

GENERAL TERMS AND CONDITIONS OF DELIVERY AND INSTALLATION, Status 05/2007

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I. Scope and Conclusion of Contract

1. The most recent Version of our General Terms and Conditions of Delivery and Installation shall apply to any and all arrangements under which we provide Services, including future performance within the scope of ongoing business relationships, even if these General Terms are not expressly agreed to. The applicable rates for our Service charges shall be those in force on the date of the provision of the services - as stipulated in the then applicable version of our price list.
2. Our General Terms and Conditions of Delivery and Installation shall apply exclusively; we do not recognise any other conditions of Customer which deviate from our General Terms and Conditions of Delivery and Installation, unless we have expressly consented to their application in writing. Our General Terms and Conditions of Delivery and Installation shall also apply even if we unreservedly make the delivery and/ or performance to Customer with the knowledge of other conditions of Customer which deviate from our General Terms and Conditions of Delivery and Installation.
3. Our offers are non-binding. A contract shall only have been made when our written confirmation of order has been given.
4. All agreements which have been made between us and Customer for the implementation of this contract shall be set down in this contract in writing.
5. Our fulfillment of the contract with respect to contractual obligations subject to governmental export regulations shall be subject to the condition that the required licenses are issued to us.
6. The documents and information delivered and made by us such as pictures, drawings, weights and measures are only binding upon us as conditions of the contract if we have expressly specified them as an element of contract or make specific reference to them as binding in the writings that govern the parties' relationship.
7. We reserve all ownership rights and intellectual property rights with respect to samples, cost estimates, drawings, documentation and similar information of a tangible or intangible nature - whether in physical or in electric form; they may not be made available to third parties without our express written consent.
8. Though the "Written form", as defined by the German Civil Code, may be replaced by fax, it may under no circumstances be replaced by the "Electronic form" pursuant to Sec. 126a German Civil Code or the "Text form" pursuant to Sec. 126b German Civil Code.
9. These General Terms and Conditions of Delivery and Installation shall only apply to companies in the sense of § 310, Subsection 1, German Civil Code (Bürgerliches Gesetzbuch - BGB).

II. Prices and Payment

1. Our prices shall apply ex works and are exclusive of packaging, loading and additional VAT in the respective valid amount.
 - a. In case of delivery within the European Union, Customer must, within a reasonable time prior to the contractually agreed delivery date, provide us with his VAT identification number as a proof of his exemption from turnover tax. In the event that no such notification is given or such notification is not timely given, we reserve the right to charge VAT in the appropriate amount.
 - b. We reserve our right to charge VAT in the appropriate amount for deliveries outside the European Union to the extent that we do not receive sufficient and valid proof of export within one month of shipment.
2. Cost estimates are only valid if made in writing.
3. Unless otherwise agreed, Customer shall make payment as follows:
 - a. If Customer is domiciled within the European Union
35% down payment upon receipt of the confirmation of order;
35% 3 month upon receipt of the confirmation of order,
30% as appropriate, of the notice of readiness for shipment.
 - b. If Customer is domiciled outside the Federal Republic of Germany:
1/3 down payment upon receipt of the confirmation of order,
2/3 by an irrevocable L/C, bank confirmed, in favor of us, place of payment Dormagen, Federal Republic of Germany, payable against shipping documents or, if shipment is delayed on reasons for which we bear no responsibility, against the warehousing receipt and trade account.
Banks- and confirmation charges are to be borne by buyers.
4. Installation, repairs and other services shall be invoiced at the current rates for our service charges as stipulated in our price list applicable at the time of requested performance, as modified from time to time, which can be requested from us. Additional charges shall be payable for work beyond regular working hours. Travel and waiting time shall be deemed to be work time.
5. Payments are to be made to one of our accounts without any discount.
6. Customer may only set off payments with counterclaims whose legal basis is not disputed by us or is judicially final and absolute or has been recognized by us. Furthermore, Customer is only entitled to withhold payment if his counterclaim is based on the same contractual relationship.
7. Customer's payments shall be due upon receipt of our invoice. Customer shall be deemed in default of payment 10 days after the receipt of invoice without the necessity of any reminder.

