

MAZAL INTERNATIONAL B.V. General Sales Terms and Conditions

1. GENERAL – SCOPE OF APPLICATION AND DEFINITIONS

1.1 These general terms and conditions for sales and deliveries ("MAZAL Sales T&C") shall govern all sale of goods or work- and service performances by the acting Mazal International B.V. company ("MAZAL") including future transactions and the phase of initiation of a transaction, contract negotiations, quotations submitted by MAZAL to Customer or answers of MAZAL to inquiries. MAZAL Sales T&C apply exclusively. General terms and conditions of Customer conflicting with, being contradictory to or deviating from MAZAL Sales T&C are not acknowledged by MAZAL, unless expressly accepted in writing. This also applies where reference to Customer's terms and conditions has been or was made or where MAZAL did not object to

them or, if MAZAL - being aware of conflicting or deviating conditions of Customer – delivers without reservation. MAZAL Sales T&C only apply vis-à-vis entrepreneurs, if the legal relationship belongs to the operation of the entrepreneur, and vis-à-vis enterprises.

1.2 "Customer" as used in these MAZAL Sales T&C is each buyer of MAZAL products, work- or service performances (jointly "Products"). MAZAL and Customer are jointly the "Parties" and each individually a "Party".

1.3 MAZAL is entitled to process for its own purposes also the personal data originating from the business relationship. Customer is herewith informed of and agrees to this for purposes of applicable data protection laws.

2. QUOTATIONS, OFFERS, PURCHASE ORDERS

2.1 Quotations or offers provided by MAZAL are without engagement until MAZAL's final purchase order confirmation.

2.2 In case the quotation of Customer is a binding purchase order, MAZAL is entitled to accept this purchase order within two weeks from receipt by sending a purchase order confirmation or invoice.

2.3. Information, e.g. in brochures, pamphlets, catalogues, etc., are not part of the contract unless expressly agreed upon in writing. These brochures, pamphlets, catalogues etc. do not contain any legally binding declarations and particularly do not constitute assured qualities, independent assurances (guarantees) otherwise or definite action directives. This also applies in case of standard- or conformity designations being used.

2.4 Solely the Customer decides in his own responsibility on the fitness of the Products to be delivered by MAZAL for the purpose chosen by him or fitness of putting the Products into operation. Vis-à-vis MAZAL the Customer is barred from bringing the objection that Products delivered by MAZAL had not been or had not sufficiently been tested. In case of resale nobody shall be permitted to make further statements and specifications or undertakings without MAZAL's prior written consent.

2.5 Customer assures traceability of Products delivered by MAZAL. Customer shall not exercise a right to refuse performance in this regard. At any time MAZAL may request evidence on the keeping of proper documentation.

2.6 Customer has to inform MAZAL in advance, if Products to be delivered by MAZAL are to be used as a safety related part or a part requiring special documentation. He is liable to MAZAL for all damages incurred due to the non-fulfillment of this obligation. The Products may not be used in aviation, in nuclear plants or for military purposes without prior written consent by MAZAL.

2.7 Any illustrations, drawings, calculations and other documents, models or patterns related to the Products made available to Customer remain the sole property of MAZAL. MAZAL reserves all copyrights as well as all ownership rights therein. Any handing over of such documentation to third parties by Customer requires the prior express written consent of MAZAL. Any transfer of rights whatsoever is subject to a written agreement, including a fair compensation to be paid for it, signed by both parties' representatives, for MAZAL this will be the company's General Director only. The foregoing shall apply accordingly to any documents submitted by third parties to MAZAL whereby MAZAL is authorized to submit those documents to Customer provided MAZAL has permissibly sub-contracted such third parties in delivery of services or goods for the fulfillment of its contractual obligations towards Customer.

3. PRICES, INVOICES AND PAYMENT CONDITIONS

3.1 Only prices confirmed by MAZAL are binding. In the event deliveries and partial deliveries are - as per agreement - carried out later than two months as of date of the purchase order confirmation and in case that MAZAL has meanwhile increased its sales price in general, MAZAL is entitled to increase the agreed price accordingly. MAZAL is entitled to increase prices as well in case the price for materials to be used for the manufacturing and supply of parts to customer has increased in general.

