

GENERAL TERMS OF TRADE

I. AREA OF VALIDITY

These sales conditions apply to undertakings, legal entities under public law and to public law special trusts.

We provide our supplies and services solely on the basis of the conditions below.

The purchaser's terms of trade do not apply, unless we expressly recognise such.

II. GENERAL PROVISIONS

1. The parties shall confirm verbal agreements individually without delay in writing.
2. Orders first become binding upon our confirmation of order.

III. LONG-TERM AND CALL-UP CONTRACTS, PRICE ADAPTATIONS

1. Open-ended contracts can be terminated by serving notice of 6 months.
2. In the case of long-term contracts (contracts with a term of more than 12 months and open-ended contracts), a significant change in the costs of wages, materials or energy entitles either party to demand a reasonable price adaptation to take account of these factors. Parts made from materials quoted on commodity markets are re-calculated for each order in line with the basis metal price, which can be subject to fluctuations.
3. If a binding order volume has not been agreed, we calculate our prices on the basis of the non-binding order volume (target volume) to be expected from the purchaser over a certain period. If the purchaser takes up less than the target volume, we are entitled to increase piece prices accordingly.
4. Unless agreed otherwise for call-up delivery contracts, binding quantities shall be notified to us by call-up at least 2 months before the delivery date. Additional costs caused by delayed call-ups or by subsequent changes to a call-up concerning date or quantity made by our purchaser are borne by the purchaser; our calculation is decisive in this context.

IV. CONFIDENTIALITY

1. Both parties shall use all documents (which includes samples, models and data) and knowledge which they receive in the course of the business relationship only for jointly pursued purpose. They shall keep such secret from third parties with the same care that they would take with their own documents and knowledge, if the other party has designated these as confidential or has an obvious interest in keeping them secret. This obligation starts from first-time receipt of the documents or knowledge and ends 36 months after the business relationship has ended.
2. The obligation of confidentiality does not apply to generally known documents or knowledge, nor to such already known to the party without this party being obliged to confidentiality, nor to such disclosed by a third party with the right to do so, nor to such processed by the receiving party without exploitation of the other party's confidential documents or knowledge.

V. DRAWINGS AND DESCRIPTIONS

If one party provides drawings or technical documents concerning the goods to be supplied or their manufacture to the other party, these remain the property of the submitting party.

VI. SAMPLES AND MEANS OF PRODUCTION

1. Unless agreed otherwise, the costs of producing samples and means of production (tools, moulds, patterns etc.) shall be invoiced separately from the goods to be supplied. This also applies to means of production which need to be replaced due to wear and tear. As a general rule, only proportionate costs are charged for tools and equipment. The tools are thus the property of the purchaser. The difference to the full costs becomes due only if the purchaser exercises its rights of ownership and wishes to withdraw the tools or if it fails to take up the volume that could be expected from its inquiry.
2. We bears the costs of maintenance for the means of production, their proper retention and the risk of damage or destruction. The costs of extended changes and replacements after their overall life expectancy has expired are borne by the purchaser.
3. If the purchaser postpones or ends the collaboration with us during the time that samples or means of production are being produced, all the manufacturing costs incurred up to that date are borne by the purchaser.
4. The means of production remain in our possession, even if these have been paid for by the purchaser, at least until the delivery contract has been processed. The purchaser is then entitled to demand that we handover the means of production, provided the timing of the handover has been mutually agreed and the purchaser has fulfilled its contractual obligations to the full extent.
5. We shall retain the means of production at no charge for three years after we have made the last delivery to the purchaser. We shall then request in writing that our purchaser declares - within a deadline of 6 weeks - what is to be done with them. Our duty of retention ends if we do not receive an appropriate declaration within these 6 weeks or if a new order is not issued.
6. We may not use means of production related to the buyer for deliveries to third parties unless we have obtained written approval from our purchaser in advance.

VII. PRICES

Our prices are stated in EURO. They do not include value-added tax, packaging, freight, postage or insurance.

