

General Conditions of Sale and Delivery of Spectron Gas Control Systems GmbH

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For use vis-à-vis natural persons or legal entities or partnerships having legal personality, acting when concluding the contract in pursuance of their commercial or self-employed vocational or professional activities, or legal entities under public law or special funds under public law.

1. Scope of Application

All of our sales and other deliveries and services shall be governed exclusively by the following conditions of sale and delivery.

Deviating conditions or acknowledgements of the orderer shall apply only if and to the extent that we have expressly agreed thereto. Our silence to other conditions or acknowledgements shall in particular not be deemed to constitute acceptance or consent. We hereby expressly object to such other conditions or acknowledgements of the orderer.

2. Conclusion of the Agreement; Scope of Delivery

2.1 Our offers are made without obligation. A contract is formed only if and when we confirm the acceptance in writing or the goods are delivered by us.

2.2 Ancillary agreements, representations, amendments of the contract and other deviating agreements shall be valid only if expressly confirmed in writing by us.

2.3 The scope of delivery shall be determined by our written confirmation. The delivery of excess or smaller quantities shall be admissible within the usual limits.

3. Prices

3.1 Our prices are in principle understood in Euros „ex works“ plus packaging and shipment costs, to be paid by the orderer, as well as value added tax in the amount required by law.

3.2 Our prices do not include taxes, fees, customs duties or similar charges arising outside the Federal Republic of Germany through the conclusion or the implementation of the transaction. If we are required to pay such charges, we shall have the right to invoice such additional costs to the orderer. The same shall apply if insurance costs or public charges as described above are newly introduced or are increased within the Federal Republic of Germany after the conclusion of the contract.

4. Terms of Payment

4.1 Unless otherwise agreed, payments shall be made net cash immediately after receipt of the goods. Payment by bill of exchange is allowed only with our prior consent. All costs arising from this shall be borne by the orderer. Payments – also if made by bill of exchange or cheque – shall be deemed to have been made only if and when we can dispose of the invoice amount including all ancillary claims.

4.2 Objections to the calculation for our goods and services must be made in writing no later than two weeks after receipt of the invoice. If the orderer fails to object in due form and within the required time, the invoice shall be deemed accepted.

4.3 If the order value exceeds € 25,000 and the delivery period is longer than two months, the following terms of payment shall apply, in each case net cash:

- 30% upon the conclusion of the agreement
- 30% after the end of half of the agreed delivery period
- 30% upon notification of readiness for shipment
- 10% upon acceptance

4.4 In the event of default in payment, we shall have the right to charge default interest in the amount of 8% above the base interest rate of the European Central Bank. We reserve, however, the right to assert further damages going beyond this. The orderer has the right to prove to us that no damage or lower damage was incurred by us due to default. In any case we shall have the right to demand the statutory interest rate.

4.5 If terms of payment are not complied with or if circumstances become known which at our reasonable commercial discretion give rise to justified doubts as to the orderer's credit worthiness, we shall have the right in such cases, without prejudice to any further statutory rights, to demand advance payment or security acceptable to us for outstanding deliveries, and, if a reasonable additional period passes without such security being provided, to cancel the agreement and demand damages.

4.6 The orderer can set off claims from our payment claims only if the counter claim is undisputed or has been awarded by final judgement. A right of retention can be asserted by the orderer only to the extent that it is based on claims arising from the same contractual relationship.

5. Delivery Period; Default

5.1 Delivery dates and delivery and performance periods, which can be agreed on in a binding or non-binding manner, are to be agreed on in writing. The date of the confirmation of the order shall be relevant for the delivery and performance periods. However, they shall not begin before total clarity exists with respect to all information and documents to be provided by the orderer. The delivery period shall be deemed to be observed if we notify the orderer of readiness for shipment before the expiry of the delivery period. This shall not apply in the case of agreed assembly or repair work.

