

**UAS, United Air Specialists Inc. Germany
GENERAL PURCHASE TERMS**

Unless the context demands a different interpretation, the following terms in the General Purchase Terms are defined as follows:

"Purchaser" is UAS, United Air Specialists, Inc. Germany, Otto-Hahn-Straße 6, D-65520 Bad Camberg

"Seller" is the company, corporation or person placing the order.

The "Goods" are the goods and all work associated with them, equipment articles, systems or services which are the subject matter of this order or any follow-up order or are partial orders in this context.

The "Order" is the contract for the purchase and sale of the Goods.

Any sale of goods by the Seller will apply explicitly subject to the proviso of acceptance of the General Business Terms by the Seller.

- 1. ACCEPTANCE OF ORDER, CHANGES** - The supply by the Seller, the dispatch or provision of goods, the confirmation of the present order, the start of performance as well as the acceptance of payments will be regarded as unambiguous proof that the Seller accepts the present order subject to the present General Purchase Terms. Upon acceptance of this order the present General Purchase Terms as well as all terms and conditions attached to them will constitute the entire agreement between the parties and any deviating terms on the Seller's order confirmation or similar documents are invalidated unless the Purchaser concluded a different written agreement. The present order can only be transferred or assigned with the Purchaser's written consent.
- 2. PRICING** - The prices quoted in this order are net fixed prices unless there are changes in accordance with the terms set out in Item 11 below.
- 3. PAYMENTS** - Payment will be due net within 60 days after the satisfactory receipt of the goods unless other regulations have been concluded in the order.
- 4. DELIVERY, PACKAGING, TRANSPORT, CONTAINER** - The goods are to be supplied to the Seller to the place(s) stipulated on the order. Delivery will be at the Seller's risk and no fees may be charged for packaging, transport or container unless set out on the first page of the order or explicitly quoted by the Purchaser as an extra and separate fee. The Seller will be liable for damage to the goods as explained in the present document due to improper packaging in boxes, crates and cardboard boxes. The Purchaser likewise reserves the right to reject goods whose container appear to be leaky or damaged or otherwise unsuitable for storing goods.
- 5. SHIPPING PAPERS** - The Seller will attach notices to all consignments showing the order and parts number as well as the quantity and product description. At the Purchaser's instructions, the Seller must label all consignments with bar codes in accordance with the Purchaser's specification.
- 6. OVERPRODUCTION, EXTRA-DELIVERIES** - The Purchaser will not be liable where the goods are produced in quantities in excess of those set out in the order or for extra-deliveries exceeding the stipulated quantities and the Purchaser may retain extra deliveries or return them at the Seller's expense; transport and return costs are included.
- 7. DEFINITION OF THE TRANSPORT ROUTES** - The Purchaser reserves the right to fix the transport routes for all deliveries. Any additional transport costs, delays or claims associated with the deviation from a set transport route will be borne by the Seller.

