

Conditions of sale and delivery of Brandenburger Isoliertechnik GmbH & Co. Landau

1.

Our offers are not-binding and without obligation. A contract only results through our written confirmation of an order. All agreements and offers are subject to our terms and conditions, they are deemed accepted upon order placement or acceptance of delivery.

Contrary terms or conditions of contract partners do not apply, even when not expressly rejected.

2.

We retain the title and copyright for images, illustrations, sketches and other documents that are part of the offer or contract documentation. No third parties may be granted access to these documents without our permission and have to be returned to us upon request. When supplying moldings, we charge the proportionate tool costs. Under no circumstances does the receiver have a right on the tools, even when the receiver pays the proportionate tool costs. The molds remain the property of the supplier.

The dimensions, weights, illustrations and descriptions contained in our printed materials, prospectus and catalogs are approximate, deviations are possible provided that the documentation has not been expressly labeled as contractually binding.

3.

Supplements and modifications to the contract require written confirmation from the supplier. Oral subsidiary agreements have not been made.

The recipient is liable for the correctness of the data that he has to supply, especially samples, prototypes, illustrations and suchlike. All agreements regarding dimensions, measures, and other details on the object to be delivered expressly require written confirmation.

4.

For the scope of delivery, the following documents are decisive, in the order given: the matching, written declarations of the contract partners, our written order confirmation, our written offer.

5.

The agreed delivery period is approximate. The delivery period is the time between sending the order confirmation and dispatching the goods from our factory.

The delivery period only commences when the recipient has performed all acts to which he is obligated. Unforeseeable circumstances affecting performance - especially breakdowns, scarcity of raw materials, strikes, mobilization, war or force majeure release us from meeting the agreed delivery deadline, the delivery period is extended after omission of the achievement obstacle by the agreed delivery time. In these cases, partial deliveries can be performed; the cost for this is carried by the recipient.

In other case of failure to meet the deadline, the following applies:

- a) In the case of contracts with traders and public customers, the supplier is only liable for willful or grossly negligent behavior on the side of his legal representative or executive staff.
- b) In the case of contracts with contract partners not listed under a), the supplier is liable if the delay was caused by willful or grossly negligent behavior of his legal representative or auxiliary persons.

c) Point no. 8 is applicable with reference to the scope of liability

In all other cases of delayed delivery - including delivery after a respite determined by the orderer - claims for compensation are excluded. After an appropriate, legitimate respite, the orderer has the right to withdraw from the contract or to terminate the contract.

6.

The dispatch is ex works, at recipient's risk and expense, excluding non-returnable packaging that is charged at cost price.

It is up to the buyer to take out transport insurance.

7.

Due to deviations in material strength, we reserve the right to a tolerance of approx. +/- 10 % in the rated strengths of our heat protection shields.

8.

We are liable for defects and lack of warranted characteristics as follows:

a) Delivered objects that are considerably impaired in their use due to circumstances that arose prior to the transfer of risk are either remedied by additional delivery or replaced, at equitable discretion of the supplier. Notice of these defects has to be given immediately. With conclusion of the contract the recipient grants the supplier the right - in case of justified notice of defects - to mend or to deliver subsequently twice. The recipient has to grant us appropriate opportunity to supply a remedy or a replacement.

The rejected goods have to be returned to us. If a remedy or replacement is not possible, or if we do not provide this within an appropriate respite at recipient's request, the recipient may reduce the payment or choose to have the contract annulled.

b) The recipient is obliged to adhere to the contract conditions, even in the case of a notice of defects.

If this event occurs in non-commercial business relations, payment in an appropriate scope may be withheld.

In all other cases, withholding or offsetting payment is only admissible if the claim is undisputed or has become res judicata.

c) Modifications to the article of sale, made by the recipient or a third party, exclude our liability.

d) Except for cases where liability for willful action or gross negligence, as well as failure to conform to express warranties, is mandatory by law, other claims of the orderer against the supplier and his auxiliary persons are excluded; this especially applies to claims for damages that did not occur on the object of sale itself, be it impossibility of performance, default, positive breach of contract, unconscionability at the time of contract conclusion, and tort. The exclusion also encompasses direct claims against the employees of the supplier.

9.