VIII. CONDITIONS OF PAYMENT

1. All invoices are payable within 30 days of the invoice date.
2. If some of the items we have delivered are indisputably defective, our purchaser is still obliged to pay for the faultless articles. In addition, the purchaser may not offset its own claims against our own unless these have been established by a court of law or are undisputed.
3. If the payment deadline is overshoot, we are entitled to charge default interest at the rate which the bank charges us for current account credit, although at least 8 percentage points above the respective basis rate of interest charged by the European Central Bank.
4. In case of default of payment, after informing the purchaser in writing, we can postpone fulfilment of our obligations until payment has been received.
5. Bills of exchange and cheques are accepted only by agreement, and then only to facilitate fulfilment and under the proviso of their discountability. Discount fees are charged from the date that the invoice sum is due. No warranty is given for on-time presentation of bill of exchanges or cheques, entering bill protests is excluded.
6. If, after conclusion of contract, it seems likely that our claim to payment is endangered by the purchaser's inability to pay, we can refuse performance and

set a reasonable period of grace for the purchaser, in which it must pay contemporaneously for each delivery or furnish appropriate securities. If the purchaser refuses or the period of grace expires fruitlessly, we are entitled to withdraw from the contract and to demand recompense.

IX. DELIVERY

1. Unless agreed otherwise, we deliver "ex-works". Our announcement of readiness to dispatch or for the goods to be collected is decisive for compliance with the delivery date or deadline.
2. The delivery period starts when we send our confirmation of order and is extended accordingly in case of an Act of God, operational disturbances, shortages of raw materials or energy, breakages of machines or tools, strikes etc..
3. Part deliveries are admissible to a reasonable extent. They shall be invoiced individually.
4. Under deliveries or over deliveries due to reasons of production are admissible within a tolerance of 10 per cent of the total order volume. The total price is amended accordingly in the scope of such.
5. Packaging is charged at cost price. It is not taken back as a matter of principle.

X. SHIPMENT AND TRANSFER OF RISK

1. Goods reported as ready for shipment shall be taken up by the purchaser without delay. Otherwise we are entitled, at our own discretion, to dispatch these or store them at the purchaser's expense and risk.
2. Unless agreed separately, we select the means of the transport and the route.
3. Risk is transferred to the purchaser upon handover to the carrier, the railway or freight forwarder, or at the date the goods are put into storage, although at the latest when they leave the works or the stores, even if we undertake their delivery ourselves.

XI. DEFAULT OF DELIVERY

1. If the delivery is delayed by an Act of God or by actions or the failure to act on the part of the purchaser, the delivery period is extended accordingly to take account of the circumstances.
2. The purchaser is not entitled to withdraw from the contract unless we are responsible for missing the delivery deadline and we allow a reasonable period of grace set for us to expire fruitlessly.

XII. RESERVATION OF TITLE

1. We reserve the title to the delivered goods until all our claims arising from the business relationship with the purchaser have been fulfilled. Both simple and extended reservation of title is agreed.
2. The purchaser is entitled to re-sell the goods in regular business transactions, as long as it fulfils its obligations from the business relationship with us in good time. However, the purchaser may neither pledge nor assign the goods as collateral security. It is obliged to secure our rights if it resells the reserved goods on credit.
3. If the purchaser is culpable of infringing a duty, in particular in case of default of payment, we shall set a reasonable period of grace for the purchaser to fulfil its obligations. Once this has expired fruitlessly, we are entitled to withdraw from the contract and take back the goods; the legal provisions on the dispensability of

setting a period of grace remain unaffected. The purchaser is obliged to hand the goods over to us.

4. We are entitled to withdraw from the contract if an application is made to open insolvency proceedings against the purchaser's assets.
5. The purchaser even now assigns to us as security all claims and rights from the sale or from any leasing of goods granted to the purchaser from which we accrue rights of ownership. We accept the assignment.
6. The purchaser always reprocesses the reserved goods on our behalf. If the reserved goods are processed or inseparably mixed with other objects not belonging to us, we acquire co-ownership to the new item in the ratio of the invoice value of the reserved goods to that of the other processed or mixed objects at the time of processing or mixing. If our goods are combined or inseparably mixed with other movable objects to make an uniform item, and if the other item is to be regarded as the main item, the purchaser shall transfer proportionate co-ownership to us, insofar as it owns the main item. The purchaser shall safeguard ownership or co-ownership on our behalf. In addition, the same conditions apply to the item created by processing or combining/mixing as to reserved goods.
7. The purchaser shall inform us without delay of any third party seizure actions initiated against the reserved goods or against claims or other securities assigned to us. It shall submit the documents required to defend our interests. The same applies to inhibitions of any other nature.
8. If the value of existing securities exceeds the total claims to be secured by more than 20 per cent, then at the purchaser's request, we shall release securities at our discretion.