III. Delivery, Passing of Risk, Receiving

1. We reserve the right to reasonable partial deliveries and partial billing.
2. Deliveries shall be ex company, and unless otherwise agreed, ex

place of manufacture.

3. The acceptance of work performance shall be deemed determinative of the passage of risk. If customer undertakes the transport of the item from the place of manufacture to the site of its use, customer shall bear the burden of risk for the duration of the transport.
4. The foregoing provisions on the passing of risk shall also apply if partial deliveries are made or other services are to be performed by us.
5. Should delivery or acceptance be delayed or not take place as a result of circumstances which are not directly attributable to our actions or omissions, risk shall pass to customer as of the day of the notice of the readiness for shipment or acceptance. We agree to take out the insurance requested by customer at customer's expense.
6. Notwithstanding the rights reserved to customer under section VIII hereof, customer may not refuse the receipt of delivery in the event of insignificant or non-material defects or deviations in quantity.

IV. Retention of Title

1. Title to the delivered goods shall not pass to Customer until all our claims against Customer from the current business situation have been paid in full. If the validity of this reservation of title is subject to certain legal conditions or special formal regulatory requirements in the country of destination, customer shall ensure that they are fulfilled.
2. Customer may neither pledge nor assign the goods as security prior to the passage of title. Customer must inform us without undue delay in the event of attachments, seizures or other dispositions by third parties.
3. In the event of actions on the part of customer in breach of contract, including, but not limited to, default of payment, we shall be entitled to repossess the goods following a notice of default, and customer shall be obliged to surrender possession. Neither the enforcement of the retention of title nor the pledging of the delivered goods by us shall be deemed to be a rescission of contract.
4. An application for the initiation of insolvency proceedings concerning customer assets shall entitle us to rescind the contract and demand immediate return of the goods.
5. If Customer is domiciled in the Federal Republic of Germany, the following shall apply in addition to the foregoing:
 - a. We reserve title to delivered goods until all of our claims against customer within our current business relationship have been satisfied.
 - b. Customer is entitled within the scope of his normal business transactions to resell the delivered goods subject to our claim of title. Customer shall resell the subject of delivery under reservation of our rights thereto if amounts owed us under our contract with customer and associated with the delivered goods cannot be immediately paid in full by the third-party. Provided however, that the customer shall have no right to resell the goods if customer is in default of payment. Customer hereby assigns to us any accounts receivable or other claims arising under the resale or under any other legal basis to secure our claims. In the event that the reserved goods are processed and co-ownership is created, the assignment shall only encompass the percentage of claims corresponding to our co-ownership.
 - c. Customer shall remain entitled to collect the claims assigned to us after their assignment for as long as he complies with his payment obligations to us in accordance with the terms of this contract. We may demand at any time that customer disclose any and all assigned claims and the respective debtors, provide us with all information necessary for collecting such claims, deliver to us the documents pertaining thereto and inform the debtor of the assignment.
 - d. Any processing of the reserved goods by customer shall always be on our behalf. If the reserved goods are processed with items in which we do not have ownership rights, we shall acquire co-ownership in the relation of the invoiced value of the reserved goods to the other processed items at the time of processing. If our goods are bonded with other movables to a single item and if the other item is to be viewed as the main item, it shall be deemed that customer shall transfer proportionate co-ownership to us, provided that he is the owner of the main item. Customer shall act as custodian of the property or joint property for us. In all other respects, the same provisions shall apply for the item created by processing or union as in the case of reserved goods.
 - e. Customer shall also assign to us his claims which secure our claims against him, his claims against a third party arising through the union of the delivered goods with real estate.
 - f. We agree to release the security to which we are entitled to the extent that its invoiced value exceeds our as yet unsatisfied claims by more than 15% on a non-temporary basis; the selection of the securities to be released shall rest with us.

