

§1 GENERAL

(1) The terms and conditions set out below shall form part of the agreement concluded with us.

(2) Our General Terms and Conditions shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such a transaction.

(3) We hereby object to any counter confirmation, counter-offer, or other reference by the Customer to their general terms and conditions; any dissenting terms and conditions of the Customer apply only if we have confirmed the same in writing.

(4) The Customer may not assign any claims arising from transactions with us without our written approval.

§2 OFFERS AND ORDERS

(1) Our offers shall not be binding, in particular with reference to price and delivery time.

(2) Orders placed by the Customer shall not be regarded as accepted before these have been confirmed to us in writing. If we should fail to confirm an agreement in writing which we have entered into verbally in person or in a telephone conversation, then our invoice shall be regarded as confirmation.

(3) The Customer is obliged to notify us of all necessary information as to the conditions of application; in absence of this information, our offer is based on the conditions of application at our place of work.

§3 DOCUMENTATION

The drawings, specifications, and all other documentation to be prepared by us in conjunction with this agreement shall remain our property, and we shall retain the copyright therein. The Customer only has the right to use the aforementioned documentation for the operation and maintenance of the system and for the procurement of spare parts. Copies, other forms of reproduction, and/or distribution without written permission are prohibited.

§4 INFORMATION ON LAW CHANGES OR AMENDMENTS

We agree to notify the Customer in a timely manner of any adoption or change of any existing laws or other regulations, in particular security regulations that shall come into force after the signing of this agreement and which are relevant for the performance of this agreement.

§5 PRICES

(1) Our prices shall exclude any statutory VAT which are payable upon the date of delivery.

(2) If, as a result of a change of law between the agreement date and the delivery date, additional or increased charges - in particular duties, levies, currency compensation payments - should be payable, then we have the right to increase the price accordingly.

§ 6 SHIPMENT AND DELIVERY

(1) The technical goods shall be transported uninsured and in any event at the Customer's own risk. This also applies in cases of deliveries free of charge, and regardless of which means of transport is used. Any transport insurance shall be provided only upon the express demand of the Customer. Any costs arising therefrom are at the expense of the Customer only.

(2) The selection of the place of dispatch, the transport route, and the means of transport shall, in the absence of any written arrangement dictating otherwise, be subject to our reasonable discretion and be without liability for the cheapest and fastest transport.

(3) If the Customer provides the means of transport, then they shall be responsible for its timely availability. We are to be immediately informed of any delays. Any costs arising therefrom shall be at the expense of the Customer.

(4) We have the right to reasonable delivery in instalments.

(5) Our delivery obligation shall at all times be subject to the timely and orderly receipt of the technical goods from our own suppliers.

(6) Unless otherwise expressly agreed in writing, any indicated time of delivery or installation shall be non-binding.

§7 ACCEPTANCE

In cases where there is cause to complain about a problem with a given product, the Customer has the right to file a complaint within 30 days after the date of delivery in order for the complaint to be accepted and a resolution to be considered. After this period of 30 days the products is considered accepted. Complaints which are not filed within the 30 day period will not be accepted as valid.

§8 WARRANTY AND LIMITATION OF LIABILITY

(1) The warranty term, within which warranty claims may be raised shall be 12 (twelve) months and shall start at the date of the delivery.

(2) Upon justified objections raised in accordance with the procedures and deadlines herein, the Customer shall have the right to claim a reduction in price without prejudice to our right, to provide the return of the objectable technical goods.

(3) The Customer shall not be entitled to any further rights or remedies. In particular, we are not responsible for any compensation based on breach of contract or default unless the technical goods lack a detail that we have expressly guaranteed, or in cases of willful misconduct or gross negligence on our part. This limitation of liability also includes the personal liability of employees, legal representatives, and vicarious agents. Any liability according to § 1 of the German Product Liability Act shall not be affected.

§9 UNFORESEEN BARRIERS AND FORCE MAJEURE

(1) Any inability to supply as a result of force majeure or other unforeseen incidents outside our reservation of timely supply from our own supplies in accordance with subsection § 6 (5) above shall, for their duration and in accordance with their impact, relieve us from the obligation to comply with any agreed time for delivery and installation.

(2) If any agreed time of delivery is exceeded and there is no incident referred to in subsection (1) above, then the Customer must specify to us a reasonable cure period of a minimum of two weeks. If we fail to meet such a deadline, then the Customer shall have the right to rescind the agreement, but will not have the right to seek compensation for breach of contract or default except in cases of willful misconduct or gross negligence on our part.

