

ROHR Spezialfahrzeuge GmbH

GENERAL TERMS AND CONDITIONS (GTC)

I. Applicability of our General Terms and Conditions

Our supplies, services and offers are all exclusively governed by these terms and conditions. They therefore also apply to all future business relationships, even if they are not expressly agreed again. These terms and conditions are deemed as accepted at the latest upon receipt of the goods or service. We do not recognize any conflicting terms of the contractual partner (hereinafter the "Customer"); nor do we recognize terms of the Customer which deviate from our GTC, unless we were to expressly agree to their applicability. Our GTC also apply if we unconditionally provide the supply or service to the Customer in awareness of conflicting or deviating terms of the Customer. All agreements made between us and the Customer for purposes of fulfilling this contract are reflected in this contract in written form. We will provide the specified supply or service on the terms set forth below.

II. Offer, Offer Documentation, Formation of Contract

1. Our offers are subject to change and non-binding unless they are expressly marked as binding or contain a defined acceptance period.

The Customer is bound by its offer (order) for a period of three weeks as from the date we receive the order. We may accept this offer (order) within said period by delivering an order confirmation or by providing the ordered supply or service to the Customer within this period.

We principally do not assume any guarantees unless they are expressly agreed in writing.

2. Our written order confirmation is decisive for the scope of the supply or service; in case we make an offer, the latter is decisive if it is accepted and there is no order confirmation.

3. Documentation on the offer, such as illustrations, drawings, weights and measures, are only approximate unless they are expressly marked as binding. We reserve ownership rights and copyrights in cost estimates, drawings, plans and other documents (e.g. also in tender processes).

4. If and to the extent (i) it does not affect the intended use or functionality; (ii) the value is preserved or increased; and (iii) the changes are reasonable for the Customer; we may change the subject of our supply or service as compared to the sample, the offer or the contractual description in order to improve our supply or service within the meaning of production or technical progress or because this is due to customary deviations in weight, amounts, measures, material composition, material construction, structure, surface and color or by the nature of the used materials. This also applies to the extent statutory requirements must be considered.

5. We have not made any other agreements or verbal promises, in particular with respect to contractually required usages, assumption of procurement risks, guarantees or other promises.

6. The persons acting on our behalf are not authorized to make verbal changes to the pre-formulated contractual text, verbal supplemental arrangements or give verbal promises which exceed the contents of the written contract.

7. We reserve ownership rights and copyrights in illustrations, drawings, calculations and other documents. This also applies to written documents which are marked as confidential. Any disclosure without our express written consent is prohibited. All documents shall be returned to us immediately upon request if the order is not placed with us.

8. If the Customer provided specifications for the manufacture or processing/treatment of the goods, it shall indemnify us from and against any loss, damage, costs or other expenses which we have to pay or are willing to pay because the contractual processing/treatment of the goods resulted in the infringement of a patent, copyright, trademark or other industrial property right of a third party because of the Customer's specifications.

9. The Customer authorizes us to enter into sub-contracts and to carry out test and transfer drives.

III. Prices, Payment Terms, Rescission

1. The prices are net prices quoted in EUR excluding VAT. VAT in statutory amount as per the invoice date will be separately stated. Our prices are quoted ex works. Duties, charges, packaging, shipping fees and insurance fees are separately payable. Agreed ancillary services are invoiced additionally.

2. If one or more of the following factors, such as energy costs, wages and social security contributions, costs for raw or primary materials and/or the cost for sourcing the delivery item (if it is sourced from our sub-contractors/suppliers), and/or transport costs and/or costs resulting from currency exchange rate fluctuations, currency regulations, changes of duties, taxes and/or costs arising from changes of wage or collective bargaining agreements, were to increase within the period from formation of the contract and delivery day, we may adjust

the prices by the amount by which the acquisition or manufacturing costs of the delivery item or the costs of providing the service have increased. However, within the scope of the adjustment, such costs which have reduced in said period will be taken into account to reduce the required adjustment. In case of a price increase, we will provide information on the nature and amount of the cost increases and reductions. If the price increase exceeds 10% of the originally agreed price, the Customer may rescind the contract.

