



GENERAL TERMS AND CONDITIONS

General Terms

1. The following terms and conditions shall be the basis of all commercial transactions. The customer has been explicitly informed of these GTAC and has declared his complete consent to the terms. The scope of deliveries shall be determined by mutual representations in writing which shall be considered authoritative. If an agreement is concluded without such representations having been submitted, then the acknowledgement of the order by the supplier, given in writing, shall be considered authoritative. Subsidiary agreements are only effective, if the seller confirms them in writing.

The buyer shall be committed in principle to his order, notwithstanding the fact that the seller has the right to modify certain individual terms of the agreement in accordance with the requirements of the respective order within 14 days upon receipt of the order in the manufacturing plant. The agreement and its written modifications shall become legally valid, unless the buyer objects in writing within 14 days of the receipt of the order by the seller.

Should the contracting parties not come to an agreement concerning the modifications, then both contracting parties shall be entitled to terminate the contract within 10 days after the objection has been lodged.

2. The delivery shall be provided ex works; the costs for packaging, transport, transport insurance and customs clearance shall be borne by the purchaser. The commissioning of the equipment is not included in the contract price.

3. The seller shall not be held responsible for delays, damages or losses occurring during transport. Claims for transport damages must be asserted immediately by the purchaser and must be addressed to the transport contractor responsible.

4. Delivery in installments shall also be permissible and shall be invoiced in accordance with the scope of the delivery. The specified delivery period begins on the day on which an agreement concerning the terms of contract shall have been reached. The seller shall be considered to have complied with the specified delivery period if the shipment is ready for shipping within the delivery period and the buyer shall have been informed thereof. In case of force majeure (natural disasters, measures taken by public authorities, material shortages, shutdowns, labour disputes, other stoppages, etc.) the seller shall have the right to extend the delivery period accordingly or to cancel the agreement without the buyer having the right to claim indemnification.

Should the seller fail to complete the delivery within the contracted time, then the buyer must grant the seller an additional period of six weeks before cancelling the agreement.

5. The supplier shall retain all proprietary and copyright exploitation rights to all calculations, drawings and other documents; these may not be made available to third parties. Drawings and other documents appertaining to a bid must be returned without delay on demand if the party tendering the bid does not receive the order.

Terms of Delivery and Prices

1. Payment for delivery of goods shall become due 30 days after date of invoice without prejudice to the right to notify a defect. The purchaser can only set off such debts against the payments as are undisputed or have been recognized by declaratory judgement. For payments made within 10 days after date of invoice, the supplier shall be granted 2% cash discount. No discount is granted if a debit balance due to the supplier exists at the time of the payment. Payments shall be credited against the longest standing debt, provided it be older than 30 days.

If the value of the goods ordered amounts to more than Euro 5 200,- an advance of 50% of the value of the goods ordered must be paid 10 days after receipt of order confirmation.

Default interest amounting to 10% p.a. must be paid for delayed payments. The seller is entitled to demand immediate payment of all unsettled accounts, even of those accounts which are not yet due, if a considerable deterioration in the financial circumstances of the buyer should become known or if the buyer default on any payment, including payments for other orders outstanding.

2. VAT shall be charged separately.

3. In the event of changes of general economic terms, in particular, wage increases, price increases for raw materials and supplies, tax increases, and currency change-overs, the seller shall be entitled to increase the stipulated price, unless otherwise agreed, on a pro rata basis in accordance with the increased manufacturing costs, provided that these exceed 5%. This clause shall only apply if the stipulated period of delivery shall be more than 4 months.

4. Agreements and commitments concerning rebatements are only valid for individual orders and do not create any obligations in respect to other and later orders.

Retention of Title

The goods shall remain the property of the supplier until all claims of the supplier against the purchaser have been met. Prior to this, neither pledging nor mortgage of the goods is permissible and resale is only permitted by retailers in the normal course of their business. The purchaser shall bear the costs of any interventions. The claims of the purchaser resulting from the conditional resale of the product shall immediately be transferred to the seller as security for all claims of the seller arising from the commercial relationship.

Liability for Defects

1. Upon receipt of the goods, these must be carefully examined for defects. The notification of obvious defects must be made in writing within 14 days after the receipt of the goods. The seller reserves the right to choose whether to repair the defective parts in his facility or to exchange them for new parts.

2. For defects, which include the lack of warranted characteristics, the supplier's liability shall be as follows:

the supplier shall either repair, supply, or exchange free of charge all parts or services which become unserviceable or whose fitness for use becomes substantially reduced within 12 months after the risk was passed on to the purchaser, irrespective of the operating period of the product, if the defects are due to circumstances which manifestly took place before the risk passed to the purchaser, in particular, if the defects be due to defective design, bad materials, or defective workmanship. The supplier must be notified in writing of the discovery of such defects without undue delay.

The seller reserves the right to decide whether the warranty repair will be carried out at the customers site or at the sellers works. All costs occurring during transport to the sellers works have to be born by the buyer.

Those parts which are subject to natural wear and tear such as UV-lamps, diaphragm pumps, pump diaphragms and their valve plates, catalyst and filter filler are excluded from the guarantee warranty. Defects which occur through improper handling are not covered by the guarantee. Improper handling includes the commissioning by unauthorized personnel, failure to comply with the operating instructions, unauthorized repairs or other such interventions. No compensation for damages, which do not relate to the product itself, such as, for example, consequential damages, shall be given.

3. The purchaser must allow the supplier a reasonable amount of time and opportunity, according to the fair judgement of the supplier, for the removal of the defects. If the purchaser refuses to do so, then the supplier is released from his liability for defects.

4. If the supplier is granted an additional period of time of reasonable length and permits this to elapse without remedying the defect or if a rectification of the defects is not possible or the supplier refuses to rectify them, then the purchaser can claim the reduction of the purchase price.

If the purchaser and the supplier do not come to an agreement concerning the reduction of the purchase price, then the purchaser also has the right to demand a rescission of sale.

5. The right of the purchaser to claims based on defects expires in all cases 12 months after the date of notification of the defect.

6. If the agreement forms a part of the operations of the purchaser's business, then the warranty period for repairs, replacements or substitute services shall be three months. The period of time shall be at least equal to the original limitation period in actions for breach of warranty. The limitation period for liability for defects shall be extended in accordance with the period of time in which operations had to be suspended due to the necessary repairs, replacements or other substitute services for those parts which could not be operated properly because of the interruption.

7. Other claims of the purchaser against the supplier or persons employed by him in the performance of his obligations are excluded. This includes, in particular, claims for damages incurred, which are not directly part of the product. This limitation is not applicable where the seller is legally liable for damage caused intentionally or by gross negligence or through the lack of warranted characteristics of the goods sold.

8. Items 1. to 7. shall be valid correspondingly for such claims of the purchaser for repairs, for replacements or substitute services which originated from proposals or consultations before or after the conclusion of the agreement or from the infringement of collateral obligations.

Venue and Place of Performance

If the purchaser be a general merchant, then venue for all disputes arising directly or indirectly from the contractual relationship including a possible cancellation of the contract on the part of one of the parties shall be Tübingen. Place of performance shall be at the site of the manufacturing plant.

Legal Jurisdiction

The law of the Federal Republic of Germany shall be applicable. This shall also apply to business transactions in foreign countries.

Severability

Should certain of the provisions of this contract be invalid or become void, then the validity of the contract as such shall remain unaffected. In such an event, the invalid provision is to be converted or amended such that the intended economic object shall be achieved.

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