

Delivery and Payment Conditions

1. General

1.1 All present and future deliveries shall take place under the application of the following conditions. Deviating delivery and payment conditions shall only be binding on written confirmation by us. For the rest, such conditions shall be expressly objected to. Our delivery and payment conditions shall be deemed accepted at the latest on receipt of the goods.

1.2 The trade mark rights of third parties shall be observed in the use of the delivered goods.

2. Quotations and Prices

2.1 Our quotations shall be without engagement. Agreements and contracts shall become binding for us only on our written confirmation or through delivery.

2.2 We shall reserve property rights and copyrights to quotations and further documents.

2.3 Unless otherwise agreed, invoicing shall take place at the prices applicable on the day of delivery plus the statutory value added tax.

3. Delivery

3.1 Delivery periods shall be non-binding for us unless otherwise agreed in writing. We shall be entitled to make partial deliveries within the delivery periods stated by us as long as this does not result in detriments to use. If receipt of partial deliveries within a particular period is agreed, we may take it as a basis that approximately even distribution of the partial deliveries is desired. The planned call dates may not be exceeded by the client by more than one month.

3.2 Our duty of delivery shall be suspended as long as the client is in arrears with an obligation. Occurrences of force majeure shall entitle us to postpone the delivery for the period of the hindrance plus a reasonable ramp-up time or to withdraw from the contract because of the as yet unfulfilled part. Corresponding to force majeure shall be circumstances which significantly impede delivery for us or make it impossible, e.g. operational disruptions, industrial action or official measures, it being immaterial whether these circumstances occur with us or with presuppliers. We shall inform the orderer as soon as possible of the beginning and end of such impediments in important cases.

3.3 Should we be in default, the client shall set us a reasonable period of grace corresponding to the envisaged delivery period, but a period of grace of no less than 2 months. After this period of grace has expired, the client may withdraw from the contract insofar as the goods have not already been announced as dispatched by the expiry of the period. Compensation of damage caused by the delay or damages because of non-fulfilment may not be claimed.

3.4 Changes in construction or form attributable to technical improvements or legal requirements shall remain reserved during the delivery period as long as the delivery object is not substantially changed and the change is reasonable for the client. Only the technical requirements named in the order letter shall apply.

4. Dispatch

4.1 Loading and dispatch shall be uninsured at the risk of the recipient.

4.2 We shall make every effort to take into account the wishes and interests of the client with regard to the type and route of dispatch; additional costs determined by these – including in the case of agreed carriage-paid delivery – shall be borne by the client.

5. Reservation of Title

5.1 Our deliveries shall remain our property until payment of all claims irrespective of legal foundation, even if payments are made for particularly designated claims. In the case of running accounts the reserved ownership shall count as security for our balance claim.

5.2 The client may dispose of our property in the ordinary course of business under its normal business conditions and as long as it is not in default, although we shall be entitled freely to cancel this authorisation. The client shall undertake processing of the reserved goods for us, without obligations arising for us from this. In the case of processing, mixing or commingling of reserved goods with other goods not belonging to us we shall be

entitled to proportional co-ownership of the new thing in the relation of the invoice value of the goods delivered by us to the other goods according to §§ 947,948 of the German Civil Code (BGB).

5.3 Should the reserved goods delivered by us be resold, mixed or processed by the client, the client shall hereby cede to us its claims from the contract between it and its customer. Should the reserved goods be sold by the client together with other goods not belonging to us without or after processing, the cession of the claim from the resale shall be valid only in the amount of the value of the reserved goods. The client shall be entitled to collect claims from the resale until our cancellation at any time. It is however not entitled to dispose of such claims. The client shall be obligated to give us all information and documents necessary for the assertion of the ceded right, in particular to name the debtors of the ceded claims and to notify these of the cession on our demand. We shall be authorised to notify the debtors of the cession in the name of the client.

5.4 Should the value of the securities existing for us exceed our claims by more than 20% in total, we shall be obligated to free securities at our discretion.

5.5 The client shall immediately inform us by registered letter of an attachment or other damnification by third parties.

