

Note: This English translation is provided for convenience only.

In the event of any conflict or contradiction between the German language version and the English language version, only the German language version shall be decisive or legally valid.

General Terms and Conditions of Purchase

The following terms and conditions shall apply to purchase orders and all other contractual agreements for goods and services issued or entered into by APK AG (hereafter “APK”). They shall not, however, apply to construction project awards or employment contracts.

1. Scope

Unless otherwise stipulated in writing or agreed to separately in individual contracts, the legal relationship between the supplier and APK with regard to the business transactions described herein shall be governed exclusively by the terms and conditions set forth below. In the absence of written consent from APK, any terms and conditions to the contrary and any terms and conditions of the supplier that deviate from the APK General Terms and Conditions of Purchase shall not be applicable, even when in an individual case APK does not expressly object, particularly in the event that ordered goods are accepted with no objection.

2. Written Form

All purchase orders, including any amendments or supplements, are required to be in written form, including the original relevant signature(s). This requirement can only be waived by written mutual consent.

3. Revocation

APK reserves the right to revoke an order at no cost to APK should the supplier fail to issue an unmodified confirmation of the order within two weeks of receipt.

4. Deadlines

a) Agreed-upon deadlines for the delivery of goods and services are binding. If delays are expected or arise, the supplier shall inform APK immediately.

b) Should the supplier be at fault for a delivery deadline being exceeded (delay), APK shall be entitled, without prejudice to any of its other rights, to charge a penalty of between 0.2% and a maximum of 5% of the total contracted remuneration for each day or part thereof of the delay. If the applicable proviso is not fulfilled upon delivery of goods or services or any subsequent fulfilment, the penalty may then be enforced up until the time of final payment and damages may also be claimed. Any claims for damages will be offset by penalty payments.

c) Should the supplier also fail to make delivery within a reasonable deadline extension set by APK, following expiration of this period, APK shall be entitled to engage a third party to provide the contracted goods or services and to demand reimbursement from the supplier for all resulting necessary expenses or cost increases. APK additionally reserves the right to claim damages in lieu of fulfilment. The supplier's right to subsequently fulfil the purchase order and APK'S obligation to accept the goods or services shall be voided as soon as, upon expiration of the deadline, APK procures replacement by its own means or claims compensatory damages in lieu of fulfilment.

d) The timeliness of deliveries or supplementary performance shall be determined by the date and time of receipt at the location specified by APK; the timeliness of deliveries involving installation or assembly as well as of performance of services shall be determined by their acceptance by APK.

5. Prices

All prices are fixed prices. They shall include all expenses associated with the goods and services to be provided by the supplier.

6. Order Procedure and Delivery

a) The supplier shall not sub-contact any portion of the order without the express consent of APK, unless the sub-contracting is limited to merely the delivery of commercially available parts. Delivery schedules are binding with regard to the type and quantity of the goods requested and the delivery time. Partial deliveries require consent from APK.

b) A delivery note is required for each delivery. This shall include the APK order number as well as a description of the type and quantity of the contents.

c) A technical description and user instructions shall be provided free of charge with the delivery of all equipment. For software products, delivery shall be considered fulfilled only upon receipt of the complete (system and user) documentation. For software programs that have been specifically developed for APK, the program must also be provided in source code format.

d) The supplier shall comply with all applicable national and international customs and foreign trade laws. The supplier guarantees APK that all deliveries subject to mandatory labelling will be properly labelled and, in particular, that the customs tariff number and the number from the German export list will be indicated.

The labelling shall also be included in order confirmations and all shipping documents. In particular, the supplier shall indicate in these documents and in invoices any items that require export licences or are subject to US re-export regulations and shall provide APK with the corresponding export list number as well as the customs code number.

f) The packaging of all goods shall be performed in such a way as to avoid damage during transport. If packaging costs are to be charged separately, these costs must be listed separately in the offer and the invoice. Packaging materials shall be charged at cost.