3. The agreed price is due and payable in cash immediately upon delivery or acceptance of the ordered item and hand-over of the invoice. Any other arrangement must be agreed in written form.

4. In case of default, we may charge default interest in statutory amount. The assertion of further damages in case of default remains reserved.

In case of default, all our other receivables against the Customer based on other deliveries or services fall due immediately despite other agreements on the due date or deferment, if any.

5. Discounts, rebates or other reductions which may have been agreed only apply if all contracts between the Customer and us which are pending or not fully performed at the time this contract is made are properly fulfilled.

6. Our agents and other employees are not authorized to accept payments or make other dispositions without written authority to collect.

7. If the Customer does not fully meet its payment obligation – including the obligation to make instalment payments – upon the due date, we may rescind the contract after expiration of a reasonable grace period set for the Customer.

If we rescind the contract we may have the goods supplied by us collected at the cost of the Customer.

8. The Customer hereby agrees that the persons we engage to collect the goods may enter the premises where the goods are located for this purpose, either on foot or in a vehicle. As an alternative to exercising our rescission rights, we may request adequate security from the Customer. If we are not provided with such security we may suspend the further supply of the Customer.

9. The exercise of the rights in sections III.4, 5, 6, 7 and 8 above does not entail any waiver of other rights and claims to which we are entitled, including to damage compensation.

10. The Customer may not withhold payments or set off against counter-claims of the Customer unless the counter-claims are undisputed or finally judicially determined.

11. If a justified complaint about defects is raised, the Customer may only withhold payment in a scope which is reasonable in proportion to the occurred defects. If a complaint about defects is wrongfully raised, we may demand compensation of the outlay incurred by us from the Customer.

12. If our payment claim is threatened due to insufficient solvency of the Customer and if this threat only becomes recognizable to us after formation of the contract, we are authorized to request pre-payment of the purchase price prior to supply of the goods or provision of the service, regardless of the payment modalities agreed in the contract. If the Customer does not comply with this demand or fails to provide third party security, we may rescind the contract after expiration of 14 days as from raising such demand; damage compensation claims remain reserved.

IV. Delivery, Late Delivery

1. Principally, our delivery or completion dates are only approximate and non-binding. They are only binding if they were referred to as such in writing. The observance of a binding delivery or completion date requires the complete clarification of all details of execution, in particular of all technical questions. Moreover, the observance of a binding delivery or completion date requires the timely and full performance of all due contractual and cooperation duties of the Customer. An agreed delivery or completion date is extended by the period by which the Customer is in default with fulfilling its obligations under this contract or another contract under the ongoing business relationship. This does not affect our rights arising from the Customer's default. Non-binding delivery or completion dates are extended accordingly in case of sentences 2, 3, 4 and 5 above. If the scope of the order changes or is expanded compared to the original order, we shall provide a new completion date to the Customer immediately, stating the reasons therefor.

2. A binding delivery or completion date is deemed as met if the delivery item was dispatched, or if the readiness to dispatch was notified, at the latest on the 15th calendar day after the delivery date, respectively.

3. Apart from that, the occurrence of a delivery delay is subject to statutory law. A reminder by the Customer is, however, necessary in any case. In case of a delivery delay, the Customer may only rescind the contract (i) after fruitless expiration of a reasonable grace period of at least 14 calendar days, to be set by the Customer in writing, unless the setting of a grace period is not necessary according to statutory law; and (ii) insofar as the goods have not been notified as ready to be dispatched by such time. This applies mutatis mutandis in case of delay of a partial delivery or a partial impossibility. Claims due to delivery delays are subject to section VII.

4. We may make partial deliveries in reasonable scope to the extent the Customer's interests are preserved, in particular if the delivery scope is not changed and if partial deliveries in time intervals are reasonable for the

Customer in consideration of the nature of the delivery item in its typical use. Such justified partial deliveries can be invoiced separately. In case of partial deliveries, additional shipping expenses will be borne by us.

