

Terms and Conditions of Delivery and Payment

1. Applicability

The following terms and conditions shall govern the business relationships between Blickle Castors (Taicang) Co., Ltd. (hereinafter referred to as "Blickle") and the Customer to the exclusion of all other terms and conditions of business. Agreements amending or supplementing these terms and conditions, side agreements as well as the Customer's terms and conditions shall only be valid if they have been confirmed by Blickle in writing. Commercial agents and sales representatives may not make or accept binding statements on behalf of Blickle.

2. Offers, documents

The offers of Blickle are not binding. Technical data in brochures, catalogues, printed matter, advertisements, circulars and price lists represent the status at the time of printing and are approximations. The documentations comprised by the offers do not constitute a warranty of quality or of durability. They merely serve to present a general idea of the products and services described therein, and may not be passed to third parties.

3. Orders

All orders from the Customer are binding on the Customer. Blickle is bound only by the written confirmation of Blickle.

4. Prices and payment

All prices shall apply ex works Blickle Castors (Taicang) Co., Ltd. situated in Taicang, Jiangsu and are including Blickle standard packaging, excluding postage, carriage and insurance. Once 3 months have expired, the price for all contracts may be amended. Payment is to be made into the designated accounts of Blickle 100% in advance or as otherwise stipulated in the Blickle order confirmation. The amount actually credited to the account of Blickle shall be regarded as the sum paid.

5. Short deliveries

In case of special designs, deviations in quantities of up to 10% shall be permitted for each delivery.

6. Reservation of title

Blickle shall reserve the ownership and title to the supplied goods until the purchase price has been completely paid. However in a commercial transaction the reservation of title shall only expire if all claims against the Customer under the business relationship have been settled. If the goods are further processed or combined with other goods Blickle shall acquire a co-ownership share equal to the value of the goods. If the Customer is a dealer, the Customer may sell the goods subject to reservation of title by means of a sales transaction. The Customer is not allowed to dispose of the goods otherwise. The Customer shall assign the accounts to which the Customer is entitled

from a resale to Blickle in advance up to the amount of the invoice for the goods subject to reservation of title. The Customer shall be authorized to collect the assigned accounts. At the request of Blickle the Customer shall have to notify the Customer's debtors of the assignment. The Customer's authorization to dispose of the goods subject to reservation of title and to collect the assigned accounts shall expire in the event of non-compliance with the terms and conditions of payment, if the Customer stops making payments as well as in cases in which drafts and cheques are protested. In such cases Blickle shall be entitled to take possession of the goods subject to reservation of title. The costs incurred as a result of this shall be borne by the Customer. The Customer has to notify Blickle straight away of impending and completed third party seizures of the goods subject to reservation of title or on the assigned accounts. The costs of interventions, including but not limited to attorney fees, investigation fees, notary fees and travelling fees, shall be borne by the Customer. If the value of the securities provided to Blickle exceeds the accounts by a total of more than 20% Blickle shall be obliged to release the above-named securities at the Customer's request.

7. Delivery dates, default

If Blickle are prevented from rendering its products and services on time by unforeseeable events or by events for which Blickle is not to blame, and such events are unavoidable if reasonable care is taken, the period allowed for performance shall be extended as appropriate. In such cases new deadlines are to be agreed by mutual consent. The delivery period shall begin when the written order confirmation of Blickle is sent out, but not, however, before any agreed advance payments have been received, all the documents required to carry out the order have been furnished and all technical details have been clarified. The Customer shall be obliged to fulfill all preconditions incumbent upon the Customer for the transactions to be carried out on time. The agreed delivery dates shall be regarded as having been complied with once Blickle has stated the willingness to render the service.

8. Transport, transition of risk

Any and all risk shall pass over to the Customer at the latest once the goods leave the premises of Blickle. This shall also apply when dispatch is carried out with Blickle's means of transport. If dispatch is delayed for reasons outside of Blickle's responsibility, any and all risk shall consequently pass to the Customer from the day on which Blickle is ready to dispatch. Should the Customer not take delivery of the items to be supplied immediately once the Customer has been notified that they are ready for dispatch, Blickle shall, if possible, put them into storage for the Customer at the

Customer's risk. Storage of the goods shall not release the Customer from any payment duty, which shall materialize at the point in time at which the goods are made available.