- 8. OWNERSHIP RIGHT, REVIEW, REJECTION** - Where payment is made for the goods delivered on the basis of the present order this will not be equivalent to acceptance of the Goods; the Goods will only be accepted by the Purchaser subject to inspection and with the possibility of rejection. However, the ownership rights to the goods will pass proportionally upon delivery or respective payment, with the earlier date being authoritative. Defective goods or goods which do not comply with the Purchaser's specifications may be returned to the Seller; the Purchaser may opt to pay the full purchase price or to exchange the goods, with the latter being carried out at the risk and expense of the Seller, including assumption by him of the costs for transport and return. The exchange of goods may only be carried out at the Purchaser's relevant instructions. A representative of the Purchaser may inspect the Goods that are the subject matter of the present contract at the Seller's plant at any appropriate time.
- 9. GUARANTEE** - For all goods delivered by the Seller and for all work performed by the Seller, the Seller is conceding a guarantee of 24 months from the date of receipt of the goods or completion of the work. The Seller guarantees that all goods and work are free from any liens, encumbrances or legal defects as well as from design and material defects, that they are suitable for the designated purpose and comply with the quality standards, specifications, drawings and samples set or provided by the Purchaser, the guarantees conceded on the basis of this order for all processes used, as well as the technical design, usability, engineering, efficiency and other features and that they are all new and in a good and satisfactory quality as customary in the line of business. The Seller further guarantees that the goods comply with all specifications, orders, laws, provisions, regulations and efficiency criteria currently applicable in Europe and as the circumstances require, in the US and country of origin. Where a defect is detected on the goods supplied by the Seller or work performed by the Seller during the guarantee period the Purchaser must inform the Seller of this and the Seller must reimburse the Purchaser for all direct, indirect and consequential damage incurred by the repair or exchange of the goods or work.
- 10. QUALITY CONTROL** - The Seller must have a proper and consistent quality program that is acceptable for the Purchaser or where no conditions have been stipulated, is customary in the line of business for ensuring that the Goods comply with the quality standards specified in the order and the requirements applicable in accordance with the present order with regard to design, materials, appearance, efficiency and reliability.
- 11. CHANGES OF SPECIFICATIONS** - The Purchaser can make changes to the order at any time; this includes changes of the drawings, specifications, shipping methods, quantity specifications, packaging as well as delivery date and venue. Where these changes entail an increase or decrease of the costs or of the time expended for performance of the order the price and/or delivery schedule can be adjusted accordingly. All demands or adjustments by the Seller must be approved in writing by the Purchaser before the Seller may carry out these changes.
- 12. TOOLS, MATRICES, SAMPLES, EQUIPMENT ITEMS** - Without prejudice to any deviating copyright notices or notice of ownership rights as well as subject to the proviso of any deviating written agreements all tools, matrices, samples, equipment items and materials of any kind provided by the Seller or provided to the Seller by the Purchaser and paid individually by the Purchaser as well as any replacement parts in this context and all associated materials are the property of the Purchaser. These items are to be labeled clearly as "property" of *UAS, United Air Specialists, Inc. Germany* or otherwise labeled accordingly; this will apply likewise to the respective individual parts of these objects where this is viable. These tools, matrices, samples and equipment items are to be maintained by the Seller at his expense in such a way as to ensure that at all times they are in a condition which permit production of the respective production quantities in accordance with the applicable specifications and are to be exchanged by the Seller according to the Purchaser's instructions should this prove to be necessary. As long as these items are in custody or under the control of the Seller they are to be stored at the Seller's risk, to be ensured by the Seller at his expense with a coverage amount equivalent to the costs incurred in the case of an exchange of these items including damage compensation to be paid to the Purchaser and are to be removed at the written request of the Purchaser; in such a case the Seller must prepare these items for shipping and deliver them to the Purchaser; apart from the usual wear and tear the items must be in the same condition they were in when the Purchaser originally bought them from the Seller. The Seller may not sell or lease the tools, matrices, samples and equipment items without the Purchaser's written consent.

- 13. OWNERSHIP RIGHTS** - Where within the framework of the present order, goods supplied or work performed according to the design instructions, specifications or plans are produced with the aid of tools, matrices, samples or equipment articles which are the property of the Purchaser, the Seller agrees that they are not to be produced or performed or supplied to third parties without the written consent of the Purchaser. The Seller agrees that all design instructions, drawings, procedures, material compositions, specifications, software and other technical information produced, prepared or developed in connection with the goods or work covered by the order, including all appurtenant rights (including copyrights and utility model rights) are the unrestricted exclusive property of the Purchaser and the Seller must observe confidentiality with regard to them and protect them against unauthorized disclosure or use by third parties. The Seller hereby agrees that he will immediately notify or disclose to the Purchaser any inventions or improvements in regard to the design instructions, drawings, procedures, material compositions, specifications, software or other technical information produced, prepared or developed by the Seller in connection with goods or work covered by the present order and to prepare/have prepared all documents that could be required i.a. for an official assignment so that the Purchaser has the unrestricted ownership of the inventions and improvements and so that the Purchaser receives all patents, trademarks, copyrights, business secrets, utility model rights or other ownership rights related to the inventions or improvements and can resp. maintain and assert these. The Seller must keep written records for all these inventions or improvements and upon completion of the present order present the Purchaser with all these records alongside all design instructions, drawings, specifications, software, stencils and templates and other technical information the Seller has in his possession or has control of. The confidentiality regulations or secrecy duties set out in Item 13 will continue to apply after termination or completion of the present contract.
- 14. LIABILITY EXEMPTION** - The Seller agrees to release the Purchaser from liability at his own expense for all lawsuits, claims, demands, rulings and other costs as well as for legal fees (including attorney's fees) incurred on the basis of the issue of the present order or resulting on the basis of the issue of the present order to the extent that they result from or in connection with an act or omission by the Seller; this will apply likewise to corresponding or similar claims in relation to an actual or alleged direct or indirect infringement or probable infringement of European or foreign patents, trademark, copyrights, utility model rights or other ownership rights on the basis of the production, use or sale of the goods or work covered by the order, infringements resulting from compliance with the specifications given by the Purchaser being excluded, as well as to an actual or alleged infringement or for use of business secrets outside of the designated purpose which result directly or indirectly from acts by the Seller in connection with the goods or work supply according to the present order.
- 15. DELAY** - With regard to the delivery and performance of the present order, compliance with the delivery deadlines constitutes an essential contractual foundation. Should the Seller have at any time reason to assume that the deliveries are not being made in compliance with the deadlines the Purchaser must be informed of this immediately in writing, specifying the reason for the delay and the anticipated delivery deadline. Where the failure to meet a deadline or a delay is likely to entail that the Purchaser is unable to keep his delivery deadline or where the delivery of the goods is not carried out in the agreed quantities or by the agreed deadlines or the work is not completed by the fixed deadlines the Purchaser will reserve the right to take one of the following measures in addition to the rights and legal remedies otherwise available to him without incurring liability:
- (a) Termination of the present order with regard to the goods not yet delivered or the work not yet completed as well as the acquisition of replacement goods from third parties or substitute work rendered by third parties; the Seller will be charged all associated losses and additional expenses,
 - (b) Acceptance of the goods or work; the Seller will be liable for any extra transport costs, incidents of delay, claims and expenditure incurred due to the fact that the Purchaser is unable to comply with his own delivery deadlines and for measures taken by the Purchaser for expediting delivery.
- The Seller will be liable for all direct or indirect costs or expenditure as well as for all indirect, direct and consequential damage incurred to the Purchaser or his customers due to the delay.
- 16. MONITORING OF DEADLINES (EXPEDITING)** - The Seller and his suppliers must take measures to monitor the deadlines so that the agreed deadlines can be complied with without this incurring additional costs to the Purchaser; this includes i.a. the use of faster means of transport. Measures for monitoring deadlines need to be taken by the Purchaser as well as by his customers where the Purchaser regards this as expedient and the Seller is conceding free, safe and unrestricted access to the Seller's premises and the Seller's suppliers' premises for this purpose.

