

General conditions of sale, delivery and installation of the company Sonplas GmbH, Straubing (in the following referred to as "Sonplas")

particular with respect to the defect itself, the time of identification of the defect and for timeliness of the notice of defect.

I. General Part

1. Scope of application

1.1 The conditions of sale, delivery and installation at hand shall apply for all present and future business relations. They shall also apply if Sonplas does not explicitly point out again the conditions of sale, delivery and installation to any customer in case of subsequent businesses. In no case will any general business conditions of the customer become part of the contract. This shall apply even in case of knowing them, or if Sonplas does not expressly disagree, unless their validity is expressly agreed to in writing.

1.2 The conditions of sale, delivery and installation shall apply for companies and public bodies and for special assets under public law.

2. Offer and Conclusion of Contract

2.1 Sonplas shall be bound by the offer for a maximum of 3 months from the date of submission of the offer. Any technical changes shall remain unaffected to a reasonable extent, i.e. provided that the contractually agreed functions of the system are not restricted. Any illustrations, drawings, dimensions, weights and other performance data are only binding if this has expressly been agreed in writing.

2.2 Sonplas reserves the property and copy rights for any offers, concepts, drafts, drawings and other documents. These documents must not be disclosed to any third party without express written consent. The aforementioned documents are to be returned without any delay to Sonplas on request, or if the order has not been placed.

2.3 The contract shall be concluded by written confirmation of order by Sonplas, or in case of no confirmation by execution of the order, respectively.

2.4 Any amendments, supplements or additional agreements require the written form to be valid. Sonplas employees are not authorized to make additional agreements or give warranties, which exceed the contents of the written agreement. Any orders placed with Sonplas technicians shall be confirmed by the contractor's signature.

3. Prices and Payment

3.1 In default of special agreements, prices shall apply ex yard from Sonplas in Euros, plus turnover tax to the respectively applicable amount.

3.2 In default of special agreements, invoices are due on receipt and payable without any deductions.

3.3 The customer only has the right to offset any invoices, if his counterclaims have been legally ascertained or have been admitted by Sonplas. The customer may only exercise a right of retention, if his counterclaim is based on the same contractual relationship.

3.4 Any claims by Sonplas for purchase price or work remuneration shall expire in five years time.

4. Customer's Right for Compensation

4.1 Unless agreed otherwise, Sonplas shall guarantee for a period of 12 months from delivery of the goods, or receipt of work performance, respectively, that the delivered products and rendered services are free from defects.

4.2 Only the product description supplied by Sonplas shall be deemed valid for the condition of the goods. Any additional statements, recommendations and advertising do not represent any contractual condition of goods. The customer does not receive any guarantees in the legal sense.

4.3 Initially, Sonplas shall guarantee for any defects at the customer's choice either by rectification of defects or by replacement delivery (subsequent performance), or re-production, respectively. If subsequent performance should fail or if Sonplas seriously and definitely refuses fulfilment, or if rectification of a defect and subsequent performance should fail because of unreasonably high costs, the customer may either claim reduction of remuneration (abatement) or cancellation of the contract (withdrawal), or damages within the framework of liability limitations (§ 5). If, however, a marginal breach of contract is concerned, especially only a marginal defect, the customer has no right of withdrawal.

4.4 Any obvious defects of the goods are to be indicated in writing without any delay, within a period of one week after receipt at the latest. If this indication is not submitted, any assertion of warranty claims are excluded. In order to meet the deadline, timely dispatch is sufficient. The customer must supply complete evidence regarding all eligibility requirements, in

4.5 In case that the customer chooses to withdraw from the contract because of a defect after failed subsequent performance, he shall not be entitled to any additional claims for damages for this defect. If the customer chooses compensation after failed subsequent performance, the delivered goods shall remain with the customer, provided that this is acceptable for the customer. In this case, compensation shall be limited to the difference between the agreed price and the value of the faulty item. The aforementioned restrictions shall not apply, if the breach of contract is based on intent or gross negligence by Sonplas, or if any bodily injuries or damages to health, or deaths have occurred, respectively.

