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General Terms and Conditions

Contracts

Our offers are subject to change. All contracts and other arrangements are only valid when confirmed in writing. The content of this confirmation is decisive. Verbal agreements are not binding. Changes or additions to the agreements reached, including the delivery and payment conditions are not effective without our written confirmation.

All agreements and offers are subject exclusively to these delivery and payment terms, the recognition of these terms are accepted by the placing of an order or acceptance of delivery. Different conditions of the buyer, we do not explicitly recognize are not binding, even if we do not object to particular clauses.

We reserve the property and copyright of all cost estimates, drawings, sketches and other documents. All documentation and drawings may not be made available to third parties without our written consent. Drawings and other related documents are to be returned upon request.

Production and process materials manufactured or used by us, such as tools and dies remain in the light of our construction services, our exclusive property.

For goods that are produced according to customer specifications, the customer is liable that the intellectual property rights of third parties are not violated. If we the production of parts is prohibited under such violations, we are entitled without obligation to examine the legal position, to cease any further activities and demand compensation for damage suffered. The customer shall indemnify us against all claims of third parties which are in connection therewith without delay.

Delivery, delivery time

Delivery dates are always approximate. They refer to the date of dispatch or the information that parts are ready for dispatch.

Delivery times will not begin until all the details of the order, including the technical designs of the items are agreed. If the buyer requests a change after the order confirmation and this change is accepted by us, the delivery period begins with the confirmation of the change. If a pre-payment or partial pre-payment has been agreed, the delivery period begins first after this payment has been made.

Force majeure and other events, over which we have no influence, that impede or make delivery impossible; such as holding - or traffic problems, difficulties in obtaining raw materials or energy, labor disputes and government action, delays in or in connection with transportation, as well as the non-delivery, the deficient or late delivery from our suppliers, for whatever reason, we are released from our obligations under the supply contract. The duration of temporary obstacles will be the duration plus a reasonable start-up period.

Where the purchaser is not able to expect the delay of parts, he may by immediate written notice be released from the purchase agreement or order. If there are delivery delays or the delivery will be impossible for whatever reason, then the customer claims for damages are, in any form whatsoever, not accepted unless the delay or impossibility to supply was caused by gross negligence.

Partial deliveries are permissible. Each delivery constitutes a separate transaction.

Prices

Our prices are for the performance and delivery as set out in our order confirmations. Any additional or special services are charged separately. Our prices are in Euros, ex works, plus the currently valid tax or VAT. Costs such as expenses for packaging, shipping, (bank charges - or any other costs - for foreign transactions), or transportation shall be borne by the customer.

If, after completion of the supply contract, substantial increases in costs of raw materials, energy and transport charges for us or our suppliers, and these lead to a substantial increase in our purchase costs, and internal costs, we are entitled to immediately negotiate a price adjustment with the customer. If after negotiations an agreement is not reached, both sides are released from the agreement and must not accept or make further deliveries.

Unless otherwise agreed, our invoice amounts are payable within 30 days without discount. If the buyer is in default, he shall pay interest on our debt during the delay of 2% above the discount rate of Deutsche Bundesbank. The rite of further damages, for delay of payment, is reserved. If reasons which reduce the creditworthiness of the buyer arise, after the conclusion of the contract, we are entitled to effect on any pending deliveries of the transaction or other transactions only against advance payment or security deposit and, if not done in advance, or guarantee, after a reasonable grace period to rescind the contract or demand damages for breach of contract.

Passing of risk and dispatch

With the transfer to the shipper or the carrier (starts the loading operation) upon leaving our factory all risk will be, for example even for FOB and CIF transactions, transferred to the customer. If the dispatch is delayed for reasons that lie with the recipient, the risk will pass to the recipient at the point of readiness for dispatch. Additional storage costs after the transfer of risk are borne by the buyer.

Shipping and packing are subject to the discretion of the supplier. The packing is charged at cost and not returnable.

A consignment insurance against damage in transport and other risks are carried out only at the express request and expense of the buyer.