7. Invoices, Payment

a) Invoices are to be submitted to APK in duplicate, separate from the delivery; the wording must correspond to that of the APK purchase order description and the APK purchase order number must be included. The exact name of the department placing the order and the date of the purchase order must also be provided. Invoices that do not include all of this information will be returned and shall be considered not to have been received. They shall therefore not be due and payable, nor may they be used as evidence of failure to pay.

b) The payment period shall commence once i) the delivery of goods or services has been completed in full and ii) a valid, verifiable invoice has been received (as per the stamped date of receipt, not the date of the invoice) – whereby the payment period shall be considered to have commenced at the later of the dates upon which the requirements in i)

and ii) have been fulfilled. Insofar as the supplier is required to provide test reports, quality-control documents, or other documentation, delivery shall only be considered complete upon receipt of these documents.

Invoices that are incomplete or incorrect shall not be due and payable and may be returned by APK at any time. In the event that an invoice is returned, the payment period shall only commence upon receipt of the corrected invoice. Should delivery documents be missing, the invoice be received by a different department than the one named, information be incomplete or incorrect, the payment deadline shall be extended by the number of days required to rectify the errors made by the supplier. The duration of this delay in verification of the invoice must be accounted for in any claim for late fees or the respective invoices must be removed from the supplier's collections file.

Insofar as the supplier is considered an entrepreneur as defined by Section 14 of the German Civil Code, APK shall only be deemed delinquent in payment if upon receipt of a payment reminder from the supplier after expiration of the payment deadline, APK fails to make payment.

Payment shall not constitute any acknowledgment that the goods or services were provided in accordance with the terms of the purchase contract. In the event of defective or deficient deliveries or performance, APK shall be entitled, without prejudice to any of its other rights, to withhold to a reasonable degree and without penalty all payments associated with the business relationship until such time as the order is properly fulfilled. There shall thereby be no loss of rebates, payment discounts, or other similar payment advantages.

c) Payment shall be made in the first payment processing cycle that falls within the payment period. The means of payment shall be of APK's choosing.

d) APK's standard payment processing terms are 14 days after receipt of invoice with a 3% discount or 45 days net.

8. Specific Regulations Based on Laws and Standards

a) All goods and services shall explicitly comply with the German Hazardous Substances Ordinance as well as the safety recommendations of the relevant German technical bodies and organisations, such as VDE, VDI, and DIN. All relevant certifications, testing certificates or other verification documents shall be provided to APK free of charge.

b) The supplier shall bear sole responsibility for complying with accident prevention regulations in the delivery of goods or provision of services. Any protective equipment thereby required as well as any manufacturer's instructions shall be provided free of charge.

c) Unless explicitly expressed to the contrary in the purchase order, all goods delivered must fulfil the conditions of origin of the EU preferential agreements.

d) The supplier affirms knowledge of the EU anti-terrorism regulations and compliance with Council (EC) Regulation No. 881/2202 of 27 May 2002 and Council (EC) Regulation No. 2580/2001 of 27 December 2001 in their most recent revisions. In particular, the supplier confirms in this context that no business relationship exists with the persons listed in the Regulations and that therefore, through the implementation of appropriate security standards, compliance is ensured with the security-related points stipulated in the Guidelines for Authorised Economic Operators ('AEO') -(TAXUD/2006/1450), (Regulation (EC) No. 648/2005 and Regulation (EC) No. 1875/2006) issued by the European Commission and

available under the Internet link:

http://ec.europa.eu/taxation_customs/customs/policy_issues/customs_security/index_de.htm

e) In particular, should the supplier receive or be given access to personal data belonging to APK or APK-related areas, the supplier shall comply with all requirements contained in the German Federal Data Protection Act, the European Data Protection Directive, and all other data protection provisions. The supplier shall only collect, process and use such data to the extent that consent has been expressly conferred in the purchase order or to the extent required for performance of the contracted services. Any further use of the data, in particular, for the purposes of the supplier or any third party, is prohibited, as is the processing of personal data at a location outside the jurisdiction of the European Data Protection Directive.

