

General Terms and Conditions

(as at 04/2002)

I. General Provisions

1. The written declarations made by both parties shall be decisive with regard to the scope of the goods or services. However, the General Terms and Conditions of the purchaser shall only apply where the supplier or service provider (hereinafter the supplier) has expressly agreed to them in writing.
2. The supplier shall retain unlimited rights of ownership and use under copyright law to quotations, drawings and other documents (hereinafter documents). The documents may only be made accessible to third parties following the prior consent of the supplier and are, if the order is not awarded to the supplier, to be returned to the latter without delay on request. Clauses 1 and 2 shall apply *mutatis mutandis* to the purchaser's documents; however, these may be made accessible to those third parties to which the supplier has permissibly assigned deliveries.
3. Partial deliveries are permissible where the purchaser considers them reasonable.
4. The General Terms and Conditions shall only apply to businesses and to legal entities incorporated under public law or a special fund established under public law.
5. The present General Terms and Conditions shall also apply to all future transactions with the purchaser.

II. Prices and Payment Conditions

1. Prices are ex works exclusive of packaging plus the sales tax applicable at the time.
2. Payments are to be made at no charge to the supplier's payments office.
3. The purchaser may only offset those claims which are undisputed or have become *res judicata* against payments.

III. Reservation of Title

1. The items supplied (reserved goods) shall remain the property of the supplier until all contractual claims have been fulfilled.
2. While the reservation of title exists, the purchaser may not pledge the goods or assign them as a security. Resale is only permitted to resellers in the normal course of business and only subject to the condition that the reseller obtains payment from its customer or makes the reservation that title will not pass to the customer until it has fulfilled its payment obligations.
3. In the event of attachments, seizures or other dispositions or actions by third parties, the purchaser must notify the supplier without delay.
4. In the event of any breaches of duty by the purchaser, in particular, in the event of any delay in payment, the supplier shall be entitled to withdraw and to take back its goods following the expiry (without success) of an appropriate grace period granted to the purchaser for payment; the statutory provisions on the dispensability of setting a grace period shall remain unaffected. The purchaser is obliged to surrender the goods.

IV. Deadlines for Delivery and Default

1. Compliance with deadlines for deliveries shall presuppose the prompt arrival of all documents, requisite approvals and releases, particularly plans to be supplied by the purchaser as well as compliance with the agreed payment conditions and other obligations on the part of the purchaser. If these conditions are not fulfilled on time, the deadlines shall be extended as appropriate; this shall not be the case if the supplier is responsible for the delay.
2. Should the non-compliance with deadlines be attributable to force majeure, the deadlines shall be extended as appropriate.
3. Should the supplier fall behind schedule, the purchaser may, providing it can produce evidence to the effect that it suffered a loss as a result, demand compensation of 0.5% per week behind schedule, up to a maximum of 5% of the price for the part of the delivery which could not be fulfilled because of the delay.
4. The purchaser may only withdraw from the contract under the statutory provisions if the delay in delivery is the fault of the supplier. There is no change in the burden of proof to the detriment of the purchaser associated with the above regulations.
5. The purchaser shall be obliged, at the request of the supplier, to declare within an appropriate period whether it will withdraw from the contract due the delay or insist on delivery.

V. Payment and Default

1. Invoices shall be issued as soon as the object of purchase has been provided for dispatch in whole or in part. All invoices are due within 30 days net.
2. Once the date for payment has expired, the customer shall be deemed to be in default of payment even where a reminder has not been issued. Subject to further claims, the supplier is entitled to charge default interest of 8% above the respective Bundesbank discount rate.

3. In the event of the customer defaulting on payments or serious doubts concerning the creditworthiness of the customer arising, the supplier may retain services, ask for normal banking collateral, demand advance payment or immediate cash payment or revoke agreed payment dates and, in the event of the purchaser being in default with the payments requested, may demand damages for non-fulfilment after setting an appropriate grace period or withdraw from the contract. In the event of a withdrawal, the supplier shall be entitled to repossess the object of the purchase and to enter the purchaser's premises for this purpose.
4. Rights of retention by the purchaser are excluded.

VI. Transfer of Risk

1. Even in the case of carriage paid delivery, risk will be transferred to the purchaser as follows:
 - a) for deliveries not requiring installation or assembly, when they have been brought to the shipping office or collected. On request by the purchaser and at its expense, the supplier will insure deliveries against normal transport risks.
 - b) for deliveries requiring installation or assembly, on the date of receipt at the purchaser's premises or, if agreed, after a problem-free trial run.
2. Should shipping, delivery, the start, execution of installation or assembly, acceptance at the purchaser's premises or the trial run is delayed for reasons for which the purchaser is responsible or the purchaser delays accepting for other reasons, the risk will pass to the purchaser

VII. Acceptance

1. Deliveries shall be accepted by the purchaser even if they show minor defects.

VIII. Warranty

1. The purchaser shall be obliged to check the goods for any deviations in quality or quantity within an appropriate period. Any complaint about an obvious defect is to be received by the supplier within a period of 5 working days. Notification of hidden defects is to be received by the supplier within 2 weeks from discovery of these defects.
2. The statutory warranty period of 24 months applies solely to consumers. If the purchaser is not a consumer, a warranty period of 12 months shall apply.
3. The decision as to whether a replacement or a repair shall be supplied rests with the supplier, as the latter is better able to decide on an individual basis which course of action is the most technically and economically viable.
4. In the event of an unjustified complaint on the part of the purchaser, the supplier is entitled to demand reimbursement of its expenditure from the purchaser.
5. The supplier is to be granted an appropriate period and opportunity to rectify any defects. If it is refused this, it will be released from the warranty in this respect.
6. The warranty does not extend to natural wear and tear or damage which occurs after risk is transferred as a consequence of incorrect or negligent use, excessive use, or unsuitable equipment or on the basis of particular external influences. Improper alterations or repairs carried out by the purchaser or third parties, or any consequences resulting therefrom, shall not be covered by the warranty.
7. No new period will begin to run following any repairs or replacements within the warranty period of 12 months. The original warranty period will continue.

IX. Protected Privileges

1. The supplier warrants that no industrial property rights or other third party rights will be violated in connection with its delivery.

X. Place of Jurisdiction

1. If the purchaser is a businessman or a legal entity incorporated under public law and it maintains its registered office in Germany, our registered office will be the place of jurisdiction.
2. If the purchaser's registered office is located abroad, all disputes arising from the contract or its validity will be decided by the ordinary jurisdiction. Our registered office will also be the place of jurisdiction in this case
3. The law of the Federal Republic of Germany shall apply exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

XI. Binding Force of the Contract

- Should individual provisions of these General Terms and Conditions or a provision as part of other agreements be or become ineffective, this will not affect the effectiveness of all other provisions or agreements.