4.6 Any liability for normal wear or for damages due to unsuitable or improper use, use of unsuitable equipment, use of an unsuitable installation base, chemical or electric influences, atmospheric or other natural influences, shall be excluded. If operating or maintenance instructions provided by Sonplas are not adhered to, or if any changes are made to the products, including the software, or if any parts are exchanged or consumables are used, which do not correspond to the original specifications, any warranty shall be excluded, unless the customer disproves any substantiated statement, that the defect has only occurred as a result of these circumstances. The same shall apply for the case that written advice provided by Sonplas has been disregarded.

4.7 Subject to another agreement, any used items are sold excluding all warranties for defects.

4.8 In case that the customer receives a faulty operating manual, Sonplas is only obligated to supply an operating manual which is free of defects.

5. Liability

5.1 Claims for damages and reimbursement for expenses of the customer, regardless of the legal ground, shall be excluded.

5.2 This exclusion of liability shall not apply in case of losses as a result of intent or gross negligence, in case of slightly negligent breach of essential contractual obligations, also by legal representatives or assistants of Sonplas, in case of injury to the life, to body or health, or in case of claims according to the Product Liability Act.

5.3 In this respect, Sonplas is only liable for the direct average loss typical for the contract and predictable according to the type of product; in any case, liability shall be limited to a maximum amount of 500,000.-- EUR for personal injury and material damage, or 25,000.-- EUR for financial losses and other losses, which could not be expected to occur at the time of conclusion of the contract, respectively.

5.4 Any claims of the contractor for compensation for any indirect losses (e.g. loss of production or lost earnings) are excluded, with the exception of liability for intent and gross negligence.

5.5 Sonplas shall not be liable for works of their technicians on machines and devices, which are not connected to the installation or repair, or which have been carried out without any knowledge on the part of Sonplas and without its approval, unless the loss has been caused by intent or gross negligence.

5.6 Any damages claims of the customer shall expire one year after delivery of the goods, or acceptance of work performance, respectively. This shall not apply in cases mentioned under no. 5.2

6. Retention of Title

6.1 All delivered goods, special facilities and spare parts shall remain property of Sonplas (reserved property) until complete settlement of all accounts receivable by Sonplas from the business relations with the customer, including all outstanding balance claims from current accounts. As far as the value of all security interests, which Sonplas is entitled to according to this clause, exceeds the amount of all secured claims by more than 20%, Sonplas will release at the customer's request a corresponding part of the security interests.

6.2 The customer is entitled to process and sell the items, which are subject to retention of title, in the framework of regular business operation, provided that he is not in default. Any claim resulting from a resale or any other legal ground (insurance, tort) in terms of the reserved property, shall be assigned in its entirety already now by the customer to Sonplas by way of security. Sonplas shall accept this assignment. Sonplas shall authorize the customer to collect the assigned claim for their account on their own behalf. The collection authorization may only be revoked if the customer does not meet his obligations to pay.

6.3 Any pledging or chattel mortgage of the reserved property is not allowed. In case of access of any third party to the reserved property, the customer shall point out the property of Sonplas and shall notify Sonplas without any delay. In addition, in case of access of any third party to the reserved property, the customer shall pay all costs required for annulment of the access, especially by third party proceedings, and for recovery of the item.

6.4 In case of the customer acting contrary to contract, especially in case of default, Sonplas shall be authorized to withdraw the reserved property. The customer shall be obligated to deliver the reserved property. For collection of goods, Sonplas shall be entitled to access any operating site or other premises of the customer, where the reserved property is stored.

