

I.

Conclusion of Contract

1. All offers from suppliers, contractual conditions and all goods supplied are based on these terms and conditions and any separate contractual conditions. Contrary contractual conditions of the customer do not form a constituent of the contract, even on acceptance of order.

In the absence of a particular separate agreement, a contract comes into being with the supplier's written confirmation of order.

It is hereby agreed that the general terms and conditions of sale and delivery shall also apply for further business and contracts with the customer.

2. The offers of the supplier are without obligation and are subject to written order confirmation in the absence of express written agreement to the contrary.

3. All agreements which are entered into, including those with representatives of the supplier, only become binding on the supplier on despatch of the written confirmation. This also applies for all supplementary agreements, advice and assurances of any kind whatsoever, and in particular for agreements which deviate from the general terms and conditions of supply and delivery.

4. The documents which form a part of this offer, such as illustrations, drawings, weights and measurements, are only approximate, if not expressly stated to be precise and binding. The supplier retains title and copyright as regards cost estimates, drawings and other documents. Such documents may not be made accessible to third parties. The supplier also has the duty not to grant access to plans designated as confidential by the customer to third parties except with the customer's express permission.

II.

Scope of deliveries

1. The written confirmation of order of the supplier is decisive as regards the scope of delivery. Supplementary agreements and modifications require the written confirmation of the supplier.

2. Advice offered by the supplier is only deemed to constitute a statement or indication of a non-binding nature. This also applies to advice offered in relation to any protective rights of third parties, and does not free the customer from his obligation to review the products with regard to their suitability for the intended processes and purposes on his own behalf.

Responsibility is only accepted for advice offered to customers if such responsibility is expressly accepted by the supplier in writing. Liability is limited to the value of the goods in such cases.

III.

Pricing

1. If not otherwise agreed, prices are quoted without obligation ex the supplier's works and do not include packaging, cartage, freight, unloading or erection. Prices are exclusive of the valid legal rate of VAT.

2. If no fixed price has been agreed, the prices are based on the prime costs at the time of the order confirmation. If these increase up to the time of delivery because of a rise in expenses, the price of raw materials, auxiliaries, energy, freight or wages, the supplier shall be entitled to adapt the agreed price accordingly. The same reservations shall apply if legal measures give rise to tasks for the supplier which lead to an increase of the prime costs of the goods to be supplied. The customer does not acquire the right to withdraw from the contract as result of such price increases.

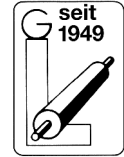
3. If freight costs, export and import fees or expenses, customs duties etc. should be accepted by the supplier at fixed rates in exceptional cases, any increases in such fees or expenses which occur prior to delivery shall be charged to the customer.

4. The packaging - if so agreed - shall be manufactured by the supplier according to the usual practice within the trade and shall be charged at cost price. Such packaging is then non-returnable.

IV.

Conditions of payment

1. Payment must be made in cash, by cheque or by bank transfer without



deduction, free to the supplier's payment location.

2. Rediscountable bills of exchange will only be accepted by the supplier by prior agreement and only by way of payment. Discounting fees and other costs will be charge of the customer. Crediting of bills of exchange and cheques is subject to irrevocable receipt of the face value and the value date shall be the day on which the supplier has the corresponding sum at his disposal.

3. In cases of delayed payment, the supplier is entitled to charge interest on arrears amounting to 8 % above the bank base rate which applies at the particular time.

4. All claims of the supplier become immediately due if the customer enters into arrears of payment or if circumstances become known to the supplier after conclusion of the contract, which in his opinion could lead to a decrease in creditworthiness on the part of the customer. In such a case, the supplier is also entitled to require full payment or sufficient security and to withdraw from the contract after granting a reasonable period of grace or to require compensation on grounds of non-fulfilment.

5. The customer is only entitled to withhold payments or to make counterclaims in so far as his counterclaims are undisputed or established in law.

V. Delivery time

1. The delivery time results from the agreements between the contractual parties. Fulfilment of the delivery time on the part of the supplier assumes that all commercial and technical questions between the contractual parties have been settled and that the customer has fulfilled all his obligations, such as for example provision of the necessary legal certificates or approvals or payment of a deposit. If this is not the case, the delivery time shall be prolonged accordingly. This shall not apply in so far as the supplier is responsible for the delay.