5. We are not liable for the impossibility of the supply/service or for delivery or service delays to the extent that they were caused by force majeure or other events unforeseeable at the time the contract was made and which are not attributable to us. This includes e.g. disruptions of operations of any nature, difficulties in procuring materials or energy, transport delays, strikes, lawful lock-outs, lack of workers, energy or raw materials, difficulty in obtaining necessary governmental approvals, governmental measures or the failure of suppliers to deliver to us (i) at all, (ii) correctly or (iii) on time). If such events materially complicate or render impossible the supply or service and if the obstruction is not only temporary, we may rescind the contract. In case of obstructions of temporary nature, the delivery or performance periods are extended by the duration of the obstruction plus a reasonable start-up period. If acceptance of the delivery/service is not reasonable to the Customer because of the delay of the delivery/service, it can rescind the contract by prompt written notification to us.

V. Completion, Hand-over, Technical Acceptance

1. We fulfill our supply or performance obligation by notifying the Customer about the readiness or completion of the goods at our headquarters.

2. The hand-over to and the technical acceptance of the goods by the Customer takes place on our premises unless agreed otherwise.

3. In case the goods are transferred upon request of the Customer, the risk (transport and price risk) is transferred to the Customer upon hand-over of the delivery item to the Customer, carrier, shipping company or other person designated to carry out the shipment, regardless of whether the means of transport are owned by the Customer or not. This also applies in case of carriage paid delivery. In this case, we will insure the goods in transit by means of transport insurance; the associated costs are borne by the Customer.

If the transfer is delayed as a consequence of circumstances attributable to the Customer, the risk is transferred to the Customer as from the day we are ready to ship; however, we shall obtain the insurance cover requested by the Customer upon request and at the expense of the Customer.

4. The Customer shall collect the vehicle or the delivery item within 1 week after receipt of the notification of completion. Notwithstanding its rights pursuant to section VI. below, the Customer shall accept or collect the goods even if they deviate from the agreed quality only immaterially or if their functionality is only immaterially impaired.

5. If the Customer fails to collect the vehicle or the delivery item at the agreed time, the delivery can be postponed at the request of the Customer. If the Customer fails to collect the vehicle or the delivery item after notification of readiness including a reminder, we will charge the Customer for the costs incurred by storage and finance, beginning with the expiration of the agreed date, the notification of readiness to ship or receipt of the reminder; however, at least 1% of the invoice amount of the affected supplies and services for each full month of delayed acceptance will be charged, up to a maximum of 5% of the invoice amount of the affected supplies and services, unless the Customer proves lower costs. The assertion of higher damages remains expressly reserved. We may, however, otherwise dispose of the delivery item after setting and fruitless expiration of a reasonable grace period and provide another delivery item to the Customer with a reasonably extended delivery period. The aforesaid terms apply mutatis mutandis in case of additional or amendment orders which lead to a delivery delay of the delivery item.

6. In case we rescind the contract because of delayed collection/acceptance or payment or other reasons attributable to the Customer, we may at our option demand damage compensation for non-performance; our other rights remain unaffected. In this case, we may assert 15% of the net value of the supply/service as liquidated damages; the possibility to assert higher actual damages remains unaffected. The Customer may prove that we did not incur any damages at all or that the damages incurred by us are significantly lower than the aforesaid liquidated damages.

7. To the extent we source goods or services which we use to fulfill our contractual duties vis-à-vis our Customer, we will carry out incoming goods inspections or other checks solely in our own interest and in accordance with our own requirements.

VI. Liability for Material and Title Defects; Limitation Period

1. The Customer shall thoroughly inspect the vehicle or delivery item immediately upon collection or receipt as long as it is in the delivery state, and notify us in writing about any defects immediately, at the latest within seven work days after receipt or collection of the delivery item. If this deadline is not met, the assertion of warranty rights and claims for defects is excluded and the delivery or service is deemed as approved; this does not apply to hidden defects. The notification period referred to in sentence 1 above applies to hidden defects as from the point in time when the defect was discovered. Hidden defects are defects which are not obvious and which were not recognizable during an immediate, diligent inspection upon collection or receipt. Receipt of said notification by us is decisive for the timeliness of the aforesaid notification period.

