

General provision

The terms of sale of METROLUX GmbH shall exclusively apply for all orders. The own conditions of the customer or ordering person or company that differ from ours or supplement them shall not be binding for METROLUX GmbH, even if METROLUX GmbH does not contradict them or the customer declares that he only wants to order something on his own terms and conditions. Any condition deviating from the following ones shall not be valid unless confirmed by METROLUX GmbH in writing. The confirmation or performance of the order shall be considered to be the acceptance of these terms and conditions of sale.

I Term for delivery

1 The term for delivery shall start with the dispatch of the confirmation of order but not before the provision of documents, approvals, releases that must possibly be organized by the customer and not before the receipt of an agreed advance payment.

2 The term for delivery shall be considered kept if up to its termination the readiness for dispatch has been communicated or the goods to be delivered have left the company.

3 The term for delivery shall be extended if measures are to be taken within industrial action, in particular strike and lock out, as well as in the event of unforeseeable impediments that are beyond our will, e.g. operational breakdowns, delays in the delivery of important materials, as far as evidence can be furnished that such impediments considerably influence the delivery of the goods to be supplied. This shall also apply if the circumstances just mentioned arise for the sub-suppliers. The term for delivery shall be prolonged appropriately to the duration of such measures and impediments.

We shall neither be responsible for the circumstances mentioned above if they arise during an already existing delay. We will inform the customer about the start and end of such impediments in urgent cases as soon as possible.

4 Partial deliveries are possible within the terms for delivery we have indicated unless disadvantages for use are caused by them.

II Scope of delivery

1 The scope of delivery shall be specified by our written confirmation of the order.

2 We reserve the right to modify the construction or form due to technical improvement or due to the demands placed by legislation during the term for delivery, unless the object to be delivered is changed significantly and unless the changes are acceptable for the customer.

III Cancellation costs

If the customer unfoundedly withdraws from the given order we shall be allowed to demand 10% of the selling price for the costs resulting from handling the order and from the lost income, notwithstanding the possibility to assert a claim for a greater actual damage. The customer shall reserve the right to furnish proof of a slighter damage.

IV Packing and dispatch

The packing shall become the property of the customer and we shall charge for it. Postage and package expenses shall be charged extra. The mode of dispatch shall be chosen to the best of our judgment.

V Acceptance and passing of risk

1 The customer shall be obliged to accept the goods we delivered. For lack of a deviating agreement (delivery by us), the good or service shall be handed over in Göttingen. The customer shall be entitled to check the goods we delivered at the place of delivery within 14 days after the receipt of the supply notification or another information about the completion. The customer shall be obliged to accept the goods we delivered within the same period, unless he is prevented from accepting said goods not due to his fault.

2 If the customer is in arrears with the acceptance of the purchase item intentionally or by gross negligence longer than fourteen days after having received the supply notification, we shall be entitled to withdraw from the contract or to sue for damages after granting additional fourteen days. The granting of an additional period of time shall not be necessary, if the customer seriously or definitely refuses the acceptance or if he obviously neither is able to pay the purchase price within said period of time.

3 The risk shall be passed to the customer with the acceptance of the goods we delivered. If the customer declares that he will not accept the goods we delivered, the risk of an accidental loss or an accidental deterioration of said goods shall be passed to the customer at the time of his refusal.

VI Change in prices

Changes in prices shall be permitted if more than four months are between the conclusion of the contract and the agreed date of delivery. If the wages, material costs or the market cost prices increase afterwards up to the completion of the delivery, we shall be entitled to increase the price in a reasonable manner in accordance with the increase in the costs. The customer shall only be allowed to withdraw from the contract, if the price increase is more than irrelevantly higher than the increase in the general costs of living between the order date and the delivery date.

If the customer is a merchant, a legal person of public law or a special asset under public law, the changes in prices shall be permitted in compliance with the regulation just mentioned, if more than six weeks are between the conclusion of the contract and the agreed date of delivery.

VII Terms of warranty

1 We accept warranty for defects of the goods we deliver to the following extent:

a) During a period of six months after the acceptance of the goods we delivered, the customer shall be entitled to make a claim to the removal of defects (rectification of defects). If we should not be able to remove a defect covered by our warranty obligation or further subsequent repair attempts are not tolerable for the customer, the customer shall have the right to demand the nullification (rescission) of the

contract) or the reduction (reduction of the purchase price) instead of the rectification of the defect.

b) Natural wear and tear is excluded from the warranty obligation in any case.