2. The delivery period begins with the despatch of the order confirmation, however not before provision of any documents, approvals or releases to be supplied by the customer or receipt of any deposit which has been agreed.

3. The period of delivery is considered to have been observed if the item to be delivered left the supplier's works before its expiry or readiness of despatch of the goods has been communicated to the customer. In so far as acceptance of the goods is to take place the date of acceptance is decisive, except in cases where goods are justifiably refused. In the absence of a date of acceptance, notice of readiness for despatch shall be decisive.

4. The delivery period shall be prolonged accordingly in cases of actions taken within the framework of employment disputes, in particular strikes or lockouts, as well as in the event of unforeseen obstacles which lie outside the sphere of influence of the supplier, in so far as such obstacles demonstrably have a considerable effect on the manufacture or despatch of the item to be supplied. This shall also apply if the circumstances occur in relation to a subcontractor or subcontractors of the supplier. The aforementioned circumstances are also not the responsibility of the supplier if they occur during a delay which is already in progress. In important cases, the supplier shall inform the customer of the beginning and end to such obstacles to delivery.

5. If the customer incurs damages which are due to delay caused by the fault of the supplier, he shall be entitled to demand compensation for the delay. This compensation shall amount to 0.5 per cent of the value of that part of the entire delivery which cannot be used in good time or cannot be used in accordance with the contract because of the delay for each full week of the delay, up to a limit of 5 per cent.

6. If despatch is delayed at the request of the customer, he shall be charged with the costs which arise as a result of the storage; in case of storage at the supplier's works, 0.5 per cent of the invoiced amount per month. However, the supplier is entitled to dispose otherwise of the object of the delivery following setting and unsuccessful elapse of a reasonable period of grace and to supply the customer to a correspondingly extended period of delivery.

7. Observance of the delivery period presumes fulfilment of the contractual conditions on the part of the customer.



VI.

Transfer of risk and acceptance

1. In the absence of agreement to the contrary, risk is transferred to the customer when the object of delivery is loaded at the supplier's factory or is delivered to the postal service. This also applies if partial deliveries are implemented or the supplier has agreed to supply further performance, for example payment of despatch costs. In the absence of agreement to the contrary, the customer has to make arrangements for safe transportation.

At the request of the customer, the goods shall be insured against theft, breakage, transport, fire and flood damage and other insurable risks by the supplier. If an acceptance procedure is to take place, this is decisive for transfer of risk. Acceptance must take place immediately on the date of acceptance, or alternatively after the supplier has given notice that the goods are ready for acceptance.

The customer may not refuse to accept the goods in the presence of a slight defect.

2. If despatch or acceptance are delayed because of circumstances for which the customer is responsible, the risk is transferred to the customer as from the day of despatch or readiness for delivery; however, the supplier has the obligation to have the goods insured in the manner desired by the customer at the request of the customer and at the customer's expense.

3. Items which have been delivered must be accepted by the customer, even if they exhibit slight defects. The rights of the customer remain unaffected.

4. Partial deliveries are permissible in so far as they are reasonable for the customer.

VII.

Retention of title

1. The supplier shall retain the title to the items supplied until all payments arising from the supply contract have been received. In the case of behaviour on the part of the customer which constitutes infringement of the contract, in particular in the case of delay in payment or an application for opening of insolvency proceedings, the supplier is entitled to reclaim the goods. Such reclamation of the goods does not constitute withdrawal from the contract, unless this has been expressly

stated in writing by the supplier. After the goods have been reclaimed, the supplier is entitled to turn them to account, whereby any resulting income shall be offset against the debts of the customer, minus reasonable sales costs or other associated costs.

2. The right of retention agreed in accordance with § 449 BGB (German Civil Code) is extended and exists in relation to the item delivered until all payments arising from the existing business relationship with the customer have been effected. In so far as payment of the purchase price based on the cheque/bill of exchange procedure has been agreed, the retention of title also extends to redemption of the accepted bill of exchange by the customer and does not expire when the cheque received has been credited.

3. If goods supplied to the customer are utilised alongside goods belonging to a third party, the supplier shall have joint ownership in the newly-manufactured goods. The scope of the joint ownership results from the relationship of the invoiced value of the goods delivered by the supplier and the invoiced value of the other goods.

