

1. Terms

1.1 Definitions

The following definitions apply within the scope of this agreement:

- "Acceptance": the procedure of verification of the contractual conformity of the mould and the declaration made by Purchaser that the mould has been accepted in compliance with the Agreement;
- "Conditions": the legal terms set forth in this document, which are an integral part of the Agreement between Purchaser and Supplier;
- "Purchaser": ENGEL AUSTRIA GmbH;
- "Manufacture": on the one hand the process of producing and subsequently delivering the mould, but on the other hand also the production of products with the mould;
- "Customer": the recipient of the mould, who (normally) receives this together with Purchaser's injection moulding machine;
- "Supplier": the mould manufacturing company that is obliged by the Contract with the planning, development, design, manufacture and delivery of an injection moulding mould;
- "Sample": is a permanent structure, which is used as a basis for a repetitive component and which serves as a template;
- "Parties": Purchaser and Supplier;
- "Product": any product that is manufactured (in series) by the mould or with the mould;
- "Purchase Agreement" or "Agreement": the purchasing terms agreed between Purchaser and Supplier under civil law as set forth in the Purchase Order, in any documents referred to therein (Annexes) and in these terms and conditions;
- "Mould" or "Injection mould": the object of purchase defined in Section 3 to be planned, developed, designed and manufactured by Supplier;
- "Cycle time": the technical production value for each unit of time.

1.2 Plurals

The terms used here in the singular shall also apply when used in the plural.

2. Object of the Purchase Agreement

2.1 By issuing a Purchase Order Purchaser will assign Supplier (i) with the planning, development, design, manufacture and delivery of an injection mould, (ii) with the handover of the documents concerning the mould and (iii) with the provision of other ancillary services (additional supplies).

2.2 These terms and conditions form an integral part of each and every Purchase Order issued by Purchaser. A description of the characteristics of the mould will be specified in the annexes to the Purchase Order. This will (without limitation) include the product specifications supplied by the Customer (in the form of product drawings approved by the Customer if necessary), the Purchaser's specifications, details of the cycle times and regular operating times. For the purposes of interpretation, the priority of the documents forming the Agreement shall be in accordance with the following sequence:

- 1.) The Purchase Order
- 2.) Annexes to the Purchase Order
- 3.) These General Terms for Mould-Purchase
- 4.) ENGEL-Purchasing Terms

2.3 General terms and conditions or forms of Supplier shall by no means be accepted or become part of the Purchase Agreement, independent of whether we knew them or not, whether we have contradicted their validity or not and irrespective of whether they are in opposition to the purchasing terms or not. Even the unopposed acceptance of the delivery or performance activities by us shall not be construed to indicate a submission to Supplier's terms and conditions. In case of continuous business transactions, the general terms and conditions set forth herein shall be applicable even without special reference to the said.

3. Scope of Supply

3.1 Specification

3.1.1 Scope of the Purchase Agreement will be an injection mould for plastic parts (the mould) as specified in the Purchase Order and the Annexes thereto. Supplier shall mark the mould with a reference to the Purchase Order (ID code, rating plate, etc.). However, this marking must not in any way convey the impression that the Purchaser is the manufacturer of the mould.

3.1.2 The Scope of the Purchase Agreement shall also include (unless otherwise stated in the Purchase Order or its Annexes) the preparation, compilation and handover of (i) the documentation according to the Purchaser's specifications (ii) the documents, which shall comply with the requirements of the laws, rules and regulations set out in Section 3.2.2 (as amended from time to time), (iii) the operating, assembly and maintenance instructions and (iv) a parts list for all parts with particular identification of spare parts and wear parts. If the scope of supply includes also the product development, Supplier shall also provide Purchaser with the relevant product-drawings in terms of 3D-data and shall grant Purchaser a royalty free, exclusive, worldwide license to use or otherwise exploit the intellectual property contained therein.

