

GENERAL TERMS OF BUSINESS AND DELIVERY

1. SCOPE

1.1 All offers and deliveries shall be subject exclusively to our general terms and conditions. The terms and conditions of other parties shall not be binding for us. Unless expressly agreed otherwise, the laws of the Federal Republic of Germany shall be applicable on an exclusive basis. An application of the UN Sales Convention shall be expressly excluded even if the buyer's place of business is located abroad.

1.2 Any diverging agreement shall require a confirmation in writing.

1.3 These terms and conditions shall be deemed accepted by any purchase order or award of contract.

2. OFFER

Our offers shall remain without engagement until our order acknowledgment, or until the conclusion of the contract.

3. PRICES

3.1 Unless otherwise agreed, the contract price shall be exclusively as specified in our price list as valid at the corresponding time. Upon request, this price list shall be handed out to our customers bound by contract. In other respects, we shall provide price information only upon special request.

3.2 All prices shall be deemed net EURO prices ex works or ex warehouse, exclusive of packaging, transport, and other incidental expenses. The applicable value-added tax shall be invoiced separately.

4. PAYMENT

4.1 Invoices shall be due and payable immediately. Unless otherwise agreed, payment shall be made with no deduction by the latest 14 days after the date of invoice. Any arbitrary cash discount deduction shall be inadmissible.

4.2 When exceeding the time allowed for payment as specified on the invoice, we shall be entitled to charge interest on arrears at a rate of 8% plus the current base interest rate from the 1st day after the date of required payment, and without any prior reminder. A dunning charge to an amount of EUR 3.00 shall be invoiced for any written reminder. We shall reserve the right to enforce any claim for any further damage caused by default.

4.3 Shipment abroad, or to a person not known to us shall only be made against 100% cash in advance, or against cash on delivery in exceptional cases.

4.4 The acceptance of a cheque or bill of exchange shall only be deemed payment when such cheque or bill of exchange has been cashed in.

4.5 We shall not accept any cheque presentations from abroad.

4.6 Any offset against counterclaims made by the buyer shall be excluded unless the buyer's claims are recognized by declaratory judgment, or either uncontested or recognized by us.

4.7 Payment shall not be deemed made unless the corresponding is available to us.

5. DELIVERY TIME

5.1 Any delivery and any delivery time shall be subject to agreement, and to a written confirmation by us.

5.2 Delivery deadlines defined by the buyer shall not be binding for us.

5.3 Any delivery time shall be extended by a reasonable period of time in case of unforeseeable events which are beyond our control. This shall also apply when any such circumstances occur with suppliers.

5.4 We shall notify any delay in delivery as soon as possible, stating the causes of any such delay.

5.5 For payment made in advance, the goods shall be shipped out on the first working day after credit to our account.

6. TRANSFER OF RISK AND SHIPPING

6.1 The risk shall pass to the buyer upon the shipment of the goods.

6.2 Unless otherwise agreed, every shipment shall be insured against transport damage at the buyer's expense.

6.3 The shipment of single-item deliveries shall be made through a parcel service. An agreement shall be made with the buyer for all other shipments.

7. RESERVATION OF OWNERSHIP

7.1 The goods delivered shall remain our property until full payment is made.

7.2 The buyer shall be entitled to resell and install, but, in any such event, shall assign any rights against the buyer's customers to us in order to protect our claims already now. Such assignment shall be disclosed only in the event of a failure to pay.

7.3 The buyer shall neither pledge nor assign the goods to any third party. The buyer shall make immediate written notification to us in the event of any attachment by third parties, and in particular in the event of any execution proceedings or insolvency.

8. WARRANTY AND LIABILITY

8.1 Statutory regulations shall apply to a contract with an end consumer; in commercial / business relations will shall assume warranty for a period of 12 months after the transfer of risk, while such warranty shall cover a claim for post-performance by remedial works according to statutory provisions. The buyer shall be entitled to withdraw from the contract or abate the purchase price in the event that such post-performance by remedial works fails to succeed or is out of proportion. The right to withdraw from the contract, or abate the purchase price shall only be asserted by a buyer when such post-performance by remedial works has failed, or when we failed to comply with a request for defect rectification made while setting a reasonable deadline for such defect rectification.

8.2 Our warranty for processed third-party products shall be limited to the warranty claims to which we are entitled from the suppliers of such third-party products.

8.3 No claim for damages from breach of contract or tortious act shall exist in the following cases:

Improper or inexpert use or storage, faulty installation by buyer or third party; unauthorized attempts to repair or modify, fair wear and tear, faulty or negligent treatment or start-up, chemical, electrical or other detrimental influence, unless such damage is due to intention to deceive, intent, or gross negligence.

8.4 The limitation of liability shall not apply to characteristics warranted in writing, or to liability under the German Product Liability Act.

9. PLACE OF PERFORMANCE AND JURISDICTION

The place of performance and the place of jurisdiction for delivery and payment shall be Erfurt for any contracts concluded with a businessman, a legal entity, or a legal entity under public law. We shall also be entitled to bring action at the place of any branch office of the buyer.

10. INVALIDITY OF SINGLE PROVISIONS

If any part of these general terms and conditions should be invalid or be declared invalid by a court judgment, this shall not affect the effectiveness of the remaining provisions. A corresponding wording shall be agreed for any such part declared invalid.

11. VALIDITY

These general terms and conditions shall apply to all contracts concluded on or after 01 January 2004.

Erfurt, 01.01.2007

ULRICH HERMANN TASTATURBAU
Inh. Sebastian Luck e.K.