



Team - Satteltester

Analysetechnik im Pferdesport



SALES CONTRACT

This sales contract hereinafter, called "Contract" is entered into by and between

with offices at _____,

hereinafter called "Buyer", and

with offices at David Albrecht, Cetin Ekin GbR Ltd. (Team-Satteltester)
Schloßstrasse 52, D-86485 Markt, Germany,

hereinafter called "Supplier" as follows:

The parties agree that the Contract is concluded for the purpose of the acquisition of commercial goods. As basis of the sales contract both Buyer and Supplier agree to the conditions as laid down in the Contract. Supplier's general terms and conditions dated 21.04.2010 are also part of the Contract and are added in addendum to the Contract.

§ 1 Subject of the Contract

Subject of the contract is the delivery of in total one Satteltester system (s) each consisting of Sensor pad, electronics, radio module, associated software, briefing and manual.

§ 2 Period of Validity

The Contract shall enter into force on 10.10.2010 and shall end with the delivery of the goods. During this period only an extraordinary notice of cancellation is possible. In such cases a cancellation fee of 10% of the full purchase price will be charged by Supplier. Supplier will return all advance payments reduced by the cancellation fee to a bank account of Buyer's choice.

§ 3 Date of Delivery

The Supplier commits to supply the quantity of Satteltester as detailed in § 1 of the Contract within 8 weeks to the Buyer. The delivery time commences after receipt of the advance payment as detailed in § 5. The Supplier reserves himself a reasonable delivery delay and will inform the Buyer thereof in a timely manner.

§ 4 Prices and price agreements

The price of each Satteltester system is EUR 6700.00 and is valid for the entire duration of the Contract. All prices are net prices, exclusive of value added tax or sales tax.

§ 5 Terms of payment

With conclusion of the contract an advance payment of 30% of the total sales price is due. Buyer will transfer the payment a bank account as specified by the Supplier. The remaining 70% of the purchase price is due with the delivery of the goods. The Buyer



Team - Satteltester

Analysetechnik im Pferdesport



shall conduct all payments such as payments will be credited to Supplier's bank account within 14 days after receipt of the invoice. Banking fees have to be paid by the customer.

§ 6 Terms of delivery

The shipment will be free of charge within Germany. In all other cases all costs for shipment, tax and duty have to be paid by the Buyer. The Supplier reserves the right to deliver the goods in person. On such occasions, Buyers and Supplier will together check the correct condition of the delivered goods and confirm that in writing. If the Buyer is in default of acceptance, the Supplier is entitled to charge the resulting damages including any additional costs assumed to the Buyer.

The Supplier reserves the right to assert further claims. Effective from the time of default of acceptance, the risk of random deterioration and random destruction shall pass to the Buyer.

§ 7 Transfer of Risk

If the goods are shipped on Buyer's request then the risk of random deterioration and random destruction shall pass to the Buyer latest when the goods leave Supplier's offices or factory, irrespective of whether the consignment is dispatched from the place of fulfilment and of who bears the freight costs.

§ 8 Guarantee

The warranty rights of the client require that he/she has fulfilled his/her duties for examination and notification according to § 377, 378 HGB.

The Supplier guarantees the operational readiness of the manufactured / delivered goods against the agreed technical specifications. The guarantee period commences with the delivery acceptance and ends after a period of 2 years. The Supplier shall remedy arising defects at his own expense.

§ 9 Guarantee exceptions

The guarantee covers all material and production related defects with the exception of the following:

Each product, whose serial number was made unrecognizable, changed or removed. Any defect not due to wear and tear or failure or neglect by the Supplier including and without restriction:

- a) Accident, transport, omission, wrong use, abuse or any other fault of the Buyer, his employees, deputies or caused by third parties;
- b) Power loss or fluctuations of current, electric circuit, the air conditioning system, the air humidity automatic controller or other site conditions;
- c) abnormal operating conditions water and dust or the disregarding the instructions of the user manual;
- d) Acts of God/ force majeure, fire, flooding, war, acts of violence or similar events;



Team - Satteltester

Analysetechnik im Pferdesport



e) Faults within accessories or components connected to the system (independent of whether they were supplied by the Team-Satteltester or its representatives), which are not part of the product covered by this guarantee;

f) Any attempt to setup [calibrate?], modify, repair, install or maintain not conducted by an employee of the Team-Satteltester or by an authorized Team-Satteltester representative

All kinds of accessories such as cardboard boxes, carrying bags or batteries, as are used with the product.

