

Terms and Conditions of Purchase

I. Scope

Our Terms and Conditions of Purchase shall apply exclusively. Conflicting or divergent conditions of the supplier shall not be acknowledged even if we do not expressly contradict them.

Our Terms and Conditions of Purchase shall apply only to merchants in terms of § 310 of the German civil code.

Our Terms and Conditions of Purchase shall also apply to all future transactions with the supplier.

II. Acceptance of orders

The contractor stays committed to his offer for a period of two weeks.

A verbally accepted order is to be immediately confirmed to us in writing.

Any deviating confirmation of our order is subject to our explicit consent.

III. Delivery period

The indicated delivery periods shall be binding. If the contractor falls behind schedule with the delivery of the goods, we shall be entitled, after an extension of the original term, to request compensation for damages due to non-performance or to cancel the contract.

IV. Delivery

Transport and packing costs shall be paid by the supplier unless otherwise agreed. The delivery of goods shall be effected only in trading units stipulated by law. In the event of failure to meet this condition the consignee shall be entitled to refuse to accept delivery.

V. Place of performance / Mode of payment

The place of performance for our payments shall be Lengerich/Westphalia.

Payments shall be effected by transfer to a bank and/or postal bank account. The postmark and/or the date of receipt of the bank instructed to effect the transfer are relevant for the timely payment.

The place of performance for deliveries of the contractor shall be the location to which he is to deliver the goods. Unless agreed otherwise we shall pay the purchase price (payment) within 2 weeks of receipt of delivery and invoice less 3% cash discount, or net cash within 30 days of receipt of delivery and invoice.

In the event that the date of invoice receipt differs from the date of goods receipt the later date shall be authoritative.

VI. Notice of defects

We shall be entitled to object to identifiable defects within two weeks of receipt of the goods. For hidden defects the notice of defects is to be submitted within two weeks of their discovery.

VII. Warranty/Subsequent performance/Identification

The contractor warrants that the goods supplied have the contractually agreed properties and that they are suitable for the expressly agreed or obvious intended purpose.

In the absence of any other express stipulation the goods shall comply with the provisions under product law applicable in Germany.

We are entitled without restriction to assert the statutory claims for subsequent performance. We are authorized at our own choice to request either the remedying of

defects or replacement. Our claims arising from faulty supply become statute-barred after three years effective to the end of the year.

We expressly reserve the right of recourse to the supplier pursuant to § 478 (2) of the German civil code.

The supplier shall bear the expenses incurred in connection with the remedying of faults or replacement delivery. This shall not apply if expenses increase due to the fact that after the delivery the object of delivery is taken to a location other than the commercial establishment of the consignee unless the transfer to this location corresponds to the intended use of the object. The right to claim damages is reserved.

VIII. Place of jurisdiction

Unless a different exclusive place of jurisdiction has been indicated the general place of jurisdiction shall be the location of the commercial establishment of the customer if the contractor is a merchant, a legal person under public law or a special fund under public law.

However, we shall also be allowed to institute an action at the location of the registered office of the contractor.

IX. Choice of law

All our legal relations to the contractor are exclusively subject to German law.

X. International contracts of purchase

If the registered office of the purchaser is outside Germany, German law shall apply including the UN Convention for the International Sale of Goods. In this case the following special provisions shall additionally apply:

The conditions for subsequent performance as well as for cancellation of the contract are governed by the provisions of German national law.

In the event of culpable breach of contract the seller shall be liable to the customer also for the damage which was not foreseeable at the time of conclusion of the contract.

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