§ 1 General - range of application

1. For all contracts of our enterprise with other enterprises or consumers (customers) within the framework of transactions with goods and services including those coming about in the future exclusively the following terms are decisive and hold good in so far as special terms differing from these have not been agreed. The ineffectiveness of individual terms of these terms shall not affect the validity of the others. The same holds good should other terms not become part of the contract in question.

2. Special terms differing from the following terms of business require the agreement of the management of GEFA Processtechnik GmbH and only become valid when they have been agreed in writing.

§ 2 Concluding of contracts

1. Our offers are subject to confirmation; i.e. they are not legally binding.

2. With his ordering of goods, the customer declares in binding manner that he wishes to acquire the goods he has ordered. The contract comes about through our accepting in the form of a written confirmation the offer by the customer to make a contract as contained in his order. The same also holds good when the order was preceded by an offer by ourselves in the sense of Para. 1 of this provision and when reference is made to this offer in the order.

3. If the customer orders goods by electronic means, we will confirm receipt of the order without delay. However this confirmation of receipt does not represent a binding acceptance of the order. The declaration of acceptance of the order can be combined with the confirmation of receipt of order.

4. Each contract is concluded subject to the reservation that our suppliers make their delivery correctly and on time. This reservation does not hold good should the reason for the non-delivery have been brought about by ourselves. However the reservation holds good in particular when we have concluded a congruent covering transaction with our supplier/subcontractor. The customer will be informed of any inability to carry out the performance without delay. Any related payment will be refunded without delay.

§ 3 Delivery

1. The written declarations made by each party to the contract are decisive in respect of the period for deliveries and performances. Preconditions for the maintenance of this period are the receipt on time from the customer of all documents, necessary approvals and releases to be supplied as well as the clarification and approval on time of the plans, maintenance of the agreed terms of payment and all other obligations.

2. We are entitled to make part deliveries in so far as it is reasonable for the customer to accept these. If delivery against call-down is agreed, the contractual partner shall call down the goods/services within a reasonable period of time.

3. If the making of the delivery is made impossible or is made excessively difficult through force majeure, e.g. operational disruptions brought about by fire, water and similar situations, failure of production systems and machines, strikes and lock-outs, action by the authorities, closure of works, extreme weather conditions or similar situations - including such situations at our suppliers at a previous stage, then we are released from our obligation to make the deliveries for the duration of the hindrance and its after-effects. We will inform our contractual partner of the onset of such occurrences without delay.

4. The legal rights of the customer remain unrestricted in the case of a delay in delivery for which we are to blame.

5. Should the customer get behind in accepting a delivery or should he infringe other participation obligations, then we are entitled to demand that the damage or loss arising for us including any additional expenditure be made good to us.

§ 4 Remuneration

1. Unless something different is agreed, payment for deliveries and performances made by our enterprise shall be made without any deduction within 30 days from receipt of our invoice. The customer has come into a state of default in payment unless he has paid at the latest by the expiration of this period.

2. During such a state of default, the customer shall pay interest on the money he owes at a rate of 8 % above the particular base rate of interest. However we reserve the right to demonstrate that the loss arising for us from the delay in payment is higher and to advance corresponding claims. This default rate does not hold good when the customer, with whom a business transaction has been entered into, is a natural person and where this person does not carry on a trade or self-employed professional activity (i.e. where the person is a consumer). Where the customer is such a natural person, the default rate of interest shall be 5 % above the base rate.

3. The customer is only entitled to carry out offsetting when his counter-claims have been established res judicata or have been accepted by ourselves.

4. It is to be understood that value-added tax at the legal rate will be added to all prices.

5. The customer can only exercise a right of retention when his counter-claim is based on the same contractual relationship.

6. When payment is made by cheque, payment is considered to have been made not on receipt of the cheque but only when it has been finally credited to our account.

§ 5 Retention of title

1. In the case of contracts with enterprises, we retain title to the goods up to the time at which all our claims from the current business relationship with the enterprise have been settled in full.

2. The customer is obliged to treat the goods with care. In so far as maintenance and service work is necessary, then the customer shall carry out this work regularly at his own cost. In addition the customer is obliged to insure goods, to which we still have title, at his cost against water, fire, explosion and theft and - on our so requesting - to show us proof of this insurance.

3. The customer is obliged to inform us without delay of any action by third parties, e.g. in the case of a seizure of property, as well as of any damage to the goods or of the goods having been destroyed. The customer shall notify us without delay of any change in possession of the goods or of a change in the seat of his firm. The customer shall inform us without delay of a seizure of the goods as well as of any other impairment of our rights by third parties and make available to us all the information and documents needed to enable us to assert our rights.

4. We are entitled to withdraw from the contract and demand that the goods be returned to us should the behaviour of the customer represent an infringement of the contract and in particular if he gets into default with his payments or infringes an obligation in accordance with Para. 2 and Para. 3 of this provision.

5. The customer is entitled to resell the goods in a proper business transaction. In such a case he undertakes now to assign to us automatically all accounts receivable in the amount of the invoice sum, which he becomes entitled to through the process of reselling to a third party. We accept this assignment. After such an assignment, the customer is entitled to collect the account receivable. We reserve the right to collect the account receivable ourselves should and then as soon as the customer fails to meet his payment obligations properly and gets into default. In such a case the customer is obliged to notify his debtor (the third party) of the assignment. The customer is not entitled to dispose of the goods in any other way, in particular by permitting them to be seized or to be used as chattel mortgage until such time as he has finally acquired title to the goods.

6. Processing and further processing of the goods by the entrepreneur shall always be carried out in our name and on commission for us. Should processing involve objects which do not belong to us, then we shall acquire joint title to the new thing in the ratio of the value of the goods we have delivered to the value of the other objects processed. The same holds good should the goods be mixed with other objects which do not belong to us.

