

Standard Terms and Conditions of Sale

1. Exclusive Applicability and Recognition of our Standard Terms and Conditions of Sale

1.1 All offers made by us shall be subject to our Standard Terms and Conditions of Sale. We only accept orders on the aforesaid Standard Terms and Conditions. General terms and conditions of the Buyer and ancillary agreements which deviate from our Standard Terms and Conditions of Sale shall only be binding if we have expressly recognised them in writing.

The following terms and conditions shall apply exclusively for the sale of all products in our production and distribution range. The aforesaid terms and conditions govern all legal relationships concerning the sale unless otherwise agreed in writing. Terms and conditions of business contrary to our terms and conditions must be expressly confirmed by us in writing in order to be valid.

1.2 With the order placement and acceptance of deliveries, the Buyer recognises the applicability of our Terms and Conditions of Sale not only for the business transaction in question, but also for all future business transactions.

2. Offers, Orders and Deliveries

2.1 Offers: Our offers are subject to change without notice. Documents forming part of the offer such as illustrations and drawings, etc., shall only be regarded as precise as far as dimensions and weights are concerned if this has been expressly confirmed in writing. We shall reserve the proprietary right and copyright to such documents. They may not be made available to third parties without our consent. They are to be returned to us immediately if no order is placed.

2.2 In cases of doubt, our written order acknowledgement shall be exclusively authoritative for the details of the contract.

2.3 In case of make and hold orders in which the bulk order contract does not specify any fixed buying period, the complete bulk order quantity has to be bought within 2 years.

2.4 We shall reserve the right to refuse orders without providing reasons or to deliver on a c.o.d. basis.

3. Telephonic Orders

Telephonic orders shall be immediately confirmed by the Customer in writing. We shall assume no liability for the correctness of deliveries based on telephonic orders.

4. Scope of the Delivery Obligation

Our written order acknowledgement based on the order shall apply for the scope, type and date of delivery. Over- or under-deliveries of up to 10% of the ordered quantity shall not be rejected by the Customer. Part-deliveries shall be permitted. Unless otherwise agreed in the contract, the Customer must forward a delivery allocation schedule to us at least 4 weeks prior to the agreed delivery date.

5. Dispatch

Unless we receive special dispatch instructions, we shall ship goods by the most economical dispatch route at our discretion. Goods shall be dispatched for the account and at the risk of the Buyer even if we execute the transport function with our own vehicles or if we bear or prepay the transport costs.

6. Delivery Date

We shall make every effort to comply with agreed delivery dates. If we are, however, prevented from complying with such delivery dates as a result of unforeseeable circumstances which we could not avert despite reasonable care based on the circumstances of the individual case, e.g. labour disputes, commotion, actions by the authorities, production stoppages, delays with the delivery of major raw materials and supplies, the delivery period shall be reasonably extended without it being possible for claims to be made against us as a result of the above.

If the aforesaid circumstances occur at the Customer's, the same legal consequences shall apply for his acceptance obligation.

7. Prices

The prices in force on the date of delivery shall apply unless otherwise agreed. Freight, packaging, insurance, customs duty and other expenses, including expenses for the payment of documents required for the importation of goods into the country of destination shall be borne by the Buyer.

All prices are stated exclusive of value-added tax.

8. Payment

8.1 We shall issue an invoice as soon as the ordered goods are ready for despatch or collection. Despatch delays or delays in the collection of goods which are not attributable to us shall not postpone the due date of the relevant invoice.

8.2 Our invoices are payable within one week with 2% cash discount or within 30 days net, in both cases with effect from the invoice date.

8.3 Deviations shall only be accepted with a written confirmation.

8.4 Bills of exchange are not accepted by us as a means of payment. Cheques are only accepted by us as conditional payment.

8.5 If we accept cheques or bills of exchange, this shall always be done as conditional payments but not as settlements. In such cases, we are not responsible for due presentation or protesting. Discount, taxation and collection costs shall be for the account of the Buyer. The Buyer shall reimburse the aforesaid amount of us immediately upon request. If the Buyer defaults with the payment of the purchase price, interest shall be charged on the relevant debt at a rate equivalent to 8% above the discount rate of the ECB. We shall reserve the right to make deliveries on a c.o.d. basis. Tooling costs shall be payable net upon submission of the reference sample.

