

ALPS LOGISTICS EUROPE GmbH

General Terms and Conditions of Purchase

1. General

- 1.1 The following General Terms and Conditions of Purchase ("Agreement") shall apply to all contracts for the purchase of goods ("Products") by ALPS LOGISTICS EUROPE GmbH ("Alps") from you ("Supplier"). Any terms or conditions by Supplier are herewith expressly excluded.
- 1.2 Dispatch or delivery of Products by Supplier to Alps shall be deemed conclusive evidence of your acceptance of these terms and conditions of purchase.
- 1.3 Any deviations from or changes of this Agreement shall be inapplicable, unless agreed in writing by Alps' authorized representatives. This also applies to a change of this clause 1.3.

2. Purchase Orders

- 2.1 Alps shall place orders to Supplier for Products, specifying the quantities and delivery dates desired ("Order"). Changes to the Order shall not be binding upon Alps until accepted and confirmed in writing by Alps. If changes are not confirmed, the original Order remains valid.
- 2.2 Order must be confirmed by the Supplier in writing within five (5) days of receipt of such Order. If Supplier does not confirm the Order within five days, such Order shall be deemed accepted. However, Alps retains the right to cancel such non-confirmed Order at any time.
- 2.3 Alps shall not be liable for any loss or damage whatever arising from such cancellation.

3. Payment

- 3.1 The price shall be Supplier's quoted price and shall be binding. It applies to delivery free of charge to the place of delivery specified by Alps. In case of faulty deliveries, Alps shall be entitled to withhold an appropriate amount until the Order has been correctly executed.
- 3.2 Supplier must pay all relevant taxes and duties. Failure to pay such taxes and duties in a timely manner may lead to reasonable process fees charged by Alps to the Supplier for the additional expended effort.
- 3.3 The invoice shall be sent in duplicate to the accounting department. It shall bear the Supplier's number, the number and date of the Order, additional data specified by Alps, the sales tax identification number for across-the-border shipments within the European Community if applicable, the place of discharge, the number and date of the delivery note and the quantities of the Products invoiced. The invoice shall refer only to one delivery note.
- 3.4 Payment is due no earlier than thirty (30) days after delivery and receipt of an invoice according to 3.3.

4. Description and Quality Management

- 4.1 Supplier shall ensure that all Products supplied shall:
- conform as to quantity, quality and description with the particulars stated in the contract and with all statutory requirements applicable to such Products;
 - correspond with samples, patterns or specifications referred to by Supplier;
 - be of sound materials and workmanship and shall be of premium quality and fit for the purpose for which Alps intends to use such Products, and
 - for a period of two (2) years after Products have been received by Alps, shall be free from defects in material and workmanship under normal use and service;
- 4.2 All representations, statements or warranties made or given by Supplier, Supplier's servants and/or agents (whether orally, in writing or in any of Supplier's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Products shall be deemed to be express conditions of the contract of sale.

5. Delivery

- 5.1 When Alps places an Order with Supplier, the date of delivery is of the essence. Supplier is obliged to inform Alps without undue delay about impending or actual circumstances which impede timely delivery.
- 5.2 Products shall be delivered to the address specified in the Order. The risk of loss, damage or destruction of the Products shall pass to Alps upon arrival of the Products at the place of delivery.
- 5.3 If Supplier fails to deliver all or part of the Products in accordance with the Order to the location and on the date set for delivery, then without prejudice to Alps' statutory rights for breach of contract:
- Alps may, without granting a grace period, partly or completely terminate the Order and claim compensation for any direct or consequential damages. In this event, if requested by Alps, Supplier shall promptly collect any Products that have been delivered.
 - Alps may require the Supplier to promptly deliver sufficient Products which correspond to the Order.
- 5.4 Returnable cases, packages and other containers shall be supplied by Supplier free of charge. If previously requested in writing, such cases, packages and other containers shall be returned to Supplier in good condition; such return shall be at Supplier's risk and expense.

6. Damaged and Defective Products

- 6.1 Immediately after receipt of the Products Alps will conduct an identity and quantity check as well as check for apparent transport damage and inform Supplier about any findings. Alps will notify Supplier without undue delay about other defects, as soon as they become apparent in the course of ordinary business. Insofar, the Supplier waives the objection of late notice of defects (§ 377 HGB – "German Commercial Code").
- 6.2 If Products delivered by Supplier do not comply with the description or sample, Alps may reject such Products. Alps shall give the Supplier notice of such rejection, specifying the reason, and within five (5) working days of such notice Supplier shall retake possession of the rejected Products.
- 6.3 Alps shall have the right to require Supplier, at Supplier's risk and expense, to expeditiously replace or repair, as appropriate, any rejected Products. Supplier shall use its best efforts to rectify any problem quickly and to Alps' full satisfaction.
- 6.4 Supplier shall indemnify Alps against all claims by Alps' customers and their sub-buyers arising out of any breach of this Agreement by Supplier.

