

General Terms and Conditions of TECHAP GmbH (Status: June 2007)

A. General scope

1. Our general terms and conditions of business shall apply exclusively; terms and conditions of our contractual partners that conflict with or deviate from our terms and conditions shall only apply insofar as they do not contradict our general terms and conditions of business.
2. General terms and conditions of business of our contractual partners shall not become part of the contract even if we do not expressly object to them and/or carry out the delivery to the purchaser without reservation or accept deliveries.
3. All agreements between us and the buyer or supplier must be in writing to be effective.
4. These general terms and conditions of business of ours shall also apply to all future transactions with the buyer/supplier, even if we no longer expressly refer to them in individual cases.
5. The general terms and conditions apply only to entrepreneurs.

B. Terms of sale and delivery

I. Offer and conclusion of contract

1. Our offers are subject to change and non-binding. All agreements made verbally and/or by telephone and/or orders placed in this manner require our written confirmation, either by mail or at least by fax, in order to be legally effective. In the event of a previous agreement of validity in this regard, an e-mail confirmation may be sufficient. Immediate delivery replaces the written order confirmation.
2. Our written order confirmation shall be decisive for the scope and specification of the delivery.
3. The conclusion of the contract is subject to correct and timely delivery by our suppliers, provided that we are not responsible for the delay.

II. Scope of delivery

1. The scope of delivery is determined by our written order confirmation. We reserve the right, in the case of packaged or counted articles, to deliver the customary manufacturing quantities or packaging units that come closest to the ordered quantity. Partial deliveries are permissible if the buyer has not expressly excluded them.

III. Delivery time

1. Delivery times are given to the best of our knowledge. These are non-binding. Binding requires a special, written agreement.
2. The delivery period shall commence with the dispatch of the order confirmation, but not before the provision of any documents, approvals, releases to be procured by the Purchaser or, in general, before clarification of all technical issues, and not before receipt of any agreed deposit. The delivery period shall be deemed to have been complied with if readiness for dispatch has been notified by the expiry date or the delivery item has left the company.
3. If we are in default of delivery, the purchaser's claim for compensation shall be limited to a lump sum of 0.5% of the delivery value for each full week of default, up to a maximum of 10% of the delivery value. However, we reserve the right to prove that no damage at all or significantly less damage has occurred as a result of the delay in delivery.
4. The delivery period shall be extended in the event of measures within the scope of industrial disputes, in particular strikes and lockouts, as well as the occurrence of unforeseen obstacles which lie outside our sphere of responsibility, e.g. operational disruptions, delays in the delivery of essential materials, insofar as such obstacles demonstrably have a significant influence on the delivery of the delivery item. The same shall apply if such circumstances occur at suppliers. We shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. In important cases, we shall inform the buyer of the beginning and end of such obstacles as soon as possible.
5. If the buyer defaults on acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the object of sale shall also pass to the purchaser at the time when the latter defaults in acceptance. If we have a claim for damages due to non-performance, this can be demanded from us subject to proof of a higher lump sum of damages at 25% of the gross delivery value.

IV. Transfer of risk, packaging costs

1. Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.
2. In the case of a mail order purchase, unless otherwise specified by the customer, the method of shipment is at our discretion. We also reserve the right not to ship from our business address, but directly from the supplier's headquarters. We do not assume any liability for cheapest shipping. The packaging will be charged at the lowest possible price and will not be taken back (disposable packaging), unless otherwise agreed in individual cases or a mandatory legal regulation is opposed.

V. Prices

1. The prices stated by us are net prices in Euro, subject to confirmation ex works, excluding packaging, transport costs and other charges, plus value added tax at the statutory rate.
2. Our list and catalog prices are non-binding information and not an offer in the legal sense. We reserve the right to make changes to these list and catalog prices. The prices stated in our written order confirmation or valid on the day of delivery will be invoiced.