3.2 Contractual Conformity

3.2.1 The mould will be in compliance with the Purchase Agreement, if and when (i) the products manufactured in series with the mould features show the specified technical, physical and visual characteristics; (ii) the agreed cycle times, (iii) the mould meets the safety requirements of Purchaser and the Customer in terms of protection of life and limb, health and property, in accordance with the state-of-the-art of science and technology; (iv) the mould meets the statutory requirements for the protection of consumers, employees or the environment; (v) the mould is free of any third party claims, including, but not limited to, claims for infringement of any patent, trademark or other intellectual property or proprietary rights of a third party.

3.2.2 The guaranteed cycle times will be defined in the Purchase Order or its Annexes, as the case may be. The statutory requirements set forth in Section 3.2.1, sub-item (iv) include any technical standards and harmonised regulations of the European Community, which are intended to protect employees, users and consumers, including, but not limited to Directive 2006/42/EC ("Machinery Directive"), Directive 2006/95/EC ("Low Voltage Directive") and Directive 2004/108/EC "(Electromagnetic Compatibility Directive)".

3.2.3 The technical specification of the mould and/or characteristics of the product will be defined in the Purchase Agreement or its Annexes. The characteristics of the product, which cannot technically be measured or can only be measured with disproportionately high expense, such as visual requirements, surfaces, etc. are deemed in conformity with the Agreement if they match the samples. With regard to such contractual requirements, Purchaser is entitled to make binding reference to the customer's requirements when defining and testing these requirements.

3.3 Description of functions

As the description of the contractual conformity of the mould is primarily based on its functions (simplified: the mould shall be able to produce conforming products), Supplier will solely be responsible for design and manufacture the mould. Notes, drawings, plans or similar documents issued by Purchaser shall not be binding on Supplier if they impair or prevent the intended purpose or the contractual compliance of the mould or the product. Approvals by Purchaser or by the Customer and the confirmation of drawings shall not release Supplier from its obligation to plan, develop, design, manufacture and deliver a mould in accordance with the Purchase Agreement.

3.4 Amendments, clarifications and modifications

3.4.1 If the specification of the mould and/or the product is still incomplete at the time of formation of the respective Purchase Agreement and therefore requires to be amended from time to time, the parties shall jointly complete, amend and/or clarify any

outstanding specification on the basis of the technical and economical requirements as already agreed.

3.4.2 Such completions, clarifications and/or modifications in accordance with Section 3.4.1 will include, but not be limited to (i) the accurate definition, description and presentation of the possible connection types for the electrical, hydraulic and pneumatic connections between the mould and the injection moulding machine and the accurate definition of all other interfaces between the injection moulding machine and moulds no later than on completion of the design drawings for the moulds and (ii) the definition of outstanding details of the testing procedure and the test parameters and their approval with the customer.

3.4.3 Without limiting the scope of the foregoing provisions of this Section 3.4, Purchaser will be entitled to require a change Specifications or other terms of the Purchase Agreement from time to time by Purchaser notifying Supplier thereof in writing. If any such change will cause an increase or decrease in the price or has an impact on the time of performance, or both, Supplier shall so advise Purchaser within one (1) week of receipt of the notice of change, and an equitable adjustment shall be made in the Price or the time schedule or both, and the adjustment shall be incorporated in a change order. If Supplier fails to so advise Purchaser within one (1) week, Purchaser's notice to a change in the Specifications shall be deemed to be incorporated as part of the Purchase Agreement and shall supersede any inconsistent provision of, or be in addition to, the Specifications originally incorporated by reference in the Purchase Agreement and there shall be no corresponding change in price or time of performance.

4. Prices and Terms of payment

4.1 Prices

Except as expressly otherwise agreed, the price shall be considered inclusive of all duties, customs and incidental expenses. The price is a comprehensive lump sum, which may be changed only by a written change order in accordance with the provisions of Section 3.4. Therefore the price will be deemed to take into account all circumstances and particularities of the Purchase Agreement.

