

1. General conditions

The conditions stated below are exclusively valid for our business relations. Conflicting terms and conditions of our business partners will apply only if we expressly confirm this in writing or if they are not economically inconsistent with our terms and conditions. This also applies if our contract partner's conditions were last confirmed to us.

On placing the order the buyer gives his agreement to our terms of business for the entire business and also for future business relations. Verbal commitments given by our representatives or staff members and also any other agreements are only valid if they have been confirmed by us in writing.

2. Quotation

Our quotations are made without obligation. A contract only comes about after our written order confirmation has been issued. Verbal subagreements and supplementary changes to the contract are only valid when made out in writing. This also applies to promised qualities relating to the articles to be delivered.

In the case of a sale according to samples these can only be considered to be approximate, as raw materials are not always uniform. Illustrations, dimensions and weight indications are considered to be approximate values.

The prices which apply are those agreed in writing in the EURO currency. We reserve the right to change prices if the price of raw materials, wages, taxes etc. should change appreciably before completion of the order.

3. Delivery

The agreed delivery periods are stated without obligation. The delivery period is considered to be kept to as long as the article to be delivered has left the seller's stock within the stated period and/or the buyer has been informed that the goods are ready to be despatched. If a delivery date is culpably exceeded by more than one month, the buyer can fix in writing a reasonable extension of at least 3 weeks and declare that he will refuse the goods if this time should expire without the goods being delivered. If the extended period expires to no avail, the buyer has the right to withdraw from the contract in writing.

Damages caused by a delay or compensation due to non-fulfilment can only be claimed by the buyer if it can be proved that the seller acted with intent or gross negligence. Delivery cannot be demanded in this case. If the buyer demands delivery after a delay has occurred he can only claim compensation for the damages caused by the delay if it can be proved that the seller acted with intent or gross negligence. In the case of acts of God, strikes, lockouts, shortage of raw materials, breakdowns, transport problems or any kind of official measures the delivery period is prolonged appropriately. In the case of such unforeseen events the seller is entitled to withdraw totally or partially from the contract provided the events change the contents of the service considerably or fulfilment thereof cannot be reasonably expected of him any more.

In such cases the buyer can demand a declaration from the seller whether he wishes to withdraw from the contract or if he will fulfill the contract within a reasonable period. If the seller does not give this declaration the buyer can withdraw from the contract. Claims for compensation on the buyer's part cannot be considered unless it can be proved that the seller acted with intent or gross negligence.

4. Delivery

Delivery is ex works Ulm excluding packaging. The buyer is obliged to collect the goods immediately after notification that they are ready for shipment. The risk of accidental loss or deterioration passes to the buyer upon transfer of the goods to the buyer (collector) at the Ulm works, but no later than one week from notification that the goods are ready for shipment. If dispatch by the seller is agreed, dispatch is effected for the account and at the risk of the buyer, without any transport insurance, according to the principles of a prudent businessman. The buyer will be invoiced for necessary packaging at cost price.

5. Warranty

Any apparent defects of supplied goods must be reported to the seller in writing immediately, but no later than three calendar days from transfer. The same time limit applies from discovery of latent defects. If the goods are defective, then the buyer's warranty claim is restricted to free-of-charge removal of the defect(s) or free-of-charge replacement by faultless goods, at the seller's option.

If the attempt at removal of the defect(s) or replacement within a reasonable period of time fails, then the buyer has the right to a reasonable reduction of the purchase price or to withdraw from the contract, at the buyer's option. Further claims for compensation will not be considered. If the manufacturer of a product used or sold by the seller assumes liability towards the ultimate consumer or is obliged to assume liability on the basis of law prevailing at home or abroad, the buyer is entitled to warranty claims and claims for damages only towards this manufacturer.

Claims of the buyer, in particular due to direct damage, indirect damage or consequential damage caused by a defect, are excluded unless gross negligence or intent is constituted on the seller's part. As for the rest, all claims of the buyer arising from a contract with Mayser become statute-barred within six months from passing of the risk.

6. Retention of title

The delivered goods remain in our property until payment has been made in full of current and future claims owed to us, on whatever legal grounds; this also applies to payments made for specially identified claims. In the case of current account, the retention of title is security for the balance owed to us. The buyer is entitled to resell the goods in the course of regular business or to process them provided his payment is not overdue. Until payment has been effected in full he may neither pledge the goods received with reservation of ownership, nor may he assign them by way of security to a third party and he is obliged to inform us immediately if a third party gains access to the goods. If the goods are processed, the retention of title is extended to the goods which result out of the processing. If the goods are sold, the buyer irrevocably transfers the claims arising out of the sale to the seller upon conclusion of the contract.

7. Terms of payment

We allow a 30-day term for payment. If the buyer pays the invoice amount within two weeks from the date of invoice, we allow a deduction of 2% discount from the invoice amount.

From the time when default occurs, interest on arrears is charged at 8% above the respective base rate pursuant to § 288 of the German Civil Code (BGB). Received payments shall be used first to settle interest and costs and then each oldest claim. Contrary instructions given by the buyer will be inoperative.

In the case of acceptance of a Bill of Exchange, discount and expenses will be charged to the customer. An obligation to observe the rights out of Bills of Exchange or cheques will not be assumed. If after conclusion of contract we are informed of circumstances which reduce the credit standing of the buyer, all our claims will mature immediately after setting an extension date without taking the period of validity of accepted Bills of Exchange/drafts into consideration; we have the right to demand collateral. Following a fruitless expiration of an extension date set by us we have the right to withdraw from the contract and to claim damages for non-fulfilment. Furthermore we have the right to forbid at any time the further sale of goods delivered with reservation of ownership or of goods subject to an extended reservation of ownership if the extension date expires without success and to demand the return/surrender of these goods at the buyer's expense.

8. Other

Mayser will be liable for any damage or loss incurred by the buyer due to breach of contractual duties by Mayser or our assistants only if such was caused intentionally or by gross negligence and only insofar as the damage or loss which occurred was predictable for Mayser.

The place of performance is Mayser's place of business. The exclusive place of jurisdiction for all present and future claims arising from the business relations with companies, including claims arising out of Bills of Exchange and cheques, is Ulm. Our contracts are governed exclusively by the law of the Federal Republic of Germany.

Should individual parts be invalid, our contracts and the terms and conditions agreed in their respect will otherwise remain fully valid. Customers' data significant for duly performing our contracts will be saved in our computer system.

01.12.06 Mayser GmbH & Co. KG