VI. Terms of payment

1. Payments are to be made within 30 days of receipt of invoice at the latest. Cash advances, repairs and services are due for payment immediately.
2. If the payment deadline is exceeded, we are entitled to charge an expense allowance of Euro 5,00 for each reminder.
3. Payments are always offset against the oldest invoices. If the purchaser defaults on payment, all outstanding invoices from all deliveries, including earlier deliveries, shall become due immediately. In this case, or if after conclusion of the contract circumstances become known which, according to reasonable commercial judgement, call into question the creditworthiness of the purchaser, we shall be entitled to carry out outstanding deliveries only against advance payment or sufficient collateral, with a payment deadline no longer being applicable.
4. The purchaser shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us. Furthermore, he shall only be entitled to exercise a right of retention if a counterclaim is based on the same contractual relationship.

VII. Retention of title

1. Until all our claims (including all balance claims from current account), to which we are entitled against the purchaser for any legal reason now or in the future, have been fulfilled, we shall be granted the securities listed under items 2 - 6, which we shall release on request at our discretion, insofar as their value exceeds the claim by more than 20%.
2. The goods remain our property until full payment. Processing or transformation shall always be carried out on our behalf, but without any obligation on our part. If our (co-)ownership expires due to a combination, it is already agreed now that the (co-)ownership of the purchaser in the unified object shall pass to us in proportion to the value (invoice value). The buyer shall keep our (co-)ownership in safe custody free of charge. Goods to which we are entitled to (co-)ownership are hereinafter referred to as reserved goods.
3. The purchaser is entitled to process and sell the goods/reserved goods in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted. The claims arising from the resale or any other legal ground (insurance, tort) with regard to the goods/reserved goods (including all balance claims from current account) are already now assigned to us by the purchaser in full by way of security. We hereby accept the assignment. We revocably authorize the buyer to collect the claims assigned to us in his own name. This direct debit authorization can only be revoked if the buyer does not properly fulfill his payment obligation.
4. In order to secure our claims, the purchaser also assigns to us the claims against a third party arising from the connection of the purchased item with a piece of real estate.
5. In the event of access by third parties to the goods/reserved goods, the purchaser shall point out our ownership and notify us immediately. Costs and damages shall be paid by the buyer.
6. In the event of conduct by the purchaser in breach of the contract, in particular default in payment, we shall be entitled, even without withdrawal from the contract, to demand return of the goods or, if applicable, to demand assignment of the purchaser's claims for return against third parties.

VIII. Duty to examine and report complaints

1. Notwithstanding the statutory duty to inspect and give notice of defects pursuant to § 377 of the German Commercial Code (HGB), complaints due to incomplete or incorrect deliveries or notices of defects shall be notified without undue delay, no later than 8 days after receipt. This notification must be in writing in order to be

effective, whereby at least the externally perceptible must be essentially described. Otherwise the assertion of warranty claims is excluded.

2. Particularly in the case of claims for transport damage, the buyer (recipient) is obligated, upon discovery of the damage, to immediately prepare a statement of facts together with the carrier's representative and to submit this document to us. In the case of hidden damage, which only becomes apparent after unpacking, the transport companies only allow short complaint periods. It is the responsibility of the buyer to take this into account when setting the deadline for inspecting the goods. We shall only be liable to the extent that we are able to hold ourselves harmless against the transport company by way of recourse.
3. Insofar as we exceptionally agree to the return of properly delivered goods, we shall be entitled to charge a compensation claim of 30 % of the net value of the goods plus expenses as well as freight costs.

IX. Warranty

1. We shall be liable for defects in the delivery within the scope of statutory provisions.
2. The warranty period begins with delivery of the goods. We shall initially perform at our discretion by rectification of defects or replacement delivery. If the subsequent performance fails, the purchaser may, at his discretion, demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal). However, in the event of only a minor breach of contract, in particular in the event of only minor defects, the Buyer shall not be entitled to rescind the contract.
3. As a matter of principle, only the manufacturer's product description shall be deemed agreed as the quality of the goods. Public statements, recommendations or advertising by the manufacturer do not constitute a contractual statement of quality.
4. If the Purchaser chooses to withdraw from the contract due to a defect of title or quality after subsequent performance has failed, it shall not be entitled to any additional claim for damages due to the defect. If the purchaser chooses compensation for damages after failed subsequent performance, the goods shall remain with the purchaser if this is reasonable for him. The compensation shall be limited to the difference between the purchase price and the value of the defective item.
5. Any further claims of the purchaser, irrespective of the legal grounds, are excluded.
6. We shall not be liable for damages that have not occurred to the delivery item itself, in particular we shall not be liable for loss of profit or other financial losses of the purchaser.
7. Our obligation to pay compensation is limited to the foreseeable damage typical for the contract.