- 17. INSOLVENCY** - The Purchaser has the right to cancel the order and terminate the contract immediately upon the onset of one or several of the following events (or in the case of similar proceedings in accordance with the respective applicable law: (1) the Seller is insolvent or carries out an act of bankruptcy, (2) an order or court ruling is passed for the liquidation of the Seller, (3) the Seller carries out an assignment to creditors, (4) an insolvency receiver, insolvency administrator, bankruptcy receiver or trust manager or trustee is appointed for the entire or a part of the Seller's assets .
- 18. TERMINATION BY THE PURCHASER** - The Purchaser may terminate the present order or a part thereof at any time at his own desire or discretion, in which case the Seller will have a claim to compensation of all goods satisfactorily completed up until the time of termination. The Seller must assert the claim within 30 days. The Seller agrees that he will comply with the Purchaser's orders with regard to these goods or materials. The Seller's claims are restricted to the aforementioned claims. Payments effected in accordance with this term constitute the sole liability of the Purchaser should the present order be terminated in accordance with Item 18. Subject to the proviso of any other provisions in the present order the regulations in Item 18 will not apply to any order cancellations by the Purchaser on the basis of a delay by the Seller or other reasons permitted by law or in accordance with the present order.
- 19. FAVORS** - The Seller guarantees that neither he nor his employees or representatives offered or provided favors to employees or representatives of the Purchaser. Where it turns out that the Seller or his employees or representatives made or offered employees or representatives of the Purchaser favors which in the Purchaser's opinion induce the Seller to receive orders from the Purchaser or favor the issue of orders the Purchaser may cancel the order by informing the Seller of this in writing without the Purchaser being liable to the Seller for this.
- 20. FORCE MAJEURE** - The Purchaser will not be liable for damage, loss or costs directly or indirectly incurred to the Seller due to the fact that the Purchaser fails to comply with his duties as set out in the present contract where this is due to circumstances which can reasonably be deemed to be beyond the Purchaser's control.
- 21. WAIVER OF RIGHTS, ASSIGNMENT** - Where the Purchaser fails to insist on compliance with the terms and conditions of the above order or to exercise a right in accordance with the present order this is not to be regarded as a waiver of the future assertion of compliance with these terms and conditions or of the future exercise of these rights; the Seller's duty with regard to future compliance will however continue to apply to the full extent. With regard to the duties by the Seller set out in the present order, no assignment or subcontracting may take place without the prior written consent of the Purchaser.
- 22. CHOICE OF LAW AND PLACE OF PERFORMANCE** - The contractual relations between the parties will be subject to German law. The United Nations Sales Convention (Vienna Convention) will not apply. The place of jurisdiction for all disputes is Limburg a.d. Lahn.
- 23. THIRD PARTY RIGHTS** - Persons who are not party to the present agreement will not have any rights according to the present agreement and all other laws and legal regulations are hereby excluded, where permitted by the applicable laws.
- 24. DATA PROTECTION** - The Seller is hereby being informed that *UAS* stores and processes data to the extent necessary for order processing and on the basis of data protection regulations.
- 25. INVALIDITY** - Should a term be or become invalid this will not affect the validity of the remaining terms. The invalid term is to be replaced by a term which comes legally as close as possible to the nature and purpose of the original term.
- 26. LANGUAGE OF THE CONTRACT** - The present General Purchase Terms are being presented to the Purchaser in German and English, with the German version taking prevalence in the case of contradictions or doubts.