2 We shall only be liable for further claims and rights that are due to damages caused intentionally or by gross negligence. In other respects, any further liability shall be excluded.

VIII. Retention of proprietary rights

1 The goods we deliver shall remain our property until payment.

2 In the event the customer acts in contrary to the terms of agreement, in particular if he fails to pay on due date, we shall have the right to take back the goods after demanding payment and the customer shall be obliged to return the goods we delivered.

3 The assertion of the retention of proprietary rights as well as the attachment of the delivered goods by us are not to be considered as the withdrawal from the contract, unless the regulations stipulated in the consumer credit act apply or we expressly declare this in writing.

If this provision refers to merchants, a legal person of public law or a special asset under public law, the following shall additionally apply:

Our customer shall be entitled, in the normal course of business, to resell the goods we delivered. However, the customer assigns to us herewith as security any receivables due to him from the onward sale of such goods to the amount of the purchase price (VAT included) agreed between us and the customer. This provision shall apply regardless of whether the goods delivered by us are resold without or after being further processed. The customer shall be authorized to collect these sums due after their assignment. Our right to collect the sums due by ourselves shall remain unaffected. However, we shall be obliged not to collect said sums as long as the customer meets his financial obligations punctually and does not get into arrears. In the event the customer has not fulfilled his obligation we shall be entitled to demand that the customer informs us about the assigned claims and their debtors, gives any detailed information required for collecting the sum due, hands over the documents belonging to them and informs the debtor about the assignment.

4 The processing or remodeling of the goods by the customer is always performed for us. If the goods we delivered are processed together with objects not being our propriety, we shall get the co-ownership of the new goods corresponding to the proportion of the value of the goods we delivered to the other processed goods at the time of processing.

5 If the goods we delivered are mixed inseparably with other objects not being our propriety, we shall get the co-ownership of the new goods appropriate to the proportion of the value of the goods we delivered to the value of the other mixed goods. The customer shall hold in custody the joint ownership for us.

6 The encumbrance of the goods we delivered, in particular pledging or assigning securities to any third party, is not permitted. In the event that our goods delivered are in any way threatened by measures of attachment or seizure or other such measures taken by any third party, our customer must inform us without delay and provide us all information and documents required for protecting our rights. Our customer shall draw the attention of any law enforcement official or of any third party to our rights.

7 We shall be obliged to release the securities we are entitled to at our customer's request, if the value exceeds their receivables to be preserved by more than 20 %, as far as they have not been paid yet.

IX Liability in tort

Claims for damages based on tort shall be excluded, unless the damage has been caused intentionally or by gross negligence. This shall also apply for actions performed by our vicarious agents.

X Terms of payment

1 The purchase price and the costs for additional services shall be due for payment at the delivery date of the goods.

2 Check and bills shall only be valid after being paid. The acceptance of bills shall always require our prior agreement in writing. If bills are taken, the discount charges and collection fees required by the bank shall be charged. They are to be paid in cash promptly.

3 We calculate default interests with 8 % p.a. above the basic interest. They are to be assessed at a higher or lower value, if we furnish evidence of an encumbrance of a higher interest rate or if the customer furnishes evidence of a lower encumbrance.

4 If the customer is a merchant, a legal person of public law or a special asset under public law, the restraint of payments due to any counterclaims of the customer not accepted by is not permitted. The same shall apply for the offsetting of them.

XI Place of performance and place of jurisdiction

1 The place of jurisdiction shall be Göttingen.

2 If the customer is a merchant, a legal person of public law or a special asset under public law, the actions for all disputes arising from the contractual relationship shall be brought before a court being competent for our headquarters. We shall also be entitled to file an action at the place of the customer's headquarters.

3 The contracting parties shall be exclusively subject to German law to the exclusion of the conventions on the contracts for the international purchase of movable goods, even if the customer's head office is located abroad.

XII Miscellaneous

1 The transfer of titles and obligations of the customer arising from the contract concluded with us requires our written consent in order to become effective.

2 Should any individual provision be or become void, the validity of the other provisions thereof shall in no way be affected.