6.5 During the term of the retention of title, the following shall apply: the customer may use the goods, but must not cede them to any third party, sell or encumber them. Any relocation requires Sonplas' approval. All required repair or maintenance works must be carried out professionally by the customer at his own expense (with the exception of works for rectification of faults). The goods are to be insured against destruction, damage and deterioration in favour of Sonplas. On demand, the customer must prove insurance, as well as regular payment of the insurance premiums. Sonplas shall be entitled to inspect the reserved property at any time after announcement, and to access the customer's premises for this purpose.

6.6 The treatment or processing of the reserved property shall always be carried out on behalf and by order of Sonplas. If it is processed or mixed with any items not belonging to Sonplas, Sonplas will acquire joint ownership for the new item, proportional to the value of the items supplied by Sonplas to the other processed items.

7. Acceptance

7.1 The customer shall be obligated to accept the subject of the contract. It may be accepted if Sonplas produces the subject of the contract essentially complete and free of defects. Any marginal defects or marginal remaining works do not constitute an obstacle for acceptance.

7.2 Acceptance must be effected within 14 days after receipt of the written notification of completion by Sonplas. If formal acceptance cannot be effected within the aforementioned period due to reasons, which Sonplas is not responsible for, the subject of the contract shall deemed to be accepted if the prerequisites of no. 7.1 are met.

7.3 If Sonplas meets the prerequisites of no. 7.1 and has instructed the customer or his staff, respectively, according to contract, the subject of the contract shall be deemed accepted even if Sonplas has not formally invited the customer for acceptance. Acceptance according to this paragraph shall be accomplished, if after presentation of the prerequisites according to page 1 the subject of the contract has functioned without any defects for a period of 14 days.

8. Guarantee

Insofar as guarantees are provided by manufacturers of individual components of the subject of the contract, these guarantees shall only be valid for the relationship between customer and manufacturer. Sonplas does not give any guarantees in any case. Any other provision shall only apply if Sonplas itself has given a written guarantee to the customer.

9. General

9.1 The laws of the Federal Republic of Germany shall apply exclusively. The applicability of the United Nations Convention on Contracts for the international sale of goods shall be expressively excluded, even in case that any application thereof is intended in the customer's business conditions.

9.2. Sole place of jurisdiction for any disputes arising from or in connection with this contract shall be the place of registered office of Sonplas. Sonplas shall, however, also be authorized to sue the customer at his general place of jurisdiction.

9.3 Place of performance for any obligations from the business relation shall be Straubing.

9.4 In compliance with the Data Protection Act, Sonplas shall be authorized to store and process any personal or economic data of the customer, regardless of whether they are derived from the customer or any third party.

II. Additional Provisions for the Sale and Delivery of Movable Objects

10. Packaging and Dispatch

10.1 Unless agreed otherwise, any costs for packaging, dispatch, payment transactions and customs duties are separately charged to the customer.

Sonplas may chose to either charge a lump sum (5% of the invoice amount) or the actual costs. The customer is entitled to prove lower costs to Sonplas.

10.2 Type of packaging and dispatch are selected by Sonplas according to Sonplas' best judgement.

10.3 Unless agreed otherwise, the goods will only be insured against damage in transit on the customer's particular demand. The costs for this insurance shall be borne by the customer.

10.4 If dispatch or acceptance, respectively, is refused due to reasons to be answered for by the customer, the customer shall bear any expenses arising from this delay. After fruitless expiry of a reasonable period of time, Sonplas is also authorized to otherwise dispose of the item of delivery.

10.5 Any obvious damages in transit are to be properly recorded on receipt of delivery, in particular damages to the packaging are to be recorded and photographs are to be taken. Any obvious damages in transit are already to be notified to the driver of the forwarding agent on delivery. This notification is to be confirmed by the driver in writing. In addition, any obvious damages in transit are to be notified in writing to Sonplas within 48 hours after receipt at the latest. If the customer does not meet his obligation for notification within this period of time, Sonplas shall be entitled to request the customer to pay damages to the amount resulting to Sonplas, because due to the belated notification by the customer, it will fail with any claims towards the persons charged with transport due to lack of knowledge about their obligation for notification of damages in transport.