4.2 Terms of payment

4.2.1 Terms of payment will be defined in the Purchase Agreement or its Annexes. Payment terms, including cash discount periods, shall not start to run before receipt of the respective invoice. The payment shall not indicate the acknowledgement of the correctness of deliveries or services, and thus it does not operate as a waiver of any of Purchaser's rights and remedies, it may have hereunder or at law.

4.2.2 Purchaser shall have the right to offset and deduct any amounts resulting from counterclaims towards purchaser or any of its affiliated companies from the payment of any due amounts. The assignment of payment claims shall be permitted only with Purchaser's previous written consent.

5. Milestones and Deadlines

5.1 Schedule

5.1.1 The milestones and final deadlines will be defined in the Purchase Agreement or its Annexes.

5.1.2 Time is of the essence; Supplier shall strictly comply with the time limits and deadlines for the completion of design drawings, initial samples, handover and acceptance.

5.2 Impediment/Delay/Suspension

5.2.1 If Supplier recognises that there is a risk of a delay or if Supplier becomes aware of a possible impediment to the performance of its contractual obligations, Supplier shall notify Purchaser without undue delay.

5.2.2 If the delay or impediment is not due to Supplier's default, Purchaser may extend or postpone the milestones, or the final deadlines, as the case may be. For the purpose of this Agreement, an event is deemed not to have been due to Supplier's default, if it is not within the reasonable control of Supplier, but only if and to the extent

that (i) such event, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by Supplier, and (ii) such event materially and adversely affects the ability of Supplier to perform its obligations under this Agreement, and Supplier has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on Supplier's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

5.2.3 Acts and/or omissions by subcontractors or sub-suppliers shall be attributed to Supplier in the same way as an act and/or omission by Supplier.

5.2.4 Purchaser may request the interruption of manufacturing and/or delivery by Supplier at any time; payment deadlines shall be moved according to the change in the respective milestones. In this case, Supplier shall provide Purchaser with details of the consequences, particularly with regard to necessary amendment of costs and deadlines. If Purchaser requests the interruption of manufacturing and/or delivery for a period of less than three months, Supplier shall not be entitled to claim compensation for any expenses or loss of interests incurred thereby.

5.3 Contractual Penalty

5.3.1 If Supplier does not meet one of the milestones or final deadlines due to circumstances within its responsibility, Supplier shall pay a contractual penalty. The contractual penalty applied shall be 2% for each calendar week or part thereof up to a maximum of 10% of the aggregate contract price.

5.3.2 The contractual penalty shall accrue irrespective of the existence and extent of a monetary damage.

5.4 Cancellation/Termination

5.4.1 If Supplier is in delay with the performance of its obligations, Purchaser is entitled to declare the Purchase Agreement avoided, provided that Supplier was granted by written notice a grace period of reasonable time (of at least two weeks).

5.4.2 Until the Purchase Agreement is not fulfilled, Purchaser may terminate the same at any time without cause. In the event of such termination, Purchaser shall pay Supplier in complete satisfaction of any obligation hereunder and within ninety (90) days of receipt of a complete and proper invoice, all necessary costs and expenses already incurred or uncancellable commitments made by Supplier as documented and subject to audit by Purchaser less any amounts already paid by Purchaser in accordance with the Purchase Agreement through the date of notice of termination. In the event of such termination and upon payment in accordance with this paragraph, Purchaser shall have the immediate right to take possession of the mould (in whatever state of design or manufacture the mould exists at such time) and of all related parts, drawings and all other documentation related to the mould. Supplier shall grant to Purchaser a royalty free, non-exclusive, worldwide license to obtain, manufacture, fabricate or take whatever actions are necessary to complete the mould, or to authorize third parties to do so on Purchaser's behalf.

6. Delivery/Acceptance

6.1 Delivery

6.1.1 The delivery term set forth in the respective Purchase Agreement shall be construed in accordance with the respective applicable Incoterms. Partial deliveries shall require Purchaser's previous approval.

