

**General terms and conditions of delivery and payment**
WOODLINK Ekkehard Anders GmbH & Co. KG**As at: November 1, 2008****1. General information**

(1) The offer of WOODLINK Ekkehard Anders GmbH & Co KG, hereinafter referred to as WOODLINK is solely meant for entrepreneurs who during the conclusion of the contract act in exercising their industrial or freelance professional activity (§ 14 of the German Civil Code), legal bodies of the public law or special fund under public law.

Woodlink's offer is not aimed at consumers in the sense of § 13 of the German Civil Code. If the client has any reason to believe that the goods delivered by Woodlink are later on delivered to consumers (§ 13 of the German Civil Code), he has to inform Woodlink about this immediately.

Woodlink has a right to change these general terms of delivery and payment. The changes are considered as approved if the client doesn't object in writing within a month after receipt of the alteration notification done in writing.

(2) The standard law on the international purchase of movables dated July 17, 1973 (Federal Law Gazette 1973 part I pg. 856) as well as the standard law on the conclusion of international purchase agreements on movables dated July 17, 1973 (Federal Law Gazette 1973 part I pg. 868) and the law on the agreement of the United Nations dated April 11, 1980 on contracts on the international sale of products dated July 5, 1989 (Federal Law Gazette 1989 part II pg. 586) do not apply. Additionally, the Incoterms apply as amended.

2. Application

(1) The terms given below apply at the time the order is placed in the amended version to all present and future deliveries and services, consultations and other auxiliary services with people who act in exercising their industrial or freelance professional activity (entrepreneurs, § 14 of the German Civil Code) or as a legal bodies of public law or special fund under public law.

(2) We do not recognise the client's conflicting conditions or those that deviate from our conditions unless we have consented to their application previously in writing. If Woodlink unconditionally delivers goods to the client although Woodlink is aware of the client's general terms and conditions of business then there will be no acceptance of conflicting or deviating conditions of the client. Even in this case, the following terms and conditions of business apply exclusively.

(3) If the client objects our general terms and conditions partially or fully, we are entitled to withdraw from the contract without the client being entitled to claims for damages due to the withdrawal.

3. Offers and contract conclusion

(1) Woodlink's range of goods is subject to change and it presents a challenge exclusively to the entrepreneur (see number 1) to make us an offer in the form of an order. If we confirm receipt of the order, we still haven't accepted the client's offer. The acceptance of the offer which leads to contract conclusion will be issued by us by way of a written or electronically compiled letter of acceptance (via letter, fax or e-mail). Until then, Woodlink's offers are without obligation in every sense (prices, time limits, execution etc.) provided that they have not been marked as a binding offer.

(2) The client grants a period of 14 days starting from receipt of the order within which we can accept the offer. Objection of the order is effective upon lapse of this period provided that the client has not received any letter of acceptance until then.

(3) Woodlink has the right to deliver more or less quantities as long as the delivered quantity deviates from the ordered amount by 10% at the most provided that "circa"-quantities were agreed upon in the contract.

4. Delivery, default of acceptance

(1) Deliveries for prompt shipping must be shipped within 45 days after contract conclusion, subject to shipping capacities. Provided that nothing different has been agreed upon, "shipping" means that the goods were loaded on board a sea-bound ship at the port of shipment. Shipping date is the date of the bill of lading. Transshipment is allowed. When delivering via land, "delivery" means that the goods were loaded ex works on to the means of transport. The date of loading is the delivery date.

(2) If nothing else has been agreed upon expressly and in written form, delivery will occur ex works. In this case, the shipment will occur at the client's risk and on his account.

(3) As long as no special regulation was made, the agreed upon prices do not include disposal costs. If according to the packaging ordinance as amended at the time of contract conclusion take-back and recycling obligations arise, these will be assumed fully by the purchaser. The purchaser will protect Woodlink from all expenses and costs which could arise if he doesn't fulfil these obligations fully or partially.

(4) Woodlink is entitled to provide the contractual services in parts if this is reasonable for the client and nothing else was expressly agreed upon. If delivery on request is agreed upon, the client has to make a request within an appropriate period, at least within 4 weeks after contract conclusion.