11. Passing of Risk, Acceptance

11.1 The risk will pass to the customer as soon as the goods have been handed over to the person charged with transport, or have left our stock for dispatch.

11.2 If the goods are ready for dispatch and dispatch is delayed on the customer's request or for any other reasons to be answered for by the customer, the risk will pass to the customer with notification of readiness for dispatch.

11.3 If the customer does not accept the goods after notification of readiness for dispatch, or if the customer is in default with the fulfilment of other essential contractual obligations, Sonplas may withdraw from the contract after reasonable fixing of a time limit, and may claim damages instead of performance. Insofar, Sonplas may claim the actual loss or a lump sum to the amount of 15% of the net invoice amount, unless the customer proves a lower actual loss.

12. Delivery Times

12.1 Delivery time is stipulated in the contract. Any definite delivery times or periods require written confirmation by Sonplas to be valid. Meeting the delivery times requires that the customer meets his obligations and duties according to agreement. If this is not the case, delivery time will be reasonably extended, unless Sonplas is responsible for the delay.

12.2 Meeting the delivery time is subject to correct and timely delivery for Sonplas. This shall only apply in case that non-delivery is not to be answered for by Sonplas, in particular in case of conclusion of a congruent hedging transaction with their suppliers. Sonplas shall immediately notify the customer on any unavailability. Any return service already rendered shall be reimbursed.

12.3 Delivery times and periods will be deferred or extended to a reasonable extent, if Sonplas is not able to perform in time, due to force majeure, strikes or other circumstances beyond Sonplas' control. This shall also apply if any corresponding circumstances occur at our suppliers. On no legal ground shall Sonplas be liable for any losses resulting thereof. If any obstruction lasts for more than 3 months, the customer shall be entitled after reasonable granting of a grace period to withdraw from the contract in terms of the part not yet performed. The customer shall not be entitled to any claim for damages.

12.4 In terms of delay by Sonplas, the legal provisions shall apply. If Sonplas is obligated to pay compensation, no. 5 shall apply.

12.5 Sonplas shall be entitled to effect part deliveries and partial service at any time, unless partial performance is not interesting for the customer.

12.6 Any supplied items are to be accepted by the customer, even if they have marginal defects. Acceptance shall be concluded with the customer's signature on the acceptance certificate.

13. Installation, Assembly, Maintenance

13.1 To the extent that, according to the contract, the delivery item is to be installed or assembled by Sonplas staff, the customer shall prepare the site for assembly at his own expense and pursuant to the contractual agreement, and make sure that any required connections and technical facilities are present. It is exclusively the customer who is responsible for statics and building equipment and the load capacity of the installation site of the system. Before starting any assembly works, the customer shall prove Sonplas evidence of all required information on the location and existence of supply connections (such as electric current, water, compressed air, etc.) for the system. This shall apply in particular for any subsurface facilities. Sonplas does not assume any liability for damages resulting from the customer's non-compliance with the aforementioned obligations.

13.2. The installation site must be freely accessible for the system, in particular both the installation site and the building floor must be accessible by the required transport machines and capable of bearing their load. Any entrance doors and the building height must be sufficiently dimensioned both for the system and for the required transport machines.

13.3 Proper execution of the commissioned works must be confirmed to Sonplas by the customer on the field service report. The customer shall receive one copy for his records.

14. Software

14.1 In case of delivery of software, the object of agreement shall be the programme, including any description and data carriers. Presentation in offers and brochures serves only for description of services. The customer will not receive any guarantee in the legal sense.

14.2 For any software produced by Sonplas, the following shall apply: With its delivery, the customer acquires the right to use the supplied software on the system provided by Sonplas. The supplied software components are property of Sonplas, who reserves the right to retain source codes and development details. If the right of use for the software according to the contract is only temporary, it shall end on expiry of the agreed usage time. Any use beyond the reference period is forbidden. The licence must not be transferred.