(3) If, during the development or manufacturing of a product, we encounter unforeseen physical or other barriers that may hinder or delay the performance of the agreement, then the Customer

shall be notified by no later than 15 (fifteen) days after we have become aware of the barrier in question. This applies only to such barriers that could not have been reasonably foreseen. These circumstances relieve us from the obligation to comply with any agreed time for installation.

(4) If, during the development manufacturing of a product, a case of force majeure should occur, then the affected party to this agreement shall immediately notify their counterpart of such an event in writing, if possible within 15 (fifteen) days after becoming aware of such a case. The event shall be described in detail, and the specific contractual duties which cannot be discharged or discharged without delay as a result of such incident shall be delineated by the party affected. The party affected by this agreement shall not be responsible for the delay or inability caused by such an incident.

(5) If the suspension of the development manufacturing of a product according to the projecting situations above is expected to exceed 2 (two) months, then the deliveries and services performed until the given date, including any incomplete deliveries or services may, upon our demand, be invoiced and paid in accordance with the price specifications.

(6) Under this agreement, only those incidents shall be regarded as a case of force majeure that are beyond the control of the parties to this agreement, and where the impacts on the performance of this agreement cannot be avoided by reasonable efforts of the said parties. This includes, without limitation, acts of war (whether declared or undeclared), a state of quasi war, insurrection, revolution, rebellion, military or civil coup, revolt, uproar, riot, blockade, embargo, government act, sabotage, strike, goslow, lock-out, epidemic disease, fire, flood, storm, flood, hurricane, heavy storm or other thunderstorm with disastrous effects, earthquakes, landslide, lightning, general shortage of fuel, heavy transport accidents, any destruction or new production of material parts of the plant due to reasons outside our control.

§10 PAYMENT

(1) Our invoice amounts are net cash amounts and are payable free of any reduction to the delivery or acceptance. They are payable upon receipt of the invoice unless other payment terms have been agreed upon.

(2) The payment by the customer is to be transferred in EURO-currency to the bank account 2036036 at Deutsche Bank, Ludwigshafen, without deduction and free of expenses and costs, such as banking fees, for the seller.

(3) If the invoice amount has not been settled within 30 calendar days after the date of invoice or on another due date, then we

shall, without giving a separate warning notice, have the right to recover default interest in any event in an amount equalling 5 percentage points above the base rate of the European Central Bank.

(4) If the Customer's business is operated beyond the ordinary course of business including, without limitation, acts of seizure or a situation where a protest in relation to promissory notes or cheques has been made, payments shall be delayed or even discontinued: by judicial or out of court settlements. If insolvency proceedings shall have been petitioned or opened, or proceedings in accordance with the German Insolvency Act shall have been petitioned, then we have the right to declare all claims arising from the business relationship as immediately payable, even if we have accepted promissory notes or cheques. The same applies if the Customer is in payment default to us, or if other incidents surface which give rise to doubts as to the Customer's creditworthiness. Moreover, we may in such event demand prepayments, a security deposit, or we may rescind the agreement.

(5) In the event of shortages or defects in the delivered goods or services, the customer is not entitled to withhold payment unless the shortages or defects are immediately obvious at delivery (e.g. shipping damage), in which case the customer has the right to refuse to accept the goods. Where there are shortages or defects in the delivered goods or services the customer is only entitled to withhold payment of an amount proportional to the value of the missing or defective items or services as well as the anticipated costs of correcting the delivery (in particular the replacement and repair of missing or defective items). The customer is not entitled to obtain replacement or repair of missing or defective items if payments by the customer which were due remain unpaid. The value of due payments may be equal to the total contract value but will be reduced in proportion to the missing or defective items.

§ 11 APPLICABLE LAW

(1) Notwithstanding delivery and the passing of risk in the goods, we retain the property in the goods until full settlement of all accounts receivable and other claims by us against the Customer which have accrued under this contract, including those which will only fall due in the future.

(2) The laws of the Federal Republic of Germany shall apply. International purchase laws shall not apply. This is in particular reference to the UN Convention (CISG) on the International Sale of Goods.

§ 12 CHANGES, VALIDITY, DATA PROTECTION

(1) Amendments or supplement to this agreement shall be made in writing; they shall be recorded in document form and signed by both parties with each supplement being numbered; each party shall receive one copy thereof.

(2) If a provision of this agreement should become invalid, then this does not affect the validity of the other provisions. The parties of this agreement shall co-operate to replace the invalid provision by a legally permissible and valid provision that shall achieve the result which should have been achieved by the invalid provision. This shall apply accordingly to any incongruity in the agreement.

(3) We have stored data of the Customer in accordance with the German Data Protection Act.