General information

1. The following conditions apply to all current and future sales transactions.

2. Different transaction and purchasing conditions are hereby rejected, even when known, unless expressly accepted.

3. All kind of agreement, as well as its removal must be recorded in written form. Statements in written form, transmitted or recorded by electronic mail, are considered as written form, when this has been agreed in writing. We renounce the obligation of information following § 312 e BGB.

4. The devices are intended exclusively for industrial use.

5. The invalidity of individual provisions of this contract will not affect the validity of the remaining provisions. An invalid provision has to be interpreted in a meaning it approaches economical logic in the best way.

The contract

1. Our quotations are free of engagement. Technical modifications in the form, color and/or weight are with reservation within the scope of reasonableness.

2. The contract starts with our written confirmation of your order.

3. Brochures, catalogues and technical documents are not part of the contract. Drawings, pictures, dimensions, weight and services, which are part of the quotation, are purely informative except expressly indicated as binding.

4. The conclusion of the contract is with reservation of a correct and punctual delivery by our sub-suppliers. This is only valid when the non delivery is not due to ourselves. We undertake to inform you ASAP about the non-availability of the service and to reimburse you the payments already paid.

Reservation of title

1. Deliverables remain our property until all claims against you, whatever their legal grounds, have been paid entirely and until all promissory notes and cheques rendered in payment to us have been encashed, even if the purchase price was paid on particular, designated claims.

2. You are allowed to resell the goods. In this case you relinquish in our favor all claims for the total amount of the invoice, originating from the resale transaction. We accept this cession. Herewith we have the right to recover the claim.

3. You are obliged to inform us immediately about the resale of the goods, all kind of intervention on the goods by a third party, in case of giving the goods in pledge, as well as damage or loss. You assume the responsibility for all damage caused by the non respect of this commitment to inform us.

4. The processing or incorporation of the goods always occur in our name and under our authority. When the processing involves trade parts coming from another supplier, we acquire the coproperty of the new item, in proportion with the value of the goods we supplied and the value of the trade items.

5. If the total amount of the securities, foreseen for us, exceeds our claims by more than 20 %, then we shall on your request, release securities, following our choice and corresponding to the excess

6. We have the right, in case of non respect of the contract, especially in case of non-payment, to withdraw from the contract and to demand the return of the goods.

Prices

1. The prices quoted are ex works and do not include packaging, installation or set-up and are liable to sales tax.

2. In the event of changes in wage or raw material pricing structures, we reserve the right to adjust or prices accordingly. Provided that no mutual business is affected, we can only demand the adjustment of prices after four months have expired since the contract was concluded, insofar as it has not been possible to make the delivery before this time.

3. In the event that the client withdraws from the contract or fails to meet his obligations, we are entitled to demand compensation for default for an amount of 30 % of the value of the cancelled items, irrespective of the possibility of pursuing higher actual damage. The client is at liberty to provide evidence of lesser damage. The same is valid in case of non respect of an order with ' delivery on demand'.

Payments

1. Payments should be made as following: In the case of orders with a total value up to Euro 25

000.00, payable within 30 days net from the date of the invoice. In the case of orders with a total value higher than Euro 25 000.- 1/3 of the order value immediately, 1/3 when notice of delivery is issued and the net remainder within 30 days from the date of receipt, the latest from the date of the invoice. After this period, late payment starts. Subject to special arrangements.

2. Interest rate in case of late payment comes to 8 % on top of the basic rate. We have the right to prove higher damage and to claim a higher compensation.

3. The acceptance of bills of exchange requires express agreement. Acceptance takes place solely on account of performance and the bill of exchange may be used as we want. All costs in this context shall be borne by the client

4. We are not obliged to make delivery on any current order before the full payment of due invoice amounts, including any default interest; we shall not be deemed to be in default on a delivery as a

result of this provision.

5. The validation of the right of retention as well as the settlement of claims is only permissible in the case of recognized or legally established claims.

