

## GENERAL TERMS

### The contract will run only on our terms current version of 2010! General terms of Sale and Delivery

#### I. General

Deliveries are made solely on the basis of the following conditions. Any deviating conditions of purchase by the purchaser are not binding and we object to them explicitly. With our order confirmation the delivery terms deemed to have accepted at the latest. Telegraphic telex and telephone orders, verbal commitments and other agreements - particularly as they change these conditions - are only valid for us if they are confirmed in writing.

#### II. Offer and acceptance

All offers are always subject to change, in any case they will lose their validity after 3 months, even if they are exceptionally expressly designated as binding, if we have not expressly provided otherwise. Orders addressed to us only apply to be accepted with our written confirmation.

In our offers, catalogs, brochures, newsletters, ads, illustrations, price lists, etc. communicated descriptions and information on prices, weights, measurements, services etc. are given by our best estimates, but without our liability.

We retain ownership or copyright in all offers and estimates and the purchaser provided technical documentation such as calculations, drawings, illustrations, brochures, catalogs, models, tools and other aids given by us. Without our permission, the purchaser or third parties may not use this neither content nor formally.

#### III. Price and volume of delivery

- 1) Our prices are ex works and include normal packaging and all ancillary charges, unless expressly agreed otherwise. Packaging is not returnable. Special packing will be charged by the purchaser.
- 2) If the buyer orders special design products which make it necessary for production engineering reasons to produce an adequate excess or under quantity to fulfill the contract by the customer in a given quantity and quality, then the buyer is obligated to remove the manufactured products even if the quantity slightly exceeds or lower than listed in the order. In this case we are entitled to make a corresponding adjustment of remuneration.

#### IV. Payment Terms

The payment has been made immediately net or on the dates agreed upon without any deduction, unless it is otherwise agreed. Rebates and discounts, will be granted only upon written agreement, an interest rate of advance payment will not occur. Bills and checks are only accepted with the usual reservation in Germany for us.

Any delay in payment arises without reminder a default by the buyer. Regardless of the claim further damages we are entitled to interest at the rate of 5% above the base rate calculated from the due date onwards. If payment of the invoice amount in several installments, the entire claim is payable if the purchaser gets a partial payment in arrears. In case of default we are entitled to refuse further supplies. The claim is considered settled after receiving the payment on our account.

#### V. Delivery times and dates

Delivery times and dates are only binding if they are referred by us explicitly and in writing as binding; in all other cases, claims for damages for delay or the right of the purchaser to rescind the contract or refuse acceptance of delivery are excluded.

If a date designated by us as binding, then the following applies: the delivery period begins on the day of the match for all the key issues of the contract between us and the buyer brought in writing. Compliance with the delivery period is the timely receipt of all documents to be supplied in advance by the buyer and the observance of the agreed payment terms and other obligations for previous operations. If we are meeting in default the buyer is entitled, if it arises there from detectable damage, to cover that damage the value of that portion of the total delivery owing to the delay in time or may not be appropriate uses (net value of goods from the factory) to reduce our invoice up to 0.5% for each full calendar week of delay with a maximum of up to 5%. All other counterclaims are excluded, including the right to rescind the contract and refuse to pay the agreed price and the acceptance of the shipment.

#### VI. Force majeure and unforeseeable events

In the case of force majeure, labor disputes such as strikes, lockouts, for lack of transportation and raw materials and auxiliary substances, to scrap pieces of important work, as well as malfunctions of any kind on their own or related to the fulfillment of the order businesses, for delay in delivery of our subcontractors as well as obstacles, which are caused by delay in authorities, we are entitled to rescind the contract. A default pursuant to paragraph 5 of these conditions does not exist in the specified cases.

#### VII. Shipping and transfer of risk

The extent of our supplies and services are resulting from our cost proposals if nothing else is given in our order confirmation.

Is there not a special statement before, we determine the shipment at our discretion without responsibility for the cheapest and fastest way. A marine insurance, we are entitled but not required - the buyer has to pay for it. Partial deliveries are permitted.

With the dispatch of the delivery item or individual parts from the factory, the risk is always to the customer. If delivery is delayed without any fault of ours it starts from the date of readiness for dispatch the risk for the duration of the delay to the buyer. Partial deliveries are permitted.

#### VIII. Retention of title

- 1) The delivered goods until full payment of the claim of the supplier, and the futurity, on whatever legal reason, remain the supplier's property, even if payments are made for specific claims. For current accounts the retained goods considered as security for the balance claim of the supplier. Treating and processing place for the supplier as a manufacturer within the meaning of § 950 BGB without requiring the supplier. During processing and combination of reserved title goods with other goods not belonging to the supplier by the customer the supplier shall co-ownership of the new item in the ratio of the invoice value of the goods from the invoice value of other goods, including applications for processing at the time of processing, combining or mixing. The resulting co-ownership shall be construed as conditional goods under these terms.
- 2) The buyer may sell our property only in the ordinary course of business, as long as he is not in default to sell. He is entitled to resell the goods subject to retention only with the proviso that the claim from the resale pursuant transferred to us to the paragraphs below and the purchaser of the purchaser cannot offset the claim from the resale of counterclaims. To other dispositions, especially for security transfer and to dispatch, he is not entitled. Any seizure or any other infringement of our right to property by third parties, the purchaser shall immediately make us notice.

