

The following General Terms and Conditions (hereafter "T&C") apply to all offers and order confirmations as well as for all deliveries, services and other performances, including the provision of advice and information. The following are regarded as being a performance within the context of these T&C: laboratory measurements, provision of advice, appraisals, development of methods and procedures, among others. These T&C only apply to companies within the meaning of the BGB (German Civil Code). Any conditions imposed by the purchaser that are contrary to these T&C or vary from them will only be recognized if we have expressly agreed to their application in writing.

1. Making the contract

1.1 In principle, an order is to be regarded as only being an offer and we are not obliged to accept it. Provided that it is not effectively cancelled, we are allowed to accept it within two weeks. Acceptance takes the form of a written order confirmation. Observation of the written form requires neither a personal signature nor an electronic signature. Messages via fax or E-Mail are sufficient to maintain the written form, as are any other forms of text.

1.2 Varying conditions of the purchaser, e.g. in the form of subsidiary agreements, provisos, alterations or additions are only binding for us when they have been expressly confirmed by us in writing. Drawings, illustrations, weight information and all other documents belonging to the offer are, unless specifically confirmed, only approximate. The purchaser is responsible for the consequences resulting from wrong or incorrect information (drafts, drawings, etc.) and the transmission of such information. In contrast to series models, the purchaser is obliged to accept custom-made models.

2. Prices and terms of payment

2.1 A binding price is first set down in our written order confirmation and under the reservation that the order data on which the order confirmation is based remains unaltered. The prices are to be understood, if nothing to the contrary has been expressly agreed, as being ex works and do not include packing, postage, any other dispatch costs or the value-added tax valid at the time of delivery. After the order confirmation has been issued any alterations to the subject of the order or services made at the request of the purchaser will be charged to the purchaser.

2.2 Provided that nothing to the contrary has been expressly agreed, payment is to be made net without deductions within 30 days of the date of the invoice; for repairs payment is due immediately. Payments are to be made in EURO without deductions and free of expenses and other costs by direct transfer to a banking account named by us. In the case of non-punctual payment we are entitled to demand penal interest at a level of 8 percentage points above the current basic interest rate with it still being possible to prove at any time that a higher damage has been caused by delayed performance.

2.3 We can only deliver tax-free goods to customers within the European community if we are provided with the tax ID No. of the purchaser. Deliveries to other countries are only possible if the purchaser pays in advance or by irrevocable and confirmed Letter of Credit (LoC).

2.4 If payments are not made punctually then we have the right to cancel subsequent orders or not to deliver them.

2.5. If an application is made for the opening of insolvency proceedings against the property of the purchaser, or if the purchaser neglects to perform important obligations that are due to us, or if the purchaser has provided incorrect information about his creditworthiness then any outstanding claims become immediately due for payment; deferred payment is no longer possible.

3. Right of the purchaser

3.1 The purchaser only has the right of offset against our demands if his counterclaims have been legally determined or are uncontested. The purchaser is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

4. Delivery time

4.1 The start of the delivery time given by us is based on the assumption that all technical problems have been clarified and that the purchaser has fulfilled all obligations and duties punctually and properly. If import licenses or other permits are necessary in the country of destination then the purchaser must provide us with their number, date of approval and period of validity when placing the order.

4.2 The time of delivery applies with the reservation that we obtain our supplies correctly and punctually. The time of delivery has been complied with when the purchaser is informed that the goods are ready for dispatch within the time of delivery. After receipt of such information the purchaser is obliged to accept the goods immediately. Any alteration to the subject of the order, which the purchaser may demand within the time of delivery, interrupts and extends the time of delivery accordingly.

4.3 We are entitled to make delivery before the agreed date. Part-deliveries and part-performances are permitted to a reasonable extent. If the agreed delivery time is exceeded then we are entitled to set a reasonable date for fulfilling our obligations.

4.4 If the purchaser defaults in acceptance or culpably infringes other duties of cooperation then we are entitled to demand compensation for any damage caused, including any additional expenses incurred. We retain the right to make further claims.