6.1.2 The documents described in Section 3.1.2 shall be handed over at the time of delivery of the mould. Unless otherwise agreed, the documents to be supplied in triplicate in legible as well as in machine-readable format.

6.1.3 Delivery shall be deemed on time if the whole scope of supply is delivered on time and if the mould and/or the documents are free from any defect or non-conformity that would entitle Purchaser to refuse acceptance or to reject the delivery.

6.2 Acceptance

6.2.1 Acceptance requires the contractual compliance of the mould, which shall be demonstrated by tests and thereafter, in case of verification of such compliance, to be confirmed by the parties in writing (formal Acceptance). The acceptance procedure, the set-up of the tests as well as the object and the content of testing will be defined in the Purchase Agreement or its Annexes; otherwise the acceptance tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned to demonstrate the compliance of the mould with the requirements set out in Sections 3.1 and 3.2.

6.2.2 Formal Acceptance is generally preceded by various process steps (unless otherwise defined in the Purchase Agreement or its Annexes), namely

- the completion and, if applicable the approval, of the design drawing(s);
- the initial sampling;
- other pre-acceptance-tests and connection with the injection moulding machine;
- delivery of the injection moulding machine and the mould to the Customer and the manufacture of products, which are required to be ready for series production and their testing by Purchaser and its Customer.

6.3 Requirements and consequences of the Acceptance

6.3.1 Acceptance requires the successful completion of all process steps and evidence of the contractual compliance of the mould and the documents as well. If all the acceptance tests are satisfactorily completed, Purchaser shall sign an acceptance-protocol without reservation. If Purchaser fails to declare compliance by the specified deadline without justified cause, even though all the requirements have been met, the mould and the documents are deemed accepted.

6.3.2 Acceptance (i) will (as the case may be) result in the obligation of purchaser to make payment; (ii) will constitute the transfer of title in the mould to Purchaser; and (iii) will be the start of the warranty period (Section 7.3).

6.4 Passing of risk

The risk as to price and performance shall pass to Purchaser upon Acceptance.

7. Warranty

7.1 General

Supplier represents and warrants (i) that the mould and the documents are free from defects of whatever kind, (ii) that all the contractual requirements especially with regard to cycle times are met and (iii) that the mould and the documents will be in accordance with all other requirements and specifications of the Purchase Agreement and its Annexes and will remain in accordance therewith during the entire warranty period.

7.2 Remedies

7.2.1 During the warranty period, Supplier shall, upon notice thereof from Purchaser at any time, promptly repair, replace or otherwise satisfactorily deal with the same in a manner so as to bring the mould into conformity, all at Seller's expense and without limiting or affecting Purchaser's other rights or remedies available hereunder or at law. Thus, the Supplier shall use best efforts to remedy any defect or non-conformity of the mould within 48 hours. Purchaser may (even without prior notice to the Supplier) have such a deficiency corrected by itself or a third party at the Supplier's sole expense in the event that a defect constitutes or potentially constitutes an operational safety risk or danger of exceptionally high damage, or is required to prevent disruption of the production schedule of the Customer.

7.2.2 If the remedy of the defect (or the replacement of the defective part) is not possible within a reasonable period of time deemed reasonable for Purchaser, Supplier shall at least develop a work-around (in order to enable Purchaser and its Customer to use the mould). If a work-around is not possible within the specified time,

Supplier shall at least provide Purchaser with a temporary solution such as a temporary correction of the defect.

7.2.3 If the remedy is not possible, economically unfeasible or if it is unreasonable for Purchaser, Purchaser may at its sole discretion either (i) declare the purchase agreement avoided; (ii) demand an appropriate reduction in price; or (iii) request the replacement of the defective mould with a new mould by Supplier.

7.2.4 The place of remedy shall be the final destination of the mould at the Customer's site. Any costs incurred in connection with the remedy of the defect, in particular the costs for transport, travelling, work and material as well as any costs incurred in connection with the discovery and the remedy of the defect shall be borne by Supplier.