(5) Woodlink's obligation to deliver is subject to availability of goods. This means that Woodlink is only obligated to deliver the goods as agreed if Woodlink on its

part is supplied correctly and punctually by the preliminary supplier. Besides, the following applies: Details on delivery period are only binding if they were stated in writing (letter, fax, e-mail) or confirmed by Woodlink. Adherence to the bindingly agreed upon delivery periods calls for the client completely fulfilling the contractual duties to be performed prior to delivery.

(6) The delivery period extends appropriately if the delivery is hampered or inhibited by force majeure (e.g. mobilisation, war, riots or similar events, e.g. strike, lock-out). If unforeseeable atmospheric conditions complicate punctual delivery, the delivery period extends appropriately as well.

(7) If the delivery is impossible or is made difficult in an unjustifiable scope by force majeure in the sense of the preceding paragraph, by official measures, extreme atmospheric conditions or similar conditions, Woodlink will be free from the obligation to deliver for the duration of the interference and it has the right to withdraw from the contract. This also applies if one of our preliminary suppliers is not in a position to supply us due to the preceding reasons or other reasons.

Woodlink is obligated to report this interference to the client immediately if the client is not aware about this or has to be aware.

(8) The client's claims for damages due to delayed delivery as well as claims for damages instead of service are excluded in all cases of delayed delivery even if the date set for delivery set by ourselves has lapsed. This doesn't apply if we were accused of intent or gross negligence and also not in the cases in which we are imperatively liable due to injury of life, body or health.

(9) If the client is in default of acceptance or he culpably neglects other duties to collaborate, the bill is due for prompt payment regardless of the agreed upon terms and conditions of delivery.

5. Prices

The prices stated by Woodlink are net prices and are considered ex works exclusive VAT in the respective statutory applicable amount. The costs for shipping and insurance are to be borne by the client in accordance with the applicable shipping terms at the time of ordering.

6. Conditions of payment

(1) The purchase price invoiced is due 30 days from the date of the invoice but not prior to delivery of goods.

(2) Thereof deviating, all outstanding purchase price will be due immediately if the client falls behind with other existing payment obligations or if other conditions for which the client is responsible arise through which a realisation of the claims seems jeopardised. Our claims vis-à-vis the client will then be immediately due if we become aware of circumstances through which the client's solvency will be questioned; also if a considerable danger of our payment claims arises or threatens to arise so that the client gets into financial collapse or this seems probable due to circumstances that have become known.

(3) In case of payment after the due date, Woodlink is entitled to charge default interest amounting to 8% above the respective base lending rate per year. We reserve the right to assert advanced claims.

(4) Woodlink is entitled to assign all claims existing against the client any time for financing purposes to third parties.

(5) We accept cheques conditionally. We accept drafts only upon conclusion of special agreements and only conditionally even if they are eligible. They may not exceed a maturity period of 90 days. Discount charges and other costs will be borne by the draft issuer.

(6) Cash discounts and other discounts will not be granted if these are not expressly agreed upon.

(7) Employees and representatives of Woodlink are only entitled to accept payment upon presentation of collection authorisation issued by the management.

(8) The purchaser's right of retention is excluded if it is not based on the same contractual relationship. Offsetting with disputed or not legally determined counterclaims is excluded.

7. Reservation of title

(1) Woodlink reserves the right to ownership of the delivered goods until all claims vis-à-vis the client arising from the business connection are fulfilled. Delivered goods to which we are entitled fully or jointly will be referred to in the following as reserved items.

(2) If Woodlink obtains securities from the client in accordance with the following regulations, we shall release securities of our choice upon request of the client if and as long as the value of the securities exceeds the value of all our secured claims by more than 10%.

(3) During the existence of the reservation of title, the seller is prohibited from pledging the reserved items or pledging them as security to third parties. The client is obligated to handle the reserved items with care and insure them at replacement value at his own costs against fire, water and theft.

(4) In case of attachment or other interference by third parties, the client has to inform us about this in writing immediately. If we press charges against the third parties as per § 771 of the Code of Civil Procedure in order to safeguard our rights, the client is liable for compensation of the judicial and extrajudicial costs of the proceedings.

(5) During the existence of the retention of title, the resale to resellers in the usual course of business is allowed and only under the condition that the client (=reseller) has received payment from his client or makes the reservation that the ownership will be transferred to the buyer when the buyer has completely fulfilled his payment obligations.