4. The customer has the duty to treat the items with care, and in particular to insure them sufficiently at his own expense against fire, flood, breakage and theft at their as-new value. If maintenance and repair work are necessary, the customer must have this carried out in good time at his own expense.

5. The customer must not sell or pledge the goods or offer them as security and shall inform the supplier in writing without delay if the goods are seized or impounded or in the case of similar actions by third parties.

6. If the retention of title is not effective according to the foreign law in whose jurisdiction the goods are located, the type of security corresponding to retention of title in this location shall be deemed to have been agreed between the parties. If the cooperation of the customer is needed in order for such rights to apply, at the request of the customer he shall be obliged to undertake all actions which are necessary for the establishment and maintenance of such rights of retention of title.



VIII.

Assembly work

If the supplier undertakes further assembly work on the items delivered to the customer, this shall be paid for according to the actual work involved.

IX.

Liability for defects in the goods delivered

The supplier shall accept liability for defects as regards the goods delivered, including absence of warranted characteristics as follows, excluding all further claims:

1. All those parts which prove to be unsuitable for use or considerably limited as to use within 12 months of commissioning as a result of a circumstances which existed prior to the transfer of risk, in particular due to lack of conformity to type, inferior materials or faulty implementation or manufacture, shall be repaired or replaced at the discretion of the supplier. Such defects must be reported to the supplier in writing immediately on discovery. Parts which have been replaced become the property of the supplier. If despatch, erection or commissioning of the goods is delayed for reasons which are not due to the supplier, liability shall lapse at the latest 12 months after transfer of risk. With regard to goods which are mainly manufactured by a third party, the liability of the supplier is limited to renunciation of his potential claims against the third party.

In the case of hidden defects which are revealed in the course of the guarantee period, at his own discretion the supplier has the right to pay a proportion of the value of the goods as compensation for the fact that the customer was unable to use or benefit from the goods as an alternative to providing replacements.

2. No liability is accepted for damages which occurred for the following reasons:

Unsuitable or incorrect use, lack of assembly or commissioning by the customer or third parties, normal wear and tear, incorrect or careless handling, unsuitable operating materials, replacement materials, chemical, thermal, mechanical or electrical influences, in so far as these cannot be attributed to fault on the part of the supplier.

3. The customer must, by agreement, allow the supplier the necessary time and opportunity to carry out repairs and supply replacements which can reasonably be considered necessary. Otherwise the supplier is released from defect liability. Only in urgent cases where operational safety is at risk, and in order to avoid disproportionately serious damage, where the supplier must be informed without delay, or if the supplier delays in rectifying the defects, is the customer entitled to rectify the defects himself or have them rectified by a third party, and to demand reimbursement of the necessary costs.

4. Of the direct costs arising from the repair or replacement, the supplier – in so far as the complaint proves to be justified – shall pay the costs for the replacement part including despatch as well as reasonable costs for disassembly and assembly. All other costs shall be paid by the customer.

5. The warranty period for the replacement part and for the repair is 12 months. However, it shall run at least until expiry of the original warranty period for the goods supplied. The period of liability for defects in the item supplied is prolonged by the interruption in operation caused by the repair work.

6. No liability is accepted for consequential damage arising from changes or repairs to the goods supplied which are carried out improperly by the customer or a third party and without the previous approval of the supplier.

7. The supplier shall only be liable for damages which have not occurred with regard to the item supplied itself - for no matter what legal reason – in the following cases:

- a) deliberate intent;
- b) gross negligence on the part of the owner of the business/the executive or other bodies or members of management;
- c) culpable injury to life, limb or health;
- d) if defects are present which were maliciously concealed or whose absence was guaranteed;
- e) if defects are present in the goods supplied for which there is liability according to product liability law as it regulates damage to persons and property caused by goods in private use. This also applies to damages based on fraudulent intent to deceive or which



occur despite particular guarantee undertakings.

If basic contractual obligations are culpably infringed, the supplier shall also be liable in cases of gross negligence by non-management employees and in cases of slight negligence, in the latter case limited to the typical, reasonably foreseeable damages for the type of contract in question.