f) APK is certified in accordance with DIN EN ISO 50001. Energy efficiency is therefore an important criterion in purchasing decisions. In support of our goals, we request that you provide us with information regarding the current energy efficiency status of your facilities, products, and services as well as any updates to this status. Please feel free to send us any associated data sheets and/or other information. With regard to the procurement of raw materials, the following must be taken into consideration: Quality-relevant factors, such as moisture, presence of contaminants, product purity, foreign substances, and organic or mineral deposits in the feedstock have an impact on the energy efficiency of our treatment process. To ensure the energy-efficient operation of our production facilities, when processing raw materials from dual system waste collection, we consistently rely on the existing published specifications. For the processing of non-dual-system materials, we follow APK's own specifications. We monitor for compliance with all of these specifications. Non-compliance will be censured accordingly and may lead to refusal of deliveries.

9. Transfer of Risk, Acceptance, Ownership Rights

a) Irrespective of any agreed-upon indemnity, for deliveries that do not involve installation or assembly, the risk shall be transferred to APK upon receipt at the delivery address specified by APK; for deliveries that require installation or assembly, the risk shall be transferred to APK upon successful completion of such, which shall be documented by an acceptance report. The mere commissioning or usage on the part of APK shall in no way constitute formal acceptance.

b) In the case of delivery of goods subject to retention of title, APK shall be entitled to resell the goods during the course of ordinary business operations. APK shall become the owner no later than upon payment of the total remuneration.

10. Inspection and Defect Notification Obligations, Inspection Costs

a) APK shall immediately notify the supplier of any obvious defects in deliveries or the performance of services as soon as these are detected during the ordinary course of business. For defects reported by APK within four weeks, the supplier shall waive the claim of late notification of defects. Should defects first be detected during treatment or processing or upon initial use, these defects shall be reported within four weeks of their detection. APK shall not be obligated to conduct any further inspections or to provide the supplier with any notification beyond that mentioned above.

b) Inspections of incoming deliveries shall be carried out on a random basis. For deliveries that do not meet APK's specified benchmark quality standards, APK shall be entitled to completely reject the delivery or to perform a full (100%) inspection at supplier's cost.

c) Should APK return defective goods to the supplier, APK reserves the right, irrespective of the total resulting cost, to charge the supplier for the full amount of the invoiced costs as well as a surcharge amounting to 5% of the price of the defective goods. The surcharge, however, shall not exceed € 550.00 per return, plus any required VAT. APK expressly reserves the right to submit evidence of higher costs incurred.

11. Liability for Defects

a) Defective goods shall immediately be replaced with non-defective goods; deficiently or defectively performed services are to be corrected immediately. For replacements of goods or repetitions of services, supplementary performance shall be considered to have failed if the defect still exists following the second subsequent attempt at fulfilment (Sections 440 and 636 of the German Civil Code). For design or constructional faults, supplementary performance shall be regarded as unreasonable (Section 440 of the German Civil Code) and APK shall be entitled to immediately assert the rights stipulated in clause 11d).

b) The supplier shall bear the risk for the period of time that the object of the delivery or service is not in the possession of APK.

c) In urgent cases, in particular, where operational safety is threatened or for the prevention of exceptionally severe damage, or further, for the purpose of repairing minor defects, APK reserves the right, following notification and establishment of a deadline with the supplier, to immediately remedy the defects itself or with the aid of a third party, wherein the supplier shall be liable for all costs associated with the repairs and any resulting damage. This shall also apply in the event that a deadline for supplementary performance established by APK has not been met successfully. Moreover, this shall also apply for delayed deliveries of goods or services that require APK to thereby immediately remedy the defects in order to avoid delays to their own scheduled deliveries.

