stated therein. Any quotation supersedes all previous quotations or correspondence concerning the same transaction or inquiry. Quotations contain proprietary information of STEINFURTH and are provided to Buyer with the understanding that Buyer will use the information solely for internal purposes. Quotations and the proprietary information contained therein may not be disclosed to any third party or be used in the preparation of any request for quotation for, products similar to, or as a substitution for the Products quoted by STEINFURTH. Any change in specifications supplied by the Buyer may result in an increase to the quoted price

4. Cancellation. Buyer may not cancel any order after such order has become effective pursuant to Section 2, above. If Buyer makes an assignment for the benefit of creditors, if a petition or other proceeding, voluntary or involuntary, is filed with respect to Buyer under applicable bankruptcy, reorganization or other insolvency laws, if Buyer generally becomes unable to pay its debts as they become due, or if Buyer fails to remit payment to STEINFURTH for Products in accordance with the terms hereof, STEINFURTH may, at its option, cancel all deliveries of undelivered Products or any accepted orders effective immediately by giving Buyer written notice of such cancellation.

5. Product Descriptions, Modifications, Improvements. All references in sales brochures, technical data sheets and offers as to size, weight, technical specifications, price and other details of the Products are approximate and shall not be binding on STEINFURTH unless expressly incorporated in an accepted order. STEINFURTH reserves the right, at any time, to alter, change, amend, or improve the Products and Product descriptions without notification of Buyer, provided such alteration, change, amendment or improvement does not affect the price, quality and substantial function of the Product.

6. Price Modification and Other Charges. STEINFURTH's price does not include any transportation, crating, special packaging accommodations, tariffs or other governmental charges which STEINFURTH may be required to pay or collect under any existing or future law with respect to sale, transportation, delivery, storage, installation or use of any Products sold by STEINFURTH. Prices on the Products are exclusive of all city, state and federal excise taxes, including without limitation, taxes on manufacture, sales, receipt gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

7. Shipment; Installments. Buyer will give STEINFURTH reasonable notice regarding Buyer's requirements for time and delivery of the Products. Unless otherwise agreed in writing by STEINFURTH, all dates of delivery set forth in an accepted order are approximate and nonbinding. Buyer understands and agrees that STEINFURTH will use reasonable efforts to ship the Products approximately on the estimated supply date set forth in an accepted order. STEINFURTH shall notify Buyer of any anticipated delays but shall not be responsible for any delays in shipment beyond STEINFURTH's reasonable control. It is expressly understood that STEINFURTH may delay release of the Products to Buyer or Buyer's agents until such time as payments due, as set forth herein, have been received by STEINFURTH. STEINFURTH reserves the right to make delivery in installments unless otherwise expressly agreed in writing. Delay in delivery of any one or more installments shall not relieve Buyer of Buyer's obligation to accept remaining deliveries.

8. Payment. Each shipment is a separate transaction and payment shall be made accordingly. Payment terms shall be thirty (30) days net unless otherwise specified in an applicable invoice. Invoices shall be payable only in the agreed currency. In the absence of any written agreement to the contrary, invoices shall be payable in U.S. Dollars. If any invoice is not paid in full within thirty (30) days following the date of invoice, STEINFURTH shall be entitled to charge interest on the delinquent amount at a rate per annum equal to the lower of (a) the most recently announced prime rate of interest per annum (as of the date payment became due), as published in the "Money Rates" section of the Wall Street Journal as of the due date of payment, plus four (4) percentage points, or (b) the highest rate allowed under applicable law. The foregoing right shall be in addition to and not in lieu of any other remedies STEINFURTH may have at law or in equity for such delinquency.

With respect to amounts invoiced hereunder, Buyer shall have no right of offset by virtue of any claim against STEINFURTH, unless and until such claim has been finally adjudicated in favor of Buyer by a court of competent jurisdiction and such adjudication is not subject to appeal, or STEINFURTH has acknowledged the validity and amount of such claim in writing.