2. In case of material defects, the Customer shall initially grant us the opportunity to provide supplementary performance within a reasonable period. Subject to Section 478 of the German Civil Code (BGB), we may do so by either removing the defect or delivering a non-defective item. In the latter case, the Customer shall return the defective item to us in accordance with statutory law if we so request. If supplementary performance fails or if we finally and seriously refuse supplementary performance or if we can refuse supplementary performance pursuant to Section 439 para. 3 BGB or if supplementary performance is not reasonable for the Customer or if there is a case of Section 323 para. 2 BGB, the Customer may rescind the contract or reduce the purchase price; damage compensation claims pursuant to section VII., if any, remain unaffected.

3. Claims of the Customer because of outlay required for purposes of supplementary performance, in particular costs of transport, travel, work and material, are excluded to the extent the outlay is increased because the delivery item has subsequently been transported to a location other than the Customer's establishment, unless this transport is in line with the contractually intended use thereof.

4. If the discrepancy from the agreed quality is only immaterial, or if the usability is only immaterially impaired, the rights of the Customer to demand replacement delivery or to rescind the contract are excluded; Section 478 BGB remains unaffected.

5. Subject to the following paragraph, claims of the Customer due to material defects become time-barred after 12 months, provided that the items are newly manufactured, or works produced under a works agreement. This does not apply to the extent statutory law provides for longer limitation periods pursuant to Section 438 para. 1 no. 2 (buildings and items for buildings), Section 479 para. 1 (recourse rights) and Section 634 para. 1 no. 2 (construction defects) BGB. If used items are delivered, all claims for material defects are excluded, subject to statutory law and other agreements. The reduced limitation period and the exclusion of liability do not apply in case of willful or negligent injury of life, body or health, in case of willful or grossly negligent breaches of duty by us, in case defects are maliciously concealed, in case of an applicable quality guarantee or in case of claims pursuant to the German Product Liability Act. The statutory laws on commencement, expiration, suspension and restart of the limitation periods remain unaffected unless agreed otherwise. The warranty period is suspended during supplementary performance. Apart from that, the performance of warranty works does not result in an extension of the warranty unless there are special circumstances which lead to a restart of the limitation period. Generally, a precautionary exchange of parts is only undertaken to remove notified defects and does not constitute recognition of the warranty claim in another way within the meaning of Section 212 para. 1 no. 1 BGB.

6. Recourse claims of the Customer against us pursuant to Section 478 BGB (Supplier Recourse) only exist insofar as the Customer did not enter into any agreements above and beyond the statutory warranty rights with its customer. Apart from that, section VI.7 below applies mutatis mutandis to the scope of the Customer's recourse claim against us pursuant to Section 478 para. 2 BGB.

7. We principally do not assume any warranty for damages which were caused by inappropriate or improper use, incorrect assembly or start-up by the Customer or third parties, failure to carry out maintenance works if they were recommended by the manufacturer, normal wear and tear and natural wear or by unsuitable operating materials or unsuitable replacement materials.

8. If the item becomes inoperative because of a material defect, the Customer is obligate to keep the damages as low as possible. Within this scope, it shall inform us immediately. It shall give us the opportunity to designate a recognized firm nearby, which is ready and willing to remove the inoperability. Parts replaced by such firm become our property. We will reimburse the necessary and required costs for removal of the inoperability. The Customer may only remove the defect itself or engage third parties to do so, and demand reimbursement of the necessary costs from us, if (i) there is an urgent case of danger or operational security or in order to avert disproportionately high damages, in which case we must be informed immediately; or (ii) we are in default regarding removal of the defect.

9. Complaints about partial deliveries do not entitle the Customer to refuse the remaining deliveries unless the Customer has no interest in the latter because of the defects of the partial deliveries.

10. We do not assume any liability for claims for defects that the delivery item complies with standards outside of the territory of the Federal Republic of Germany which exceed the standards applicable in Germany.