XIII. MATERIAL DEFECTS

1. The quality of the goods is determined solely by the agreed technical delivery specifications. If we are to deliver goods made to our purchaser's drawings, specifications, samples etc., the purchaser bears the risk of their suitability for the intended purpose of use. The date that risk is transferred in accordance with Item X. 3 is decisive for the state of the goods conform to contract.
2. We are responsible neither for material defects caused by unsuitable or improper use, incorrect assembly or commissioning by the purchaser or third parties, normal wear and tear, incorrect or neglectful treatment, nor for the consequences of improper changes or repair work performed by the purchaser or third parties without our approval. The same applies to defects which only insignificantly reduce the value or suitability of the goods.
3. Complaints concerning quantities or the quality or accuracy of the goods must be lodged in writing at the latest within 14 days of their receipt. The right of complaint is excluded if the purchaser has already reprocessed the goods delivered by us. Our warranty is also excluded if the purchaser processes the parts, e.g. by electroplating, painting or varnishing, pickling etc..
4. Claims for material defects expire by limitation of time in 12 months. This does not apply if longer periods are regulated by overriding laws.
5. If acceptance of the goods or first article inspection has been agreed, complaints of defects which the purchaser should have been able to establish, given careful acceptance or first article inspection, are excluded.
6. We must be granted the opportunity to verify defects complained of. On request, goods subject to complaint shall be returned to us without delay. If the purchaser fails to comply with these obligations or makes changes to goods already

complained of without our approval, it forfeits any claims accruing from material defects.

7. In case of justified complaints lodged on time, we shall rework the defective goods or make a replacement delivery at our discretion.
All further claims are excluded, in particular claims to damages of any kind, even if an assured characteristic is missing.
8. Our production is governed solely by the regulations concerning input material, form and strength. The resulting forces are beyond our control and warranty. Such regulations are invalid for us. Test regulations concerning certain lift or vibration figures, a certain useful service life or behaviour under certain conditions are likewise invalid for us.
9. As all narrow coils are cut from wide coils of up to 153 mm, their tolerance dimensions also apply.

XIV. OTHER CLAIMS, LIABILITY

1. Unless regulated otherwise below, all other, further-going claims on the part of the purchaser against us are excluded, even if an assured characteristic is missing. This applies in particular to claims for damages due to the infringement of duties under the obligatory relationship and due to illicit acts. We are therefore not liable for damages which are not incurred to the delivered goods themselves. Above all, we are not liable for foregone profit or other asset losses suffered by the purchaser. It is expressly agreed that the purchaser shall release us from all producer liability.
2. The exclusion/restriction of liability also applies to personal liability on the part of our staff, workforce, employees, legal representatives and vicarious agents.

XV. ACTS OF GOD

Acts of God, industrial strife, unrest, sovereign acts, interruptions to our supplies and other unforeseeable, unavoidable major events release the parties from their obligations of performance for the duration of the hindrance and in the scope of its effects. The same applies if such events occur at a date at which the party affected is already in default, unless it has caused the default by malice aforethought or by gross negligence. Within the realms of reason, the parties are obliged to provide the information required without delay and to adapt their obligations in good faith to the changed circumstances.

XVI. PLACE OF FULFIMENT AND JURISDICTION, APPLICABLE LAW

1. Unless regulated otherwise by the confirmation of order, the place of fulfilment is our registered headquarters.
2. Our registered headquarters is the place of jurisdiction for all legal disputes, including those involving bills of exchange and cheques. We are also entitled to take action at the registered headquarters of the purchaser.
3. German law shall prevail exclusively over the contractual relationship.
Application of the United Nations Convention on Contracts for the International Sales of Goods of 11th April 1980 (CISG – Vienna Sales Convention") is excluded.

XVII. BINDING NATURE OF THE CONTRACT

Should individual provisions in these General Terms of Trade be legally unworkable in full or in part, this shall not affect the validity of the remaining provisions.

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