

General Terms Of Business**I. Scope/Offers**

1. These General Terms Of Business apply for all – including future – contracts relating to deliveries and other services including plant contracts and the supply of non-fungible goods. The buyer's terms of purchase will be ineffective even if they are not expressly rejected by the seller.
2. The offers submitted by the seller are not binding. Verbal agreements and assurances given by the employees of the seller in connection with the conclusion of the contract and amendments to the contract shall only be binding on receipt of the seller's written confirmation.
3. In doubt, trade terms should be interpreted according to the latest Inco Terms.

II. Prices

1. Unless otherwise agreed, the prices and terms specified in the seller's price list that is valid at the time the contract is concluded shall apply.
2. If levies or other external costs which lie outside the influence of the seller and are included in the agreed price change later than four weeks after the contract is concluded or if new costs of this nature arise, the seller shall be entitled to alter the price appropriately.

III. Payment after billing

1. Unless otherwise agreed or specified on the invoice, the purchase price will be immediately due on delivery without cash discount and must be remitted in such a way that the seller can freely dispose of the amount on the due date. The transaction costs will be borne by the buyer. The buyer shall only be entitled to rights of set-off or retention if his counter-claims are undisputed or are recognized by declaratory judgment.
2. If payment has not been received by the due date or in the case of a default in payment, the seller is entitled to charge default interest in the amount of 8 % above the authoritative base interest rate, unless, of course, a higher interest rate has been agreed. This does not affect the seller's right to assert further claims for default compensation.
3. If the buyer is in default in payment to a substantial amount or if he fails to honor a bill of exchange on the date of the bill or in the presence of other circumstances that suggest

that the buyer's capacity to pay has deteriorated to such an extent since the conclusion of the contract that the seller's demands for due payment are endangered, the seller is entitled to make all claims from the ongoing business relationship that are not statute-barred due and to demand adequate security or advance payment for outstanding deliveries and services from the ongoing business relationship, unless, of course, the buyer has already put forward adequate security.

4. Any agreed cash discounts are only granted on the amount of the invoice excluding freight and are subject to the full settlement of all due amounts within the discount period.

IV. Executing delivery, delivery periods and deadlines

1. Delivery obligations are subject to a punctual, proper and sufficient self-supply from suppliers except in cases where the seller is responsible for the incorrect or late self-supply.
2. Details relating to delivery times are approximate. The delivery periods commence on the date the order is confirmed and their observance is subject to the punctual clarification of all details relating to the order and the buyer's timely fulfillment of all obligations such as the furnishing of all official certifications, the opening of credits and guarantees or the payment of deposits.
3. The time at which the consignment leaves the plant or warehouse is decisive for the observance of delivery periods or deadlines. If the consignment cannot be dispatched for reasons that lie beyond the control of the seller, the deadline or delivery period shall be deemed to be observed on notification that the goods are ready for dispatch.
4. In cases of force majeure or other unforeseeable, extraordinary, unavoidable circumstances – e.g. material acquisition difficulties, breakdowns in operations, strikes (also in the seller's plant), lock-outs, lack of transport possibilities, public intervention, power supply problems, etc. even in cases where a supplier is responsible – the delivery periods will be extended appropriately. If, due to one or more of the above circumstances, delivery within the specified period is impossible or unreasonable, the seller will not be obliged to observe the delivery period. In cases where the delay is longer than one month the buyer is entitled to withdraw from the contract.

V. Reservation of ownership

1. All delivered goods will remain the property of the seller (reserved goods) until all accounts receivable have been settled and, in particular, the respective balance claims due to the seller within the framework of the business relationship (current account reservation). This also applies for future and conditional claims, e.g. from acceptor's bills and also when payments for specified claims are made. This current account reservation expires permanently on settlement of claims that are outstanding and included in the current account reservation at the time of payment.
2. If the buyer has not defaulted in payment, he shall be entitled to sell the reserved goods in the ordinary course of business under his normal terms of business provided that the amounts receivable from the resale are assigned to the seller in compliance with Numbers 3 - 5. He is not entitled to dispose of the reserved goods in any other manner.
3. The amounts receivable from the resale of the reserved goods together with all securities the buyer has acquired for the claims are assigned at this point to the seller. They serve as security in the same extent as the reserved goods. If the reserved goods are sold by the buyer together with other goods that were not purchased from the seller, the amounts receivable from the resale will, in part, be assigned to the seller. The amount surrendered will be based on the relationship between the invoice value of the conditional goods and the invoice value of the other goods sold. In the event of goods being sold in which the seller holds a co-ownership share, the amount surrendered will correspond to the value of the co-ownership share.
4. The buyer is entitled to collect amounts receivable from the resale. This authorization to collect expires in the event of the authorization being revoked or, at latest, when the buyer defaults in payment, fails to honor a bill or initiates insolvency proceedings. The seller will only use his powers of revocation should he become aware of circumstances that suggest that the buyer's capacity to pay has deteriorated to such an extent that the seller's demand for due payment is endangered. Upon the seller's request, the buyer is obliged to immediately notify his customers of the assignment and forward to the seller all documentation that is required for collection.
5. The buyer must immediately inform the seller of any other third-party

distraints or enforcement measures. The buyer shall bear all cost associated with the removal of third party access to the property or the returning of the reserved goods unless these costs are covered by third parties.

