

GENERAL TERMS OF DELIVERY OF NIDEC GRAESSNER AUSTRIA GMBH

1. General

1.1 These General Terms of Delivery apply to all services of Nidec Graessner Austria GmbH (hereinafter called "Nidec Graessner Austria"), unless explicitly agreed otherwise in writing. These General Terms of Delivery are an essential part of each offer and any contract concluded with Nidec Graessner Austria.

1.2 The buyer agrees that also in the case of using his own terms and conditions, Nidec Graessner Austria's Terms of Delivery shall govern, even if the buyer's conditions remain unchallenged. Nidec Graessner Austria's contract fulfillment actions insofar shall not constitute consent to the contract terms deviating from these Terms of Delivery.

1.3 General terms and conditions of any kind that are in conflict with these Terms of Delivery apply only insofar as they have been confirmed in writing by Nidec Graessner Austria.

2. Offer and Conclusion of Contract

2.1 Nidec Graessner Austria's cost estimates are non-binding and do not include any order acceptance obligation.

2.2 A contract shall only become legally binding for Nidec Graessner Austria if Nidec Graessner Austria has provided a written acceptance. Commitments given by sales representatives or agents are non-binding. Performance actions of sales representatives or agents also do not lead to an order acceptance.

2.3 Objectively justified and appropriate changes in Nidec Graessner Austria's performance or delivery obligation, in particular, appropriate delays in delivery are considered as approved in advance.

2.4 All information and data contained in brochures, drawings, illustrations and descriptions about the products and their appearance are only non-binding estimates. Nidec Graessner Austria reserves the right of technical or formal amendments and adjustments.

2.5 All illustrations, technical documentation, calculations and other proposal documents shall remain the intellectual property of Nidec Graessner Austria and may not be used elsewhere.

2.6 If the buyer is provided with a consultation service by Nidec Graessner Austria, it does not automatically constitute a consultation contract. Data and information in terms of product suitability and product usage, technical data or other consultations are non-binding and do not relieve the buyer of his obligation, to carry out surveys himself in terms of suitability of the delivered goods for the intended procedures and purposes as well as potentially existing rights of third parties. Nidec Graessner Austria is not obligated in so far to carry out testing and issue any product warnings.

3. Prices

3.1 Nidec Graessner Austria's prices shall be determined in accordance with each respective offer and apply only to each individual order and duration of any agreed delivery deadline. If the confirmed delivery dates are delayed due to reasons which are not Nidec Graessner Austria's fault, Nidec Graessner Austria reserves the right to increase prices.

3.2 Unless otherwise explicitly noted, all of Nidec Graessner Austria's prices quoted are net prices, excluding all taxes and fees from Nidec Graessner Austria's warehouse in Vienna without packaging, loading, transportation, insurance and disposal. The buyer bears all additional costs associated with the purchase contract.

3.3 If costs, particularly wage costs and/or procurement costs for the materials to be used, are changed between the time of contract conclusion and rendering of service, whether this be by virtue of the law, ordinance, collective agreement, bylaw, official recommendation, other official measures, or due to changes in world market prices, the affected prices are increased or decreased accordingly unless less than three months have passed between order placement and performance execution.

4. Terms of Payment

4.1 Performance place for payments is Nidec Graessner Austria's company headquarters in Vienna. All payments with debt-discharging effect are to be made exclusively to an account designated by Nidec Graessner Austria. The amount credited on this account is the decisive factor in terms of timeliness of payment.

4.2 If delays arise during execution of service, Nidec Graessner Austria is entitled to issue invoices for services provided so far, and makes these payable.

4.3 The discounts or bonuses granted to the customer do not apply in the event of payment default and, regardless of durations, the entire

outstanding amount becomes due immediately. In the event of payment default, Nidec Graessner Austria is also entitled to only perform services against advance payment for services that have not yet been performed, request the provision of security or withdraw from the contract without setting a grace period and also demand compensation for damages due to non-performance.

4.4 If the invoiced currency for export contracts is devalued between contract conclusion and payment, it shall be agreed that the extent of this devaluation will be borne by the buyer.

4.5 The offsetting against counterclaims or withholding of payments by the buyer – regardless of reasons – is not permitted unless a specific agreement has been made.

5. Delivery

5.1 Unless otherwise agreed, the place of performance for deliveries shall be Nidec Graessner Austria's warehouse in Vienna. The collector is exclusively responsible to protect the packaged goods and ensure secure transport. It is the buyer's responsibility to gather all verification documents himself, required for the export and/or import of the goods and if applicable, for the transit through each individual country.