(6) If the client resells the reserved items, the client assigns claims of the purchase price arising from the resale against his buyers with all auxiliary rights to Woodlink without need for later special explanations. Woodlink declares acceptance of the assignment now.

(7) If the reserved items are sold together with other objects without there having been an agreement on an individual price for the reserved items, the client assigns to Woodlink with priority before the rest of the claim, the part of the total asking price which corresponds to the price invoiced by Woodlink. Woodlink declares acceptance of the assignment now.

(8) If the reserved items get mixed, combined or blended with other goods in an inseparable way, Woodlink obtains co-ownership of the new standard item at a share which corresponds to the value of its reserved items in relation to the value of the mixed goods at the time of mixing, blending or combination. The new item is considered as reserved item.

(9) If Woodlink's ownership expires through processing, combining or mixing, it is being agreed upon now that the client's co-ownership of the new standard item is transferred to Woodlink in the scope of the invoice value of the reserved items. Woodlink accepts this transfer. The client stores the new standard item for Woodlink at no cost. Co-ownership of this item is considered as reserved item in the preceding sense.

(10) If the reserved item is integrated on a piece of land, the client assigns his claims for remuneration amounting to the value of the reserved item with all auxiliary rights including a right to grant a claim-securing mortgage arising against the owner of the piece of land as a result of the integration. Woodlink declares acceptance of the assignment.

(11) Even after the assignment until cancellation, the client is entitled to collect the outstanding money on his behalf and on our account. Woodlink will not object the entitlement and not collect the outstanding money directly as long as the client conducts himself as per the contract and discloses the proceeds received and pays us. We will disclose the assignment externally and collect the outstanding amounts ourselves as soon as the client defaults payment, an application to institute insolvency proceedings on the assets of the client was made or the client has stopped payment.

(12) The client is obligated to give us all the documents or information in his possession which are necessary or useful for the implementation of the claims assigned to Woodlink.

(13) If the client neglects his duties (duty to pay, duty to take care, duty to disclose etc.), we are entitled to take back the reserved item and withdraw from the contract after unsuccessful lapse of an appropriate period for service. If there is no obligation to set a deadline with refusal to accept performance, we are entitled to this right even without setting of a deadline. In case of taking back and/or assertion of reservation of title or the attachment of reserved items by us, there will be no withdrawal from the contract as long as we haven't declared this expressly and in writing.

8. Assignment exemption and contractual exclusion of set-off

(1) All rights which the client has obtained vis-à-vis Woodlink from the purchase agreements and their implementation can only be transferred to third parties if we have consented to the transfer previously in writing.

(2) The client is only entitled to off-set if his counter claims are legally determined, uncontested or recognised by us. He is entitled to a right of retention only to the extent that his counter claim is based on the same contractual relationship and is legally determined, uncontested or recognised by us.

9. Duty of scrutiny and inspection

(1) Any complaints regarding material defects or complaints due to wrong quantities must be reported to us within 8 days after receipt of the delivery of goods; the report must be done in writing describing the detected defects. Besides, the regulations of § 377 of the Code of Commercial Law apply.

(2) In case delivery is agreed upon at Woodlink's risk deviating from these general terms and conditions, the client has to prepare written claims assessment with the collaboration of the transporter/forwarder prior to accepting visibly damaged consignments and in the cases in which after acceptance damages in transit become visible. The client is obligated to hand out this claims assessment and all explanations and original documents (bill of consignment, etc) that are necessary for assertion.

10. Material defects, limitation of claims for defects

(1) The client's claims due to material defects become time barred in a year calculated as from the risk transfer. If the client is a consumer in the sense of § 13 of the German Civil Code contrary to the will of Woodlink to conclude contracts exclusively with entrepreneurs, legal bodies of public law or special fund under public law, then the statutory period of limitation applies.

(2) In case of defects of the delivered goods, Woodlink warrants through an appropriate price reduction, free rectification of defects or replacement. If rectification of defects fails or in case of faulty replacement, the client can demand abatement. If the parties cannot come to an agreement on the amount of price

reduction or the abatement, or if one of the parties declares the previous efforts to reach an agreement as failed, the regulation in section 14 takes effect.