5.2 If we are in default, and the orderer incurs damages in consequence thereof, our liability to compensate the orderer shall be limited in each case to 0.5% per calendar week begun of the value of the part of the overall delivery which cannot be used in time or in accordance with the contract in consequence of the delay which we are responsible for, limited however to a maximum of 5% of that value.

5.3 If we are in default and are liable according to the statutory provisions for damages instead of performance or compensation for useless expenses, our liability shall be limited to the foreseeable contractual typical damage or, as the case may be, the useless expenses usually incurred, limited however to a maximum of 50% of the value of the part of the overall delivery which cannot be used in time or in accordance with the agreement in consequence of the delay which we are responsible for.

5.4 The limitation of liability in this clause 5 shall not apply to damage arising from grossly negligent or intentional breach of duty, nor shall it apply to damage arising from an injury of life, body or health. These provisions shall also not involve a shift in the burden of proof to the orderer's disadvantage.

5.5 In the event of default on our part, the orderer can cancel the contract only to the extent that we negligently or intentionally caused the delay.

5.6 In the event of force majeure or of the disruption of operations affecting us or our suppliers, preventing us temporarily without any fault of our own from delivering within the agreed period, including fire damage, confiscation, labour disputes (strike, lock-out), boycotts, energy and raw material shortages, and the like, the delivery and performance periods shall extend by the duration of the disruptions caused by these circumstances. If these disruptions result in a delay in performance by more than four months, the orderer can cancel the agreement. Other statutory cancellation rights shall remain unaffected by this provision without prejudice to clause 5.5 above.

6. Part Delivery and Part Performance

Part delivery and part performance shall be admissible if we have a legitimate interest therein and the orderer can reasonably be expected to accept it.

7. Shipment

7.1 Unless otherwise agreed, shipment shall be made by us without insurance at the orderer's risk and expense. The selection of the transportation route and the means of transportation shall be made by us.

7.2 The risk shall pass over to the orderer when the goods to be delivered are handed over to the orderer, the forwarding agent, the carrier or any other undertaking charged with shipment, but at the latest upon departure from the works or warehouse. This shall apply also if we accept to make delivery. Transport insurance shall be taken out by us only at the orderer's special instructions and expense.

7.3 If shipment is delayed in consequence of the assertion of our right of retention due to entire or partial default in payment, or for any other reason which the orderer is responsible for by negligent or intentional conduct, the risk shall pass over to the orderer on the day of notification of readiness for shipment at the latest.

7.4 Goods reported ready for shipment and due for delivery must be called immediately by the orderer. If goods ready for shipment are not called and delivery is taken without undue delay, we can at our choice either ship the goods or store them at the orderer's cost and risk.

8. Retention of Ownership

8.1 We retain title to all goods delivered by us until all of our claims arising from the business relationship with the orderer have been discharged, including claims arising in the future from agreements concluded later, and including any rights of recourse and rights to be released arising from bills of exchange and cheques („goods subject to retention of title“). This shall also apply to a balance in our favour if any or all of our claims are included in a current account (current account) and the balance is drawn.

8.2 If payments are made entirely or partly against suretyship or guarantees, retention of title shall end only once the suretyship or guarantee documents are returned.

8.3 If our goods are mixed with other movable things to form a uniform thing, or combined with other things or processed to create a new thing, the orderer hereby already transfers to us co-ownership of the mixed thing or of the thing arising from the combination or processing, in the proportion of the value of the goods subject to retention of title to the other things at the time of mixing/ combination or processing. The orderer shall safekeep our property or co-property for us free of charge. The co-ownership rights arising from this shall be regarded as retained ownership.

8.4 The orderer has the right to resell the goods subject to retention of title in the ordinary course of business. Other disposals, in particular pledges or the transfer of title by way of security, shall not be allowed. If the goods subject to retention of title are not paid for immediately by the third-party acquirer

in the case of a resale, the orderer shall be obliged in turn to sell only subject to retention of title. The right to resell shall end if and when the orderer discontinues its payments or is in default in payment to us.