7. Confidentiality

- 7.1 Supplier will treat any commercial and technical details which are not publicly known and which come to Supplier's knowledge in the course of the business relationship with Alps confidentially.
- 7.2 Drawings, models, templates, samples and similar objects shall not be passed on to unauthorized third parties, or made available to them in any other way. Reproduction of such material shall only be permissible in accordance with business requirements, and in compliance with the relevant copyright provisions.
- 7.3 Supplier shall ensure that any sub-suppliers are subject to the same obligation.

8. Insolvency

Without prejudice to any other rights or remedies available to Alps, Alps shall be entitled to cancel any Order without any liability to Supplier, if:

- Supplier makes any voluntary arrangement with Supplier's creditors or becomes subject to an administration order or goes bankrupt or into liquidation, or
- an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Supplier's assets, or
- the Supplier makes an assignment for the benefit of Supplier's creditors, or
- the Supplier ceases or threatens to cease business, or
- any judgment is made against the Supplier or any similar occurrence under any jurisdiction affects Supplier, or
- Alps has reason to apprehend that any of the events mentioned above is about to occur to Supplier and Alps notifies the Supplier accordingly.

9. Liability

- 9.1 Unless stipulated otherwise herein, Supplier shall be liable to Alps for damages caused directly or indirectly as a result of faulty delivery, infringement of official safety regulations or for any other legal reasons for which the Supplier is responsible.
- 9.2 In principle, an obligation to compensate for damages exists only if the Supplier was at fault when causing such damage.
- 9.3 In the event of a claim being made against Alps on the basis of liability to third parties regardless of fault under legal provisions which cannot be excluded by contract, the Supplier shall indemnify Alps to the extent that the Supplier would be directly liable.

10. Intellectual Property Rights

- 10.1 Supplier shall indemnify Alps against any claims that the sale or use of the Product by Alps breaches any third party's intellectual property rights.
- 10.2 The aforesaid shall not apply as far as the Supplier has manufactured the Products in accordance with drawings, models or similar mandatory descriptions by Alps, provided that the breach of intellectual property rights was caused by compliance with such mandatory descriptions.

11. Force Majeure; Continuity Plan

- 11.1 If either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including, but not limited to, any acts of God, statute, ordinance, regulation, or other governmental action, fire, accident, strike, lockout (other than a strike or lockout induced by the party so incapacitated), riot, or war, the party unable to fulfill its obligations shall immediately give notice of this to the other party and shall do everything in its power to resume full performance.
- 11.2 Alps shall be entitled to withdraw from any and all Orders if the period of incapacity continues beyond a commercially reasonable period.
- 11.3 Supplier shall prepare a business continuity plan for any trouble that adversely affects business operation of Supplier or Supplier's sub-supplier to achieve prompt recovery and continuity of business operations.

12. Compliance with Laws; General Rules of Conduct

- 12.1 Supplier shall comply with all applicable laws and regulations, especially but not limited to laws related to export control, anti-corruption, prevention of money-laundering, anti-trust activities and financing of terrorism and/or criminal activities.
- 12.2 Supplier shall ensure compliance with the conventions of the International Labor Organization ("ILO Conventions") or similar national or other applicable laws. Supplier shall especially not engage in child labor or any kind of forced / compulsory labor and shall ensure equal and discrimination-free treatment as well as a safe and hazard-free working environment for all workers.
- 12.3 Supplier shall not procure or use any minerals that directly or indirectly finance or benefit an organization or armed group that is a perpetrator of serious human rights abuses in conflict-affected areas (so-called "conflict minerals").
- 12.4 In case Supplier breaches an obligation in this clause 12 Alps shall be entitled to terminate this Agreement without liability for any damage or loss caused by such termination.

13. Protection of Environment

Supplier shall strive to actively protect the environment by saving energy and recycling and shall follow all applicable environmental laws and regulations. Supplier warrants that no prohibited substances are contained in the Products and shall notify Alps immediately if prohibited substances are contained or are likely to be contained in the Products. Supplier shall ensure that, upon prior notice, Alps may enter the factory of Supplier or its sub-supplier to audit the environmental protection system.

14. Indemnification

Supplier shall indemnify Alps from all direct or indirect damages that Alps may suffer due to a culpable violation of this Agreement, especially also clause 12, by the Supplier.

15. Waiver

The failure of either party to enforce any right accruing under this Agreement shall not be construed as a waiver of a subsequent right of such party to enforce the same or any other right, terms or conditions.

16. No Assignment

This Agreement shall inure to and be binding upon the legal successors of the parties, including but not limited to successors as a result of consolidation, merger or reorganization, but shall otherwise be non-assignable by either party without the prior written consent of the other party.

17. Data Protection

Supplier is aware and accepts that Alps stores data arising from its transactions with Supplier in accordance with national data protection law of Germany and that Alps reserves the right to disclose such data to any third parties, if required, in order to fulfill its obligations under this Agreement.

18. Governing Law

This Agreement shall be exclusively governed by and interpreted in accordance with the law of Germany and each party shall be subject to the exclusive jurisdiction of the courts of Germany.