5.6 Should we take back reserved goods because the client is not meeting its payment obligations or because our claims are endangered, the repossession shall not count as the exercise of a right of withdrawal. In such cases we shall be entitled to store the goods at the cost of the client or to take the repossessed goods into account, deducting a reduction of 10%, insofar as we do not prove any higher damages or the client does not prove any lower damages.

6. Warranty

6.1 All statements on suitability, processing and application of our products, technical advice and other statements shall be made in all conscience, but shall not free the client from its own checks and trials.

6.2 Complaints shall only be considered if they are made in writing and enclosing proofs within eight days after receipt of the goods, or in the case of hidden defects after their discovery, but no later than six months after receipt of the goods.

6.3 If the notice of defects is justified and submitted on schedule, we may at our discretion remedy the defect (subsequent improvement) or deliver a defect-free article (subsequent delivery). Claims for abatement or withdrawal from the contract shall be excluded. It shall nevertheless remain reserved for the client to demand abatement or withdraw from the contract if the supplementary performance has failed or is unacceptable or if it is refused by us.

6.4 Insofar as the product supplied by the seller consists wholly or partly of components which the seller has obtained from third parties, the seller shall cede its warranty and damage claims on third parties to the buyer with effect from the time the product was delivered. The seller shall provide warranty for defects in such components only if and insofar as the buyer cannot recoup itself from the ceded claims against the third parties because these are either insufficient or not enforceable. Recourse by the buyer against the seller according to § 5 of the product liability law shall likewise not obtain in these cases.

7. Liability

7.1 We shall be liable for damages to the client – in the measure of the statutory provisions in all injuries to life, limb and health, – for the rest only in cases of culpable conduct (intent and negligence) of one of our legal representatives or executive employees, in cases of gross culpability (intent or gross negligence) of any other agent and in the case of culpable breaches of fundamental contractual obligations. Contractual and legal liability shall be limited by amount to the value of the order. Excluded from our liability shall be all indirect damages such as loss of production or lost profit.

7.2 Insofar as our liability is excluded or limited, claims for damages may also not be made personally against our employees.

8. Limitation

The period of limitation for claims arising from deliveries and services shall be one year.

9. Terms of Payment

9.1 Our invoices shall be due without reduction 8 days after invoice date and payable strictly net cash.

9.2 We shall discount drafts as payment only by express agreement. Credits on drafts or cheques shall be valid always on condition of receipt and notwithstanding earlier due date of purchase price in the case of default by the client; they shall be valid with the availability date of the day on which we can dispose of the equivalent value. No obligation shall be taken over to assume draft or cheque rights.

9.3 Discount charges, stamp tax and collection charges shall always be due immediately in cash.

9.4 In the case of payment difficulties for the client, in particular including payment default and cheque or bill protest we shall be entitled to carry out further deliveries only against cash in advance, immediately make due all open – including deferred – invoice amounts and demand cash payment or provision of securities against return of drafts discounted as payment.

9.5 From the due date we may without special notice of default claim interest in the amount of 4% over the current basic interest rate, but at least default interest in the amount of 1% per month.

9.6 Withholding of payments on grounds of unrecognised notices of defects and offsetting with counterclaims shall be excluded.

10. Place of Fulfilment and Jurisdiction

The place of fulfilment for deliveries shall be Weeze or the respective departure point of the goods. The place of jurisdiction for all claims arising from the business connection with the client shall be Geldern/Niederrhein. We shall however also be entitled to sue the client before another authorised court.

11. Final Provisions

11.1 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the international sale of goods law, even if the orderer has its head office abroad.

11.2 By acknowledging these business conditions the client shall also recognise that in the context of mutual business relations we have stored data about it, although the data will be used exclusively according to the legally authorised possibilities.

11.3 Should one of the provisions of these delivery and payment conditions be or become ineffective, this shall not affect the legal effect of the remaining provisions. In such a case the ineffective provision shall be replaced by an arrangement that as far as possible corresponds to the intention expressed in these sale and delivery conditions.

11.4 On issuing of the above delivery and payment conditions all earlier business conditions shall become ineffective.

As at June 2007