X. Liability for collateral duties, limitation of liability

1. Any further liability for damages than provided for in Section IX shall be excluded, irrespective of the legal nature of the asserted claim, also in cases of possible fault in consultation.
2. The regulation according to clause 1 does not apply to claims according to §§ 1,4 Product Liability Act.
3. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

C. general terms and conditions of purchase

1. All orders are based on our terms and conditions of purchase.
2. All orders, as well as verbal subsidiary agreements, must be confirmed in writing to be valid. An order shall only become legally binding upon written confirmation by the supplier, which shall be made at the latest within 10 days of the order, stating the price, the delivery time and any other agreements.
3. In case of orders for which TECHAP provides material, the supplier shall be liable for the provided material irrespective of fault.
4. The delivery period begins with the date of the order. TECHAP may consider justified requests of the supplier for an extension of the delivery period only if the supplier notifies TECHAP in due time and the extension is compatible with TECHAP's business requirements.
5. The supplier shall issue a delivery bill in duplicate for the delivery with details of our order number, item number and any deviations. All necessary documents such as operating instructions, spare parts lists, installation instructions, maintenance instructions, etc. must be handed over to us at the latest with the goods without additional request and are part of the delivery.
6. Invoices shall be sent to us in duplicate. Payment shall be made at our discretion, unless otherwise agreed, within 14 days less 2% discount or within 60 days net. The date of receipt of the goods or the date of receipt of the invoice shall be decisive for the date of payment if we receive the invoice late. Invoices for partial deliveries will only be accepted if this has been agreed in advance and if these show the status of the completion of the remaining order.
7. The statutory warranty period shall apply to any defects. In the event of replacement delivery or rectification of defects, the warranty period for the replaced parts shall restart. Acceptance or approval of submitted drawings shall not invalidate warranty claims. With the order, the supplier assumes responsibility for the manufacturing process, method and material. In case of non-fulfillment of the order for any reason, TECHAP does not assume

any liability and does not pay any compensation to the supplier. The supplier is obliged to provide the standard quality certificate. With the order, he assumes the obligation to strictly adhere to all data regarding tolerances, manufacturing processes, material quality and possible post-treatment processes and to immediately report any deviations in writing. All individual parts are to be delivered to us ready for use (without any need for reworking). Deviations from this require written agreement.

8. Our construction drawings and information on manufacturing processes and methods as well as documents prepared by the supplier according to our specifications may not be reused or made accessible to third parties without our written consent and shall be made available to us without delay and request after completion of the order. The molds or devices made available for production or devices created by the supplier at our expense shall remain or become our exclusive property and shall be returned or handed over to us in perfect condition at the end of the order. The maintenance and care of the tools etc. is the exclusive responsibility of the supplier at his own expense.
9. The supplier is obliged to indemnify TECHAP against claims of third parties regarding infringement of property rights or third party protected processes. In the event of a legal dispute against TECHAP arising therefrom, the supplier shall join the legal dispute upon TECHAP's request.

D. Final provisions

1. The place of performance for service and delivery is the registered office of our company.
2. For all disputes arising from or in connection with the contractual relationship, the place of jurisdiction shall be Stuttgart, insofar as the contractual partner is a merchant. However, we are also entitled to take legal action at the registered office of the contractual partner.
3. The law of the Federal Republic of Germany shall apply. The provisions of the UN Sales Convention shall not apply.
4. Should individual provisions of the contract with the contractual partner, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.