

General terms and conditions of delivery of apt® Products s.r.o.

I. General information

The present terms and conditions apply to all deliveries and other services, including all sub-agreements and framework agreements. The customer shall express his agreement with the present terms and conditions at the latest when receiving the delivery. The terms and conditions of the customer do not apply in any case, even though they have not been formally contradicted. All agreements including all sub-agreements must be in writing.

II. Signing of the agreement and Orders

1 Offers made by apt Products are initially non-binding.

2 Orders and call-off orders must be made in writing, dispatch via fax or E-mail. Contracts and agreements regarding an offer are binding only by the written confirmation by apt Products. This applies particularly to agreements on prices and price changes.

III. Condition of the goods

The parties shall conclude a contractual agreement to determine the procurement and quantity of the parts to be produced and delivered; details will be given through drawings and other suitable specifications. Documents containing information on the technical execution of an order, particularly about the condition, quality, tolerances and technical standards of the parts to be produced, are binding for apt Products only if they are available to apt Products in writing when confirming the order and have been created or approved by apt Products in the order confirmation. Warranties must be explicitly declared as such to be effective.

IV. Delivery and place of performance

1 Unless otherwise agreed upon, the customer must collect the goods from apt Products. The place of performance for all deliveries, including return deliveries and payments, is the head office of apt Products in Cheb.

2 The risk of an accidental destruction of the purchased item shall be transferred to the customer with the handover to the transport party (even to own transport parties) or at the

time from when the customer delays the acceptance of the goods.

3 Delivery periods begin mainly from the date of the order confirmation. However, delivery periods certainly do not begin before the customer has fulfilled all the required cooperation duties, particularly the supply of parts to be delivered, drawings, documents and information.

4 If apt Products is obligated to reimburse the customer for damages caused by delay, it shall not compensate for lost profits and damages due to breakdowns. In case of minor negligence, the compensation is limited to additional freight charges and retrofitting costs. After failure to comply in the grace period or in case of loss of interest in the delivery, the compensation is limited to the additional expenses for covering purchases at the market price, but not more than 10% above the price agreed with apt Products.

1 In order to verify the eligibility of a possible compensation claim, the customer must immediately submit a detailed and substantiated statement of damages. apt Products shall not absorb liquidated claims, cancellation and handling charges or similar costs.

2 Force majeure, labour disputes, unrests, official measures and other unforeseeable, unavoidable and serious events shall exempt the contracting parties from the performance obligations for the duration of the interference and within the scope of their effect. This also applies if the events occur at a time when the contracting party in question is in default. The contracting parties are obligated to provide the necessary information as soon as reasonably possible and to adapt their obligations to the changed circumstances in good faith.

V. Payments

1 Unless otherwise agreed upon, net payments, i.e. without deductions or cash discounts, must be made within 14 days to the account of apt Products.

2 In principle, a set-off is possible only with undisputed or legally established claims. The customer can assert liens only within the same scope.

3 The customer is prohibited from assigning any claims against apt Products to third parties without the prior consent of apt Products.

4 In case of part deliveries and instalments, apt Products is entitled to withhold further part deliveries if the customer has delayed the payment of an instalment.

5 If part payment or instalment is authorised and if the customer has delayed at least two payments, apt Products is entitled to immediately declare the entire amount as well as any existing claims from other delivery relationships as due and payable.

VI. Defects

1 apt Products must be informed immediately about any existing defects in the delivered objects. apt Products shall not waive the right to objection of late notices of defect.

2 In case of a deficit delivery/short delivery, apt Products is entitled to the right of amendment or replacement. There shall be no substitute performance by the customer itself or by third parties on its behalf as long as apt Products fulfils its obligation to amendment or replacement, provided that this has not failed or apt Products has not explicitly agreed to it.

VII. Spare parts and Tools

After the execution of an order, apt Products shall not be obligated to store spare parts or to hold tools in stock unless otherwise agreed upon in the agreement. apt Products shall not be liable for the deterioration or damage of spare parts or tools during storage.