After the contract we are aware of circumstances which are capable to reduce the creditworthiness of the customer we can prohibit the resale of the goods supplied under retention of title at any time.

- 3) His claims resulting from the resale cede the customer already now to the supplier for its security irrespective whether the goods to one or more buyers will be sold. In the case that the subject goods are deemed by the customer along with others, not belonging to the supplier sells goods, the assignment of the purchase price claim from the resale only to the extent of the value of our goods at the time of delivery for the performance of resale. If the goods delivered by connecting with others, not belonging to the supplier of goods sold, the assignment applies only to the amount of the invoice value of the goods at the time of connection.

- 4) The buyer is authorized to collect the assigned claims shall as long as he fulfills his obligation to pay the supplier. The authority to collect shall be repudiated as if circumstances arise which may reduce the credit worthiness of Buyer. At the request of the Supplier the Purchaser shall notify the names of the debtors of the assigned receivables and the amount of claims. The supplier is authorized to disclose the debtor of the assignment.
- 5) The supplier is entitled to insure the delivery item, at the expense of the purchaser against fire, water and other damage, unless the buyer himself has demonstrably taken out the insurance.
- 6) The assertion of the reservation and seizure of the delivery item by the supplier not imply the cancellation of the contract unless the law relating to installment sales of 16.05.1984 applies.
- 7) The reservation of ownership of the supplier is determined in the manner that with the full payment of his claims ownership of the goods subject to retention readily transferred to the purchaser and the entitled claims assigned to the customer. The supplier is obligated to release the securities due to him at the request of the customer, if these exceed the total value of the claims of the supplier of 20%.

#### IX. Warranty

The warranty applies only to § 377 HGB, if not otherwise agreed. The warranty period is 24 months following the departure of our delivery. For defects, which include the lack of promised features, we are liable to the exclusion of all further claims as follows:

- 1) All those parts are free of charge at our discretion either rectify or replace them with new ones expected for their fitness within 12 months from the date of the delivery if the buyer can prove that the cause lies before the passing of risk, in particular due to faulty materials or poor manufacturing. Of the direct costs incurred by the repair or replacement costs, we take - the complaint itself should prove to be right - the cost of the replacement item and the cost of shipping and insurance of the spare parts according to the agreement on the principal obligation. Moreover, the buyer bears the costs. The limit of the damage is max. the ½ of value of damaged goods.
- 2) The liability for defects caused by improper handling or normal wear and tear is excluded.
- 3) In all cases we must be allowed to repair; for us any amendments necessary and for the supply of spare parts to us the buyer from us appropriate time and facilities deemed to grant royalty-free. For replaced parts, we can dispose freely.
- 4) Defects are promptly notified in writing no later than 8 days of recognition. If we get not such notice or the buyer is taking modifications or repair work on its own, it excludes any claim against us. If shipment is delayed, the installation or commissioning without our fault, our liability shall expire 12 months after passage of risk.
- 5) For foreign products, our liability on the nature, extent and duration is limited to the same extent as the supplier of such products is liable to us. We are entitled to assign to the purchaser our claims against the supplier, in which case our liability shall expire.
- 6) Notification of defects does not entitle the buyer to withhold payments due. We are entitled to refuse to eliminate defects as long as the customer does not fulfill its obligations. About the above listed requirements are also other claims of the buyer to a price reduction, rescission and damages, especially for indirect damages for loss of production and other excluded.
- 7) If there are defects of the goods the buyer has a right to remedy or replacement of a defective free good. In case of failure of remedy, the buyer is entitled to reduce the purchase price with our approval up to max. 10% value of goods or to withdraw from the contract. The highest impairment will not exceed the amount of ½ value of goods.

#### X. Right of withdrawal

The buyer has a right of withdrawal, if we have elapse a reasonable grace period granted to us for the elimination of a defect to be taken by us or if the repair or the purchase of a suitable replacement item is impossible or if we refuse to eliminate a demonstrated deficiency. All other claims of the buyer are excluded, in particular all claims for damages. We have the right to cancel the contract if we become aware after signing the contract conditions that make us expect that we will not receive the consideration of the buyer for our services full and timely. The same applies to the case subsequently prove to impossibility of carrying out our work. Claims of the Purchaser for such a withdrawal do not exist. In other cases we are entitled to charge costs up to 70% of order value, if the purchaser is released of his duty to take delivery.

#### XI. Performance and Jurisdiction

The application of German law is agreed. Performance and jurisdiction for both parties is Cologne. For all disputes, which are directly or indirectly resulting from the relationships, particularly for actions on a bill, the Cologne court is the exclusive jurisdiction. If rules of the foreign or international law militate against it, then the jurisdiction of the courts in Cologne considered additionally agreed. If individual above conditions be ineffective, it shall not affect the validity of the remaining conditions.

#### XII. Privacy

We are authorized to handle in relation to the business with the data received by the customer, no matter whether they come from the customer or by third parties within the meaning of the Federal Data Protection Act under § 28.

#### XIII. Minimum bill value

When invoicing in non-cash payments, the minimum value is 50,00 EUR net. If the net value is below 50,00 EUR, the fee represents the difference.

#### XIV. Opposition period

If these conditions are not challenged within 5 days these terms shall be deemed agreed.