In addition to STEINFURTH's right to cancel pursuant to Section 4, STEINFURTH may from time to time demand different terms of payment from those specified herein whenever it reasonably appears that the Buyer's financial condition requires such change, and may demand assurance of the Buyer's ability to pay or otherwise perform Buyer's obligations whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and STEINFURTH may, upon making of such demand, suspend shipments and performance of services hereunder. If, within the period stated in such demand, the Buyer fails or refuses such different terms of payment, or fails or refuses to give adequate assurance of his ability to pay or otherwise perform his obligations, STEINFURTH may at STEINFURTH's option treat such failure or refusal as a repudiation of any portion of an accepted order that has not been fully performed. In all events, time shall be of the essence with regard to the Buyer's payment obligations to STEINFURTH hereunder.

9. Grant of Security Interest. Buyer hereby grants STEINFURTH a security interest in the Products and all proceeds thereof to secure Buyer's obligations to STEINFURTH hereunder. As a secured party, STEINFURTH shall be entitled to exercise all rights and remedies available to a secured creditor under applicable law. To assist STEINFURTH in protecting STEINFURTH's interest, Buyer agrees to execute and delivery to STEINFURTH any and all documents necessary to perfect STEINFURTH's security interest, including all financing statements. Buyer further appoints STEINFURTH as Buyer's attorney in fact for the purpose of executing all documents on Buyer's behalf which are necessary to perfect and maintain STEINFURTH's security interest in the Products.

10. Carrier and Routing. Unless the parties agree otherwise, STEINFURTH shall have the right to select the carrier(s) and routing of shipment without liability by reason of its selection. Products sold herein are sold FCA STEINFURTH's facility in Essen, Germany, Incoterms 2000, unless otherwise expressly agreed in writing by STEINFURTH with respect to an accepted order. Buyer assumes all responsibility for payment of freight, and all costs associated therewith, which freight charges and other costs may not be reflected in the prices quoted by STEINFURTH. STEINFURTH may, at STEINFURTH's option, prepay freight and seek reimbursement from Buyer. Unless requested in writing by Buyer, STEINFURTH will not insure the Products against loss during transit. If STEINFURTH so insures any Products, the cost of such insurance shall be the responsibility of Buyer.

11. Title and Risk of Loss. Title to and risk of loss in the Product shall pass to Buyer upon delivery of the Product by STEINFURTH (or STEINFURTH's agent or representative) to the carrier at the shipping point.

12. Limited Warranties. STEINFURTH warrants only that the Products shall be free from defects in materials and workmanship for a period of twelve (12) months after the date of delivery (the "Warranty Period"). If within the applicable Warranty Period, (i) the Buyer discovers any defects in the materials or workmanship of this Product and (ii) notifies STEINFURTH in writing of such defects, and returns the defective Product to STEINFURTH, STEINFURTH shall, at STEINFURTH's sole option, repair or replace the defective Product, or refund the purchase price for the defective Product. This warranty shall not apply to any of the following: (a) Products that have been altered other than in the course of incorporation in finished products in the ordinary course; (b) Products that have been damaged by negligence or accident or by other circumstances beyond the reasonable control of STEINFURTH; or (c) Products that have been improperly used or maintained by Buyer, or that have been subjected to abnormal conditions of use or maintenance not in conformity with accepted industrial practice or with STEINFURTH's written instructions concerning use and maintenance. In no case whatsoever, including justified warranty claims, is the Buyer entitled to retain payments due, except upon the written consent of STEINFURTH with respect to undisputed claims. No claims for warranty will be processed if received after the Warranty Period.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

13. LIMITATION OF LIABILITY. IN ALL EVENTS, THE LIABILITY OF STEINFURTH UNDER THIS AGREEMENT, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE PRICE ACTUALLY PAID BY

BUYER FOR THE PRODUCT IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE PRODUCTS PROVIDED IN CONNECTION HERewith (INCLUDING LOSS OF PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER ARISING, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Custom Designed Products. If any Product shall be manufactured and/or sold, or any service performed, by STEINFURTH pursuant to specifications or requirements of Buyer ("Custom Designed Products"), unless specifically agreed in writing to the contrary, (a) STEINFURTH EXTENDS NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER AND NO WARRANTY AS TO COMPLIANCE WITH ANY OF BUYER'S SPECIFICATIONS OR REQUIREMENTS; (b) the Buyer agrees to defend, protect and save harmless STEINFURTH against all suits at law or in equity and from all damages, claims, and demands including attorneys' fees and costs, for actual or alleged infringement of any United States or foreign patent, copyright, trademark, or any other intellectual property; and (c) the Buyer agrees to indemnify and hold harmless STEINFURTH from and against all damages, claims, suits, actions, and demands including attorney's fees and costs which may be brought against STEINFURTH because of the manufacture and/or sale of such Custom Designed Products.