Retention of title

The delivered goods remain up to full payment of all at the time of delivery due to us our property. For current accounts the retention of title will be used as security for our balance-demand. Our rights of ownership and the following special terms are valid until the full release from all liabilities, we have made in the interest of the buyer. For the retention of title are the following special terms:

The processing or transformation of subject goods will be for us as manufacturer as in § 950 BGB, without obligation.

The processed goods are considered reserved property as stated in § 950 BGB.

The processing or conversion with other (not belonging to us) goods by the purchaser creates co-ownership of the new object in proportion to the invoice value of the goods delivered. The new item will be stored for us.

Prohibition of assignment / factoring

An assignment of Buyer's claims against its customers from resale under extended retention of title goods delivered by the buyer is prohibited, particularly in the context of a real factoring. If conditional goods are mixed or combined with other goods and thus making our ownership of the reserved property void, a co-ownership of the customer to the mixed stock, or the single item in proportion to the invoice value of goods subject to retention of the sum of the invoice value of the other mixed or connected goods. The purchaser shall store goods in for us.

The demand of the buyer on the resale of the reserved property is now assigned to the security of our demands on us. In case our commodities are sold together with goods subject to retention of title to third parties, from the resale of the reserved property is entitled to claim a partial amount measured as the invoice value of our retained goods. If the reserved property used by the customer to fulfill a

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service or service delivery contract, the claim from the service or service delivery contract is same as invoice value of our retained goods.

The buyer is generally entitled to collect receivables of the retained goods. Our right to recovery remains unaffected. We will not collect the debt as long as the customer meets his payment obligations. At our request the purchaser must inform us who the debtors of the receivables are and notify us about all legal proceeding against the debtors, this does not exclude our own right of legal proceedings. If the value of the securities existing for our claims is more than 10%, we are obliged at the request of the customer to release securities at our discretion.

From any seizure of the goods or any other infringement of our rights by third parties, the Customer must promptly notify the third party and draw attention to our rights. A pledge or collateral assignment of our conditional goods is not allowed.

Warranty

The goods delivered, even if samples have been sent, are to be investigated thoroughly immediately after arrival at the customer. It is considered approved if a complaint is not received in writing within ten (10) business days after receipt of goods. Notices of defect received without precise part numbers and identification information of each affected items of a batch are invalid. If there is a defect or absence of a guaranteed quality of the delivered goods, we are committed at our will to the conversion, reduction, repair or replacement. By the failure of repaired or replaced goods the buyer, with the exclusion of all other claims of whatever kind and whatever the legal grounds for his choice, may demand change or reduction. All the other customer claims in connection with deficiencies or lack of guaranteed features of the delivered goods, on whatever legal grounds, in particular claims for damages for breach of contract, claims for negligence in negotiating contracts and tort claims (including product liability) are excluded, except for claims for compensation for damages that may arise due to gross negligence (i.e. at least gross negligence) on our part, and for any product damage claims based on qualities to secure the customers against the risk of consequential damage.

Other claims

Also outside the scope of the warranty and liability due to inability or delay is any liability on our part for damages, for whatever legal grounds, including for violation of obligations during the contract negotiations, positive breach of contract and for tort claims (including product liability) are excluded, except for claims for compensation for damages that may arise due to gross negligence (i.e. at least gross negligence) on our part.

Final terms

Place of execution for both parties is the location of our office, unless otherwise specified.

Jurisdiction for all disputes arising from any transaction between us and the customers covered by these delivery and payment conditions will be defined by us as the location of our office or the headquarters of the buyer. For legal actions against us the location of our office is exclusively jurisdiction.

The relations between us and the customer are exclusively subject to the laws of the Federal Republic of Germany. The Uniform Laws on the International Sale of Goods and on the conclusion of International Sale of Goods dated 17.07.1973 does not apply.

Should any individual provisions of these terms and conditions be invalid, then thereby the validity of the remaining provisions shall not be affected. Instead of the invalid provisions the nearest legally effective provision will be used.

If the purchaser is not a merchant nor a legal person of public law, or is a merchant, but not to the business operations of this business, then only the provisions under retention of title, delivery and payment conditions apply .