11. The preceding sections apply mutatis mutandis if there are any title defects.

VII. Liability and Limitation of Liability

The following exclusions and limitations of liability apply to any liability by us for damage compensation or reimbursement of expenses to the Customer because of delays in delivery, impossibility of the supply/service or other legal reasons, in particular the breach of duties under the contractual relationship and tort:

1. We are liable if there is willful intent or gross negligence on our part. In case of simple negligence, we are only liable in case of breach of a duty the fulfillment of which is essential for the proper performance of the contract and on the fulfillment of which the contractual partner may generally rely (so-called "core duty" or "material contractual duty"); this includes in particular the obligation to provide timely supply/service, absence of defects which impair the functionality or fitness for use of the contractual item not only immaterially, as well as advisory and protective duties and duties of care which are intended to (i) enable the Customer to use the supply/delivery

in the manner contemplated in the contract, or (ii) protect life or limb of staff and customers of the Customer, or (iii) protect its property from material damage. Apart from that, any liability for damage compensation for damages of any kind whatsoever, on any legal grounds whatsoever (e.g. because of delivery delays, impossibility of supply, breach of duties under the contractual relationship, tort etc.), including fault in conclusion of the contract, is excluded.

2. If we are liable for simple negligence pursuant to section 1 above, our liability is limited to the damages the occurrence of which typically had to be expected based on the circumstances known upon formation of the contract. The typical, foreseeable, direct damages are damages which we have foreseen upon formation of the contract as potential direct consequence of the realized breach of contract or which we would have had to foresee in consideration of circumstances of which we were aware or should have been aware. Indirect and consequential damages which are consequences of defects of the supply/service can further only be compensated to the extent such damages are to be typically expected if the supply/service is used in accordance with the intended use.

3. The preceding exclusions and limitations of liability do not apply if we have assumed a guarantee for the quality of the goods or service; nor do they apply to damages which have to be compensated pursuant to the German Product Liability Act or for injury to life, body or health or other statutory claims.

4. The preceding exclusions and limitations of liability also apply to the benefit of our employees, vicarious agents and other third parties whom we use to fulfill the contract.

5. The burden of proof is not changed by the preceding sections VII.1 to 4.

VIII. Retention of Title, Disposal, Obligations towards Third Parties

We reserve ownership in the goods or in installed or affixed parts, aggregates and accessories until receipt of all payments under the business relationship with the Customer (hereinafter "Reserved Goods"). In case of a current account relationship, the retention of title extends to all outstanding balances under the current account. The inclusion of individual receivables in a current invoice and the drawing of a balance and its recognition do not affect the retention of title. To the extent payment by cheque or bill of exchange is agreed, the retention of title also extends to the Customer's cashing of the bill of exchange accepted by us, and does not expire upon crediting of the received cheque by us. If we rescind the contract due to failure of the Customer to comply with the contract, in particular due to payment default (disposal case) we may demand surrender of the goods. Upon repossession of the goods, we may dispose thereof. The proceeds of the disposal shall be credited against the liabilities of the Customer after deduction of reasonable disposal costs. While we have ownership of the goods or installed or affixed parts, aggregates and accessories, the following applies:

1. The Customer is obligated to handle the goods carefully, in particular insure them sufficiently at current market value against fire, water and other damage. To the extent care or maintenance works are necessary, the Customer shall carry them out in due time at its own expense.

2. The Customer shall inform us in writing immediately about any change of possession of the goods and about any change of residence of the Customer; this also applies to any damage to or destruction of the goods. In case of seizures or other interference by third parties, the Customer shall inform us in writing immediately so that we may file suit pursuant to Section 771 of the German Code of Civil Procedure (ZPO). To the extent the third party is not able to reimburse the associated court fees and other fees to us, the Customer is liable for the loss incurred by us.