7.3 Warranty period

The warranty period shall be twenty-four months. It shall begin with the (formal) Acceptance. If the parties agreed on a minimum of producible cycles, the achievement of such number will define the end of the warranty period.

7.4 Examination and Notice of Non-Conformity

Legal obligations of Purchaser with respect to the examination of the delivery and the obligation to notify defects shall be hereby excluded, particularly with regard to § 377 of the Commercial Code (UGB).

8. Liability and Insurance

8.1 Except as otherwise provided herein, Supplier's liability shall be subject to the applicable law. Negligence by subcontractors or sub-suppliers shall be attributed to Supplier in the same way as Suppliers own negligence. Supplier shall be liable especially for defective products even without fault, if and when provided by the applicable law.

8.2 The Supplier shall, at its own expense, provide and maintain with a reputable insurer (and provide written certificate(s) of insurance to Purchaser, if and when requested) reasonable and customary insurance coverage, including, but not limited to commercial general liability insurance including coverage for product liability in the minimum amount of € 3,000,000 per occurrence.

9. Rights of Inspection

9.1 Scope

9.1.1 Supplier authorises Purchaser to inspect Supplier's work during the performance of the Purchase Agreement. Any such Inspection by Purchaser will not limit Supplier's responsibility under the Purchase Agreement, nor relieve Supplier of any of its obligations thereunder.

9.1.2 Purchaser's right of Inspection includes, but is not limited to (i) the review and release approval of the design drawings; (ii) access to Supplier's operating facilities and plants; (iii) the inspection of Supplier's records for planning, design, quality assurance and test results (including the inspection of manuals and documentation); (iv) the preparation of copies; (v) the interviewing of staff; and (vi) the taking of samples and models of the products.

9.2 Exercise of Inspections

The Inspection by Purchaser may be carried out by Purchaser, its contractors or by third parties assigned by Purchaser. Purchaser shall be entitled to carry out such Inspection during normal working hours by notifying Supplier in advance. The inspection shall also include the subcontractors and sub-suppliers mentioned under Section 2.3; Supplier shall ensure that such Inspections can be carried out at the sub-suppliers production plants as well. If Purchaser assigns third parties, the said shall be bound by the obligation for non-disclosure (Section 10).

10. Confidentiality

10.1 Unless more extensively provided for in a Non-Disclosure-Agreement concluded between the parties separately, each party shall keep in strict confidence all Confidential Information obtained from the other party in the course of performance of the Purchase Agreement. Each Party shall use Confidential Information of the other party only to the extent necessary to fulfil its obligations under the Purchase Agreement.

10.2 For the purpose of this Agreement, "Confidential Information" shall mean any and all non-public technical, financial or commercial information, whether or not reduced in writing, that a disclosing party designates as being confidential or which, from all the relevant circumstances should reasonably be assumed by a receiving party to be confidential to the other party.

10.3 The obligations contained in this Section shall survive any termination or expiration of the respective Purchase Agreement and shall end after 5 years from termination / expiration of the same.

11. Data protection

11.1 The parties hereby expressly consent to the processing of personal data, in particular name, address, contact and professional data, of the persons acting on their behalf and intervening vis-à-vis the companies of the respective other party for the purpose of contract fulfilment, order processing as well as for the fulfilment of the relevant legal requirements and accounting obligations.

11.2 Furthermore, the parties consent to the transfer of this personal data to affiliated companies of the respective other party in countries outside the European Union for the purpose of order processing and contract fulfilment, always considering the potential risks related thereto

11.3 By giving such consent, the parties also warrant to obtain corresponding declarations of consent by the respective data subjects, and upon first request to indemnify each other from all disadvantages related to any breach of the foregoing warranty.

11.4 Without prejudice to the lawfulness of the processing based upon consent given before, such consent (pursuant to 11.1 and 11.2) may be withdrawn at any time by either party or the respective data subject, by using the options stated in 11.5.