14.3 For any software not produced by Sonplas, the following shall apply: The manufacturer of the software supplied by Sonplas is holder or authorized for disposal of any trademark rights and technologies existing for the respective programme. The customer is granted the license by the manufacturer for use of the relevant programme for own purposes in their own company, exclusively on one system supplied by Sonplas. The license may only be transferred after written consent of the manufacturer of the supplied software.

14.4 In general, the following shall apply: The trademark rights information on the programme carrier or the packaging, even those of any third party, is to be observed. This shall also apply for any amendments or updates of the supplied software. The granting of licence is precedent by the complete payment of the agreed remuneration. The right of use does not include the right to use any trademark of the programme. The customer is not allowed to grant sub-licences.

The customer shall be authorized to make copies of the licence programme, provided that these copies are required for use on a workstation according to contract, or for backup purposes. All copies must bear the copyright identification similarly to the original copies supplied by Sonplas. In case of a rescission of the contract, the object of contract and all copies are to be returned to Sonplas or to be deleted, respectively. The customer is obligated to confirm in writing that he has met this obligation.

14.5 Maintenance of the software requires a separate agreement. Any new versions of the programme are to be remunerated separately by the customer.

14.6 The customer shall be obligated to use any supplied programmes, including any supplements, only in accordance with the contractual purpose, and not to disclose them to any third party, neither directly nor indirectly. The same shall apply for any technologies made accessible to the customer. This confidentiality obligation shall continue to exist after termination of the contract. It shall not apply for any information, which is publicly known or which was made available to the customer from other sources.

14.7 The customer is obligated to immediately check the software made available to him after installation, in particular by test runs.

14.8 The customer is aware that software can usually not be supplied completely free of defects with regard to its varied applications and its complexity. Sonplas does not make any compatibility promises. For any defects of the supplied software, the provisions for liability for defects of no. 4 shall apply. However, liability for defects for Sonplas software shall be excluded if the customer or any third party not authorized by Sonplas make amendments, in particular carry out own programming works.

14.10 Always the latest developed and provided version of the programme shall be subject to liability for defects. In case of a defect, the customer shall be obligated to cooperate with Sonplas, and in particular to provide all documents and information necessary for rectification of the fault.

14.11 Any liability for losses shall be excluded if the customer could have prevented their occurrence by reasonable programme and data backups.

III. Additional Provisions for Assembly Works

15. Assembly Rates

15.1. For services of our technicians, Sonplas will charge, unless otherwise agreed, the respectively current hourly rates, plus any surcharges, if applicable. For any works on Sundays and bank holidays, the usual surcharges according to tariff shall apply.

15.2 Any overnight costs, daily allowances, travel expenses as well as any surcharges for working out are charged separately.

15.3 The stipulated prices are calculated without legal VAT to the respectively applicable amount.

16. Scope of Services

16.1 Decisive for the scope of services shall be the placed order.

16.2 All parts that are additionally required for assembly, which are not expressly listed and which are required for commissioning by exceptional, non-predictable local circumstances, or because of a special request of the customer or because of requirements of the local supervisory authority, respectively, will be charged separately according to verification.

16.3 Any interruption of assembly because of lacking connections, construction works, power blackouts, etc., which we are not responsible for, are at the customer's expense, unless the customer is not responsible for them.

16.4 Any additional work, which is not included in the contractually stipulated scope of delivery, will be charged on a time and material basis. This is to be separately agreed between Sonplas and the customer. Any holding times during the presence of Sonplas or other technicians for commissioning of the machine are at the customer's expense, unless the holding times are caused by any circumstance, which the customer is not responsible for.

16.5 Any agreed assembly lump sums do not include any work on Sundays and bank holidays. Assembly lump sums shall only apply if all on-site preparation measures have been terminated.

16.6 Any expenses for assistants of the technician during the period of execution of the commissioned work shall be borne by the customer, to the necessary extent.

Straubing, November 2005