



Terms of Delivery and Payment

The terms of delivery and payment specified hereafter shall become effective immediately for all supplies and services delivered, unless expressly stipulated otherwise in writing. Statements to the contrary by the purchaser under reference to his business and purchasing conditions are hereby declared void. The application of the Universal Law on International Purchases of Movable Goods and the Universal Law on the Conclusion of International Purchase Contracts on Movable Goods of 17.07.1973 is hereby excluded.

Offer and Prices

All offers are non-committal as to prices and delivery possibilities as well as to delivery dates. The offers are subject to prior sale. The prices are to be understood ex warehouse Löffingen, excluding turnover tax (special offers shall be an exception). In the event of unjustified non-acceptance of the goods, the costs incurred by us (10 % of the sales price) are to be reimbursed; the purchaser remaining free to provide proof that the damage suffered by us is inferior. It shall furthermore be considered as unjustified non-acceptance, if, in the event of a somewhat prolonged date of delivery, the purchaser refuses to accept the goods without prior cancelling his order.

Times of Delivery

All times of delivery and due dates given shall be noncommittal. Part deliveries are permissible. Unforeseeable obstructions to delivery such as force majeure, strikes, operational failure either in our works or in those of our suppliers, transport problems etc. shall entitle us to postpone delivery for the period of such obstruction plus an adequate time span or even to withdraw partly or entirely from the contract. In case we are answerable for the non-adherence to a binding term of delivery or for delayed delivery, the purchaser is entitled to liquidated damages amounting to 1/2 % for each complete week of delay, not exceeding, however, a maximum of 5 % of the amount of invoice for the delayed deliveries and services. All further claims, in particular any kind of claim for compensation, shall be excluded. Parts, which are temporarily out of stock, shall automatically be registered as arrears and be delivered within shortest. Otherwise, a note of cancellation is made on the invoice or a note that the article has to be requested again after a special time.

Shipment

The risk is transferred to the purchaser as soon as the goods have been handed over to carrier or as soon as they have left our warehouse for dispatch. In the event of shipment abroad the International Delivery Conditions in accordance with Incoterms 1990 shall be applicable in addition to the present terms.

Packing Material

Packing material shall be charged separately.

Terms of Payment and Basis of Invoice

Unless otherwise agreed, the amount of invoice shall be payable notwithstanding possible quality complaints within fourteen days of invoice date without discount. After the period of 14 days has been exceeded, we are entitled to charge default interest amounting to 3 % above the current Lombard rate of the Deutsche Bundesbank, unless we provide proof that we have suffered higher damage. Payment shall not be considered as effected, unless the amount is at our disposal. In the event of payment by cheque, payment shall not be considered as effected unless the cheque has been honoured.

If an invoicing is done in currency other than German it will be done on the basis of the current DM-rate of the day the account is placed. In case of deviations or more than 5 % on the day the payment is received we are authorized to make a recalculation.

Reservation of Proprietary Rights

All goods delivered by us shall remain our property until their complete payment. They shall not become the purchaser's property unless he has fulfilled all obligations resulting from any delivery made to him, from all cheques and from all bills. In the event of attachment of goods or other forms of seizure by third parties, the purchaser shall clearly point to our property and advise us accordingly without delay. In case the goods or other which are not our property we shall have proprietary rights to the new good in a proportion of the value of our products to the value of the finished product. Otherwise the same conditions are applicable to the new good as to the goods for which we reserve our proprietary rights.

The purchaser's accounts receivable from a resale will now be surrendered to us no matter if the reserved good is sold without or after processing. If the reserved good described is sold along with goods that weren't received from us, the surrender of accounts receivable from the resale is valid only to the extent of our delivery price. The purchaser has the right to collect accounts receivable from the resale until our



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countermand which is permissible at any time. If the value of the collateral, which we are entitled to because of our right to retain title of property, is in excess of 25 % of the value of the secured accounts receivable, we are required to release the collateral.

Defects

Complaints are to be made within eight days after receipt of the goods. In the event of justifiable quality complaints we shall be entitled to either repair the defects or to take goods back by crediting the purchaser with the invoiced amount or to make gratuitous replacement within a reasonable time or to credit the purchaser with the sum corresponding to the depreciation of the goods. Any further claims arising from liability for defects shall be excluded. The same applies to any kind of damages unless they refer to the absence of a guaranteed property of in the event of intentional or grossly negligent breach of contract. Parts which have already been used, especially if they have been built in, are excluded from exchange.

Place of Performance and Jurisdiction

The place of performance and, as far as legally permissible, the sole place of jurisdiction for all disputes arising directly or indirectly from the contract, shall be Löffingen, Germany.

In the event of one clause of the present terms being or becoming void, this shall not affect the validity of all other provisions or agreements.