8. If the goods supplied cannot be used for their intended purpose according to the contract due to fault on the part of the supplier as a result of failure to implement or to correctly implement suggestions and advice which were proffered before or after conclusion of the contract or due to infringement of other accessory obligations – in particular relating to the instructions for operation and maintenance of the items supplied, the provisions of Section IX shall apply accordingly, excluding further claims.

Any further claims are excluded.

X.

Rights of the customer to withdrawal from the contract, cancellation

1. The customer is entitled to withdraw from the contract if the entire performance becomes impossible for the supplier before transfer of risk. The same applies in the case of impossibility on the part of the supplier. The customer can also withdraw from the contract if, when ordering identical items, it becomes impossible to supply a certain number of said items, and he has a justified interest in rejecting partial delivery. If this is not the case, the customer can reduce payment accordingly.

2. If there is a delay in performance on the part of the supplier and the customer allows the supplier a reasonable period of grace accompanied by a statement that he will refuse to accept the performance after this time, and if the performance is not implemented within the period of grace, the customer is entitled to withdraw from the contract.

3. If impossibility occurs during delay in acceptance or through fault on the part of the customer, the customer shall remain liable for payment for the goods.

4. The customer also has the right to rescind the contract if the supplier does not

repair a defect or replace goods which are defective in the sense of these conditions of supply and delivery within a reasonable period of grace accorded to him due to his own fault. The right of the customer to rescind the contract also exists when the supplier does not succeed in repairing or replacing the goods.

5. All further claims of the customer are excluded, in particular also cancellation of the contract or reduction in payment and also compensation for damages of any kind whatsoever, including damages which have not occurred in relation to the items delivered themselves. This waiver does not apply in cases of deliberate intent or gross negligence according to Item IX. 7. of these conditions.

XI.

Rights of withdrawal of the supplier

If unforeseen events and other cases of Act of God occur which considerably change the commercial significance or content of the performance, or have a considerable effect on the supplier's business, or if it becomes clear after the event that it is impossible to implement the order, the supplier has the right to withdraw from the contract in part or as a whole. Under the aforementioned circumstances the right of withdrawal can also be based on events which initially only caused the supplier to select prolongation of the agreed period of delivery. The customer shall not be entitled to compensation based on such a withdrawal. If the supplier wishes to make use of his right of withdrawal, he must inform the customer immediately the consequences of the event become known.

XII.

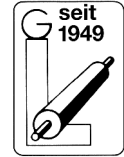
Period of limitation

All claims of the customer – regardless of the legal reason on which they are based – lapse after 12 months. The legal periods of limitation apply for claims to compensation according to IX., 7 a) – e).

XIII.

Legal venue, governing law

1. The law of the Federal Republic of Germany which is applicable for the legal relationships of parties within the Federal Republic of Germany shall govern all legal relationships between the supplier and the customer. The UN Convention of Contracts



for the International Sale of Goods (CISG) is excluded.

2. If, at conclusion of the contract, the customer is acting in the course of his company or independent professional business (i.e. if he is a businessman in the legal sense of the term), or a legal entity under public law or a legal entity of a special estate under public law, charges relating to all conflicts arising from the contractual relationship shall be brought before the court within whose jurisdiction the registered office of the supplier lies. However, the supplier is also entitled to bring charges before the court which is responsible for the registered office of the customer.

XIV.
Arbitrating body

1. If the parties to the contract agree that an arbitrating body shall be responsible for the settlement of disputes, each party must name an Arbitrator within four weeks of being requested to do so by the opposing party. The Arbitrators shall elect the Third Arbitrator before the start of negotiations. If they cannot agree on the Third Arbitrator within four weeks of their election, at the request of one of the parties the Third Arbitrator shall be named by the President of the Regional Court responsible for the registered office of the supplier. This court shall also name an Arbitrator on behalf of any party which is late in naming its own Arbitrator.

2. The arbitrating body has to proceed and rule in accordance with the conditions of supply and delivery agreed between the parties. Otherwise, §§ 1026 – 1059 of the Federal Code of Civil Procedure shall apply to the arbitration proceedings.

XV.
Partial invalidity

1. Complete or partial invalidity of any of the previous provisions shall not affect the validity of the remainder of the General Terms and Conditions of Business or the contracts which are concluded on the basis of these conditions.

2. The present General Terms and Conditions of Business supersede all earlier versions.

Neuss, 01.11.2005