

Conditions of Sales and Delivery

§ 1 Validity of the Conditions

"Seller" means Karl Jautz GmbH & Co. KG. "Purchaser" means the immediate Purchaser of any goods under a contract of sale with Seller. "Contract price" means the agreed price (stated in a contract of sale to which these conditions apply) at the time such contract comes into effect. Unless otherwise agreed Seller's price ruling at date of dispatch of goods from Seller's premises shall be agreed price. "Goods" means goods sold under a contract of sale to which these conditions apply.

These conditions govern all sales and negotiations for sales of goods by Seller as described above and unless expressly accepted by Seller in writing no condition or qualification inconsistent herewith whether agreed to by the Seller's agents or not shall form any term of sale hereunder.

All amendments to Purchasers' orders require Seller's acceptance in writing and will be executed only upon these terms and conditions (unless otherwise agreed by Seller in writing).

§ 2 Offers, Contract-terminations

All quotations are without engagements and may be withdrawn at any time. All orders require Seller's written acceptance in writing. Drawings, illustrations, measurements and weights and other amendments need Seller's acceptance in writing.

§ 3 Prices

The Seller is bound to contract prices only 30 days after offer. Contract prices are strictly net unless otherwise stated.

If delivery prevail more than 90 days the Seller has the right to amend prices. Will those prices more than 15% above the former offer the Purchaser has the right to withdraw the order within 10 days. This has to be made in writing.

Without prejudice to any right of Seller or remedies available to Seller, Seller may at it's own discretion by written notice to Purchaser terminate the contract or cease to observe or perform any terms or conditions on it's part to be observed or performed and/or stop any goods in transit in the

event that Purchaser becomes insolvent, or compounds with it's creditors (or being an individual, files a petition in bankruptcy or is adjudged bankrupt) or commences to be wound up or has a receiver appointed of the whole or part of it's assets or has any distress or execution levied against it or gives rise to any apprehension that any terms of credit (other than such as may be incorporated into the contract) may need to be extended by Seller or fail to pay any sum due to Seller.

§ 4 Mailing, Packaging

All prices are prices from Plochingen.

Packaging is not included in the contract price.

Risks in goods shall (unless otherwise agreed) pass to Purchaser on despatch from Seller's work.

Unless otherwise agreed by Sellers, goods shall on despatch from Seller's works be at Purchaser's risks and Seller will not entertain any claim for damage, shortage or loss incurring in transit but will on behalf of Purchaser forward any such claim to carrier if such a claim is notified in writing to Seller in time to enable Seller to comply with any time limit to which the contract of carriage may be subject.

§ 5 Delivery Dates

Delivery Dates are approximate only and are without engagement by Seller.

If by any reason of Act of God, war, government control, storm, fire, tempest, strike, lockout or any other cause beyond it's reasonable control Seller is prevented from performing any obligation under the contract.

Seller shall be entitled to suspend deliveries and, at it's option, should such suspension continue (for more than a period of 3 months) Purchaser is then entitled by written notice to cancel the unfulfilled part of the contract.

At any delay of delivery, Purchaser has the duty to extend delivery time up to 3 weeks. Unless goods have been already manufactured or ready for delivery Purchaser reserves the right to withdraw from the contract. In the event of any failure by Purchaser to perform it's obligation under the

contract Seller shall be entitled without prejudice to any remedy of seller or to the obligation of Purchaser to pay for goods already delivered or manufactured. Seller is entitled of part deliveries.

Each delivery shall constitute a separate contract upon these conditions and a failure to make any deliveries or to make any delivery on the due date shall not vitiate the contract.

§ 6 Amounts of Delivery and Amendments

The amount of goods delivered may defer from the order up to 15%. Amendments due to production in measurement, weight, color and material is allowed within tolerances of the trade.

The Seller has the right to make technical changes or sensible economic amendments to construction even after contracts have been accepted.

No warranty is be given to samples, drawings and specifications submitted by the Purchaser if they get lost, damaged or broken.

§ 7 Costs for Tools and Moulds

Costs for tools and moulds which arise from construction and manufacturing special goods which are made exclusively for a special Purchaser have to be paid by the Purchaser.

This tools and moulds are property of the Seller after changes have been made. If tools and moulds, given from Purchaser to Seller will be amended or changed to make constructional improvements the tools and moulds will become property of the Seller.

§ 8 Warranty

Seller has to be notified of any defect in writing within 10 days after receiving the goods. Seller warrants goods only to the direct Purchaser.

§ 9 Reservation of Property

Property in goods shall not pass to Purchaser until the contract price and tax levied on sale of goods by Seller to Purchaser has been paid in full. The

Purchaser has the right to change the purchased goods to it's need. If this happens the Seller as the original designer of the purchased goods becomes the co-owner, regulated by German law BGB § 950.

Resale of those goods or of insurance reasons or of illegitimate handling of the goods by Purchaser entitles Seller to any claim such as credits and open balances on current accounts of the Purchaser. Seller entitles the Purchaser herewith to credit those goods to third parties.

In the event of having any distress or execution levied against the goods or for other law reasons (insurance, illegitimate performance) arising costs need the permission of Seller.

In the event that Purchaser has not made full payment for goods by the due date Seller shall be entitled at any time after the due date, to enter Purchaser's premises and to do all things needed to repossess goods not paid for and to remove them from Purchaser's premises.

§ 10 Payment

Unless otherwise agreed by Seller, invoice is due after 30 days of date of invoice without any discount.

Payment received by Seller within 11 days after date of invoice the Purchaser shall be entitled to deduct a discount of 2% of the due sum. If Purchaser fails to pay the due sum Seller reserves the right to invoice 6% interest above the current basic interest rate of the EU.

In the event of overdue amounts not being paid by Purchaser, Seller reserves the right to receive a sum up to 50% above the amount of the overdue invoice. It is up to the Purchaser to bring evidence of minor damage.

Balance with other debts, hold backs of goods or diminishing are only allowed as far as credits of Purchaser is proven right.

§ 11 Liability

Purchaser shall indemnify Seller and keep Seller indemnified against all damages, penalties, costs, claims unless Seller has done damage deliberately or without caution.

§ 12 Jurisdiction, Legal Domicile

The law of Germany governs the formation, performance and interpretation of all contracts to which these conditions apply.

The place of justification for both parties will be Plochingen.

Should any one part of this conditions become invalid, all other conditions will stay in place.