8.5 The orderer hereby already assigns to us all claims including security and ancillary claims which arise for him from or in connection with the resale of goods subject to retention of title against the end customer or against third parties. The orderer is not allowed to make agreements with its customers which rule out or impair our rights in any way or frustrate the advance assignment of the claim. In the event of the sale of goods subject to retention of title together with other things, the claim against the third-party customer shall be deemed assigned to us in the amount of the delivery price agreed on by us and the orderer, provided that the amounts attributable to the different goods cannot be determined from the invoice. In the event of the sale of co-ownership rights constituting retained ownership rights, the claim arising from the resale shall be deemed assigned to us in the amount of our co-ownership share.

8.6 If the orderer includes claims arising from the resale of goods subject to retention of title in a current account between the orderer and its customers, the orderer hereby already assigns to us a recognized or final balance in its favour in the amount representing the total amount of the claims arising from the resale of our goods subject to retention of title included in the current account.

8.7 The orderer must inform us without any delay of any action by third parties to seize our goods subject to retention of title or any claims assigned to us.

8.8 If the value of security for us on the basis of the above provisions exceeds the secured claims by more than 10%, we shall at the orderer's demand be obliged to release security to that extent at our choice.

9. Defects as to quality

9.1 The orderer's defect-based claims shall, unless otherwise agreed, be time-barred one year after the beginning of the statutory warranty period. If a defect is maliciously concealed, if a guarantee is given for the quality of the goods or the works, in the case of liability for damage arising from an injury of life, body or health, or in the case of liability for other damage arising from grossly negligent or intentional breach of duty by us, the statutory periods shall apply. The statutory periods shall also apply in the case of a defect of a building (sec. 438 (1) no. 2a BGB, sec. 634a (1) no. 2 BGB) or for goods delivered which are generally used for buildings and which caused its defectiveness (sec. 438 (1) no. 2b BGB), or for a work whose success is constituted by the rendering of planning or supervision work for a building (sec. 634a (1) no. 2 BGB). The statutory periods shall apply also to rights of recourse under consumer goods purchase agreements of the orderer or its customers.

9.2 The orderer or the recipient designated by it must examine the goods promptly after receipt. Apparent defects – also deviations from an agreed quality – must be notified to us in writing promptly after delivery of the goods, hidden defects promptly after their discovery, but no later than within the limitation period provided for in clause 9.1. If the orderer fails to notify defects in the due form and within the required periods, the goods shall be deemed accepted.

9.3 If a justified notice of defects is made, we will at our choice either remedy the defect or deliver defect-free replacement goods or, as the case may be, create a new work (subsequent performance). A reasonable period and opportunity must be granted for subsequent performance by us. If we let the period fixed for subsequent performance pass without remedying the defect, the orderer can, in accordance with the statutory provisions, demand a reduction of remuneration for the defective goods or the defective work (reduction) or cancel the contract concerned and demand damages, or demand compensation for useless expenses. However, liability for damages or for compensation for useless expenses shall be limited in accordance with clause 11 below. If a defect of the goods or the work is insignificant, the orderer shall have no right to cancel the contract.

9.4 The statutory rights of recourse under consumer goods purchase agreements of the orderer or its customers shall remain unaffected by clause 9.3 above. Damage claims of the orderer shall, however, be limited in accordance with clause 11 below.

9.5 Title to replaced parts shall pass over to us.

9.6 Claims based on contractual undertakings as to quality can be asserted by the orderer with respect to parts built in or replacement goods or works in the course of subsequent performance only until the expiration of the limitation period (clause 9.1) of the defective goods or, as the case may be, the defective work.

9.7 Public comments, appraisals or advertising shall not constitute the contractual quality of the goods or works.

10. Defects of Title

10.1 Unless otherwise agreed, we shall only be obliged to deliver our goods and make other deliveries or render services in the country of delivery free from third-party industrial property rights and copyrights („property rights“).