V. Co-operation Obligations of the Customer

1. The customer has duty to timely supply at its own expense and risk:
 - a. Temporary employees, including such as unskilled laborers and specialists as are considered necessary by the supplier. These temporary employees will be put at the disposal of the supplier's specialists for the whole period of the work of installation and commissioning, as well as for the supervision of the plant, and must follow their directions and instructions. The purchaser shall accept exclusive liability for these persons as its employees or agents and release, hold harmless and indemnify the supplier of any and all claims in connection with or by

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such persons.

- b. All excavation, foundation, building and scaffolding work, including the necessary building materials.
- c. The equipment and articles required for installation and commissioning.
- d. Heating, lighting and power, including necessary main connections.
- e. Dry and lockable rooms in the immediate vicinity of the site suitable for the storage of machine parts, materials and tools.
- f. Lockable rooms with heating, lighting and washroom / toilet facilities suitable for the installation staff.
- g. Compensation for stolen tools and personal property of the specialists.
- h. Proper storage of parts sent to the site and compensation for any losses. The supplier's specialists are insured by the supplier with the employer's liability insurance. The purchaser is responsible for insurance coverage of his employees and agents other than those of the supplier.
- i. The supplier's staff and its agents are entitled to use the purchaser's telephone and telecopier at the purchaser's expense for urgent calls with the supplier to the extent needed in the reasonable estimation of the supplier and his agents.

2. All required installation parts and aids must be available at the building site as well as all necessary preparations must be finished at the beginning of the installation, so that the installation is begun without delay and can be executed.

VI. Delivery Dates

1. Compliance with the agreed delivery dates requires that all commercial and technical issues between customer and us have been settled and that customer has performed all of his obligations. If this is not the case, the delivery period shall be extended accordingly. The foregoing shall not apply if the delay is directly attributable to our action or omission.

2. Our compliance with the delivery date shall be subject to the condition that deliveries to us are correct and on time.

3. The delivery period shall be deemed to have been honored if the goods to be delivered have left our plant by the expiration of this period or notice of the readiness for shipment has been given. The delivery period has been complied with if notice of the readiness for dispatch has been given before the delivery period expires. If acceptance must be made, the acceptance date, or alternatively our notice of the readiness for acceptance, shall be decisive - unless the acceptance has been refused for justifiable reasons.

4. If non-compliance of the delivery period is attributable to acts of God, e.g. being called into military service, war, revolution, or similar events like e.g. labor disputes or other events outside our scope of influence like e.g. a delay in procuring government licenses, which delay is outside our scope of influence, the delivery period shall be reasonably extended. This shall also apply in the event of an already existing default. We shall inform Customer as soon as possible of the beginning and end of any such event.

5. If the shipment or acceptance of the subject of delivery is delayed on grounds for which customer must bear responsibility, all costs incurred as a result of the delay shall be charged to him. Such costs shall include, but not be limited to, costs due to waiting time and any additional travel required of the specialist personnel, even if the operations have been undertaken at a flat rate or are charged to the supplier. In so far as installation delays and/or additional expenses arise, in the case of installations at a flat fee, which are not due to any default by the supplier (e.g. inadequate provision of specialists and auxiliary personnel); the purchaser shall bear any additional costs incurred therefore. These will be calculated in accordance with the applicable Price and Term Sheet for Installation Services in force at the time of the installation. If, with the agreement of the supplier, the purchaser places materials and assistance at the disposal of the supplier's installation personnel, the costs of which are chargeable to the supplier, a precise record thereof must be drawn up by the installation personnel. Only documentary evidence of this type will be valid in a subsequent settlement of accounts. We reserve the right to assert further damage compensation claims. The same shall apply if customer does not open an L/C by the agreed date.

6. If customer has allowed a reasonable period set by us to expire, we reserve the right to dispose of the delivery goods and to supply customer with replacement goods in a reasonably extended period.

