

**General Delivery Conditions
of Lust Antriebstechnik GmbH for Commercial Transactions in Germany
and EU Countries**

The "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" from the Zentralverband der Deutschen Elektroindustrie (ZVEI) – Version January 2002 – shall apply to all deliveries from Lust Antriebstechnik GmbH, unless otherwise agreed in the following.

III. Retention of Title

1. Items pertaining to the deliveries (retained goods) shall remain the property of LUST ("Supplier") until each and every claim the Supplier has against the Purchaser on account of the business connection has been fulfilled. If the combined value of the security interests of the Supplier exceeds the value of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security interest if so requested by the Purchaser.
2. For the duration of the retention of title, the Purchaser may not pledge the retained goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its Purchaser or makes the transfer of property to the Purchaser dependent upon the Purchaser fulfilling its obligation to effect payment.
3. a) If the Purchaser resells retained goods, the reseller hereby assigns the Supplier its future claims on account of the resale against its Purchasers with all ancillary rights – including any balance claims – as security, without the requirement of subsequent special declarations. If the retained goods are resold together with other items without a unit price having been negotiated for the retained goods, the Purchaser shall assign to the Supplier with priority over the remaining claim that part of the total claim that corresponds to the price of the retained goods as invoiced by the Supplier.

b) In the event of substantiation of a justified interest, the Purchaser shall furnish the Supplier with all of the information needed for the assertion of its rights against the Purchaser and the necessary documentation.

c) Until revocation, the Purchaser shall be entitled to collect the claims that have been assigned to the Supplier. If an important reason exists, in particular a delay in payment, a cessation of payment, opening of insolvency proceedings (bankruptcy, composition, or full execution), protest, or if comparable justified aspects are given that indicate an inability of the Purchaser to pay, the Supplier shall be entitled to revoke the Purchaser's right to collect the claims. Moreover, the Supplier shall also be entitled, after previous warning of disclosure of the assignments or utilization of the assigned claims and after a reasonable period has expired, to disclose the assignments, use the assigned claims, or to demand that the Purchaser disclose the assignment to the Purchaser.
4. a) The Purchaser shall be permitted to process, convert, or combine the retained goods with other items. The processing, conversion, or combination shall be done for the Supplier. The Purchaser shall handle the new item for the Supplier with due care. The processed, converted, or combined item shall be considered as retained goods.

b) In case of processing, conversion, or combination with other items that are not the property of the Supplier, the Supplier shall be entitled to co-ownership of the new item

the processed, converted, or combined retained goods and the value of the remaining processed goods at the time of processing, conversion, or combination. If the Purchaser acquires sole ownership of the new item, the Supplier and Purchaser agree that the Purchaser shall grant to Supplier co-ownership to the new item created by means of the processing, conversion, or combination proportionately based on the relationship between the value of the processed, converted, or combined retained goods and the remaining processed, converted, or combined goods at the time of processing, conversion, or combination.

c) If the new item is sold, the Purchaser hereby assigns to Supplier its claims on account of the resale against the Purchaser with all ancillary rights, without the requirement of subsequent special declarations. However, this assignment shall be valid only in the amount that corresponds to the value invoiced by the Supplier for the processed, converted, or combined retained goods. That portion of the claim assigned to the Supplier shall have priority. Section 3c shall apply accordingly with respect to the authorization to collect the claims as well as the conditions for its revocation.

d) If the retained goods are combined with real estate or movable property by the Purchaser, the Purchaser hereby assigns its claims to which it is entitled as compensation for the combination and all ancillary rights to the Supplier without the requirement of further special declaration in the amount of the relationship between the value of the combined retained goods and the remaining combined goods at the time of the combination.

5. The Purchaser shall inform the Supplier forthwith of any seizure or other act of intervention by third parties.
6. If the Purchaser fails to fulfill important contractual obligations through negligence, in particular failure to make payment, Supplier shall be entitled to cancel the contract and take back the retained goods after a warning. The Purchaser shall be obligated to surrender the retained goods. The taking back of or goods or assertion of the right of retention or the seizure of the delivery items by the Supplier shall not constitute a withdrawal from the contract unless expressly stated by the Supplier. The Supplier shall be entitled after previous warning to make use of the re-acquired retained goods and to settle outstanding claims with the proceeds.