4.5 In the case of force majeure and other unforeseeable or unusual circumstances for which we are not responsible the time of delivery is extended by a reasonable extent should this prevent us from fulfilling our obligations punctually. If the above circumstances cause the delivery or performance to be impossible or unacceptable then we are released from our obligation to make delivery. Should the duration of the delay in delivery exceed three months then the partners are entitled to withdraw from the contract. If the delivery time is extended or if we are released from our obligation to make delivery then the purchaser cannot derive any claims for damages from this. We can only invoke the above circumstances if we have informed the purchaser about them at short notice.

4.6. The extent of compensation for damages caused by delay is limited to 0.5% and to 200% of the particular performance value for other breaches of duty, which as a result of the delay could not be used punctually or as stipulated in the contract.

5. Dispatch

5.1 The dispatch of the subject of the delivery is to the purchaser's risk. The risk is transferred to the purchaser as soon as the shipment is transferred to the person carrying out the transport or has left our warehouse for dispatch, regardless of whether the dispatch is made from the place of performance or who pays the freight charges.

5.2 If the goods are ready for dispatch and dispatch or acceptance is delayed for reasons for which we are not responsible then the risk is transferred to the purchaser on receipt of our communication that the goods are ready for dispatch.

5.3 Transport or technical insurance will only be taken out at the express request of the purchaser and to his account.

5.4 The delivery clauses (e.g. fob, cif, c&f) are to be interpreted in accordance with the latest edition of the "Incoterms" issued by the International Chamber of Commerce (ICC).

6. Retention of ownership

6.1 We only deliver according to the retention of ownership described below. This also applies to all future deliveries even if we do not always expressly refer to it. We retain ownership of the supplied goods until all claims arising from the delivery contract have been paid in full.

6.2 For as long as the property has not been transferred to him, the purchaser is obliged to treat the purchased goods with care. In particular, he is obliged to adequately insure them against theft and damage by fire or water at their reinstatement value and at his own cost. If maintenance and service work have to be carried out then the purchaser must carry them out punctually at his own cost. For as long as the property has not been transferred the purchaser must immediately inform us in writing if the supplied goods are subjected to attachment or any other actions by third parties. If the third party is not able to reimburse us for the costs incurred in and out of court for bringing an action according to § 771 ZPO (Code of Civil Procedure) then the purchaser is liable for the financial loss we have suffered.

6.3 If our agreement has been obtained then the purchaser is entitled to resell the reserved goods in normal business proceedings. The purchaser assigns the claims of the receiver arising from the resale of the reserved goods to us at this stage. This assignment is accepted by us at this stage and applies regardless of whether the purchased goods have been resold with or without having been processed. If our agreement has been obtained then the purchaser is entitled to collect the claim even after the assignment. This does not affect our entitlement to collect the claim ourselves. However, we will not collect the claim as long as the purchaser meets his obligations to make payment from the proceeds received, is not in default in payment and, in particular, as long as no application for opening insolvency proceedings has been made and he has not stopped making payments.

6.4 Machining or processing the purchased goods does not affect our rights of ownership.

6.5 If the value of securities exceeds the claims to be secured by more than 20% then the purchaser is allowed to demand the release of the exceeding securities.

7. Warranty claims and notices of defects

7.1 Warranty claims by the purchaser require that he has properly complied with the duties of investigation and complaint in accordance with §§ 377HGB (German Commercial Code). If despite the greatest degree of attention defects are discovered then, in accordance with § 377 HGB, obvious defects must be notified immediately, at the latest within 5 working days after receipt of the goods, and hidden defects immediately after their discovery, otherwise the goods are regarded as having been approved.

7.2 If, despite all due care having been taken, the delivered goods prove to have a defect that was already present at the time when transfer of risk took place then, subject to notices of defect within the agreed time, we will at our own choice either remedy the defect or supply a replacement. We are always to be provided with opportunities for remedying a defect within a reasonable time. If two attempts to remedy the defect should prove to be ineffective then the purchaser - without prejudice to any claims for damages - can withdraw from the contract or reduce the payment. The purchaser cannot demand reimbursement for expenditure made in vain.