15. Acceptance. Buyer shall inspect all Products immediately following arrival thereof at the destination, and shall give written notice to STEINFURTH within eight (8) calendar days after the receipt thereof (i) of any claim that the Products are nonconforming, provided that a reasonable inspection should have revealed such nonconformity, (ii) of any claim of shortage of Products. If Buyer shall fail to give such notice within such time period, the Products shall be deemed to conform to the terms of an accepted order, and Buyer shall be deemed to have accepted the Products.

16. Confidentiality and Nondisclosure. Except as required by law, the Buyer shall not disclose any of the terms or conditions of an accepted order, including price terms, to any third party (other than a permitted successor or assign) for any reason whatsoever. All specifications, drawings, sketches, molds, dies, other tooling, models, samples, designs, technical information or data, written, oral or otherwise furnished by or on behalf of STEINFURTH shall remain the property of STEINFURTH, whether paid for by Buyer or not, and shall be returned (together with all copies) promptly upon STEINFURTH's request. Such information shall be treated as confidential, and shall not be used, disclosed or reproduced by Buyer, except as required in the course of performance hereunder. Buyer's obligations of confidentiality hereunder with respect to each item of confidential information shall extend for a period of three (3) years from the date of STEINFURTH's acceptance of the last order to which the items of confidential information in question pertain; provided, however that Buyer's obligations of confidentiality hereunder with respect to any such items of information which rise to the level of a trade secret (as defined under applicable law) shall remain in full force and effect for so long as such information remains a trade secret under applicable law. For purposes hereof, the confidentiality obligations embodied herein do not extend to any information which, at the time of disclosure, (i) is already known or independently developed by Buyer; (ii) is in the public domain

through no wrongful act of Buyer; or (iii) is received by Buyer from a third party who was free to disclose such information. The parties acknowledge that the rights of STEINFURTH hereunder are in addition to those rights STEINFURTH may have under common law or applicable statutes for the protection of trade secrets.

17. Force Majeure. Under no circumstances shall STEINFURTH be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, acts of God, war, acts of terrorism, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes beyond STEINFURTH's control whether or not similar in nature to any of the foregoing.

18. Waiver. No waiver by either party of any breach of any of the terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other term or condition contained herein.

19. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

20. Entire Agreement. These General Terms and Conditions supersede all prior agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement and understanding between the parties covering the sale and purchase of the Products. No modification hereof shall be affected by telephone or orally or by the use of purchase orders, acknowledgments, acceptances or other forms at variance with or in addition to the terms and conditions contained herein. In the event of a conflict in terms between the preprinted terms on this form and the terms of any attachments hereto or specific terms added to an accepted order, the specific additional terms and/or the terms on the attachment shall control provided such terms were (i) added prior to acceptance by STEINFURTH and (ii) specifically referenced and agreed to by STEINFURTH in writing.

21. Arbitration. Any controversy or claim arising out of or relating to these General Terms and Conditions, the breach thereof or the purchase, delivery or use of the Products in general as well as all subsequent dealings between the parties relating to the subject matter thereof, shall be submitted to and resolved by the American Arbitration Association ("AAA"), with such arbitration to be conducted in Atlanta, Georgia, USA, in accordance with the AAA's International Arbitration Rules then in effect, by one arbitrator selected by the AAA. Any award or decision rendered in such arbitration shall be final and binding on both Buyer and STEINFURTH, and judgment may be entered thereon in any court of competent jurisdiction if necessary. Each party hereto shall pay any and all expenses incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator, who shall have authority to award attorney's fees and costs of arbitration to the prevailing party.

22. Assignability. Buyer may not assign these General Terms and Conditions, by operation of law or otherwise (excluding merger), without the express written consent of STEINFURTH.

23. Governing Law. The rights and obligations of STEINFURTH and Buyer shall be governed by the laws of the State of Delaware without regard to principles of conflict of laws, and STEINFURTH and Buyer shall

have all rights and remedies accorded to them by the Uniform Commercial Code, except as such rights are modified by the terms hereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions between STEINFURTH and Buyer.