3.2 Unless otherwise stated in the purchase order confirmation, MAZAL's prices are understood net as *ex works* (EXW INCOTERMS 2010) MAZAL's premises or warehouse. Products will be provided in standard packaging only. Any special packaging required by Customer for transport is not included in the price. As *ex works*, the price does also not include freight, transfer, insurance, customs, assembly and the applicable value added tax. The value added tax applicable on the date of invoicing will be shown in its legal amount separately on the invoice.

3.3 Unless otherwise agreed, MAZAL's claims are due net within 30 days as of date of invoice.

No discounts are granted unless so agreed in writing. MAZAL may request payment in advance prior to delivery. In the event of default of Customer MAZAL is entitled to a default interest of at least 10% per annum over and above the applicable basic interest rate applicable by law or in absence of such rule set by the central bank in the jurisdiction of MAZAL. MAZAL reserves the right to assert further damages.

3.4 Payments are only to be made in the currency determined in the invoice. Bills of exchange and cheques will only be accepted subject to conclusion of separate agreement and only on account of payment. Any interest cost, transaction charges are to be borne by Customer.

3.5 Customer may only set off counterclaims which either have been expressly acknowledged by MAZAL or are adjudicated by a non-appealable judicial decision. Customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same legal relationship for affected supply. Customer is not entitled to a right of partial retention in cases of partial performance. Claims of Customer against MAZAL may only be assigned or pledged with the express written consent of MAZAL.

4. DELIVERY TIME AND DEFAULT IN DELIVERY

4.1 Timely delivery is subject to all documents, necessary authorizations and releases, especially of drawings and signed contracts by Customer being provided to MAZAL in due time as well as the abidance by the payment conditions and other obligations of Customer. If these obligations are not complied with, delivery times are prolonged except in cases, where MAZAL is responsible for the delay.

4.2 Unless otherwise agreed and except for cases where a specific acceptance or assembly obligation has expressly been agreed upon in writing, the delivery time is deemed to be met if readiness of the Products for collection by Customer or his freight carrier at MAZAL's premises or warehouse has been announced by the expiration of the time period agreed for delivery.

4.3 In case delivery is delayed for reasons only MAZAL is responsible for the Customer is, unless actual damages are proven to be lower, entitled to a lump-sum compensation for each completed month of such delay of 0.5 % (in words: point five per cent), but not more than a total of 5 % (in words: five per cent) of the price of the delayed Products provided that Customer shows probable cause that he incurred damages solely due to such delay. Further compensation claims of Customer for delay of performance are excluded. The foregoing limitation does not apply in cases of damage to health, bodily injury or bodily injury followed by death as well as in cases of intentional or grossly negligent violation of cardinal contractual obligations by MAZAL or its representatives and agents.

4.4 Upon request of MAZAL, the Customer is obliged to declare within an appropriate time frame, whether he still desires delivery of the Products despite the delay.

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4.5 In the event that the collection of the Products by the Customer or his freight carrier is delayed upon request of the Customer for more than 10 (ten) days after (i) the agreed delivery time or, (ii) in case a fixed invoice a storage charge amounting to 0.5 % (point five per cent) delivery time has not been agreed, after having given notice of readiness, MAZAL is allowed to of the Product price per week, however not more than a total of 5 % (five per cent) unless Customer proves lower damages on part of MAZAL. The right of MAZAL to claim proven damages in excess remains unaffected. After expiration of an appropriate time limit set by MAZAL and due notification to Customer, MAZAL is entitled to dispose of the Products otherwise and eventually deliver Products to Customer within an adequately prolonged time limit.

4.6 At any time MAZAL is entitled to have its delivery obligations fulfilled by an affiliated company or to have the Products manufactured by an affiliated company.

4.7 With respect to a contract for work and services, acceptance has to be carried out by Customer at the premises of MAZAL at Customer's cost. In case the Customer does not attend an acceptance appointment set by MAZAL and notified in writing to Customer with 1 (one) weeks' notice, acceptance will be considered to have taken place by the minutes of acceptance being signed by MAZAL.