The sensor PAD as the most sensitive component is explicitly exempted from the guarantee. The sensor PAD can be functionally impaired by inappropriate use, transportation or incorrect storage. Team-Satteltester cannot examine these circumstances at reasonable cost. Upon delivery both Supplier and Buyer will check the correct functionality of the system and confirm that in writing. A separate maintenance and repair contract can be agreed separately.

If any of the above should be applicable, Team-Satteltester reserves the rights to charge all acquired costs to the Buyer.

§ 10 Reservation of proprietary rights

- Team-Satteltester reserves the property proprietary rights to all goods delivered to customer until receipt of final and complete payment as contractually agreed. These conditions are valid also for all future deliveries, services or proposals to the Buyer, even if we do not expressly refer to them in any future commercial transactions. In the event of a breach of contract by the Buyer, especially a delay in payment, the Supplier is entitled to take back the goods.
- The Buyer is obliged to treat the purchased goods with due care until ownership has been transferred to him/her. He/she is obliged in particular to insure the goods at their replacement value against theft, fire and water damage at his/her own expense. If maintenance and inspection work has to be carried out, the Buyer must ensure that this is done in a timely manner at his own expense. As long as ownership has not been transferred, the client must notify the Supplier in writing without delay in the event that the delivered goods are seized or otherwise subjected to the intervention of any third party. Insofar as the third party is not able to reimburse the Supplier for court costs and extra-judicial costs of an action pursuant to § 771 ZPO, the Buyer shall be liable for any loss.
- The Buyer is entitled to resell the reserved goods in the course of normal business transactions. The Buyer herewith transfers to the Supplier the claims of the Buyer arising from the resale of the reserved goods up to the amount of the agreed final invoice total (including value added tax). This transfer applies irrespective of whether the purchased goods are resold before or after processing. The Buyer remains authorized to recover the claim even after the transfer. This does not affect the Supplier's own authority to recover the claim on their own. The Supplier will not recover the claim, however, as long as the Buyer meets his/her payment obligations



Team - Satteltester

Analysetechnik im Pferdesport



from the collected proceeds, is not in default of payment and in particular, as long as no application for the initiation of insolvency proceedings has been made and payments have not been suspended.

- The processing or transformation of the purchased goods by the Buyer is always done without consent of the Supplier unless a separate written agreement exists. In this case, the expectant right of the Buyer to the purchased goods / transformed article is continued. If the purchased goods are processed along with other items which do not belong to the Supplier, the Supplier will acquire co-ownership of the new item at the ratio of the objective value of the purchased goods to the other processed items at the time of processing. The same applies in the event of mixing. If mixing is done in such a manner that the goods provided by the Buyer can be regarded as the main article, it is considered as agreed that the Buyer will transfer co-ownership proportionately to the Supplier and preserve sole or co-ownership acquired in this way on behalf of the Supplier. As security against our claims against him, the Buyer shall also assign to the Supplier claims which he acquires vis-à-vis third parties as a result of the connection of the delivered goods to a property.
- The Supplier undertakes to release the security due to them on demand by the Buyer insofar as the realizable value of the security exceeds the claims to be secured by more than 20 %.

§ 11 Place of Fulfillment

Contractual place of delivery for both contracting parties is D-86485Markt.

§ 12 Liability

The liability of the Supplier is restricted to the amount of the Suppliers assets. The private assets of the partners are except from any liability claims.

§ 13 Place of Jurisdiction

Both parties agree to the place of jurisdiction as defined in the Supplier's general terms and conditions dated 21.4.2010 under chapter 11.4.

§ 14 Severability Clause

If parts or complete individual provisions of this contract are not valid or if they lose their legal validity later then this shall not affect the validity of the remaining contract. In this case, both parties undertake to replace the invalid provision by a valid one, which, as far as legally possible, comes closest to the economic purposes of the invalid provision, taking into account the interests of both parties which have been expressed in this contract.

§ 15 Written Agreements

No oral collateral agreements have been concluded; any additions to and amendments of this contract shall be invalid unless in writing.

§ 16 Addendum

As addendum to the Contract the Supplier's general terms and conditions dated 21.4.2010 are attached.



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§ 17 Agreed and jointly signed

.....,..... the....
(Place) (date)

.....
(Signature of the Buyer)

.....
(Signature of the Supplier)