

General Conditions of Sale, Delivery and Payment

1.) Quotation and Formation of Sales Contract: Our Quotations are without engagement. Verbal arrangements or deviations from our general conditions of sale are not binding on us unless they are confirmed in writing. In general, our quotations are valid for a 2 months period. If an order materializes after expiration of the 2 month's period, the alterations in prices and technical features which have taken place in the meantime have to be taken into account. Any documents, illustrations and drawings submitted with our quotations and confirmations of order remain our property and are subject to our copyright. These documents shall not be made accessible to third parties. All weights and measurements given are approximate figures only.

2.) Terms of Delivery:

Our only terms of delivery are valid. Any other conditions printed on forms of the Purchaser are null and void. The delivery contracted enters into force upon acceptance of the order. Should the Purchaser not agree to our confirmation of the order, then he shall be entitled to file a protest to this effect within 3 days from receipt of this confirmation, but without being able to withdraw from the contract. Any objections raised at the later date will be given no consideration.

3.) Extent of Delivery:

The extent of the delivery is governed by our written confirmation of order.

4.) Period of Delivery:

The delivery period is based on normal operating confirmation of order and in case immediate down payment in cash upon receipt of the confirmation of order has been provided for in the contract, then the delivery period shall run from the date on which the first down payment has arrived and has been placed to the credit of one of our banking accounts. The goods shall be deemed to have been delivered in time if up to the end of the month in which according to the contract delivery is scheduled to take place, the goods have left the factory or if the fact that the goods are ready for dispatch has been brought to the Purchaser's knowledge. In the case of unforeseen obstacles such as technical emergencies in our factory, delays in the supply of important materials or acts of God, the delivery period shall be extended appropriately.

The delivery date given is without commitment. The Purchase shall not be entitled to claim damages for delayed delivery.

5.) Transfer of Risk:

The risk passes to the Purchaser when the consignment has left our works, regardless of whether or not we have agreed to arrange and pay for the freight charges and the like. If delivery is delayed at the request of the Purchaser, then the risk shall be transferred to the Purchaser from the date on which goods are ready for dispatch.

6.) Prices and Payment:

Unless otherwise stated, prices are understood for delivery ex works Memmingen, packing excluded. The prices of the sales contract do not include the charges for the erection and assembly at the place of destination. The costs of erection and assembly will be charged in accordance with a special contract to be established for this erection work. The terms of payment will be fixed in the confirmation of order after previous agreement with the Purchaser. Cheques, Bill of Exchange and Money Orders are only accepted as payment but not in lieu of specific performance. If payment is affected by Bills of Exchange, the usual discount charges will be placed to the debit of the Purchaser. Payments which are made in the form of a Bill of Exchange issued by the seller and accepted by the purchaser are not looked upon as payment until the Bill of Exchange has been duly honoured by the drawee. The Purchaser is not entitled to retain payment or make deductions on account of alleged claims he has against the Seller, except where the counter-claim of the Purchaser is uncontested or where a legal title or deed of property is available. All payments will be strictly net and without any deductions. When the buyer is in arrears with his payments, the seller may postpone his own performances until outstanding balances are paid and may charge interests for the period of delay.

7.) Dispatch:

The mode of transport and the route to be followed have to be brought to the Seller's notice at the latest 2 months prior to delivery. On principle all goods have to be insured by the Purchase against breakage, fire, water and other transport risks. Upon special request of the Purchaser the transport insurance can also be covered by the Seller.

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Packing will be affected by the Seller with the utmost care and on the strength of his many years' experience. The packing will be charged by the Seller at his original costs. As a rule the packing is not returnable

8.) Notification of Defects and Guarantee: Notifications of defects and complaints relating to the quantity of the machines or machine parts

delivered have to be made in writing not later than 8 days from receipt of the consignment. Any claims made by telephone have to be confirmed in writing.

Our Guarantee Period covers 6 months. In case the equipment works in several shifts, the Guarantee Period will be reduced to 3 months.

If the Seller finds out that his instructions relating to the operation of the machinery have not been adhered to and that the damage objected to have arisen from the Purchaser's faulty or negligent handling, then the Seller shall not be bound in any way to make replacements free of charge. Liability for parts such as electric clutches, motors and the like which although they form part of the delivery are not manufactured by the Seller shall be limited to the transfer of damages to which the Seller is entitled from his sub supplier who has manufactured such parts.

If any damages caused are to be attributed to one of the reasons stated below no guarantee will be assumed or it is left to the Seller's free discretions whether or not replacements have to be made:

Unsuitable or improper use, faulty erection and operation by Purchaser or third persons, natural tear and wear, faulty or

negligent handling, excessive strain, unsuitable working material, use of lubrications other than those listed on the operation instructions, defective erection and fastening of machines, chemical, electrochemical and electronic influences, carelessness of third persons and similar sources of mistakes which may cause damage to the object delivered.

Purchaser shall be bound to grant Seller the required time and opportunity to make repairs or replacements as Seller may deem desirable.

As long as the Purchaser has not met his engagements, the Seller shall be allowed to refuse repairs or replacements of defective parts.

In addition, the Seller has the right to postpone sending a fitter to the place of erection until the payment agreed upon has been made in full.

The Purchaser is not entitled to withhold payments due, because of any defects of the goods delivered.

9.) Reservation of Proprietary Rights:

Any machines and machine parts delivered by the Seller shall remain his property until all conditions in respect of payment have been fulfilled, without prejudice to the transfer of risks.

When payment is affected by Cheque or by a Bill of Exchange, the right of property of the Seller shall remain in force until the amounts represented by these instruments of payment have actually come into possession of the Seller.

Until payment has been made in full, the Purchaser shall not be allowed to sell the goods, nor shall he be entitled to transfer the goods as a mortgage or as a security to a third party.

In case the goods are sequestrated or confiscated or similar action is taken by a third party, the Purchaser shall notify the Seller forthwith.

The Seller's claim on machines and machine parts shall remain in force, even if the equipment is fitted into buildings, manufacturing plants or the like.

10.) Place of Performance, Jurisdiction and Law:

Independently of the place assembly of the equipment delivered Berlin is the competent tribunal for the disputes arising from the Delivery Contract.

The competence of the tribunal of Berlin also covers all actions, for non-payment of Bills of Exchange or Cheques. Seller shall, however, also be allowed to bring the case before a court where the Purchaser's main office is located. Only German law is looked upon as agreed.

11.) Sale to Commercial Firms:

As far as the Purchaser is commercial firm which sells the objects of the purchase to third parties, Purchaser agrees to pass on our Terms of Sale and Delivery to his customers.

In particular, the Purchaser when selling on credit will assign his claims against his own customer direct to the
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12.) Validity of the Contract:

Any possible void needs of one or several clauses of this contract does not interfere in any way with the validity and effectiveness of the other clauses.

In addition, as far as not mentioned in these Terms of Sale, Delivery and Payment, the regulations of the Economic Commission for Europe of the Organization of the United Nations (Conditions Générales pour la Fourniture a l'Exportation des Matériels d'Equipment de la Commission Economique pour l'Europe de Organisation des Nations Unies) shall be applicable.

13.) Technical alterations reserved