5. DELIVERY, PASSING OF RISK

5.1 Unless otherwise stipulated in the purchase order confirmation or invoice, the delivery term *ex works* (EXW INCOTERMS 2010) at MAZAL's premises or warehouse is agreed.

5.2 Partial deliveries are permissible to a reasonable extent.

5.3 The risk of loss, including accidental loss, passes with the dispatch of the Products, meaning the handing over of the Products to the Customer or his designated freight carrier, at MAZAL's premises or warehouse. In case an express acceptance by Customer has been agreed, this is the relevant point in time for the passing of the risk. In case dispatch or acceptance, if so agreed, is delayed for reasons the Customer is responsible for, the risk of loss passes to the Customer on the date which has been notified to Customer for dispatch but in no case prior to the originally agreed delivery date.

5.4 Unless otherwise expressly agreed, the passing of the risk of loss is not affected even where MAZAL should upon request and/or on the account of Customer arrange for insurance of the Products.

6. FORCE MAJEURE

6.1 In case of an event of force majeure or other unforeseen, extraordinary circumstances not due to either Party's fault (interruption of business, strike, lockout, interventions by authorities, difficulties in power supply, delayed supply of or supply of defective raw material, semi-finished or finished preliminary products necessary for the production of the Products, etc.) both Parties are released from rendering their obligations under the contract to the extent and for the duration of the impediment plus an appropriate start-up time thereafter. This also applies if such impediments occur at sub-suppliers. Either Party will inform the other Party without undue delay on the commencement and end of such impediments.

6.2 In case delivery or performance becomes impossible or unreasonable for MAZAL due to such impediments, MAZAL is released from the delivery obligation. To the extent MAZAL is released from the delivery obligation advance payments will be returned to Customer. Customer shall not be entitled to damages in case the delivery is delayed or in case MAZAL is released from its obligations due to force majeure.

6.3 In the event the impediment lasts longer than six months either Party may withdraw from the contract.

7. COLLATERAL, RIGHT OF RETENTION, SEIZURE BY THIRD PARTY

7.1 MAZAL reserves all rights of ownership in the Products delivered until the purchase price for the Products has been duly paid. MAZAL further reserves all rights of ownership in the Products until all payments outstanding in the business relationship with Customer have been duly settled. For as long as the title to the Products lies with MAZAL, the Customer is not allowed to pledge, to assign or to transfer the Products as a collateral to a third party.

7.2 In case of a violation of the contract by the Customer, especially in case of delayed payment, MAZAL is, after having granted an adequate time period for cure, entitled to take back and to utilize the Products. In case of successful utilization, the revenues less disbursements will be deducted from the debts of Customer. Retrieval of the Products by MAZAL shall, however, not be construed as withdrawal from or rescission of the contract by MAZAL.

7.3 For as long as the title to the Products lies with MAZAL, Customer is obligated to handle the Products properly and to store them with appropriate care. Customer must clearly mark the Products as being the property of MAZAL. Customer is further obligated to obtain at his own cost proper insurance for the Products at replacement value against damage by fire and water as well as against theft. Claims against the insurer are herewith assigned to MAZAL. MAZAL accepts such assignment. Customer directs insurer to perform payment only directly to MAZAL. Necessary maintenance and inspection work must be carried out by Customer in due time at his own cost.

7.4 In the event of seizures of or other interferences with the Products by third parties Customer has to inform MAZAL in writing without undue delay, so that MAZAL may take appropriate action to protect its property. Customer has to take all measures necessary for annulment and defense of such interventions and claims and to support MAZAL in securing its rights in every manner, also in the name of MAZAL. Customer must reimburse to MAZAL any in court and out of court expenses which MAZAL cannot recover in any such proceeding.

7.5 Customer is entitled to process the Products within the ordinary course of business and/or to resell them only after meeting of all financial commitments against MAZAL. Till this moment title to the Products lies with MAZAL.