6. If the invoice amount exceeds the value of the securities for the secured claims including accessory claims (interest, costs)) by more than 25 %, the seller shall, upon the request of the buyer, be obliged to release securities at his discretion.

VI. Shipment, passing of risk, packaging

1. The seller selects the shipping route and mode of transport as well as the forwarder and haulage contractor.
2. Goods which have been notified as being ready for dispatch in compliance with the contractual stipulations must be collected immediately otherwise, the seller shall, having forwarded a reminder, be entitled to ship the goods at the cost and responsibility of the buyer or, at his own discretion, hold the goods in storage and bill immediately.
3. If, at no fault of the seller, it is impossible to ship the goods using the planned route or to transport the goods to the planned destination within the planned time, he shall be entitled to ship the goods on an alternative route to an alternative destination . In this case, the buyer shall bear any additional costs. The buyer will be given an opportunity to express his views on this matter prior to the shipment of the goods.
4. The goods are normally delivered packed and protected against corrosion. The seller shall select the packaging, protection and means of transport on the basis of his experience at the customer's expense. The packaging and protection materials cannot be returned to the seller's warehouse. The costs for disposing of these materials will not be borne by the seller.

VII. Liability for material defects

1. The seller must be immediately notified in writing of any material defects. Material defects which are not immediately detected even after careful inspection must – following the immediate discontinuation of any treatment and processing

procedures – be reported to the seller in writing immediately after detection but at latest before expiry of the limitation period.

2. In the case of a justified complaint within the limitation period, the seller can, at his own discretion, rectify the error or deliver a replacement that is free of defaults (right of rectification). Should the attempt to rectify or replace the goods fail, the buyer shall be entitled, after an appropriate period of time, to reduce the purchase price or withdraw from the contract. If the defect is not of a serious nature or if the goods have already been sold, processed or reformed, the buyer will only be entitled to reduce the purchase price.
3. The seller shall bear any rectification costs provided that, in individual cases, the costs bear a reasonable relationship to the purchase price of the goods and provided that the seller is responsible for the defects. Any costs resulting from the goods that have been sold having been moved to a location other than the place of performance shall not be borne by the seller unless this is regulated in a different manner in the contract.
4. Following the performance of the agreed acceptance procedure by the buyer, complaints relating to material defects that could have been detected in the course of the agreed acceptance procedure, are no longer acceptable.
5. If the buyer does not immediately provide the seller with an opportunity to examine the material defect, all rights pertaining to the material defect will become void.

VIII. General limitation of liability

1. The seller shall only be liable – also for his managerial staff and other vicarious agents - for a breach of contractual and non-contractual obligations towards the buyer in cases where intent or gross negligence is applicable. The liability of the seller shall be limited to typical, foreseeable damages at the time the contract was concluded. In addition, the seller cannot be held liable for deficiency losses and consequential damage.
2. The limitation of liability does not apply if there is a negligent violation of essential contractual obligation

(cardinal obligations) that could endanger the purpose of the contract nor does it apply as far as there is an obligatory liability in the event of intentional behavior, gross negligence, injury to life, body or health. Moreover, the limitation does not apply in cases where the seller has provided a guarantee for the quality of the goods sold nor in cases of obligatory liability in compliance with the German Product Liability Act. The regulation relating to onus of proof are not affected by this.

3. Unless otherwise agreed, contractual claims on the part of the buyer against the seller arising from and in connection with the delivery of the goods become void one year after the delivery of the goods. This time limit also applies for goods which, in accordance with their normal manner of utilization, are used for construction purposes and are responsible for the defectiveness of the constructed object. The time limit does not, however, apply in cases where this manner of utilization was agreed in writing. Not affected here are liabilities arising out of a breach of obligations on the part of the seller where intent or gross negligence is applicable, culpable damage leading to death, physical injury of damage to health as well as the expiry of the right of recourse.

IX. Written form

If the written form is deemed to be obligatory in these terms or on the basis of a contractual stipulation, the transmission of notices by fax or e-mail or another means of electronic data transmission is deemed to be in keeping with this obligation.

X. Place of jurisdiction and applicable law

1. The sole place of jurisdiction is the principle place of business of the seller. He can also institute legal proceedings against the buyer at the buyer's place of jurisdiction.
2. All legal relations between the seller and the buyer shall be subject to these terms and the legislation at the seller's principle place of business including the provisions of the United Nations Convention (Vienna) of 11 April 1980 on contracts for the international sale of goods.

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