9. Reservation of Title

We shall retain our title to the delivered goods as long as claims arising from the business connection with the Buyer have not been settled in full. In the event of

adaptation or processing of goods delivered by us, any acquisition of title by the Buyer shall be excluded. Adaptation or processing work shall be carried out for us in such a way that we are to be regarded as manufacturer. If the delivered goods are processed with other good from another source which are also subject to a reservation of title extending to processing of the said goods, we shall acquire co-ownership in the new chattel in the ratio of the invoice value of our goods compared with the value of the other goods at the time of processing.

All claims of the Buyer arising from a resale of goods in which we have a title or co-title shall pass to us upon the conclusion of the sale contract, regardless whether the goods are sold without or with adaptation or processing, combination or intermingling and regardless of whether they are sold to one or several buyers. If the sold goods do not belong to us in full or if they are sold together with goods not belonging to us, the assignment shall only include the counterclaim in the amount of the invoice value of our goods.

If the Buyer is in default in whole or in part with the settlement of a liability secured by the reservation of title, or if we become aware of circumstances which indicate that our rights could be endangered, we shall be entitled to demand a return of the goods delivered by us without declaring the prior withdrawal from the sale contract in accordance with § 449 of the German Civil Code (BGB) or without having set a period of grace for the settlement of payment obligations in accordance with § 223 BGB. The validity of the sale contract and the obligations of the Buyer shall remain unaffected by the aforesaid request and by the return of the goods in question.

At the request of the Buyer, we shall, at our choice, be obliged to release securities to which we are entitled on the basis of the above rulings (goods and claims) if their value exceeds the claims to be secured by more than 20 percent.

10. Tools Dies and Production Equipment

Pressing and injection moulds, or any other moulds and tools which are produced by us or by any other party on our behalf shall basically remain our property in view of the design performance.

If no subsequent order is received within 2 years of the execution of the last order, and if no subsequent order is anticipated, we shall be entitled to dispose of the tools, dies or any other equipment at our discretion.

11. Warranty

We shall assume the following warranty to the Buyer:

11.1 We guarantee a lack of defects in the materials and workmanship in line with the latest state of the art for a period of 12 months with effect from the date of delivery of the goods to the Buyer.

In case of a justified notice of defects - the reference samples released by the Buyer in writing determining the expected quality and execution - the supplier is compelled to remedy.

The supplier has the right either to eliminate the defect or to deliver a good without defect. If the supplier does not comply with this obligation within due time or if the attempt to remedy fails repeatedly, the Buyer has the right to diminish the buying price or to retreat from the contract. Further claims, mainly claims of compensation for expenses or claims of damage compensation due to defect or resulting from a defect, arise if and only if a damage to life, body or health is attributed. The liability without fault according to the law relative to "Liability for Defective Products" remains unaffected. The liability for the faulty contravention against major contract obligations remains unaffected, too. However, the liability remains restricted, except for cases mentioned in § 1, to the foreseeable, typical contract-related damage. A change of burden of proof at the expense of the Buyer is implied by the aforesaid regulations.

11.2 If we expressly recognize a warranty case, the costs of the cheapest form of transport shall be for our account. Basically, no additional costs are assumed on account of the fact that the goods were taken outside the Federal Republic of Germany.

11.3 Additional claims shall be excluded.

11.4 All warranty claims shall lapse in the event of improper handling, storage, return goods not sent in their original packaging and processing with unsuitable materials.

11.5 If rubber profiles are delivered, the guidelines specified in DIN 7716 shall apply for the storage, servicing and cleaning of goods. We shall assume no liability for damages caused by non-compliance with the aforesaid regulation.

11.6 The current DIN standards for thermoplastics and elastomers shall apply for the dimensions of the cross-section and lengths.

11.7 Warranty claims shall only be taken into account if they are immediately notified to us in writing after a defect has been established.

11.8 We shall assume no liability for the ordered goods being suitable for the intended purpose of the Buyer. Such an examination shall be the responsibility of the Buyer. We shall not be liable for errors attributable to documents which were incorrectly submitted.

12. Other provisions

12.1 Place of performance and legal venue

The place of performance for deliveries or services to be performed is the domicile of the delivery plant in question.

The legal venue is Aschaffenburg.

12.2 Applicable law

The statutory regulations of the Federal Republic of Germany shall irrevocably apply unless otherwise agreed.

12.3 Partial invalidity

If one of the provisions included in these Terms and Conditions or connected with an order in any other way are invalid, the validity of the other provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision which comes as close as possible to the original intention of the invalid provision.

13. Data Processing Authority

We shall be entitled to process all data relating to the Buyer protected by law within the scope of the relevant legal regulations.