7.6 For as long as title to the Products lies with MAZAL, the Products are always processed, assembled or transformed by Customer on behalf of MAZAL so that ownership of the final good lies with MAZAL but without any rights arising for Customer out of such transfer of ownership. In the event the Products are processed with other goods not owned by MAZAL, MAZAL acquires co-ownership in the final good in the proportion of the value of the Products (final invoice amount including value added tax and any other charges) to the other processed goods at the time of processing. For the final good created by the processing the same provisions apply as for Products delivered under reservation of title.

7.7 MAZAL has a right of retention with respect to as well as a contractual pledge on all movable properties that are passed into its possession for the purpose of processing, repairs or other works in order to secure all claims arising under this contract.

7.8 Upon request of Customer, MAZAL shall release the securities granted to it in accordance with applicable law in case of over-collateralization. The choice of securities to be released is at the discretion of MAZAL.

8. WARRANTY CLAIMS

8.1 In the event the purchase order is based on product- and/or material specifications or reference is made to them, the MAZAL Specifications are binding. Upon request MAZAL will provide to Customer information on the MAZAL Specifications. The particulars fixed in the MAZAL Specifications determine exclusively the performance obligation as to the Products. In case Customer approves Products differing from the purchase order stipulations, these are deemed to be owed. It is Customer's sole responsibility to provide to MAZAL accurate and complete purchase order stipulations and the documents related thereto. The MAZAL Specifications or references to norms labeling or conformity labeling do not constitute a guarantee granted by MAZAL. Guarantees will only be granted in express written declarations. Moreover; drawings and technical stipulations or documentation, do not give rise to any guarantee or constitute any assured qualities or can otherwise be a basis for claims against MAZAL unless expressly agreed in writing in advance. Furthermore, documents, drawings etc., received from the Customer do have only relevance to MAZAL if they are expressly agreed with MAZAL in advance.

8.2 Customer undertakes to inspect the delivered Products without undue delay and to give to MAZAL notice of a defect in writing by

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explaining its nature and extent. Apparent defects must be notified within 10 days after delivery, and defects which are despite proper examination not apparently detectable, within 10 days after their detection. In case Customer fails to give notice of a defect within these time limits, Customer shall not be entitled to claims and rights based on these defects.

8.3 Upon claiming a defect, the Customer is first of all obliged to immediately provide to MAZAL the defective Products along with the entire corresponding documentation, description of the defect, any analysis carried out as well as information concerning maintenance, storage, utilization of any machinery, handling and delivery of the Products concerned. A part shall be deemed to be free from a defect, when it complies with the agreed specification. Upon request of MAZAL, the Customer allows inspection on his site as to the storage or work processes used for or applied to the Products or other impacts the Products are exposed to. MAZAL assumes no liability as to defects occurring due to processing or remedy or misuse by the Customer, as well as due to wear and tear.

8.4 If the Products show a defect within the limitation period prescribed by Article 9.5 below for its cause MAZAL at the time of the passing of the risk is responsible, the Customer shall have the right to claim supplementary performance by way of, at MAZAL's sole discretion, either removal of defect or replacement of the Products. In case of removal MAZAL is obliged to reimburse the proven necessary and foreseeable expenses caused by the purpose of removal, especially agreed transport and transportation charges, labor and material costs but only insofar and to the extent these are not increased due to the Products having been transferred to a place different from the place of delivery, unless such transfer is in accordance with the specified use of the Products. MAZAL is entitled to subsequent improvement or replacement delivery also in case of material defects. MAZAL has to be informed about immediately.

8.5 In case supplementary performance fails due to MAZAL's responsibility, the Customer is in his discretion entitled to deduct the portion corresponding to the defect Products from the purchase price or - in case the breach of duty on the part of MAZAL is essential, to withdraw from the contract.

8.6 After coordinating with MAZAL, Customer has to grant the necessary time and possibility allowing MAZAL to carry out all subsequent improvement and replacement deliveries deemed necessary by MAZAL in its sole discretion. Otherwise MAZAL is released from the consequences of damages possibly caused by not having conducted such improvement or replacement delivery.

