

General Terms and Conditions for Purchasing

I. General

1. Our general terms and conditions for purchasing ("Purchasing Conditions") apply to all persons who upon execution of the agreement act in performance of their commercial occupation or as independent contractor (contractors), to public bodies or any separate public estate.
2. Our Purchasing Conditions shall apply exclusively; any conflicting or differing terms of conditions of the consignee which are not expressly acknowledged by us in writing are void and not binding for us, even if we know of them and have not expressly objected to them or if we have accepted delivery by the consignee without express objection.
3. All agreements made either orally or by telephone, e-mail or fax-letter must be confirmed in writing to become effective. This also applies to any side agreement or other covenant.
4. Our Purchasing Conditions also apply to all future purchases from the consignee as well as for any release orders in the course of the respective frame agreement.
5. The consignee may neither transfer nor assign any of its rights accruing from our contractual relationship to any third party without our prior written consent; such consent not to be withheld unreasonably.
6. The consignee may set off and/or retain any counter claims only if undisputed, acknowledged by us in writing or established by final judgement. Furthermore, the consignee may only exercise retention rights as far as they accrue from the same contractual relationship as the counter claim.
7. If any term or condition of these Purchasing Conditions is or becomes fully or partially void, the validity of the other terms and conditions remain unaffected. The Purchasing Conditions shall then be governed by a valid clause achieving the economic purpose of the void clause best instead of the void clause. The aforesaid shall apply mutatis mutandis to any unintended loophole or any amendment of these Purchasing Conditions.

II. Acceptance of Order

1. Any offer shall be binding on the consignee for 14 days. Any offer accepted orally shall be immediately confirmed in writing by the consignee. Any differing confirmation of our order shall be subject to our express approval.
2. In case the validity of such offer has expired or the consignee did not submit

any offer, any order by us shall be binding on us for 14 days as of the day of dispatch. If the consignee does not accept such order in writing within this time frame, we are entitled to cancel such order. In the course of frame delivery agreements any release or call orders become effective in case the consignee does not object to such order within 5 working days as of its receipt.

III. Time of Delivery

1. Any quoted times of delivery are binding for the parties.
2. In case the consignee is in delay with the delivery of products we will serve the consignee a notice requiring him to duly perform the delayed delivery within a reasonable period of time. If the consignee does not duly perform the delivery within such time frame, we shall be entitled to claim damages for non-performance and/or to withdraw from the respective contract.

IV. Delivery and Hygiene

1. The place of delivery shall be our factory premises in Lengerich/Westfalen, unless we expressly agreed otherwise in writing.
2. We do not grant any extended retention of title for the benefit of the consignee unless we expressly agreed otherwise in writing.
3. Any transportation and packaging costs shall be borne by the consignee unless we agreed otherwise in writing.
4. The products shall be delivered in containers or trading units as required by applicable law only. In case of non-compliance we are entitled to refuse acceptance of such delivery.
5. Our hygiene management system requires that the products are delivered on clean, i.e. on carriers in good order and free of mould, splinters and sawdust, including without limitation pallets or packing cases and the like. In case of non-compliance we are entitled to either refuse acceptance of delivery or to charge the repackaging or cleaning costs arising from the non-compliance with the requirements of our hygiene management system.
6. Deliveries will basically be accepted on working days between 7 a.m. and 4 p.m.

V. Place and Terms of Payment

1. Place of performance in respect of our payment claims is Lengerich/Westfalen.
2. Payments shall be effected by bank transfer to a bank account or an account of the *Deutsche Postbank AG*.
3. Unless the parties agreed otherwise, we will effect payment of the purchase price within 14 days from receipt of delivery and invoice deducting 3 % cash discount, or within 30 days as of receipt of delivery and

invoice net without any deductions. The stamp of dispatch respectively the date of receipt of the bank transfer by the commissioned bank shall be relevant for payment in due time. In case the date of receipt of the invoice and the products are not corresponding the later date shall be relevant.

VI. Warranties and Substitute Performance

1. The consignee warrants that the delivered products comply with the agreed specifications and suitability for the agreed or perceptible purpose of use.
2. We are entitled to the statutory substitute performance rights without any restrictions. We are entitled to choose between the removal of defects or replacement delivery.
3. Our claims and rights accruing out of defective deliveries shall be time barred within 3 years from transfer of risk.
4. We expressly reserve our recourse rights against the consignee pursuant to section 478 subpara. 2 of the German Civil Code (*Bürgerliches Gesetzbuch*).
5. The consignee shall bear any costs and expenses necessary for the purpose of removal or the defect or replacement delivery to the extent they are not increased due to the products having been delivered to any place other than the place of delivery unless the delivery to such other place complies with the intended use of the product.
6. The right to seek for damages shall remain reserved.

VII. Jurisdiction

1. The general place of jurisdiction shall be the place of performance unless any other exclusive place of jurisdiction applies.
2. However, we may also sue the consignee at the place of its registered offices.

VIII. Applicable Law

All legal relations between us and the consignee shall be exclusively governed by the laws of the Federal Republic of Germany. The application of the UN-Convention for the International Sale of Goods shall be excluded.

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