d) In the event that APK elects not to remedy the defects itself, should supplementary performance not be successfully completed prior to expiration of the deadline established by APK, APK shall be entitled to either rescind the contract (withdrawal) or to reduce the agreed-upon remuneration (reduction). In addition to these two options, APK reserves the right to claim damages.

e) Insofar as there are no agreements to the contrary in the individual contract, the warranty period for defects shall be 24 months from the time of transfer of risk as described in clause 9a). The warranty period shall be suspended from the time APK issues notification of defects; the suspension shall terminate with acceptance by APK of the delivery of non-defective goods or services. Exclusively in the case of repairs to or replacement of goods or where a deficient service must be repeated shall the warranty period in sentence 1 of this clause recommence with acceptance of delivery of the non-defective goods or non-deficient services.

f) Insofar as the supplier is responsible for product damage, if the cause of such damage lies within the scope of the supplier's control and organisation and the supplier personally bears liability in relationship to third parties, the supplier shall be obliged to indemnify APK upon initial request against third-party claims for damages.

Within this context, the supplier is also obliged to reimburse all expenses incurred by APK in connection with any recall of goods conducted by APK. To the extent possible and reasonable, APK will provide the supplier with information regarding the substance and

scope of the recall measures to be conducted and provide the supplier with an opportunity to respond.

g) All legal claims and rights assigned to APK as the contracting party shall remain in full force and effect.

12. Recurrent Performance Failure

Should the supplier, despite previous written warning from APK, repeatedly deliver essentially identical or extremely similar goods or services that are defective, deficient or delayed, supplementary performance will be regarded as unreasonable and APK shall be entitled to rescind the contract with no further action taken, including with regard to any future deliveries of goods and services the supplier is still to provide to APK under the terms of the current contractual agreement or any other contractual relationship.

13. Industrial Property Rights

a) No industrial property rights of any third party within the Federal Republic of Germany shall be violated by the delivery of any goods or service or through their utilisation by APK. The supplier grants APK the right, unrestricted in terms of place, time or content, to use the goods and services provided, to integrate them into other products and to distribute them worldwide.

b) Particularly with regard to the delivery of data processing programs, the supplier shall be liable for ensuring that all necessary rights for distribution of the program are held by the supplier, in particular, licensing and/or property rights, so that the supplier may grant APK the right, unrestricted by place, time or content, to use or allow the use of the software and associated documentation in connection with the installation, start-up, testing and operation of the software in any form whatsoever.

c) Should claims for damages or other claims be asserted against APK due to the infringement of industrial property rights based on the supplier's deliveries or services, insofar as there has been culpable infringement of third-party industrial property rights, the supplier shall indemnify APK against all claims asserted by third parties, including court costs and any other legal expenses. The supplier shall make arrangements with the respective property right holders at the supplier's own expense and risk to ensure prevention of any infringement of industrial property rights. The supplier shall bear the cost for any licensing fees. To the extent that the supplier is unable to indemnify APK due to statutory regulations or on other grounds, the supplier shall reimburse APK for all costs incurred by APK in connection with such claims, insofar as the supplier is responsible for these claims.

14. Insurance

The supplier shall obtain and keep in force adequate and appropriate insurance coverage for all services and supplementary activities to be performed under the terms of the contractual relationship with APK and shall provide APK with documentation of such upon request.

15. Technical Documentation, Tools, Means of Production

a) All documentation provided to the supplier in connection with the purchase order as well as any technical specifications, tools, technical drafts, plant standards, calculations/estimates, etc. supplied APK shall constitute the intellectual property of APK and shall be protected by APK copyrights. To the extent necessary for the processing of the

order, APK shall grant the supplier a temporary, non-exclusive right of use to the aforementioned copyright, which shall immediately terminate upon completion of processing the order. Technical specifications, tools, plant standards, means of production, etc. provided by APK shall remain the exclusive property of APK. They shall be returned to APK without demand, along with any duplicates that may have been made, immediately following fulfilment of the order; in this regard, the supplier shall not be entitled to assert a right of retention against APK. The supplier is authorised to use the specified items solely for the fulfilment of the order. They may not be used for any other purpose nor may they be disseminated to any unauthorised third parties or made accessible in any other form. Any duplication or replication of the aforementioned documents is only permitted to the extent that it is essential for fulfilment of the order placed by APK.

