

Conditions of Sale and Delivery to Foreign Countries

(November 2006 Version)

1. Contracts shall be governed by the subsequent terms and the UN-Convention for the International Sale of Goods of April 11, 1980 (CISG). Questions of law neither regulated in these terms nor in CSIG shall be governed by German law. The German courts shall have exclusive jurisdiction over all disputes arising from the contract.
2. Purchaser's orders are irrevocable.
3. Deliveries will be effected upon purchaser's compliance with the agreed terms of payment.
4. Our offers are subject to confirmation and are issued on condition that we are supplied on time by our contractors. Purchaser is made aware that we cannot guarantee that all goods are on hand. Purchaser's claims for incomplete delivery are hence excluded.
5. Pursuant to art. 38 CISG purchaser has to inspect the goods within ten days upon receipt and must give notice of any defects within five days after the result of the examination in writing or by email. Defects which may not be detected by examination must be notified upon their discovery. Claims for defective goods are excluded after one year upon delivery, in case of used goods after 60 days upon delivery.
6. We shall be liable for defective goods only if and insofar as claims against our supplier could not have been successfully asserted by purchaser. Purchaser may require goods in replacement only if non-conformity of the goods with the contract constitutes an essential violation of contract pursuant to art. 46 CISG.
7. Our contractual and non-contractual liability as well as liability in the course of the conclusion of the contract shall be limited as follows:

We are not responsible for a slightly negligent violation of non-essential contractual duties. Claims for damages for violation of essential contractual duties shall be limited to the typical, foreseeable damage unless the violation of the contractual duties has been caused intently or grossly negligent. The

limitation of liability shall not be applicable insofar as we are responsible because of violation of life, body or health.

8. Our deliveries are ex-works (Incoterms 2000).
9. The interest payable pursuant to art. 78 CISG shall be 8 % of the base rate of the European Central Bank.
10. Venue shall be Espelkamp.