3. The Customer may only sell the Reserved Goods within the ordinary course of business on customary terms and for as long as it is not in default, provided that the receivables from the resale are transferred to us in accordance with the following letters a), b) and c). The Customer is not authorized to make other disposals of the Reserved Goods.

a) The receivables arising from the resale of or another legal reason (e.g. insurance, tort) related to the Reserved Goods (including all balance claims under current account) are hereby fully assigned to us by the Customer. They serve to secure our claim in the same scope as the Reserved Goods. If the Reserved Goods are sold by the Customer with other goods not sold by us, the receivable resulting from the resale is assigned to us in proportion to the value of our goods (final invoice amount including VAT) in proportion to the value of the other sold goods (final invoice amount including VAT). If goods are sold in which we have co-ownership shares pursuant to section 4. below, a share corresponding to our co-ownership share is assigned to us. If the Customer uses the Reserved Goods to fulfill a works agreement, the claim under the works agreement is assigned to us in advance in the same scope. We accept the aforesaid assignments.

b) The Customer may collect receivables from the resale. This authority to collect expires if it is revoked by us. We will only exercise our revocation right if we become aware of circumstances which result in a material deterioration of the Customer's financial position, endangering our payment claim; in particular payment default, failure of a bill of exchange or a cheque or application to open insolvency proceedings. Upon our request, the Customer shall immediately inform its customers about the assignment to us and provide us with the documentation necessary for collection.

c) If the contractual terms of a third-party debtor with the Customer contain a valid limitation of the right to assign receivables, or if the third party makes the assignment conditional on its approval, we must be informed hereof in writing immediately. In this case, we are hereby irrevocably authorized pursuant to lit. b) above to collect the receivable to which we are entitled, on behalf and for account of the Customer. The Customer hereby also irrevocably instructs the third-party debtor to make payment to us.

4. Reserved Goods are processed and treated on our behalf as manufacturers within the meaning of Section 950 BGB, without obligating us. The processed and treated goods are deemed as Reserved Goods. If Reserved Goods are processed, combined and mixed by the Customer with other goods which are not our property, prorated co-ownership of the new item vests in us in proportion of the value of our goods (final invoice amount including VAT) in proportion to the value of the other used goods (final invoice amount including VAT). If our ownership rights are eliminated by processing, combining or mixing, the Customer hereby transfers the ownership rights in the new stock and the item to which it is entitled to us, in the scope of the invoice amount of the Reserved Goods (final invoice amount including VAT). The Customer shall store the (joint) property for us free of charge. Our co-ownership rights are deemed as Reserved Goods.

5. We undertake to release the securities due to us upon request of the Customer insofar as the sustainably realizable value of our securities exceeds the receivables to be secured by more than 20%; the selection of the securities to be released is in our discretion.

IX. Extended Lien

1. For our payment claim we are entitled to a contractual lien to the objects which came into our possession because of the order.

2. The contractual lien may also be asserted because of claims from works carried out in the past, deliveries of spare parts and other services to the extent they relate to the subject of the order. The contractual lien only applies to other claims under the business relationship to the extent they are undisputed or if there is a final court order and the subject of the order is the property of the Customer.

X. Place of Performance, Venue and Applicable Law

1. The laws of the Federal Republic of Germany apply. The application of UN Sales Law (CISG) and the UNCITRAL Convention on International Bills of Exchange and International Promissory Notes is excluded. The negotiating language is German.

2. The venue for all current and future claims under the business relationship, including claims for bills or cheques receivable, is the seat of our business, if the Customer is a merchant, legal person under public law or separate fund under public law. This venue also applies if the Customer does not have a place of general jurisdiction in Germany, moves its residence or customary abode outside of Germany after formation of the contract, or if its customary abode is not known at the time the lawsuit is filed.

3. Place of performance for the obligations of the Customer and for our obligations is the seat of our business.

XI. Prohibition of Assignment, Written Form

1. The Customer may not assign its claims against us.

2. Agreements, contractually presupposed uses, the assumption of procurement risks, guarantees or other promises prior to or upon formation of the contract are only valid if they are made in writing. In order to comply with the written form requirement, transmission via telecommunications, in particular fax or email, is sufficient, provided that a copy of the declaration is transmitted. This also applies to the extent these General Terms and Conditions require written form or consider written form decisive.