11.5 An overview to all companies affiliated to the Purchaser can be found under www.engelglobal.com/dataprotection. Options for a withdrawal pursuant to 11.4 to the Purchaser as well as respective information are provided at www.engelglobal.com/dataprotection.

12. Applicable law / Venue / Arbitration

12.1 These general terms for mould-purchase and every single Purchase Agreement formed hereunder shall be subject to substantive Austrian law to the exclusion of the conflict of law rules of Austrian international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

12.2 Subject to the provisions of Section 11.3 all disputes, disagreements or any claim arising out of or in connection with these general terms for mould-purchase or any Purchase Agreement formed hereunder including any dispute regarding its existence or validity shall be exclusively referred to the competent court in Linz, Republic of Austria.

12.3 If, however, Supplier's principal place of business is outside the European Union, all disputes arising out of or in connection with a Purchase Agreement formed hereunder or related to its violation, termination or nullity shall be – to the exclusion of recourse to ordinary courts of law – finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said rules. The place of the arbitration shall be Vienna.

13. Miscellaneous

13.1 Each Purchase Agreement, any attachments, exhibits or schedules hereto, all related purchase orders and any items

incorporated herein or therein by reference, contain the entire Agreement between Purchaser and Supplier. The unenforceability in whole or in part of any term or condition of these general terms shall not affect the enforceability of any other parts of the respective Purchase Agreement.

13.2 Except where specifically stated to the contrary, all remedies available to a party for breach of a Purchase Agreement, or at law, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

13.3 Messages shall be effective only, if they are written in German or English language. Messages may be transmitted by facsimile or by electronic means. Messages which received on Saturdays, Sundays or one of a legal public holiday in Austria shall become effective only on the next working day.

13.4 If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected.

13.5 Prerequisite for any business cooperation shall be the unreserved compliance with our Code of Compliance as amended from time to time (available at our website www.engelglobal.com) as well as compliance with all relevant laws, regulations, directives, and similar rules with regards to our Code of Compliance. Any breach of the obligations set forth in this Section shall be regarded as a material breach of contract, which shall entitle us to terminate all purchase agreements not yet fulfilled with immediate effect and claim for all damages and losses incurred by such breach.

13.6 Supplier herewith expressly agrees that the Supplier's data (commercial register data, address, telephone and facsimile number as well as other information required for correspondence following from modern communication tools, locations, contact persons, ordered goods, and supply volumes) which become known to Purchaser in connection with the respective business relationship will be automatically processed only for the execution of these general terms for mould-purchase and the respective purchase agreement formed hereunder, in particular, for administration and billing purposes.

14. Export Control

14.1 Supplier shall comply with all applicable national and international laws and regulations regarding the supply, sale, transfer, export, re-export of the delivery items, where appropriate, and which include economic sanction, export control and trade embargos (hereafter referred to as "Export Control Regulations").

14.2 Supplier undertakes to not sell, supply, transfer, export, re-export or make delivery items available to us that could be originated, directly or indirectly, from a country that is subject to Export Control Regulations or from any company, entity, organization or individual covered by Export Control Regulations.

14.3 If requested by us, Supplier shall, promptly and without additional cost, provide us with any documentation, including import certificates or end-user statements, which is reasonably necessary to support our application for import or export authorizations.

14.4 Supplier shall defend and indemnify us for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by us, including any legal fees and transaction expenses, relating to any violation of such article by Supplier. Supplier is responsible for any action or omission in the performance of its obligations under this section, whether through its own action or omission or of its representatives, employees, affiliates, agents, suppliers or sub-contractors, or any other person attributable to Supplier.

14.5 Any breach of the obligations set forth in this Section shall be regarded as a serious breach of contract, which shall entitle us to terminate all purchase agreements or orders not yet fulfilled with immediate effect and claim for all damages and losses incurred by such breach.