VII. Delays in Delivery, Impossibility

1. In the event of partial impossibility customer may only rescind the contract as to the whole if it is objectively impossible for us to render performance as a whole prior to the passing of risk and it can be proven that partial performance is of no economic value to the customer. If this is not the case, Customer must pay the prices according to the terms of contract attributable to the partial delivery. Otherwise, section X shall apply.

2. If the responsibility for impossibility is not to be borne by either party, we shall have a claim to the portion of the remuneration attributable to the work performed by us.

3. If we are in default, we shall be liable pursuant to the statutory provisions if the default in delivery is based on an intentional or fraudulent contractual breach in our scope of influence. The fault of our represen-

tatives or vicarious agents shall be assigned to us. If the default in delivery is based on a fraudulent contractual breach in our scope of influence, our liability for compensation shall be limited to the foreseeable, typically occurring damage.

4. We shall also be liable pursuant to the statutory provisions if the default in delivery is in our scope of influence and is based on a culpable violation of an essential contractual duty; the liability for compensation shall, however, be limited in this case to the foreseeable, typically occurring damage.

5. In the event of a default in delivery, we shall otherwise be liable for each full week of delay with a lump-sum default compensation of 0.5 % of the value of the delivery, up to a maximum total amount of 5 % of the value of the delivery.

6. Subject to applicable statutory provisions, customer is entitled to rescind the contract if, taking into account the exceptions under statute, a reasonable period of cure for the rendering of our performance set for us during our default has been allowed to expire.

7. Any further claims because of a default in delivery shall be governed exclusively by section X.

VIII. Acceptance

1. Our work performance shall be deemed to have been accepted 2 weeks after our notice of readiness for acceptance unless customer issues a written notice of major defects within this period.

2. Customer is only entitled to refuse acceptance if the alleged defect objectively destroys or materially reduces the normal and/or contractually stipulated use of the work and/or its value. If the work contains defects not entitling customer to refuse acceptance, acceptance shall be made under the reservation that the defects will be remedied.

3. Refusals of acceptance, objections to acceptance or reservations against acceptance must be made without undue delay in writing and accompanied by the designation and description of the reported defect.

IX. Claims because of Defects

1. Defects of the delivery in materials and title, we shall make the following subsequent performance as sufficient cure:

Defects in Materials

a. In our discretion we shall deliver a defect-free item or remedy the defect proven to be defective as a result of a circumstance existing prior to the passing of risk pursuant to section III of these General Terms and Conditions.

Customer shall provide notice of the defects without undue delay and report the defect in writing and with a description thereof. We retain title to replacement parts provided within the scope of the replacement procedure.

b. There shall be no claims for defects for an insignificant deviation from the agreed quality, for an insignificant impairment of use, for normal wear and tear or damage which occurs after the passing of risk due to faulty, improper or careless handling, faulty installation or operation, excessive strain, unsuitable operating materials, defective construction work, unsuitable subsoil, chemical, electro-chemical and electrical influences or special external influences which are not foreseen by this contract as well as software errors which cannot be reproduced. If Customer or a third party carries out improper modifications or maintenance work, there shall not be any claims for defects for such modifications or work or for any resulting consequences.

c. Customer must provide us with the required time and opportunity for subsequent performance and cure. If we are not provided with this opportunity, we shall not be liable for any consequences resulting from failure to provide us an opportunity to cure. Customer shall only have the right to remedy the defect himself or through a third party and demand compensation from us for his necessary expenses in emergencies where workers' safety is endangered or to avoid unreasonably greater damage, in which case we must be informed immediately.

d. If the notice of defect is justified, we shall bear the direct costs of the subsequent performance and cure. In the case of delivery/installation sites outside of the Federal Republic of Germany, the total costs to be borne by us shall be limited to the value of the contract.

e. In the event that customer culpably contributes the cause of the defects, including, but not limited to, his failure to comply with the duty to avoid or reduce damages which result from the proven defect, we shall have a damage compensation claim after the subsequent performance or cure which corresponds to customer's contribution to the cause of the defect.

f. Customer shall have, at its reasonable option, a right to rescind the contract if - taking into account the exceptions under statute - a reasonable period set for us for subsequent performance or cure with respect to a defect is allowed to expire. If the defect is only insignificant customer may only demand a reasonable reduction of the consideration owed us under the contract. Otherwise, the right to a reduction of the contract price shall be excluded. For installation, repair and other services, section XIV.9 shall apply instead of section IX.1.f.

