

TERMS AND CONDITIONS OF SALE AND PAYMENT

The following General Terms and Conditions of Sale and Payment apply to all supplies of our products unless expressly agreed otherwise in writing:

1. Offers and contract conclusion:

Only the supplier's offers and written confirmations are definitive for the scope and nature of the delivery. The order is deemed to have been accepted when it is confirmed in writing by the supplier; up to that point the supplier's offer is not considered as binding. Oral statements are only valid if confirmed in writing. Dimensions, weights, illustrations, drawings and other information are only binding in respect of the model and finish if this is expressly confirmed.

The supplier reserves factual and intellectual ownership of all illustrations, drawings, sketches and other documents. They may not be made accessible to other parties without the supplier's consent and must be returned on request.

2. Prices and passage of risk:

Prices exclude packing and delivery costs. Risk passes to the purchaser at the despatch of the goods even if freight prepaid and insured delivery have been agreed.

If despatch or receipt is delayed at the purchaser's request, risk passes to the purchaser on the day the goods are ready for despatch.

3. Payment conditions:

Unless otherwise agreed, payment must be made within 14 days with a 2% prompt payment discount or within 30 days net, in cash by bank transfer or cheque irrespective of any claims for defects.

If payments are deferred or if the purchaser is in default, interest at the rate of two percentage points over the current discount rate of the Bundesbank will be invoiced. The retention of payments or any offsetting against any counterclaims asserted by the purchaser is excluded.

4. Delivery time:

Unforeseen events outside the supplier's control e.g. disruption of operations, late deliveries by our supplier and force majeure extend the delivery date correspondingly. Delivery dates are deemed to be approximate. No obligation is accepted for compliance with them. Even in the event of firm delivery dates a reasonable grace period must be set in the case of lateness and the obligation to pay compensation is limited in its amount to 5% of the agreed purchase price.

Partial deliveries are permitted. Goods which are delivered must be accepted by the purchaser even if they display minor defects.

5. Guarantee and liability for defects:

For the period of one year after delivery the supplier accepts liability for the quality and design of the products sold with the use of sound materials such that demonstrably defective parts which are returned freight prepaid will be replaced free of charge or repaired at the supplier's option. Parts which are replaced become the supplier's property. This guarantee does not apply to defects attributable to natural wear and tear and improper treatment.

Claims for defects must be asserted in writing within two weeks of delivery of the products or appearance of the defect. Variations which do not detract from the suitability of the products for the purchaser's purpose are not deemed to be defects within the meaning of these provisions.

Further claims, particularly for compensation for indirect loss or damage, claims for price reductions, rights to reversal of the contract or withdrawal from the contract are expressly rejected. In addition, rejections cannot be accepted if alterations or

subsequent work have been undertaken on the products.

The purchaser will indemnify the supplier against all third party claims which could arise from the sale, use or operation of the products.

6. Retention of title:

The supplier reserves title to the items delivered until all payments due under the supply contract have been received. Up to this point in time the purchaser may neither pledge the item delivered nor assign it as collateral. The supplier must be informed immediately of any attachment by third parties; the purchaser will bear any costs of interventions. The goods may be sold in the purchaser's normal pattern of trade with the proviso that the purchaser assigns to the supplier all claims against the purchaser arising from the sale up to the amount of the supplier's receivables.

7. Place of performance and place of jurisdiction:

The place of performance and place of jurisdiction is Frankfurt am Main. The purchaser may not assign his rights under the contract to third parties without our express consent.

8. The purchaser's Terms and Conditions of Purchase:

Any Terms and Conditions of Purchase of the purchaser which conflict with these matters must be recognized in writing by the supplier as binding.

9. Partial invalidity:

The contract remains binding in its other parts if individual points are invalid in law. The invalid provision must be replaced by a new provision which comes as close as possible to the financial content of the invalid provision.

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