The prices are in Euro ex works, excluding packaging.

The prices agreed upon are based on currently valid initial costs. Should the labor and material costs change, the supplier has the right to adapt the prices accordingly - except if a planned delivery period of more than four months has been specified.

If nothing else has been agreed upon, payments are to be made cash to our pay office, without cost to the payment recipient, at the latest 30 days after invoice date. International deliveries are only made against an established letter of credit, or cash against documents.

10.

It is not admissible to withhold payment or offset payment against counterclaims of the orderer, except if the contrary has been determined by law.

11.

Delivered goods remain the property of the supplier until all claims deriving from the business relationship between the supplier and the orderer have been paid in full. Payment is defined as arrival of the counter-value at the supplier. Goods subject to retention of title (reserved goods) may be resold by the orderer in the normal course of business. It is not allowed to pledge these goods or to transfer ownership by way of security.

The orderer hereby already assigns to the supplier all claims against third parties obtained from the resale of reserved goods.

The orderer shall promptly inform the supplier of claims made by third parties with regard to the reserved goods, especially seizures and attachments of goods.

In the event of the orderer violating this contract, in particular in the event of delayed payment, the supplier is entitled to take back the goods and the orderer is obliged to hand them out.

The buyer does not require title to the reserved goods in accordance with § 950 BGB (German

Civil Code) in cases where the reserved goods are processed to a new object. Any such processing is done by the buyer for the supplier. The processed goods serve as security for the seller of the reserved goods only up to the value of the reserved goods. Should the reserved goods be processed with other goods which do not belong to the supplier, the supplier shall acquire co-ownership of the new object to the value of the reserved goods in proportion to the value of the other goods used, on the date of processing. In all other respects the terms and conditions regarding reserved goods also apply to the new object that was created by processing the reserved goods. They are considered reserved goods for the purpose of these conditions. The buyer hereby already assigns to the supplier all claims resulting from the resale of reserved goods, irrespective of whether the reserved goods are sold without or after processing and whether they are sold to one or several recipients. The assigned claim serves as security for the seller of the reserved goods only up to the value of respectively sold goods. In the event that the buyer sells the reserved goods together with other goods that do not belong to the supplier - be it without or after processing - the assignment of the purchase price claim is only valid to the value of the reserved goods that are the subject of the relevant purchase contract or that are part of the object of purchase.

The buyer is only entitled and authorized to resell the reserved goods under the provision that the claim on the purchase price resulting from the resale is assigned to the supplier. The buyer is not entitled to dispose of the reserved goods in other ways. Resale may only take place within the scope of proper business. In spite of the assignment of the claim, the buyer is authorized to collect claims resulting from the resale, unless this right is revoked. The supplier will not collect claims as long as the buyer meets his obligations resulting from the delivery contract.

On demand of the supplier the buyer has to provide the names of the debtors of the assigned claims.

The retention of title in accordance with the conditions set out above also remains in place if individual claims of the supplier are incorporated into a running account and the balance is drawn and recognized. The retention of title by the supplier is under the provision that the title to the reserved goods, as well as the entitlement to the assigned goods, passes to the buyer as soon as all the supplier's claims that result from the business relationship have been paid in full.

The supplier undertakes to release the claims resulting from the resale and that was assigned to him by the buyer as security, as set out in the conditions above, wherever the value of the goods pledged as security is more than 125% of the claims to be secured. Exempted from this is the release of individual claims that have been assigned as security for the balance of the open account, as long as the orderer still owes a balance on the account.

12.

The validity of the delivery conditions set up above is not affected by individual stipulations being invalid.

13.

Place of performance is Landau (Pfalz)

Court of jurisdiction is Landau (Pfalz)

a) should the contract partners be traders (with exception of small traders in terms of § 4 HGB (German Commercial Code)),

b) should the orderer transfer his place of residence or usual place of abode outside the territorial application of the ZPO (German Code of Civil Procedure) after the contract conclusion, or if his residence or usual place of abode is not known at the time of filing the legal action. At manufacturer's option, legal action can also be filed at the competent court of jurisdiction, in accordance with the respectively valid legal regulations, of the recipient. German law is applicable on the legal relations between the parties. UN trade law on international merchandising is not applicable.

Stand Dezember 2004