5.2 Delivery time specifications are always non-binding, unless fixed deadlines have been explicitly stipulated in writing. The delivery period shall commence as soon as the order has been dispatched, but not before all technical and contractual details have been clarified, all obligations have been fulfilled and the legal basis for execution has been created by the buyer. In case of an agreed order amendment, Nidec Graessner Austria is entitled to re-determine the period of delivery. Compliance with the delivery schedule shall be subject to correct and timely self-delivery. Nidec Graessner Austria agrees to notify the buyer at the earliest possible time of any foreseeable delays.

5.3 The delivery period is considered as being complied with, if the item has left Nidec Graessner Austria's warehouse prior to the delivery period deadline, or if readiness for delivery has been advised to the buyer.

5.4 If the start of the performance execution or the actual performance execution is delayed, and if this delay is not a result of circumstances caused by Nidec Graessner Austria, the delivery periods and deadlines are extended in each individual case by a period that matches the duration of these circumstances. This particularly applies in the events of force majeure and other delays that are beyond anyone's control (e.g. fire, strike, embargo, lack of transportation, transport and customs clearance delays, transport damage, energy shortages and lack of raw materials). These circumstances also result to an extension of the delivery period if they arise with a subcontractor. In such cases, Nidec Graessner Austria is entitled to withdraw from the contract without being obliged to pay any compensation and this also applies to subsequent deliveries that have not yet become payable. The additional costs accrued due to the delays are to be borne by the buyer, if the circumstances that caused the delays are not Nidec Graessner Austria's fault.

5.5 If the buyer does not eliminate the circumstances that have led to the delay within an appropriate time frame set by Nidec Graessner Austria, the latter is entitled to use all materials already procured for other purposes instead of the actual intended purpose. If the performance is resumed, all periods and deadlines are also extended by the time frame required to replace these products that have been used for other purposes in the meantime.

5.6 If the delivery period is exceeded by more than 8 weeks, the buyer is entitled to withdraw from the contract by sending a registered letter, after a 14-day extension period had been granted.

5.7 Packaging material is not taken back and disposed by Nidec Graessner Austria. It is the buyer's responsibility to comply with the disposal regulations valid in his country of destination. Any costs associated with packaging disposal and the goods are to be borne by the buyer.

5.8 The customer is obliged to accept the contractual item or parts thereof – even before an agreed delivery period – with debt-discharging effect.

6. Passing of Risk and Default of Acceptance

6.1 Regardless of the place of performance and price setting agreed, benefit and risk are passed over to the buyer in any case by Nidec Graessner Austria's notification stating that the goods are ready for dispatch – or in the absence thereof – at the time the goods are picked up

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from Nidec Graessner Austria's warehouse in Vienna, provided that no different pick-up location has been agreed upon.

6.2 In case of an acceptance default – notwithstanding any other claims – Nidec Graessner Austria is also entitled, at its discretion, to either send the contractual item on behalf and on buyer's expense, or store it on behalf and on buyer's account.

7. Retention of Title

7.1 The delivered items remain Nidec Graessner Austria's property until full payment of the purchase price (including VAT, default interest and charges). In the event of processing or combining the object of purchase, co-ownership is created based on value percentages at the time of the processing or combining. If the customer is not the (co-)owner of the main item, he herewith assigns all claims against the owner of the main item in order to secure Nidec Graessner Austria's claims.

7.2 Nidec Graessner Austria is entitled to suitably and clearly mark the delivered items as his own property in an appropriate manner on buyer's expense. It is the buyer's responsibility to store the purchased items in proper condition during the duration of the retention of title.

7.3 Furthermore, Nidec Graessner Austria also retains ownership of all items delivered to the customer until all claims he is entitled to, have been fulfilled – including interest, expenses and costs.

7.4 As long as the retention of title exists, the delivered items cannot be sold, pledged, assigned as collateral, procured or otherwise relinquished. In the event of a disposition of the object of purchase, the purchase price claim is already considered as being assigned to Nidec Graessner Austria and Nidec Graessner Austria is entitled at any time to inform the garnishee about the assignment.

7.5 A product return by Nidec Graessner Austria shall not be considered as a withdrawal from the contract. The buyer approves such an intervention which means that actions of trespass are excluded. All of Nidec Graessner Austria's rights arising from the legal transaction, including the right to demand damage compensation for non-fulfillment, continue to exist.

