GENERAL SELLING AND DELIVERY CONDITIONS

1st   **Offers** are generally not binding unless there is an agreement in writing for a specified period or any other arrangement has been made. Catalogues and price lists are not offers for delivery.

2nd   **Orders** are only valid and binding when confirmed by our office. As a rule, orders are executed according to the General Selling and Delivery Conditions based on the regulations of Commercial Law. Conditions set up by the buyer are not valid for a transaction. Subsequent changes of an order can only be accepted and carried out before taking up production. In the case of modifications, prices are subject to alteration without notice.

3rd   **Periods of delivery** are approximate and without obligation.

4th   **Shipments** are carried out ex works, i.e. ex stock at customer's account and risk.

5th   **Interruption of operation.** We cannot be made responsible for the consequences arising from any kinds of interruption of operation due to force majeure, such as stoppage of work or the supply with insufficient or faulty raw and auxiliary materials; under neither circumstances are we obliged to keep any supply or delivery commitments nor are we to fulfil any claims for replacement. Moreover, the customer cannot quit the contract without our agreement.

6th   **Manufacture to customer's specification.** The adherence to a certain number of pieces is not practicable. In any case we reserve the right to excess or short delivery by ten percent of the amount ordered.

7th   **Packaging.** We carefully choose the type of packaging as well as the mode of transportation. Packaging is charged separately. For postal items the postage is added. The costs for railway packaging and transport have to be paid by the customer.

8th   **Prices.** Our prices are based on the prime costs without turnover tax. Calculation is made according to the prices valid on the day of delivery. The prices for general and callable orders are basically subject to confirmation.

9th   **Reclamation.** Any kind of reclamation has to be made within 10 days after receipt of the goods delivered still being in the condition of handing over. We choose substitutes for goods provably not fitting or damaged at our fault or we submit a credit note to the customer.

10th   **Claim for damage.** Apart from the regulations laid down by the Law of Product Liability we are only responsible for damages caused by intention or gross negligence on our part. Compensation for consequential damage is not included.

11th   **Protected Privileges.** We are not obliged to proof the existence of protected privileges of a third party in connection with the goods ordered and, therefore, we reject any liability concerning this title.

12th   **Terms of payment** (including deposits) are given notice of in every first confirmation of the order. They are also valid for further transactions unless there is a written amendment. Verbal agreements for paying and terms of payment on purchasing forms are not in accordance with our conditions and therefore not binding. Thus, an amount to be paid is due on the date of invoice. If the terms of payment are exceeded we shall calculate respective interest and costs for the period between the due date and the day of the receipt of payment. Acceptances and bills can not be used as cash payment. They can only be taken in proviso.

13th   **Reservation of title.** All goods remain our property until the amount has been paid in full, even if they have already been processed or manufactured or the customer has sold the goods (no matter in which condition they are). In this case the customer irrevocably assigns to us all rights for reselling, then being our trustee for the equivalent.

14th   **Jurisdiction.** The place of performance of all rights and duties resulting from deals for both parties is the supplier's residence with the jurisdiction of the law court competent.