

General terms and conditions

51 General

The policies stated herein are applicable for all present and future commercial transactions and shipments, especially supply, services and special legal transactions between our customers and us. Further agreements and/or additions, telephone or verbal arrangements, only become effective when confirmed by us in writing. Buyer purchasing conditions are herewith denied. They will also not be recognized when, after submission, we don't expressly refuse them. The ineffectivity of a single contract provision has no effect on the validity of the total contract.

52 Offers

Our offers remain independent. Details provided in offers, pricelists and other printed material or material related to offers, especially technical data and specifications are without obligation.

No liability is assumed for the correctness of technical data and other details in manufacturer pricelists.

Technical amendments remain reserved.

All differences are to be accepted accordingly, as far as the customer can expect them.

53 Confirmation of Order

Orders placed by telephone or verbally are binding on the person placing the order. Our commitment begins upon written confirmation of the order.

Objection to the order confirmation shall be admissible within one week of submission. The objection shall be submitted in writing. We maintain the right, in the event of price changes or increase in costs occurring between the date of the contract and the agreed delivery date, to make a correspondingly appropriate rate notification, provided that a time frame of 4 months exists between the date of the contract and the agreed delivery date.

54 Patent right and Copyrights

We retain the right of ownership and copyright for circuit diagrams, illustrations, drafts, and descriptions of the entire software and similar documents. These may not be made available to third parties without our previous written consent. Copying is forbidden without our express written consent. These shall be immediately returned to us upon our request. We cannot be made liable for breach of any patent or other trademark rights.

55 Price and Payment Conditions

Our prices are net. All prices and extra costs will be calculated in accordance with our current effective pricelist. Payments are to be

performed cashless on one of the accounts of the menten GmbH.

All bank-charges are to be paid by the payer.

In check payments, fees in height of EUR 12.50 occur in addition.

Payments become due:

For systems: 90% payment immediately following delivery, net without deductions. 10% immediately after technical acceptance, net without deductions.

For software and equipment: 14 days net following delivery.

For services: 100% immediately, net without deductions.

Discounts are never planned in our calculation, therefore pre-payment does not authorize deductions.

Non-compliance with the payment terms will result in an interest charge of 5% over the current valid discount rate of the German Bundesbank. The enforcement of a continued default remains reserved. There is no right to hold back against our claims, for the one placing the order. An accumulation is only possible with counter-claims that are undisputed or recognized as legally effective by us.

56 Delivery

Delivery takes place from warehouse on the invoice and risk of the customer. When free delivery is agreed, the risk transmission is unaffected thereby. Upon receipt, the shipment shall be immediately examined for completeness and damage.

Delivery dates will be adhered to as possible, however are not binding for us. The right is expressly reserved for partial delivery and/or calculation. The fulfillment of orders follows subject to punctual and sufficient supply from our suppliers. Should a delay in delivery of the merchandise occur, customer can place an extension of minimum 14 days. Punctual sending of the merchandise is sufficient for the adherence to this extension.

Force majeure, labor disputes, strikes and other unforeseen obstacles which may occur, which we, in spite of the circumstances and our efforts, are unable to overcome – whether in our firm or by a supplier – such as breakdowns, official interference, delays from suppliers for goods and components, other not proper or timely deliveries from ourselves, exempts us completely from the delivery obligation, for the duration of these obstacles and in the event deemed impossible. Should later delivery prove impossible or unsuitable

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Date: November 27th, 2006

menten GmbH

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Managing Director: Ralph Menten
Local court Cologne: HRB 47762

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due to the above-mentioned events, we maintain the right to cancel the contract. In the event our delivery default or the occurrence making the service for us impossible, claims for damages by salespersons are ruled out, except by proven willful intent or gross negligence. For non-salespersons, proven damage caused by delay or subsequent impossibility, compensation liability is limited to maximum 10% of the invoice value of the merchandise for which the delivery is delayed or cannot be fulfilled. The damage limit does not apply when willful intent or gross negligence exists.

Customer refusal to receive merchandise ordered or commissioned, or non-maintenance of the payment terms shall be considered as payment default.

Should a purchaser not collect the ordered goods or does the purchaser not follow the payment period, he will be in delay of payment.

§7 Shipment - Risk Transfer

Buyer carries the risk for shipping. For delivery and installation through us, the risk carried by the buyer follows installation.

When shipping is delayed through instructions from the buyer, the buyer bears the risk from the time of shipment preparation. We have the absolute right to levy storage fees at minimum 0.5% of the invoice amount per month. In this case, the purchase price and related charges fall due when the shipment is prepared.

§8 Conditional Sale

The goods remain our property until the full payment has been received and/or all our claims on the customer have been met. By processing of the delivered goods we maintain ownership of the newly manufactured items. The buyer may resell the delivered merchandise or their developed end product only in a proper business manner. Demands resulting from the resale or other special legal grounds shall be turned over to us for security. Buyer is authorized to collect dismissed claims as long as his payments required by us as stipulated in the contract are fulfilled. Any intervention by a third party in the proviso articles or in advance dismissed claims, shall be reported to us immediately by the customer with the necessary documentation for intervention. Buyer shall carry any expenses incurred by intervention.

§9 Warranty and Liability

Any type of complaint shall be submitted in writing latest within 10 days of receipt of the merchandise. Our guarantee is limited, by our choice, to the replacement of the faulty item

or to the reimbursement of the invoice value of the irreplaceable item. Claims for compensation are ruled out, in whatever form, also for costs of installation or dismantling or due to damage, direct or indirect on the merchandise delivered by us. The manufacturer's rendered guarantee shall represent the scope of our warranty. In this aspect, we transfer all the manufacturer guarantees to the customer. In the event the manufacturer does not honor his warranty responsibilities then we will assume the guarantee.

§10 Cancellation

The customer has no right to cancel the contract. Provided we have any grounds to cancel the contract, no claims for damage compensation can be enforced.

§11 Secondary Arrangements, Partial Effect

Verbal agreements have no validity. This applies also for the waiver of written documentation. Should segments of the business policies stated herein become ineffective, the contract as well as the remaining business policies shall remain in effect.

§12 Legal Venue and Governing Location

The governing location for all obligations arising from the contract is the current headquarters of our company. The legal venue for all legal actions related to the contract as well as its existence and effectiveness is Cologne, Germany. The laws of the Federal Republic of Germany govern the complete contract provision.

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