8. Warranty

8.1 The warranty period lasts for 6 months and commences after the risk has been passed over to the buyer.

8.2 The delivered goods have to be instantly examined by the buyer upon receipt. Immediately observed defects or incorrect deliveries, under exclusion of any other claims, must be recorded in detail on the delivery or consignment note. If an immediate examination is not possible upon acceptance, it has to be noted on the delivery or consignment note under exclusion of any other claims. The buyer must immediately examine the purchased item and report any defects right away, but no later than 5 working days after delivery of the purchased item. Hidden defects are to be reported immediately after their detection by a registered letter stating the type and scope of the defect, under exclusion of any other claims. If a defect complaint is not lodged at all or not on time, the rendered service is considered as approved. Notwithstanding § 924 of the Austrian Civil Code (ABGB), the buyer must prove that the defect already existed at the time the service performed was handed over.

8.3 Nidec Graessner Austria's warranty duty is limited, at its discretion, to improve or replace the defective parts or to grant a price reduction. Nidec Graessner Austria is only obliged to remedy defects if the customer has completely fulfilled his payment obligations. Assembly costs or other occurring expenses of the buyer are not replaced.

8.4 The right of recourse in accordance with § 933b of the Austrian Civil Code (ABGB) shall become statute-barred 2 years from the date when the risk was passed over to the buyer.

9. Compensation

9.1 Nidec Graessner Austria shall not be liable for any gross negligence. Furthermore, Nidec Graessner Austria is not liable for consequential damages and lost profit.

9.2 The complete and timely investigation and notification upon observation of the damage are a prerequisite for compensation claims against Nidec Graessner Austria, in accordance with item 8.2

9.3 The buyer shall initially only be entitled to an improvement or replacement by way of compensation; only if both of these are impossible

or if these actions require unreasonable effort, the buyer shall be immediately authorized to ask for monetary compensation.

9.4 It is the buyer's responsibility to furnish proof in terms of cause, illegality and fault.

9.5 All claims for compensation shall become time-barred after 6 months beginning on the date the damage was discovered, in any case two years after risk has been passed over.

10. Product Liability

10.1 Any recourse claims under product liability raised by the buyer or a third parties against Nidec Graessner Austria, are excluded. The buyer assures to include this liability limitation in all agreements with contractors, to obligate them to impose it further on and to also ensure that Nidec Graessner Austria will be exempted from any such liabilities against companies.

10.2 Compensation claims expire 5 years after the initial lodging date. The buyer must legally impose this deadline to his own customers.

10.3 Claims for compensation only exist insofar as the buyer is able to prove that the defect was already present before the item was marketed by the supplier.

10.4 According to the PHG (Product Liability Act), Nidec Graessner Austria is furthermore not liable for any damages caused by non-observance of assembly instructions and/or instructions for use as well as safety guidelines or breach of any legal or other standards or guidelines.

11. Place of Jurisdiction and Governing Law

11.1 The place of jurisdiction for any disputes arising from a contractual relationship in which Nidec Graessner Austria is involved as a contractual partner, the court in Vienna shall exclusively be the competent court for this purpose, provided that either no other place of jurisdiction is compellingly prescribed by law or is not required for an effective enforcement against the buyer. Nidec Graessner Austria is also entitled to sue the buyer at the competent court of the buyer's place of business or residence.

11.2 The contracting parties agree upon the exclusive applicability of Austrian Law. The contract language is German.

12. Miscellaneous

12.1 Unless nothing has been explicitly agreed otherwise, the place of performance for deliveries shall be Nidec Graessner Austria's headquarters in Vienna.

12.2 The data of the buyer are automatically processed for the purpose of contract handling and, if necessary, are transmitted to third parties who are in business relationship with Nidec Graessner Austria. The buyer herewith expresses his consent. Nidec Graessner Austria will treat the data accordingly in compliance with the Data Protection Act.

12.3 If individual provisions of these General Terms of Delivery shall be or become entirely or partially void or invalid, the validity of the remaining clauses shall not be affected. It is agreed that the invalid provision shall be replaced in a legally permissible way by a provision that comes economically closest to the one previously agreed upon.

12.4 All agreements, subsequent modifications, amendments, subsidiary agreements, etc. have to be made in writing. This also applies to deviations from the written form requirement.

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