Defects in Title

g. In cases of the infringement of intellectual property or copyrights, the following shall also apply: if the use of the subject of the contract within the periods set down in section XIII results in the infringement of intellectual property rights or copyrights of third parties, we shall,

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unless otherwise agreed, generally procure the right to continued use for customer or alter the subject of delivery in such manner that an infringement of the intellectual property or copyright no longer exists. If this is not possible under commercially reasonable terms or within a reasonable period, the parties shall be entitled to rescind the contract. We shall indemnify and hold harmless customer within these periods against undisputed or adjudicated final and absolute claims of the owners of the intellectual property rights.

h. The claim to cure or subsequent performance in the event of infringements of intellectual property rights shall exist only if
- customer informs us without undue delay in writing with the designation and description of the alleged infringements of intellectual property rights or copyrights

- customer reasonably supports us in the defense against asserted claims or enables us to carry out the modifications pursuant to section IX.1.g hereof

- the right to take any and all defensive measures, including out-of-court arrangements, is reserved to us;

- the infringement of intellectual property rights is not based on the instructions or specifications provided by customer

- the infringement of intellectual property rights was not caused by the fact that customer modified the subject of the contract or used it in a manner not conforming to the terms of contract.

2. All other claims arising under a claimed warranty or guarantee (including, but not limited to, compensation for damages not occurring to the subject of delivery itself) are governed exclusively by sections X and XIV.9.

X. Liability

1. We are only liable, even in the event of damage resulting from our breach of duty during contract negotiations, and irrespective of the claimed legal basis for liability or claimed damage for which compensation is sought (including, but not limited to, compensation for damage caused other than to the subject of the contract itself) where our breach of the contract is the result of:

- intentional malfeasance;

- culpable breach of major contractual obligations;

- gross negligence on the part of corporate bodies or executive officers;

- culpable bodily injury, death and damage to health;

- defects we have fraudulently concealed;

- breach of quality or durability guarantees;

- personal injury and property damage to personal items, to the extent that we would be liable pursuant to the German Product Liability Act (ProduktHaftG).

2. In the event of the breach of major contractual obligations we shall also be liable for gross negligence on the part of non-executive employees or as a result of simple negligence on the part of corporate bodies and executive officers. In the event of simple negligence our liability is limited to reasonably foreseeable damage typical to the given type of contract.

3. Our liability for the destruction of data is limited to the costs which would be required for their reconstruction if the data had been properly saved or backed-up by the customer.

4. As long as no intentional contractual breach can be blamed on us and/or as long as we have not culpably violated an essential contractual duty, our liability for compensation shall be limited to the foreseeable, typically occurring damage.

5. Any liability for consequential or incidental damages or farther liability premised on any legal basis whatsoever, including, but not limited to, compensation for damages not caused to the subject of delivery itself, is disclaimed and shall be specifically excluded.

XI. Insurance Claims

To the extent we have direct claims as a joint policyholder against customer's insurer with respect to the subject of delivery; customer hereby gives his consent to the assertion of such claims.

XII. Software

1. The general terms and conditions of software providers for the software products contained in our deliveries shall have priority over these General Terms and Conditions. Should such terms and conditions not be available, we shall have them sent to Customer upon request.

2. Our General Terms and Conditions shall apply in addition to the general terms and conditions of other providers.

3. Customer shall receive a perpetual, simple, non-exclusive right of use to our software products. The grant of sublicenses is not permitted.

4. We are not obliged to provide the source code on which the software product is based.

5. Customer may only process, de-compile, or reverse-engineer our software products to the extent permissible under law. Customer may neither remove nor change the manufacturer's product information, including, but not limited to, notices of copyright, without our prior written consent.

