

1 General conditions of business

1.Scope of general conditions

The following conditions are valid exclusively for all supplies, future supplies included. Contradicting conditions of the buyer are objected herewith. They are only valid if accepted by us specifically and in written form. The laws of the Federal Republic of Germany are exclusively valid, excluding UN purchasing laws.

2.Delivery

The possibility of delivery remains reserved. Given delivery dates are non-binding, if they are noticed as "circa dates". Forces which can't be foreseen or influenced by us authorize us to delay or to refuse deliveries (partly or completely). This also applies if the time of delivery is exceeded or if we are in default. The customer has no right to demand compensation or subsequent delivery.

The delivery of ware is on buyer's expense and risk in any case.

The return of sold ware is excluded. If ware is exceptionally taken back, the valid price on the day of withdrawal will be credited. If the delivery prices are below the current price, the delivery price will be credited

The conditions mentioned before do not apply if the reservation of proprietary rights is used.

3.Prices

For dealings with consumers the prices on the day of contract completion count. If the space of time between contract conclusion and agreed delivery date is longer than four months it is our right to pass on price increases especially if they are a result of increased buying prices or wage costs. If the price increase is more than ten percent of the agreed price, the customer can cancel the contract.

For dealings with businessmen in terms of the German commercial code, hereafter called entrepreneurs, we may negotiate about a price increase until the day of delivery if our costs (especially costs for material or wages) are changing. The right on price increase isn't valid if a delayed delivery is demonstrably our fault.

4.Payment

Our outstanding debits fall due without deduction as soon as the customer receives the bill. We are not committed to accept cheques or bills of exchange.

We may do it though with covered cheques.

We are entitled to charge interests for delays of payment. The interests can be the base rate of the ECB plus five percent for dealings with customers and eight percent for dealings with entrepreneurs. Claims of higher damages are not excluded.

Customers have to proof that damage did not occur or was substantially lower than claimed by us.

We can charge dunning cost of 5 € per reminder.

A set-off is excluded unless the claim for set-off is undoubted or legally ascertained. The customer is only entitled to retain payments if the active debts are based on the same contract.

5.Reservation of proprietary rights

The delivered ware remains our property until it has been paid completely.

For dealings with entrepreneurs the reservation of proprietary rights is also valid until all, future and limited outstanding debits included, resulting from the business connection with us are settled. For dealings with entrepreneurs the following provisions are valid:

Our customer is entitled to sell the ware which is still our property in the normal run of business but not to convey or bond it. Our customer conveys the outstanding debits originating in the deal with his own customer immediately, in the cause of processing including the upgrading rate. We will not disclose the conveyance unlike our customer has been in default with an outstanding debit for at least two weeks or he has revoked a direct debit authorisation. In these cases the customer undertakes to inform his business partners about the conveyance voluntarily and to send us a complete list of debtors. In this case we are entitled to ask for access to the customers accounting books.

If the amount of securities is constantly by more than 10% higher than the outstanding debits we will release securities of our choice on our customer's request.

If our customer doesn't pay the outstanding deposits despite of reminders we have the right to take possession of the delivered ware, mounted or unmounted, anytime. Our customer grants us the right to take possession of our property anyplace. We also have the right to unmount the ware. The owner concerned is irrevocably entitled to release the ware. Our customer is allowed to own the ware sold under the reservation of proprietary rights as long as we do not make use of or proprietary rights and thus cancel the contract. If we withdraw ware we credit the price valid on the day of withdrawal.