VIII. Sub-contractors

apt Products reserves the right to employ sub-contractors for fulfilment in cases where this is essential for completing production properly. The liability for the damages caused by the sub-contractor will be thereby excluded.

IX. Retention of title

We retain ownership of the goods delivered to our customer till the complete payment of the relevant purchase price. All forms of title retentions contained in deviating General terms and conditions (GTC) for business partners of apt Products are explicitly contradicted. With respect to the potential further processing by a customer, apt Products shall act as the manufacturer according to related § of Czech legal

X. Exclusion and limitation of liability

1 In case of property damages or property losses, apt Products shall be liable only for malice and gross negligence and also for normal negligence in case a principal or cardinal obligation is violated. There will be no liability for simple negligence.

2 Except in case of liability for intentional behaviour, this exclusion and limitation of liability is limited to foreseeable, typically occurring damage.

3 As long as the exclusion of liability does not apply, the liability of apt Products and the involved persons is limited to the amount of compensation paid by the indemnity insurance. apt Products will absorb any existing excess. If the insurance does not materialise, the liability is limited to the amount covered by the indemnity insurance, as far as this amount adequately compensates for the typical damage.

4 The limitation of liability also applies to the personal liability of the staff, employer, employees and sub-contractors of apt Products.

5 The limitation of liability refers not only to contractual but also to statutory claims, particularly to a liability for consequential and propagated damages and to the particular liability from contract negotiations (cic).

6 The culpable injury to life, body or health and the liability according to the Product Liability Act remain unaffected by the regulations of this paragraph.

7 In all other cases, the liability to compensation claim is excluded.

XI. Non-disclosure

The customer is obligated to treat all the commercial and technical information obtained in connection with the assignment as a business secret. It is obligated to maintain confidentiality of the documents and information even after the execution of the respective agreement. Duplication is allowed only within the framework of operational requirements and copyright provisions. Disclosure to third parties may be carried out only with our written consent.

XII. Intellectual property rights

1. apt Products shall be liable for infringement of intellectual property

rights only if these infringements of intellectual property rights are caused by apt Products and if the contractual use of our products has infringed intellectual property rights, which are valid in the Federal Republic of Germany/Czech Republic and are published at the time of delivery.

1 Orders that are carried out by apt Products according to the customers' drawings, sketches, models, patterns or other documents or information, shall be completed at the customer's risk. If a third party asserts in such a case that apt Products has infringed an intellectual property right, then apt Products is entitled to deny the fulfilment of the agreement until further clarification, subject to other rights. Should apt Products interfere in third party intellectual property rights due to the implementation of such orders, the customer shall release apt Products from claims of right holders. The customer shall bear the further damages.

2 The customer commits to immediately inform apt Products if it comes to know of any infringement risks and alleged infringements.

3 apt Products reserves all property rights and copyrights on its own drawings, sketches, models, patterns or other documents or information. Their transfer to third parties requires the prior consent of apt Products.

XIII. Final clauses

1 For the legal relationships in connection with this agreement, Czech Law shall apply to the exclusion of the conflict rules and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2 The exclusive place of jurisdiction is Karlovy Vary. The supplier is also entitled to file a suit at every place of jurisdiction by law.

3 If individual provisions of these General Terms and Conditions are invalid, they shall not affect the remaining terms and conditions. In their place, a regulation that corresponds to the concurrent wills of the contracting parties and by means of which the intended economical purpose is achieved is said to be agreed upon. The same holds true for any existing gaps in the agreement.

The retention of title regulated under Point IX in our General Terms and Conditions is supplemented with the following text.

All the delivered goods remain our property as reserved goods till the fulfilment of all claims that we are entitled to within the framework of the business relationship. Our basic, extended and prolonged title retentions with current account and full settlement clause shall apply to all present and prospective shipments in a comprehensive form. Visit our website www.apt-alu-products.com for our General Terms and Conditions with the note to the extended retentions of title.