

General Terms and Conditions of Supply and Payment

1. Acknowledgement of the General Terms

All offers and agreements are solely based on the following Terms, deviant terms of the customers which are not expressly accepted, are not binding.

2. Orders

All agreements are binding only by the written confirmation of the supplier. This is also valid for additions, amendments or additional agreements.

3. Volume of dispatch

3.1 The customer is liable for the correctness of the documents like drawings, sketches and samples which are transmitted to the supplier. Samples are generally supplied against payment.

3.2 Details, drawings, pictures and descriptions of performance mentioned in leaflets, catalogues, price lists or documents accompanying offers are approximate values usual in the industry - unless they have been stated as expressly binding in the order confirmation.

4. Delivery time

4.1 The delivery time is only approximately agreed. It begins with the day the order confirmation is mailed and is taken as kept if the goods have left the warehouse at the agreed time or if the supplier has informed the customer about readiness of shipment in case of impossibility of dispatch.

4.2 If later amendments of the agreement by the supplier influence the delivery time, it could be extended appropriated to the circumstances.

Orders placed "on-call" have to be taken over by the customer within 12 months after date of order confirmation.

4.3 If the supplier is not able to keep his obligations in case of unusual events not to be predictable (such as Acts of God, industrial disputes, disturbances, official measures, non-arrival of raw material deliveries a.s.o.), the delivery time is extended appropriated to these circumstances. If by these events the supply of goods gets impossible, the supplier is released from the agreement without the customer being able to demand compensation. If these events occur at the customer's place, the same is applicable.

4.4 The contracting partners are obliged to inform the other partner immediately about events of such kind.

5. Pricing

5.1 All prices are to be understood - unless otherwise expressly agreed - in EURO exclusive costs for packing, freight, charges and insurance.

5.2 Goods are charged with the list price present at the date of delivery, unless otherwise stated. If there is any change in certain cost factors such as for wages, raw materials or freight, the agreed price could be amended appropriated to the circumstances.

6. Payment terms

6.1 All invoices are payable within 30 days after date of invoice without any discount.

6.2 If invoices are not settled with the agreed time the supplier is legitimated to charge the customer with interests for delay which are 3% above the present ECB key interest rate.

6.3 Drafts are only accepted upon agreement.

6.4 If after conclusion of the contract there is any significant risk to the supplier's claims for payment he may demand payment in advance or security within a reasonable time and refuse performance until his demand is met. In the event of the customer's refusal or if the period expires without our demands being met, the supplier is entitled to withdraw from the contract or to demand compensation for non-compliance.

7. Dispatch and transfer of risk

7.1 The dispatch of goods takes place ex works, unless otherwise stated.

7.2 The risk is transferred to the customer on handover to the forwarding agent or freight carrier. If the goods are ready for dispatch or the dispatch is delayed by reasons the supplier is not responsible for, the risk is transferred to the customer upon receipt of information of readiness of shipment.

8. Minimum order quantities/Tolerances

8.1 Orders for less than EUR 50,00 have to be charged with an administration charge.

8.2 Partial deliveries of reasonable volume as well as more or less deliveries due to technical reasons of up to 5% of the total order amount are permissible.

9. Rights of registration

The supplier reserves the right of owner ship and copyright of pictures, drawings and other documents. Without the consent of the supplier they should not be given to any other party and upon request should be returned immediately to him.

10. Reservation of title

10.1 The supplier reserves the right of ownership in respect of the goods supplied until such time as claims under the business relationship with the customer have been met.

10.2 The customer is entitled to dispose of these goods in the regular course of business, provided that all of his obligations under the business relationship with the supplier are fulfilled at due and proper time. However, he may neither pledge the reserved goods nor transfer ownership as security.

10.3 Where payment is delayed by the customer, the supplier is entitled, after reasonable setting of a period of grace, to demand return of the reserved goods at the customer's expense. For goods already disposed by the customer at that time, an appropriated substitute has to be remitted to the supplier.

10.4 The customer has to inform the supplier immediately about enforcement measures being taken by third parties in respect of the reserved goods by handing over to the customer the documents required for any intervention. This also applies to infringements of any other kind.

11. Warranty

11.1 If the supplied goods are defective or lacking of agreed characteristics, the supplier has to repair to his choice or to supply substitute goods, by this all further guarantees are excluded.

11.2 Visible defects have to be announced in written form to the supplier within 14 days after receipt of goods, hidden defects immediately upon realisation.

11.3 Any guarantee in respect of any defect deriving from unsuitable or improper use, defective assembly or operation by the customer or third parties, normal wear and tear, defective or negligent handling, will be excluded as the consequences of unsuitable modifications or repairs undertaken by the customer or third parties without approval of the supplier.

11.4 If defects are not repaired or substitute goods are not supplied in a reasonable time although the supplier has already accepted the complaint of defect, the customer is entitled to withdraw from the contract.

12. Other claims

Unless otherwise specified any additional or more extensive claims by the customer against the supplier are excluded. This applies in particular to claims of compensation arising from delay, impossibility of performance, from negligent violation of accessory contractual obligations, from culpa in contrahendo and from tort. The supplier is not liable for any damage not deriving from the delivered goods themselves. Particular he is not liable for any loss of profit or other financial losses by the partner.

13. Place of performance, place of jurisdiction and applicable law

Place of performance for all obligations of the agreement is the supplier's place of business. The place of jurisdiction for all legal disputes, including any action relating to payment bills of exchange or cheques, is the suppliers' place of business, if the customer is a registered merchant, a legal entity under public law, or a special fund under public law.

The contractual relationship is exclusively subject to the laws of the Federal Republic of Germany. In case of dispute only the German text of the General Terms is decisive. The German text is available upon request.