9. Requirement to inspect and give notice of a defect

The Customer shall inspect the goods immediately upon delivery and give notice in writing of defects within 7 days of receipt of goods or rendering of a service. If complaints or defects are not notified on time, goods and services shall be deemed to be approved. The Customer shall notify Blickle of any hidden defects within 7 days of their discovery at the latest.

10. Limited Warranty, liability for defects

Subject to standard manufacturing variations, Blickle warrants that the goods furnished hereunder shall be free from defects in workmanship and materials from their date of shipment for up to two (2) years after the date of original purchase provided they are not used in any application or manner not specified or recommended by Blickle or otherwise misused or abused. The warranty includes quality problems caused by Blickle's material or manufacturing process. Normal wear and tear is not covered under this limited warranty.

The warranty excludes all damages or defects which are caused due to improper usage by the customer such as overloading, modification, misuse or wrong installation. Damages are also excluded from the warranty in case the real operating conditions of the products differ to the operating conditions stated by the customer to Blickle during the time of product specification. In case the customer specifies and selects a Blickle product without consulting Blickle, the customer is solely responsible for the usability; any kind of damages are excluded from the Blickle warranty.

In case the customer is claiming a warranty complaint, it is the duty of the customer to send the complained product to Blickle as well as to inform Blickle about the exact operating conditions. After receipt of the complained product and operating information, it shall be the duty of Blickle to investigate the complaint and to provide the customer an official statement derived by the Blickle Quality Assurance Department of the mother company Blickle Räder+Rollen GmbH u. Co. KG in 72348 Rosenfeld, Germany.

If the goods are confirmed to be defective by the Blickle Quality Assurance Department under the scope of warranty mentioned above, the Customer shall consequently be entitled to a repair or to the supply of a replacement. Blickle shall be entitled to refuse to carry out a repair or to supply a replacement if this would entail disproportionately high costs.

If it has not been possible to rectify the

defect at a second attempt, the Customer may cancel the purchase or reduce the purchase price and demand compensation for damages in accordance with Item 11. The Customer's claims based on the liability of Blickle for defects shall lapse if the Customer does not allow Blickle the necessary time and opportunity to rectify the defect within normal business hours. The warranty shall lapse if defects occur as a result of tampering by non-authorized parties. The warranty stated above shall only cover the scale and costs which would arise if the purchased item had been taken to the Customer's place of residence or business premises. If Blickle's expenses are increased as a result of the purchased item having been taken to another location, the Customer shall bear these additional costs.

11. Other compensation claims for damages

The Customer shall not be entitled to any other compensation claims for damages against Blickle and against Blickle's assistants, in particular any claim for the compensation of damages not actually incurred by the supplied item itself.

12. Cancellation of Customer orders/ return of goods

In case the Customer would like to cancel an order to Blickle, which has already been confirmed by both parties, the order can be cancelled only and by written confirmation of Blickle. For such cases Blickle has the right to charge the customer an amount which corresponds to the efforts Blickle and its mother company Blickle Räder+Rollen GmbH u. Co. KG have already made to manufacture and process this order. In case the payment for this order has already been received by Blickle, Blickle owns the right to settle the costs caused by the manufacturing and processing of the order with the payment received by Blickle. In case the payment for this order has not yet been received by Blickle, the Customer obliges to pay the amount equaling the costs for manufacturing and processing, which is stipulated by Blickle, to the Blickle bank account within 20 days.

13. Validity clause

If individual provisions of these terms and conditions are or become invalid, the remaining agreements shall not be affected as a result.

14. Place of jurisdiction, applicable law

Any dispute arising from any business relationship between Blickle and the customer, directly or indirectly, shall be submitted to the People's Court of the place where Blickle locates. These terms and conditions shall be governed by the law of the People's Republic of China.

Blickle Castors (Taicang) Co., Ltd.