7.3 Warranty claims do not exist if there is only an immaterial variation from the agreed quality, if the usability is only immaterially affected, for natural wear and tear or for damage occurring after the transfer of risk as a result of faulty or negligent treatment, excessive stress, constructional changes made by the purchaser, inexpert repairs, non-observation of the instruction manual, unsuitable operating material or as a result of exceptional external influences such as force majeure which were not foreseen in the contract. If the purchaser or third parties carry out inexpert maintenance work or make alterations then no warranty claims can be entertained for these or their later consequences.

7.4 Warranty claims expire 12 months after the goods we have supplied have been delivered to the purchaser. Our agreement must be obtained before any goods are returned. If later deliveries and repairs are carried out this does not mean that the warranty period starts again.

7.5 Claims by the purchaser for reimbursement of the expenditure required for remedying a defect, in particular transport, infrastructure, working and material costs are excluded, to the extent that the expenditure has been increased because the goods supplied by us have subsequently been taken to a location different from the premises of the purchaser, unless such a removal is in accordance with their proper usage.

7.6 In the case of malicious silence with regard to a defect or in the case of the acceptance of a quality guarantee at the time of risk transfer then the rights of the purchaser is only those provided under the statutory provisions. A quality guarantee must always - even in the case of follow-up business - be specifically mentioned as such in the written order confirmation. In particular, catch-phrase-like descriptions, references to generally recognized standards, the use of trademarks or quality labels or the presentation of models or samples do not themselves form the basis for the assumption of a guarantee or undertaking.

7.7 Any further or other warranty claims by the purchaser against us and our vicarious agents other than those regulated in clause 7 are excluded.

8. Liability

8.1 If it is our fault that the goods supplied cannot be used for their intended purpose as described in the contract as a result of omitted or incorrect realisation of proposals or advice made or provided before or after the contract was signed, or if other subsidiary contractual obligations are infringed - in particular the instructions for operation and maintenance of the delivered goods - then the provisions made under items 6 and 7 apply accordingly with the exclusion of any further claims by the purchaser.

8.2 Regardless of any other legal considerations, we are only liable for damage that has not occurred to the delivered goods itself in the following cases:

- a. wilful intent
- b. gross negligence
- c. culpable injury to life, the body or health
- d. faults in the delivered goods, to the extent that the product liability regulations for injury to persons or property cover damage to privately used objects.

8.3 In the case of culpable violation of important contractual obligations we also accept liability for the gross negligence of non-management staff and for ordinary negligence; in the latter case this is restricted to typical contractual damage that could be reasonably foreseen.

8.4 All further claims are excluded.

8.5 Notwithstanding the observance of the legal regulations and those provided in the T&C, the purchaser can only demand compensation for damages instead of performance after he has additionally threatened us with rejection of the performance and, if the performance fails to materialize, finally rejects the performance within a reasonable period after the threatened rejection.

8.6 The period of limitation for contractual claims similarly applies to non-contractual claims that the purchaser has against us which compete with contractual claims. Provided that we are not liable with intent or the claim of the purchaser has not already been struck by the statute of limitations then a preclusive period of six months applies for bringing an action for compensation in damages, starting with the rejection of the payment of damages.

8.7 The above provisions for liability also apply for legal claims by the purchaser for compensation for expenditure in vain as well as for the personal liability of our non-manual staff, employees, staff members, representatives and vicarious agents.

9. Confidentiality and industrial property rights

9.1 The purchaser will treat all data and information concerning our business with confidentiality and keep it secret, provided that it is neither generally accessible nor generally known.

9.2 We retain all rights of ownership, copyrights, and other industrial property rights to any illustrations, drawings, calculations and other documents provided by us in physical or electronic form as well as software. However, the purchaser may use the working results drawn up by us provided that they have been legally acquired during the conduct of business. Unless any written agreement to the contrary exists these results will only be communicated to the purchaser.

9.3 Data concerning the purchaser that has been obtained during the business relationship will be stored and processed by us within the meaning of the data protection regulations and will not be given to third parties.

10. Place of jurisdiction

10.1 The only place of jurisdiction for all disputes between the parties arising from the contract is Hamburg.

10.2 The only laws, which apply, are those of the Federal Republic of Germany under the exclusion of the UN agreement on Contracts concerning the International Sale of Goods (CISG). This is a translation of a German original document. While all due care has been taken with the translation, the original German version is the only legally valid document.

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