

Hutter - General Terms of Delivery and Conditions of Payment

I Scope of Validity

All orders placed with us now or in future shall exclusively be governed by these General Conditions even if Customer's orders should contain different conditions. Such conditions, irrespective of the time at which they reach us, are expressly opposed hereby.

II. Offer; Order Confirmation

1. Our offers are subject to alterations. Documents, such as brochures, prospectus material, illustrations etc., if any, surrendered along with our offer, only contain approximate data and descriptions.

2. Contracts shall be deemed adopted by our written order confirmation the contents of which shall be conclusive. All changes or subsidiary agreements shall be in writing. We are reserving ourselves the right to make technical alterations, especially in case of a manufacture according to Customer's specifications.

III. Prices and Payment

1. Unless regulated otherwise pursuant to clause 2 hereof, our prices are ex factory or ex warehouse prices plus applicable VAT and plus packaging, shipment and insurance.

2. In respect of orders execution of which requires more than four months, we are reserving ourselves the right to adjust our prices to changing circumstances. Changes, in particular, manufactures according to Customer's specifications, carried out upon Customer's request after our order confirmation, will be separately charged on the basis of our cost rates. The latter condition will also apply to print orders for sketches, drafts, sampling theorems, samples, copy-proofs and the like preliminary work requested by Customer.

3. Orders from abroad are only payable by payment in advance. All fees of exchange and discount shall in any case be borne by Customer. We are authorized in respect of individual game adaptations to charge 50% upon order placement; 50% upon delivery.

4. Offset or retention of payments on the grounds of counter-claims denied by us or not stated by declaratory judgement, are not permissive. This condition shall not apply to rights to refuse performance arising out of the same contract.

5. In case of defaulted payment on the part of Customer or in the event of a substantial deterioration of his credit standing, all claims shall be due for immediate payment. Moreover, in those cases we have the right to demand advance payments or the provision of security, or, alternatively, to withdraw from all pending contracts after an adequate grace period.

IV. Delivery and Transfer of Risk

1. The quotation of a time of delivery is not binding. A binding delivery term is deemed agreed only if confirmed by us in writing. It shall commence on the date of our order confirmation or, alternatively, on the day, at the earliest, on which the order completely clarified especially in technical respects, including all items/documents required for the execution thereof, is available, and if a down-payment, if agreed, has been received by us. If changes in the order are desired by Customer after our order confirmation, the time for delivery is extended accordingly, provided that we consent to the changes desired.

2. A binding time for delivery shall be deemed to have been complied with if the merchandise is dispatched within the scheduled term to Customer or his vicarious agent. Observance of any scheduled delivery time requires prompt and proper discharge of Customer's contractual obligations.

3. The time of delivery shall be adequately extended upon occurrence of events within the scope of industrial disputes, especially strikes or lockouts, or upon occurrence of unforeseeable events beyond our control, provided that such events can be proved to have substantial impact on the production or delivery of the items to be delivered. This condition shall also apply if such events occur with our suppliers.

4. Partial deliveries shall be permitted. Similarly, in respect of quantity deliveries we are authorized to supply excess or short deliveries of up to 10% of the quantity confirmed.

5. The risk shall in any case pass to Customer upon departure of the merchandise from our premises. If upon Customer's request the shipment or delivery is delayed, or if Customer is in default of acceptance, the risk shall pass to him on the day he is notified that the merchandise is ready for shipment.

6. The return of merchandise is not permitted unless Customer is entitled to a statutory or contractual right of return. All exceptions to this provision, individually, shall require our previous approval as well as an agreement on the return conditions.

V. Retention of Title

1. The delivered merchandise shall remain our property until complete payment of all our claims pending within the scope of the business connections. Re-sale of the reserve merchandise to third parties shall require our approval. In the event of re-sale, Customer hereby assigns his claims to us.

2. Processing or transformation on the part of Customer shall always be on behalf of us being the manufacturers, with no obligations binding upon us being assumed. If our (co-)ownership right expires through compound, it shall be deemed agreed already now that Customer's (co-)ownership right to the unitary item is passed to us on a value-prorated basis (invoiced value).

3. Customer is not allowed to give in pledge or assign the reserve merchandise as a security. In case of third parties' recourse to the reserve merchandise, Customer shall notify us, without delay, accordingly. Customer is obliged to take out a policy against theft, damage, destruction or accidental loss (in particular, fire and water) of the reserve merchandise, and to furnish evidence in support thereof upon request.

4. If the value of all our security interests exceeds the amount of all our secured claims by at least 20%, we shall release a corresponding part of the security interests.

VI. Warranty and Indemnity

1. Customer is responsible for correctness and completeness of the documents/samples, of the measurements and other specifications communicated and any additional material (data carriers included) surrendered to us for execution of the order. Corresponding errors/mistakes that are Customer's responsibility are not suitable to substantiate a defective performance on our part. To that extent, we assume no checking obligation.

2. Minor deviations in terms of size, colour, rubber-coating and the like, that are customary in this trade, shall not be deemed a defect.

3. Apparent defects of our supply and/or performance shall be communicated without delay or within ten days at the latest from delivery. This provision shall apply to merchants also in case of hidden defects. No notification of defects made thereafter will be considered by us.

4. All defects correctly asserted will be remedied by us by subsequent compliance. We have the right of choice (except for purchases of consumable good) to effect subsequent compliance either by removal of the defect or by delivery of a faultless item. In case of failure to take remedial action within an

adequate time scheduled therefore, Customer has the right to withdraw from the contract or to demand an adequate price reduction/rebate.

5. All claims from defects of quality become statute-barred within twelve months from transfer of risk. This provision shall not apply if more extended time limits are stipulated by mandatory statutory provision (Act relating to buildings and items for buildings, building defects and purchases of consumable goods (claim of recourse)).

6. Customer's claims of recourse, if any, asserted against us pursuant to Article 478 BGB (German Civil Code) shall exist to the extent only that Customer has not made any arrangements with his buyers that exceed the statutory warranty claims.

7. Warranty is granted subject to professional treatment and maintenance of the merchandise supplied by us. No warranty will be assumed for damage caused by inappropriate use, faulty assembly or commissioning by Customer or third parties, natural wear, faulty or negligent treatment, unsuitable means of operation or replacement material. All warranty rights will become forfeited in case of changes or repair work inappropriately carried out by Customer or third parties without our previous approval.

8. All compensation claims on the part of Customer for whatever legal cause, in particular, on the grounds of non-compliance with contractual obligations or tortious acts, shall be excluded. This provision shall not apply to cases of aforethought or gross negligence, to cases of injury to life, body or health, to cases of liability pursuant to the Product Liability Act, to cases where we have assumed warranties, to cases of damage arising out of non-compliance with major contractual obligations or other cases of a statutory mandatory obligation. However, the liability for non-compliance with substantial contractual obligations is restricted to a compensation for contract-specific, foreseeable damage, unless aforethought or gross negligence have occurred or liability has been assumed for injury to life, body or health.

VII. Place of Jurisdiction and Venue; Place of Performance; Concluding Provisions

1. The place of jurisdiction for all legal disputes arising out of business relations with Customers being merchants, a corporate body under public law or a special fund under public law, and the place of performance shall be our registered place of business. This provision shall also apply if Customer does not have a general place of jurisdiction in the Federal Republic of Germany.

2. The judgement of the legal relationship to Customer shall be governed by German laws. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

3. Should a part of this Agreement or of these General Terms of Delivery and Conditions of Payment be invalid or non-enforceable, the validity of this Agreement or of these Conditions would not be affected thereby.