10.2 If a third party makes justified claims against the orderer because of the violation of property rights through goods delivered by us and used in accordance with the contract, we shall be liable within the periods set out in clause 9.1 as follows:

We will at our choice and at our cost either obtain a right of use for the goods concerned or change them in such a way that the property right is not infringed, or replace them. A reasonable period must be granted to us for this. If we let the period expire without removing the property right infringement, or if that is not possible on reasonable terms, the orderer can demand the reduction of remuneration for the defective goods or the defective work, or cancel the contract concerned and demand damages or compensation for useless expenses. The liability for damages or for compensation for useless expenses shall, however, be limited in accordance with clause 11 below.

10.3 The above obligations shall exist only if the orderer promptly informs us of the rights asserted by the third party, refrains from acknowledging an infringement, and reserves for us all defensive action and settlement negotiations.

10.4 The orderer's claims shall be excluded to the extent that the orderer is responsible for the property right infringement by negligent or intentional conduct or to the extent that the property right infringement was caused by the orderer's specifications, by use not foreseeable by us, or by the fact that the goods delivered are used after changes are made or together with products not delivered by us.

10.5 The statutory rights of recourse under consumer goods purchase agreements of the orderer or its customers shall remain unaffected. Damage claims of the orderer shall, however, be limited in accordance with clause 11 below.

10.6 If other defects of title exist, the provisions in clause 9 shall apply analogously.

10.7 Claims based on property right infringements or defects of title shall be time-barred within the periods set out in clause 9.1.

11. Liability

11.1 Subject to the provision in the following clause 11.2 our liability shall be limited as follows:

In the case of a violation of an essential contractual obligation based on simple negligence our liability shall be limited to the damage typically foreseeable at the time of the conclusion of the contract. In the case of a violation of a non-essential contractual obligation based on simple negligence, we shall not be liable.

11.2 The limitation of liability in accordance with clause 11.1 above shall not apply in the case of claims under the Product Liability Act, if a defect is maliciously concealed, if a guarantee is given for the quality of the goods or the work, or in case of damage arising from the injury of life, body and health. In these cases or in cases of other damage arising from intentional or grossly negligent breach of duty of us, we shall be liable in accordance with the statutory provisions.

11.3 Liability in the event of default in delivery is dealt with exclusively in clause 5.

11.4 Our legal representatives and vicarious agents shall personally be liable only for damage attributable to them arising from the injury of life, body and health or for other damage caused by them through gross negligence or willful intent. In all other cases their personal liability shall be excluded.

12. Limitation of other Claims

Other claims of the buyer than defect-based claims shall be time-barred in two years after the beginning of the statutory limitation period. In the event of damage arising from the injury of life, body or health or other damage arising from grossly negligent or intentional breach of duty and in any case of our liability under the Product Liability Act, the statutory limitation period shall apply.

13. Deliveries and Services through Third Parties

We can also have our deliveries made and services rendered through third parties without the orderer's rights against us being affected thereby.

14. Jurisdiction; Governing Law

14.1 If the orderer is businessman, a legal entity under public law, or a special funds under public law, the courts of Frankfurt am Main/Federal Republic of Germany shall have exclusive jurisdiction for all disputes arising from the contractual relationship. However, we also have the right to sue the orderer at its general place of jurisdiction.

14.2 All legal relations between the orderer and us shall be governed exclusively by the law of the Federal Republic of Germany, excluding the United Nations Convention on Agreements for the International Sale of Goods (CISG).

15. Severability

In the event of the invalidity of individual contract terms, the remaining provisions shall remain fully effective. The invalid provisions shall be replaced by a provision which to the extent legally possible most effectively serves the desired economic purpose and intent of the invalid clause.

St = 1 pc	gra = gram	m = metre	m 10 = 10 metre	mm = millimetre	ltr = litre
St 2 = 100 pc	kg = kilogram	m 2 = 100 metre	m 15 = 15 metre	cm = centimetre	rol = role
St 3 = 1000 pc	kg 2 = 100 kilogr.	m 3 = 1000 metre	m 1h = 100 metre	qm = squaremetre	
S 12 = 12 pc	kg 3 = 1000 kilogr.			cbm = cubicmetre	

Your account is administered at the above adress.