XIII. Prescriptive Periods

1. Claims for defects shall be barred after 12 months (prescriptive period). This shall not apply if the law foresees longer periods pursuant to § 438,

Subsection 1, No. 2 (buildings and work in connection with buildings), § 479, Subsection 1 (recourse claim) and § 634a, Subsection 1, No. 2 (defects of buildings), BGB, and for cases of mortal and personal injury and injuries to health with an intentional or fraudulent breach of duty by us and a malicious concealment of a defect. The statutory provisions regarding the suspension of the prescriptive period (expiring) and the commencement of the prescriptive period shall remain unaffected.

2. As far as Customer is entitled to compensation claims pursuant to section X, they shall be barred after the expiry of the prescriptive period applicable to warranty claims for material defects pursuant to the above paragraph 1. The statutory provisions for prescriptive periods shall apply for compensation claims under the German Product Liability Act (Produkthaftungsgesetz).

XIV. Installation, Repairs and Other Services

For installation, repairs and other services the following provisions shall additionally apply:

1. Customer shall inform our personnel at his own expense of existing safety regulations and hazards and shall undertake all action for the protection of persons and property at the worksite.

2. Customer shall support our personnel in carrying out the work, at its own expense, and to the required extent and shall render, at its expense, the support services required under contract such as the preparation of the construction site, the provision of tools and cranes and elevators, and the provision of water and electricity, etc.

3. Customer and its agents must ensure that our work can begin immediately upon the arrival of our personnel and can be carried out without delay up to acceptance.

4. If Customer does not comply with its obligations, we shall be entitled, but not obliged, to take the action to which customer is obliged in customer's stead and at its expense.

5. If a repair cannot be carried out by us on grounds for which we are not responsible, customer shall compensate us for already rendered performance and any incurred time and expense.

6. Replaced parts shall become our property.

7. Should the subject of the contract perish or deteriorate prior to acceptance through no fault on our part, customer shall pay us the contract price minus any savings in expenses.

8. Repair deadlines are only binding if confirmed by us in writing.

9. In the case of installation, repair and other services, customer shall be entitled within the scope of the statutory provisions to make a reduction if, taking into account the exceptions provided for under applicable statutory provisions, a reasonable period of cure set for us for subsequent performance with respect to a defect is allowed to expire. The right to a reduction shall also exist in other cases where cure or remedial work has failed. Customer shall only be entitled to rescind the contract if, despite the reduction, the repair is proven to be of no objective economic interest to the customer.

XV. General Provisions

1. In the case of the sale of used goods, claims because of defects shall be excluded, provided that mandatory liability is not prescribed by law.

2. All taxes, fees and levies in connection with the performance outside of the Federal Republic of Germany shall be borne by customer and are to be reimbursed to us as the case may be.

3. Personal data shall be stored by us in compliance with applicable statutory regulations.

4. We shall not reimburse any costs for the return transport of packaging.

5. Customer shall procure at its own expense all of the licenses and/or import/export papers for using the products.

6. Place of performance for customer's obligations in relation to us is Dormagen, Federal Republic of Germany.

7. Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the remaining provisions.

8. For products, produced and manufactured on the plant there is no guarantee. These are affected for properties, appearances, handling purpose., etc. The qualified selection of raw material and substrates is only in the responsibility of Customer.

XVI. Applicable Law, Venue

1. Venue for assertion of any cause of action by customer shall be Dormagen, Federal Republic of Germany. We reserve the right to file an action in any court having personal jurisdiction over customer under law or at equity.

2. The laws of the Federal Republic of Germany shall apply with the exception that neither the provisions governing the conflict of laws nor the UN Convention for the International Sale of Goods (CISG) shall apply. For purposes of interpretation of the contract, the German version of these General Terms and Conditions of Delivery and Installation is the only binding version. This English version is a non-binding translation of the German GTC. The binding German GTC will be provided to the customer upon request.