b) Should the supplier produce technical specifications, tools, technical drafts, plant standards etc. at APK's request for the purpose of fulfilling the order, the provisions of 15 a) shall apply accordingly, i.e. upon satisfaction of its payment obligation, APK shall be granted ownership of such items produced by the supplier for APK as well as all transferable rights to the contents therein and/or incorporated therein and to any associated property rights and copyrights. This shall apply even if these items remain in the supplier's possession. The supplier shall safeguard the items for APK at no charge until such time as they are delivered upon request. In the event that APK has only partially shared in the production costs, APK shall acquire co-ownership of the items produced by the supplier, who shall safeguard them for APK at no charge. APK may, however, at any time acquire all rights of the supplier with regard to such items and demand the return of said items from the supplier, subject to reimbursement of the as yet unamortised expenditures for the production of the items.

16. Provision of Materials

a) Materials provided by APK remain the property of APK and shall be safeguarded and maintained by the supplier at no charge, with exercise of all reasonable and usual care, skill and forethought, including identification of the material as APK property and storage of the materials separate from the supplier's own property. These materials shall be used solely for the purpose of fulfilling the contract issued by APK. In the event of culpable depreciation or loss of the materials, the supplier shall provide compensation to APK, whereby the supplier will also be considered liable for ordinary negligence. This also applies to the invoiced transfer of order-related materials.

b) In the event that the supplier processes or modifies the materials provided by APK, this activity shall be performed exclusively for the benefit of APK. APK shall immediately become the owner of the resulting new or modified item. In the event that the materials provided by APK constitute merely a portion of the new item, APK will become co-owner of the new item in a proportion corresponding to the value of the materials provided by APK. The supplier shall safeguard the new or modified item, for APK at no cost, appropriately labelled and with exercise of all reasonable and usual care, skill and forethought.

17. Obligation of Confidentiality

a) The supplier shall treat all information or knowledge obtained in connection with the submission of an offer or the awarding of an order by APK confidentially, as an entrusted trade secret, and shall not disclose, make accessible or disseminate it to third parties, unless the supplier can demonstrate to APK that this information was already known to the supplier at the time of submission of the offer or was subsequently made accessible by an authorised third party, with no confidentiality requirement, or that it was generally accessible or subsequently became so, for which the supplier is not liable and bears no responsibility.

b) Express prior written consent from APK shall be required for any manufacture done for third parties or for the display of products manufactured especially for APK, in particular, those produced on the basis of APK designs or manufacturing specifications, as well as for any disclosures related to deliveries and services commissioned by APK or references to orders placed by APK with third parties.

c) The obligation of confidentiality shall continue to apply even following fulfilment of the order. It shall expire if and to the extent that the knowledge contained in the images, technical drawings, calculations and other documents provided has become generally available to the public.

18. Severability of Provisions

Should individual provisions of these terms and conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions and clauses. The parties shall strive to replace any invalid or unenforceable provisions from the onset of the invalidity or unenforceability with other provisions that correspond to the intended business purpose of the contract or approximate it as closely as possible.

19. Place of Performance, Court of Jurisdiction, Applicable Law

a) The place of performance shall be the delivery address stated in each purchase order.

b) Insofar as the supplier is a merchant within the meaning set forth in the German Commercial Code, the place of jurisdiction shall be Halle/Saale, at the discretion of APK. APK also reserves the right, however, to pursue legal action at the court of general jurisdiction for the supplier's location.

c) The substantive law of the Federal Republic of Germany shall apply to the contractual relationship, excluding, however, its reference rules pertaining to private international law.