8.7 Subject to Article 9 below, claims for damages or compensation claims for expenditures are excluded unless expressly provided for in Article 8.1 through 8.6

9. GENERAL LIABILITY, LIMITATION OF LIABILITY AND LIMITATION PERIODS

9.1 MAZAL is liable for reimbursement of claimed and proven expenses under applicable law, if the claim is based on intent or gross negligence by MAZAL. In case of a grossly negligent violation of the contract, however, liability shall be limited to foreseeable and typical damages.

9.2 MAZAL is liable under applicable law for culpable breaches of essential contractual obligations. In these cases, however, liability shall be limited to foreseeable direct and typical damages. The contribution of third parties impact, or possible refunds of insurances of customer has to be taken into respect as well.

9.3 Liability for culpable injury of life, body or health remains unaffected. The same shall apply to mandatory liability under applicable enforceable product liability laws.

9.4 Any claims of Customer for damage or compensation for expenditures going beyond those laid out in these MAZAL Sales T&C – irrelevant for which reason, especially for the breach of an obligation under the contract or out of tort – are excluded. Section 9.3 applies accordingly.

9.5 All obligations of MAZAL to reimburse or indemnify Customer hereunder must be expressly accepted by MAZAL in accordance with the terms hereof in advance of any debiting. Debit notes, invoices, set-off or

similar statements by Customer without such prior acceptance are hereby rejected. MAZAL shall not be obliged to an individual rejection of such declarations by Customer.

9.6 As far as the liability of MAZAL is excluded or limited this applies as well to the liability of the employees, staff members of MAZAL.

9.7 Customer undertakes to maintain sufficient insurance coverage for liability cases, especially fault and no fault insurance. Customer has to inform his insurer of his obligations hereunder.

10. CONFIDENTIALITY

Customer agrees to treat confidential all knowledge and information from the business relationship with MAZAL which is not in the public domain. This also and especially applies to the knowledge of MAZAL's know-how independent of whether proprietary or not. Customer agrees to impose these obligations as his own and upon third parties involved by him. Customer is liable to MAZAL for all damages arising from the violation of this obligation. A continued violation of this obligation shall not be considered a continuous offence especially where such continuous offence could give rise to arguments against causation of continuing damages by Customer. The confidentiality obligation hereunder constitutes an independent legal duty also after the termination of the business relationship with MAZAL.

11. WAIVER, MODIFICATION

No waiver of any right under any of the provision in these MAZAL Sales T&C will constitute a waiver of any other right hereunder. These MAZAL Sales T&C including this clause may only be modified in writing signed by authorized representatives of MAZAL and Customer.

12. PAPERLESS COMMUNICATION

No act or omission in paperless communication with or on electronic platform of shall legally bind MAZAL or otherwise be construed as a declaration of legal content unless such form of communication has been agreed by the Parties in a written document signed by the Parties.

13. COMPLIANCE AND EXPORT CONTROLS

13.1 MAZAL and its employees are committed to professional and honest behavior, which includes compliance with legal requirements and ethical standards, MAZAL expects similar behavior from the Customer. In the event of violations of statutory provisions by the Customer, especially those involving corrupt or fraudulent acts, MAZAL shall be entitled to terminate the contract immediately and without notice. The right to claim damages is reserved by MAZAL.

13.2 The Customer agrees to comply with the relevant statutory regulations for dealing with employees, environmental protection and occupational health and safety, and when carrying out its activities to continuously reduce the adverse effects on human health and the environment.

13.3 The Customer agrees to comply with all applicable export control regulations and embargoes. The Customer shall immediately inform the Seller if the goods supplied are to be delivered for end use to a country or a physical person subject to export restrictions or embargoes. The same shall apply when such fact becomes known to the Customer at a later date.

14. APPLICABLE LAW, VENUE

14.1 All legal relations between the Parties shall be subject to the substantive laws of the Netherlands upon exclusion of conflict of law principles and upon exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

14.2 The place of jurisdiction shall be the court having jurisdiction at the seat of the MAZAL's corporation.

15. SEVERABILITY

Should any provision of these MAZAL Sales T&C be or become invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected thereby. If any provision is invalid, MAZAL and the Customer shall agree on a valid provision that comes as close as possible to the original provision in legal and economic terms.

Mazal International B.V. - June, 2015