(3) The client's claims for compensation due to material defects are excluded. This doesn't apply to malicious concealment of the defect, noncompliance to a guarantee of quality, injury to life, body, health or freedom and in case of intentional or grossly negligent breach of duty by Woodlink.

(4) Advanced claims against Woodlink or its assistants are excluded if nothing else arises from section 11 ("limitation of liability").

11. Limitation of liability and exclusion of liability

(1) The client's compensation claims, regardless due to which legal grounds, particularly due to breach of duty from contractual obligation and unauthorised action are excluded.

(2) This doesn't apply if liability is imperative e.g. according to the product liability law, in cases of intent, gross negligence, due to injury to life, body or health or due to breach of essential contractual duties (cardinal duties). The compensation claim for breach of essential contractual duties is however limited to the contractually anticipated, predictable damages as long as there is no intent or gross negligence or one is liable due to injury of life, body or health. A change of evidence to the detriment of the buyer is not connected with the preceding regulations.

(3) If the damage is covered by insurance effected by the client for the respective loss (excluding insurance for a specified amount), Woodlink is only liable for any disadvantages of the client connected with it (e.g. increased insurance premiums due to damage; interest loss for intermediate financing, etc.). The same applies for damages which were caused due to a defect in the delivered goods.

(4) Regardless of a fault, any liability of Woodlink in the case of malicious concealment of the defect and according to the product liability law remains unaffected by this limitation of liability.

(5) The personal liability of our legal representatives, assistants and employees for any damages caused due to slight negligence is excluded.

12. Data protection

(1) Woodlink is entitled to handle the client's data received in connection with the business relationship, regardless of whether they come from the client himself or from third parties, for its own purposes in accordance with the Federal Data Protection Act.

(2) Claims for compensation due to dealing with such data – with exception of liability as per section "11 limitation of liability" – are excluded.

13. Foreign contracts

If the client is located abroad, it is considered as agreed upon that in case of default in payment, all judicial and extrajudicial prosecution costs will be borne by the client and/or refunded to Woodlink if they don't exceed the respective statutory fee limit, irrespective of a judicial decision on who is to bear the costs.

14. Arbitrage

(1) If an amicable agreement regarding a price reduction (abatement as per section 10 paragraph 2) cannot be reached, an arbitrage will take place (place/legal venue: Hamburg). Naming his selected arbiter, the operating party has to request the opposing party in writing to appoint an arbiter within an appropriate period. A period of one week is considered appropriate. By setting a period that is too short, an appropriate period will be set. Upon unsuccessful lapse of the period, the arbiter from the Hamburg Chamber of Commerce will be appointed on request of the operating party. The appointment of the arbiters is only done in good time if the notification of the operating party is received within the allowed period. The arbiter must have his residence in the Federal Republic of Germany. The appointment of an arbiter who doesn't meet this condition is ineffective.

(2) An arbiter can be rejected on the same grounds and under the same conditions which entitle rejection of a judge. The rejection can also occur if the arbiter is tardy in the fulfilment of his duties. Rejection petitions are to be directed to the Hamburg Chamber of Commerce. It will make a decision after interrogating the involved parties. Upon conclusion of these proceedings, the parties are subject to the legal process specified in § 1037 of the Code of Civil Procedure. In case of an arbiter's tardiness, Hamburg Chamber of Commerce has to appoint a substitute arbiter.

(3) If the arbiters cannot reach an agreement, they have to appoint a representative. If an agreement regarding the representative cannot be reached, the Hamburg Chamber of Commerce is to be requested to appoint one. The representative will talk to the arbiters and make a decision together with them. If an agreement cannot be reached, the decision has to be made through a majority vote. The decision is to be given in writing and it is to be signed by all arbiters.

(4) The arbitrage decides about the costs and share of the costs for each party in accordance with the preceding regulations.

(5) Each party can go to court for execution/enforcement of the arbiters' decision.

15. Miscellaneous

(1) Exclusive legal venue for disputes arising from this contract regulated by these general terms and conditions is Hamburg. Woodlink however remains entitled to sue the client at his general legal venue.

(2) For all legal relationships between Woodlink and the client, German material law applies with the exclusion of CISG.

(3) If a clause of these general terms and conditions is void or ineffective, the validity of the rest of the clauses shall remain unaffected.