

TERMS & CONDITIONS OF SALE

1. Introduction:

1.1 The terms and conditions which follow (the "Terms of Sale") control your legal rights with respect to all products purchased through ASMETEC GmbH. All products are sold by ASMETEC GmbH, ("ASMETEC") to you (the "Customer"). You may have additional rights under the laws of your state. By accepting delivery of products purchased through ASMETEC, you agree to be bound by and accept these Terms of Sale. ASMETEC reserves the right to alter these Terms of Sale at any time, without prior notice to Customers.

1.2 These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document. Any attempt to alter, supplement or amend this document or to enter an order for products which is made subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both the Customer and an authorized representative of ASMETEC.

1.3 These Terms & Conditions of sale are valid for all customers residing outside the borders of Germany.

2. Quotations

2.1 All our quotations are made without any legal obligation.

2.2 Unless confirmed in writing any verbal accords are null and void.

2.3 The characteristics of our samples cannot be regarded as guaranteed characteristics. Photographs are for illustrative purposes only and may not exactly match the product itself.

2.4 Orders are valid only if confirmed by us in writing or if executed by us by delivery of goods.

3.. Delivery of goods

3.1 Delivery dates stated in our quotations or given to the customer by any other means are approximate, and we endeavour to keep to them. Time for transport of goods shall not be of the essence of the contract

3.2 Delays in delivery shall give no right to claims, unless we have explicitly confirmed such delivery dates and an adequate period of grace granted to us has expired.

3.3 Unless otherwise agreed, delivery of the goods shall take place at the address specified in the Customer's Purchase Order. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

3.4 If ASMETEC is unable to deliver the goods for reasons beyond our control, then we shall be entitled to place the goods in storage until such times as delivery may be effected and the Customer

shall be liable for any expense associated with such storage.

3.5 The Goods will be shipped Ex-works our warehouses unless otherwise agreed and as such the customer covers any risk whilst goods are in transit.

3.6 Risk shall pass on despatch of the Goods to the Customer.

4. Prices

4.1 Prices shall be valid only when confirmed by us in writing.

4.2 The price is exclusive of VAT or any analogous sales tax, customs, carriage, freight, postage or insurance costs.

4.3 If delivery is made more than 3 months after the date of order, we shall be entitled to invoice the price valid at the date of despatch, even though different prices were initially confirmed.

4.4 When an order on call is placed, partial deliveries shall be invoiced at the price valid at the date of despatch.

4.5 Any request by the customer for subsequent modifications shall give us the right to amend prices.

5. Payment

5.1 All payments shall be made in EURO to our bank account.

5.2 Payment of the Price and VAT and any other applicable costs shall be due within 30 days of the date of receipt of the invoice supplied by ASMETEC.

4.5 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2.00% per annum above the base rate of the Deutsche Bundesbank from time to time in force.

6. Reservation of proprietary rights

6.1 All goods supplied shall remain our property until all of our claims resulting from the contract have been paid in full. The Customer is entitled to dispose of the purchased goods in the ordinary course of business transactions. Reservation of proprietary rights also applies to products resulting from processing, mixing up or combining our goods with goods of third parties, in which case we are considered as manufacturers. In the case where our goods are processed, mixed up or combined with goods of third parties, and the proprietary rights of such third parties remain in force, we are entitled to co-ownership according to the proportion of the amount invoiced for such processed goods. Such right to co-ownership shall be safeguarded by the Customer.

6.2 The Customer shall transfer to us, as a security, his claims against third parties resulting from the resale of our goods in full or in the proportion of our co-ownership (see subparagraph 6.1). He is entitled to collect the amount of such claims on our behalf until revoked or until cessation of his payments made to us. The Customer is not entitled to assign these claims to third parties.

6.3 The Customer is not entitled to mortgage or transfer the goods which are subject to reservation by way of security.

6.4 The Customer shall advise us immediately at any seizure of our goods or of any infringement of our rights by third parties.

6.5 In case of a default in payment or a deterioration in the financial situation, we are entitled to request immediate handing over of the goods which are subject to reservation. Any time limited claims shall immediately become due.

6.6 If the value of the securities exceeds our claims by more than 20%, securities to a corresponding amount will be released by us on request at our discretion.

7. Quantities

We are entitled to supply quantities which are above or below the ordered quantities by up to 15%. Such deviations are usual in this trade and the deliveries are deemed as being in compliance with the contract. If delivery quantities fall below the ordered quantities there shall be no right to subsequent delivery of the missing quantity.

8. Warranty

8.1 The Customer shall check our goods upon receipt and inform us immediately in writing of visible defects. Complaints made at a later date will not be accepted by us. The Customer shall allow us the opportunity to convince ourselves that the claim is justified. If a claim is not justified, the Customer shall reimburse us for any expenses incurred.

8.2 All goods must be stored at conditions suitable to the product itself. Please refer to our data sheets for individual storage conditions. Warranty expires immediately if storage conditions do not meet the requirements of goods.

8.3 If a claim is justified, we may at our discretion repair the damage, supply a replacement or render service free of charge for any parts which show a material defect within the period of limitation, if the cause of this defect already existed at the time of transfer of risk.

8.4 Claims for material defects will come under the statute of limitation 6 months after delivery. Any further claims for damages put forward by the Customer shall be excluded

8.5 Where the Goods have been manufactured and supplied to ASMETEC by a third party, any warranty granted to ASMETEC in respect of the Goods shall be passed on to the Customer.

8.6 In no event shall ASMETEC be liable to Customer for incidental or consequential damages, for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods.

9. Limitation of Liability

9.1 Subject to Clauses 9.2, in the event of any breach of these Terms and Conditions by ASMETEC the remedies of the Customer shall be limited to damages which shall in no circumstances exceed the Price of the Goods.

9.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of ASMETEC for death or personal injury as a result of ASMETEC's negligence or that of its employees or agents

10. Withdrawal

When delivery in accordance with the contract is not possible for reasons beyond our control, we are entitled to withdraw from the contract. Such withdrawal shall not entitle the Customer to assert any right against us.

11. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply.

12. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated

13. Place of performance and jurisdiction

13.1 The exclusive place of performance for both parties shall be 67292 Kirchheimbolanden, Germany.

13.2 The exclusive place of jurisdiction for both parties shall be 67655 Kaiserslautern, Germany.

14 Applicable law

Any contract shall be governed by the law of the Federal Republic of Germany.