Deliveries and services

1. The agreed delivery date relates to the manufacturing in the factory as well as the disposal for dispatching. The agreement of a binding delivery deadline should be specified in writing.

2. Observance of the delivery date requires the prompt provision of all necessary documents by the client, the requisite approvals, etc. and the fulfilment of all contractual obligations by the client. In the event of a delay in delivery for which you are responsible, we are entitled to issue the invoice under the agreed terms at the confirmed delivery date or when the goods are ready for dispatching. In this case, we are allowed for the duration of the delay to charge the resulting storage costs at 0.5% per month of the invoiced amount. These costs can be set at a higher or lower level if appropriate evidence is furnished.

3. In the event of force majeure and other unforeseeable, extraordinary circumstances that are not due to negligence e.g. difficulties procuring materials, operational faults, strikes, lock-outs, insufficient means of transport, intervention by public authorities, difficulties with energy supplies, etc. also if these are experienced by subcontractors the lead time shall be extended as appropriate if we are prevented from fulfilling our obligations in good time. If the above-mentioned circumstances render delivery or services impossible or unreasonable, then we are released from the obligation to deliver. If the delay in delivery is longer than three months, then the client is entitled to withdraw from the contract. If the lead time is extended or if we are released from our delivery obligations, then the client cannot derive any compensation claims for this. We can only invoke these circumstances if the client has been informed immediately.

4. The risk of casual deterioration of the goods is transferred to you at the moment of delivery to the shipping company and /or person, in charge of the transport.

Warranty

1. In case of failing or defect goods we shall either rectify the fault or replace the goods, following our choice. If the rectification fails, you can ask to deduct the already paid amount or withdraw from the contract. The right to withdraw doesn't exist in the event of only a minor fault. There is talk of a minor fault when the value of the goods reduced with less than 20 %. In the case of withdrawal from the contract there exists no right for any damage compensation because of the fault. If after successful intervention any compensation for damage has been validated, the goods remain in your possession. The compensation is limited in this case to the difference between the purchase price and the value of the defect device. This is not valid in case the fault is caused intentionally.

2. Visible faults or defects have to be reported to us within 2 weeks from the date of receipt of the goods. If not, the right to claim the warranty is excluded. The evidence of the fault, the moment when you detect it and the delay within you report the defect are part of your responsibility.

3. The warranty period is one year from date of delivery of the goods. This is not valid when a defect or fault was not reported to us in due time.

4. In case the instruction manual is missing, we are obliged to transmit you a correct manual, but only then when the instruction manual prevents a correct installation of the device.

5. The purchaser is responsible for the usefulness of the goods.

Other compensation entitlements

1. In case of minor neglect of duty, our responsibility is limited to a direct average damage, foreseeable and typical to the contract, in accordance with the products. This is also valid for our representatives or substitutes. We are not responsible for non relevant neglect of duty of minor importance.

2. The above mentioned limits of responsibility do not concern claims originating from product liability. Furthermore the limits of liability are not valid for bodily harm, health harm or loss of life, due to us.

3. Claims for damage compensation due to a fault or defect, expire after 1 year from delivery date. This is not valid when the fault is caused intentionally.

Prohibition of cession

1. The purchaser is not allowed to relinquish his entitlements arising from the contract with us, to a third party without our written consent.

Disposal of the products

1. We take back old equipments at the expense and request of the customer. The equipment must be clean and free of external substances. In addition, the customer is responsible for the proper collection and disposal in accordance with legal requirements (e.g. ElektroG).

Miscellaneous

1. The place of fulfilment for deliveries and payments is Hofheim / Ts. The sole court of jurisdiction for all disputes arising directly or indirectly from the contract, including for cheque and exchange costs, shall be Frankfurt/M. The same is valid when you don’t have a juridical place in Germany or your place of residence is unknown on the moment of the complaint.

2. Contractual relations shall be subject to the laws of the Federal Republic of Germany.