

## Sales Conditions

The prices indicated herein are meant for large quantity orders and in special cases only for small orders of a value of at least €1000,- for delivery free German border including

### 1. General

(1) All deliveries are effected according to the following conditions which are essential part of the sales contract. Orders as well as all additional agreements changing the contents of an order are only effective when they are stipulated or confirmed in writing by us. This refers especially to all agreements which differ from our general sales conditions.

(2) Our offers are submitted without engagement.

(3) Trade conditions of the customer, as far as they do not correspond to these sales conditions, are only valid as far as they are strictly accepted by us in writing. In case of contradiction between the mutual conditions, our conditions have the precedence even though we did not strictly oppose the conditions of the other party.

(4) We are not obliged to leave means of production or something similar to the customer, even though they were bought or manufactured particularly for special orders.

(5) The delivery of orders is always effected in full standard packages. We are therefore authorized in case of necessity to change the ordered quantities correspondingly. For all orders we reserve ourselves the right to supply 10% more or less goods than ordered.

(6) Our machines are exclusively supplied for the use of our tapes and adhesives.

### 2. Prices – Conditions of payment

(1) Unless otherwise agreed in writing our payment terms are payment within 14 days after invoice date against 2% cash discount or 30 days net. A deduction of cash discount when paying our new invoices is only admissible when all preceding due invoices have been fully settled. In case of doubt concerning our customer's solvency we are entitled to demand immediate payment regardless of any term of payment granted previously to the customer.

(2) Against our claim on the purchase price the customer cannot come up with counter-claims or right of reservation. In particular the customer cannot refuse payment when he criticizes our delivery.

(3) If the date of payment is overdrawn we charge the legal interest. In case we accept a draft for payment, the corresponding expenses are charged to the customer.

(4) All deliveries are effected on the basis of the present current prices. Should the costs on the basis of which these prices are calculated substantially increase in the time elapsing between receipt of order and its delivery we are entitled to raise the confirmed prices proportionally.

(5) The goods are despatched at the cost and risk of the consignee. The choice of the means of transport is left to us. If so desired by the client, the goods can be insured by us against damages during transport at the client's expenses.

Return shipments require our previous agreement. Decisions are exclusively taken by us. Our representatives are not authorized to decide on defects in quality or quality deviations. Goods especially manufactured cannot be returned. For return deliveries for credit note that are not caused by us, a handling charge of 10% of the net goods value will be withheld.

(6) Our invoices are payable in EURO. Any payment effected in any other currency entitles us to claim the immediate settlement of any balance amount attributable to moving exchange rates.

### 3. Reservation of title

The goods are supplied under reservation of title as per the following rules:

(1) The goods remain our property until all our claims, notwithstanding their basis or the date of their origin, are entirely satisfied.

(2) The buyer already now gives up to us his claims on the further sales of the "reservation goods"; he however remains authorized to collect as far as we do not inform the third debtor of the cession. We are entitled to take over the collection as soon as the customer is behind with any payment.

(3) The customer is obliged to inform us without delay when the goods are claimed by other creditors.

### 4. Time of delivery

(1) The stated time of delivery is not obligatory, we do our best to keep it; if it is considerably exceeded, the customer can fix a reasonable delay with the statement that he refuses the acceptance after the end of this delay. If the delay has expired without delivery on our part, the customer can cancel his order; he can claim no other rights.

(2) If the delivery is delayed due to unusual hindrances which are caused e.g. by strike, fire, disturbances at our works or at one of our suppliers' works, paragraph 1 is valid with the restriction that the customer cannot cancel the order as long as these hindrances are effectual. This is particularly valid, if the order refers to an article especially manufactured for a customer and which cannot be sold elsewhere or only with loss.

(3) We are entitled to carry out the orders in partial deliveries.

(4) Articles, which are ordered on call, must be called off within 6 months, if no other written agreements have been made.

#### **5. Guarantee**

(1) We guarantee that the goods' quality is faultless as stipulated. This warranty covers 6 months after date of delivery ex works if not differently stipulated thereafter.

(2) The goods must be carefully examined immediately after receipt. We must be informed by letter within 14 days about possible complaints, with exact specification of the quantity and with enclosed sample of the material complained about. Otherwise the goods are recognized as accepted.

(3) Hidden effects, which could not be recognized at once in spite of careful examination must be reported in writing by the customer at once, at least within one week after discovery.

(4) The faultless quality of our articles is guaranteed in so far as we supply unobjectionable goods as replacement for those defective or not corresponding to the contract; we do not accept any further responsibility.

(5) We are entitled to refuse any guarantee

1. if a defect is not reported in due time; or

2. if the goods are not properly stored or when they are exposed to detrimental influences; or

3. if the goods are not suitable for the intended purposes of the customer; or

4. if the goods differ only slightly in colour and type from the order; or

5. if the coloured foils are not light-resisting or stable to light.

(6) Our articles are subject to a severe quality control. We take no liability for indirect damages, which could result from the use of our articles or whereby the latter could become useless. Our recommendations and proposals are made to the best of our knowledge. They are however without engagement and exclude in any case a liability for any defects and disadvantages whatsoever, also in regard to the right of protection of third parties. They do not free the buyer from cautious acting by carrying out own trials and checks. Our possible liability is restricted exclusively to the value of our articles. Nobody is entitled to make on our behalf promises or recommendations, which exceed the contents of our pamphlets.

(7) The claim for guarantee lapses according to legal regulations.

#### **Place of settlement – Court competency**

(1) All dissensions arising from the contract of delivery must be finally settled according to the arbitration proceedings of the international Chamber of commerce, through one or more recognized arbitrators. Place of arbitration shall be D-28357 Bremen, Germany.

(2) If an agreement cannot be reached by such a proceeding, it is agreed that for all disputes arising from the contract of delivery or in connection with it, the German law is competent with Bremen as place of settlement for all obligations. The Court in whose district we have our residence is exclusively competent for contractual or any other claims

As per January 2004