§ 6 Transfer of risk

1. The burden of the risk of the goods being accidentally lost or accidentally damaged is transferred to the buyer at the time the goods are handed over to the buyer or - in the case of a sales shipment transaction (sale by a delivery to a place other than the place of performance) - with the handing over of the goods to the forwarding agent, freight forwarder or other person or institution commissioned to carry out the consignment. The above also holds good for part deliveries.

2. In so far as something different has not been explicitly agreed, we are entitled but not obliged to insure the shipments within the commercially usual framework and to charge the costs arising thereby to the buyer.

3. Goods are considered to have been handed over as soon as the buyer gets into default with accepting delivery of the goods.

§ 7 Liability for material defects

1. Should the goods have defects, we shall undertake our warranty obligations either by rectifying the defects or by making a replacement delivery - whereby the choice is ours. Parts that are replaced become our property.

2. Should the post-fulfilment process fail, the customer can fundamentally demand that the remuneration for the goods be reduced (diminution) or that the contract be cancelled (revocation) - whereby the choice is his. However the customer is not entitled to withdraw from the contract should the infringement of the contract be only of a minor nature and in particular if the defects are only slight.

3. Customers who are entrepreneurs must notify us in writing within a period of two weeks from the delivery of the goods of obvious shortcomings otherwise the advancing of a claim under warranty is excluded. Here dispatching of the notification on time is decisive for the above period. The onus of proof lies fully with the entrepreneur in respect of all claim preconditions and in particular in respect of the shortcoming itself, the time at which the shortcoming was established and the notifying on time of the shortcoming as claimed.

4. Should the customer choose withdrawal from the contract due to a legal or material short-coming following failure of the post-fulfilment process, then he cannot at the same time advance claims for damages from the short-coming.

5. Should the customer choose the making good of damages following failure of the post-fulfilment process, then the goods shall remain at the customer's when it is reasonable for the customer to accept this. In this situation the damages shall be limited to the difference between the purchase price of the goods and the value of the thing with short-comings. However this does not hold good if we have maliciously brought about the contractual infringement.

6. If the customer is an enterprise, the warranty period is one year from the date of delivery of the goods. For customers who are consumers, the period of limitation is two years from date of delivery of the goods. In the case of used goods, the period of limitation is one year from date of delivery of the goods whereby the latter only holds good when the customer has notified us within the prescribed time of the short-coming (Para. 3 of this provision).

7. Where the customer is an enterprise, the proper nature/quality of the goods as agreed is fundamentally defined just by the manufacturer's product description. Public statements, praise/recommendations or promotional claims by the manufacturer, on the other hand, do not represent a statement of the nature/quality of the goods in terms of the contract.

8. Should the mounting instructions received by the customer have short-comings, then we are only obliged to supply mounting instructions which do not have short-comings and we are also only obliged to do this when the short-comings in the mounting instructions represent an obstacle to installation being carried out in the proper manner.

9. The customer does not receive guarantees in a legal sense from us. Manufacturer guarantees are unaffected by the former statement.

§ 8 Limitations of liability

1. In the case of infringements of obligations brought about by slight carelessness, our liability is limited to the direct average loss as foreseeable in accordance with the nature of the goods and as typical for the contract. This also holds good in the case of infringements of obligations brought about by slight carelessness by our legal representatives or vicarious agents.

2. We are not liable vis à vis enterprises in the case of slight, careless infringements of insignificant contractual obligations.

3. The afore-mentioned limitations of liability do not affect claims of the customer under product liability. In addition the limitations of liability do not hold good in the case of bodily injury, damage to health or loss of life of the customer which can be attributed in each case to ourselves.

4. Claims for damages by the customer based on a short-coming become statute-barred after one year from date of delivery of the goods. However this does not hold good if we can be accused of gross negligence or in the case of bodily injury, damage to health or loss of life of the customer blame for which can be attributed in each case to ourselves.

5. We undertake no liability for losses which arise from the following reasons: through the goods being used in an unsuitable or unprofessional manner, through the goods having been incorrectly mounted or put into operation by the customer or a third party, through natural wear and tear suffered by the goods or through the goods being treated/handled in an incorrect or careless manner, through the goods having been stored in an unsuitable or unprofessional

manner, through the goods having come into contact with unsuitable operating materials or unsuitable replacement materials or through electromagnetic or electrical factors of influence. The exclusion of liability does not hold good if the onset of damage can be attributed to negligence by ourselves.

6. The liability of our enterprise for material defects of products that have been manufactured completely by a third party - for example and in particular electric actuators, pneumatic actuators, hydraulic actuators, gear operators etc. - is restricted in the first place to the assignment of our guarantee claims vis à vis the supplier or manufacturer at a previous stage to our customer. Only if the guarantee claims, which we have assigned to our customer, are not fulfilled in a manner reasonable for the customer our obligations in accordance with § 7 of these general terms and conditions of business are revived again also for the goods as produced by a third party.

§ 9 Venue, place of performance

1. Where the customer is a businessman, legal person under public law or a special fund under public law, the sole venue for all disputes is our principal place of business (Dortmund). The same holds good when the customer does not have a general venue in Germany or if his domicile or usual place of abode is not known at the time the action is raised.

2. Place of performance is our principal place of business in Dortmund in so far as something different is not specified in our confirmation of order.

§ 10 Final provisions

1. The law of the Federal Republic of Germany holds good. The prescriptions of the UN Sales Convention do not hold good.

2. Should an individual provision of the contract with the customer including these general terms of business be or become wholly or partly ineffective, then this shall not affect the validity of the other provisions. In such a situation the provision, that is ineffective in whole or in part, shall be replaced by one that comes as close as possible to representing the economic sense of the ineffective one.