

PURCHASING CONDITIONS

1. Order and confirmation

Only written orders which are provided with our signatures are legally binding for the customer. Oral agreements require the written confirmation. The letter of confirmation from the agent contains deviations from the purchasing conditions of the customer which are only recognised as being binding if they are confirmed in writing. Silence is not valid as agreement. For the order, otherwise the purchase conditions of the customer are valid.

2. Delivery dates

The agent is to exactly adhere to the agreed upon dates. Acts of God and conditions which are not the fault of the agent only relieve the agent if he, as soon as he is able to, informs the customer. If the agent refrains from this information or if he provides it with a delay, as well as in the case of the exceeding of the date, the customer is entitled, after a warning and the setting of a new date and the expiry thereof, to retreat from the contract. In the case of a delay in the delivery which is the fault of the agent, the customer can demand compensation due to non-fulfilment of the contract instead of the retreat. Other legal rights of the customer remain unaffected hereby.

3. Guarantee and reprimands due to faults

The services of the agent are to be carried out according to the best rules of technology and handcrafts. They must correspond with the special regulations for the order. The agent ensures that the delivery object meets the prescribed characteristics of the order, furthermore he ensures for the usefulness of the construction which he has suggested, for the right calculation as well as for the use of the best materials which correspond to the purpose and the proper completion.

In particular valid for the guarantee as secured characteristics are:

- a) the agreed upon performance and the agreed upon consumption figures,
- b) proper and operationally safe work,
- c) the quality of the construction and the model,
- d) the use of the appropriate materials for all parts,
- e) the fulfilment of the safety regulations of the authorities and professional associations, in particular the accident prevention regulations of the respectively responsible employer's mutual insurance association. Any required protective facilities are also to be supplied and included in the price.

The guaranty period is, if not agreed upon otherwise, two years. It begins with the acceptance or, if such is not required, with sending of the reprimand, at latest however 3 months after the receipt of the service in the plant of the customer. The official acceptance of a service of the customer does not affect the guarantee.

The guarantee period is extended respectively without further notice by the time span between the reprimand due to a fault and the correction of the fault or the definitive rejection of the correction of the fault. The objection of the reporting of faults which is not on time is not admissible.

In the case of a warranty claim, the customer has the choice between his legal rights and the right for improvement. If the customer selects the improvement, the agent is to immediately correct all faults which result during the guarantee period and which are not provably outside of his liability at his own cost. If he should be in default, the customer is entitled however not obliged to take the needed steps at the cost of the agent.

4. Drawings, constructions

Drawings, constructions, calculations and other documents like samples and models which are provided by the customer or prepared according to his information remain or become the property of the customer. They may not be used for third parties. They are to be handed over to the customer upon his request or after the implementation of the order.

5. Trademark rights of third parties

The agent is liable for not infringing upon the patents or commercial protection rights of third parties through his services. He released the customer from all possible claims of third parties. Any licensing fees are carried by the agent.

6. Prices, additional costs

The prices are the steady prices. Prices which deviate from the order or later price changes are only valid if they are agreed upon explicitly in writing. If price changes are agreed upon due to salary and price fluctuations during the implementation period, the agent is to inform the customer within at latest two weeks after the basis of the price change has become known of the demand of an increase in price in writing, otherwise the steadily set prices retain their validity.

Packaging and insurance costs are the burden of the customer.

7. Bills

Bills are to be written on the sending date and must be given to the customer in double copies.

8. Payment

The payment is considered to be paid with the day of the payment authorisation of the customer to the bank or post.

In case no special agreement has been made, the customer can make the payments with a payment form of his own choice. With payments with own acceptance or customer change with a duration of up to three months, the customer carries the note tax and the discount of the German Central Bank, calculated as of the day of the handing in of the exchange.

With complete or partial withdrawal of the object of delivery, irrespective of other agreements, the agent has to refund the payments for the withdrawn objects which have already been made, and as of the day of the payment for a sum of 2% of the discount rate of the German Central Bank are to be charged.

9. Passage of title

The customer retains the property of the material provided by him for the completion of the object of the order as well as objects resulting from the processing. The agent is obliged to separately store and label the objects which are under the ownership of the customer.

If the customer makes a payment or partial payment, the agent is obliged to use this payment for the property of third parties which is required for the production of the object of the order. He transfers for this case the ownership of these objects to the customer so that with the point in time of the entry of the object and at latest with the payment to third parties made by him the ownership is transferred to the customer. The agent concedes his claims to the acquisition of the ownership to the customer as far as the ownership of such objects still has not been transferred to the customer.

The agent intends a possible processing for the customer without the resulting additional obligations for the customer. If the agent processes goods which are the property of the customer with other goods, the customer is co-owner of the new objects at the time of the processing, in relation to the value of the processed goods provided by the customer and/or his payment to the other goods of third parties. His co-ownership shares which result from the combination, mixing or commingling of the supplied goods with other materials are transferred by the agent now to the customer. The agent will hold the objects as custodian for the customer with professional care.

10. Concession of claims

Without explicit written agreement, the agent may not transfer his claims from the supply contract, neither wholly or partially, to third parties.

11. Place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction is Essen. For the contractual relationship German property law is valid. The law of 5 July 1989 on the UN purchasing law (Viennese CISG agreement) is excluded.

Essen, in July 2007