

Sales and Delivery Terms

1. General

These business terms apply exclusively to all business. Any deviations must be agreed in writing. Any agreed deviations to individual terms have no effect on the remaining terms.

2. Offers

are always subject to change without notice even though not expressly stated.

3. Orders

are applicable only when we have accepted them and confirmed them in writing. This applies also to sales made through our representatives and agreements made with them. We are not liable for deviations or errors as a result of documentation submitted by the ordering party (drawings, samples or similar). Oral instructions with regard to design, dimensions and the like for custom fabrications require written confirmation. Required samples are generally only provided in exchange for payment. The illustrations, drawings, dimensions, weights and colour tones contained in catalogues, price lists and other printed materials are approximations. Trade-conventional tolerances for quantities, weights, piece counts and dimensions remain expressly reserved.

4. Prices

The calculated prices are net prices and always effective ex Ubstadt-Weiher Germany. If fixed prices have not been expressly agreed they will be calculated at the respective prices applicable for the day of delivery. In any case we shall be entitled, subsequent to price setting, to accommodate the following new situations with commensurate price changes to the extent that this is not in violation of legal stipulations:

4.1 newly introduced public charges or increased public charges to the extent these directly increase the cost of goods,

4.2 changes to applicable freight rates,

4.3 wage increases in excess of 10%,

4.4 the introduction of surcharges for materials in the wake of price increases.

Value added tax (VAT) will be calculated for net prices at the current lawful rate, itemized separately and added to net prices.

5. Delivery and shipping

are affected ex works at the risk of the recipient. This applies also for delivery made by plant-owned vehicles unless otherwise covered by special agreement. When not otherwise specified we shall select the most economical mode of transport. We shall obtain freight insurance covering damage of all types only when expressly requested. The cost of such insurance is to be borne by the purchaser. Even when delivered without charges for freight costs the risk of transport remains with the purchaser. Freight charges are levied at the rate for weight and package count as ascertained in the shipping department. The calculation of quantity discounts is dependent on the given order; for call-off-as-required orders, the given quantity is definitive.

6. Delivery lead-time

as agreed is considered to be approximate. The delivery period begins with the day the order confirmation is sent. The delivery period shall be appropriately extended in the event of unforeseen hindrances which, despite our reasonable care, could not be counteracted. The concept of „hindrance“ as used here could be, for example, acts of God, plant disruption, delay in the delivery of essential raw materials or the consequences of labour disputes.

7. Defect complaints

of any type are to be made in writing without delay, but no later than within a period of eight days after receipt of goods; for defects not immediately recognisable, immediately upon detection. In cases of timely submitted complaints which are justifiable we are obligated to make a replacement delivery free of charge, including the cost of transport (within the Federal Republic of Germany) and packaging but excluding any other demands or liability beyond this.

8. Payments

The terms for payment are net less 2% discount for payment made within 14 days of the invoice date, net price for payment made within 30 days of invoice date, and net less 3% for advance cash payment or COD.

For large orders over €100,000.00; 1/3 payment when the order is confirmed, 1/3 payment when the order is reported ready for shipment and 1/3 payment four weeks after shipment readiness is reported.

When payment is delayed we are entitled to collect interest at a rate 2% above the prime rate of the State Central Bank without any obligation on our part to give additional prior notice to the debtor. Shipments to purchasers known to us will be made COD.

The goods shall be deemed to be delivered after the shipment is reported ready, even if not taken immediately. Prerequisite for the granting of a discount is that all previous invoices have been paid in full.

In the event of debt composition proceedings or bankruptcy, we are entitled to make claim for 15% of incurred expenses based on the value of produced goods ordered but not accepted and lost profits as well as up to 3% sales commission on the amount.

An offset with counter-claims is excluded.

9. Retention of title

9.1 Goods remain our property (conditional commodities) until payment is made for the total claim arising out of the business relationship. Checks are deemed as payment when the funds have been deposited on our account. The recipient is entitled to the disposition of conditional commodities in course of proper business dealings. Powers of disposition beyond this, such as pledging, use as asset assignment or resale, are not permitted after payment has been stopped. The fulfilment of ongoing purchase orders can be made dependent on advance payment or impoundment.

9.2 The purchaser is entitled to resell the delivered objects in the course of proper business transactions, however, he already herewith relinquishes, in our favour, the amount of all receivables in the amount of outstanding claims between us and the purchaser which arise from further disposition and does this regardless of whether the delivered objects have been additionally processed prior to their sale or not.

The purchaser is entitled to review the claim subsequent to cession of this right. Our right to effect recovery of the claim remains unaffected by this, nevertheless we pledge not to exercise rights to these claims as long as the purchaser fulfils his payment obligations in a proper manner without delay or default.

However, if this is not the case we are entitled to demand the purchaser disclose to us the names and amounts of his purchasers subject to the recovery claim, provide all necessary information with regard to the recovery, provide the respective documentation and notify his purchasers (third parties) of the assignment.

The processing or formation of goods by the purchaser will always be done on our behalf. If the delivered objects are combined with other objects not belonging to us, we acquire partial ownership in the newly created property in the proportion of delivered goods value to the other combined objects at the point in time when processed.

The purchaser may neither use the delivered objects nor assign them for security. The purchaser is to immediately notify us of attachment orders, as well as confiscation or other rights exercised by third parties and to provide us with all information and documentation necessary for us to impose our rights. Third parties and/or enforcement authorities are to be notified of our ownership.

We obligate ourselves to release the securities to which we are entitled at the request of the purchaser at the value of the claims, to the extent yet unpaid, are secured by more than 25%.

10. We guarantee

liability for

10.1 our articles to be appropriately designed for a period of 12 months from their shipping date, to the extent that we will deliver ex-works Ubstadt-Weiherl free-of-charge replacements for all parts found to be prematurely defective due to design, workmanship or material faults when such defective items are freight-paid returned to Ubstadt-Weiher Germany. We are not liable for damage due to natural wear or improper handling.

10.2 A fixed-period for guarantee is excluded since the durability is essentially dependent on handling care, i.e. from factors which are not under our control.

In no case shall liability be accepted for damage beyond the free-of-charge replacement of defective parts. This applies equally to other claims for damage, i.e. compensation for outlays of wages, freight and the like are expressly refused.

11. Revocation of purchase contract

is, to the extent the state of fabrication permits, for both contract partners only possible by the presentation of compelling situations and subject to fair agreement.

We are entitled to revocation without prior notice

11.1 when, after conclusion of the contract, we receive negative reports about the reputation or solvency of the purchaser,

11.2 when, after conclusion of the contract, ownership of the purchaser's company is transferred to another owner,

11.3 or when the purchaser becomes delinquent in payments for deliveries, in particular if a check is not covered.

12. Data protection

We are entitled to process the data about the purchaser which is in our possession with respect to business relationships or in this context as permitted by the Federal Data Protection Law. This entitlement is independent of whether the information was provided by the purchaser himself or originates from third parties.

13. Place of performance and jurisdiction

for all rights and obligations of both parties to the contract for business of any type is Villingen-Schwenningen Germany.

All previous sales and delivery conditions are herewith invalid.

Ubstadt-Weiher, October 2008

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