

GENERAL TERMS AND CONDITIONS

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 DE75 7337 0008 0160 1368 00
 DE23 7342 0071 0007 0420 00
 DE02 7001 0080 0219 3608 06

Account-No.
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 BLZ 734 200 71
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Bank
 Sparkasse Kaufbeuren
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The deliveries, services and tenders of SEBA Hydrometrie GmbH & Co. KG(hereafter SEBA) ensue exclusively on the basis of these terms of business. The customer's terms of purchase are not binding for SEBA even when SEBA does not expressly contradict them.

Each divergence from the following terms, subagreements and commitments of SEBA's representatives require express confirmation in writing for its effectiveness.

1-Tender and Conclusion of Contract

1.1

SEBA's offers are without engagement and not binding. Declarations of acceptance and orders require the written confirmation by SEBA to become legally effective.

1.2

Drawings, images, measurements, weights or other goods and services data are common trade approximates and only binding, if this is explicitly stipulated.

1.3

Telephone inquiries about prices, the possibility of delivery etc. require written confirmation for their effectiveness.

2-Prices

2.1

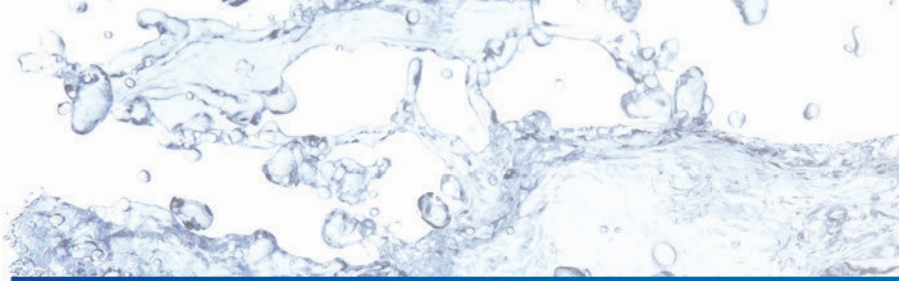
The prices are, if not agreed otherwise, ex works excluding packaging. For individual orders of ?500.00 net or more, packing included free buyer's address within Germany, or free German border for deliveries abroad.

2.2

Prices are exclusive of sales taxes at the legal prevailing rate.

3-Delivery and Service Times

Delivery deadlines and periods are only binding if they have been confirmed and acknowledged by SEBA in writing. A delivery deadline or period has been observed if, by the time of its expiry, the article to be delivered has left the SEBA plant or its readiness for dispatch has been announced by SEBA. Delivery time will be extended commensurately with measures taken in connection with industrial disputes, especially strikes and lockouts, as well as in connection with unforeseen obstacles which are outside the sphere of influence of SEBA. This also applies when the said circumstances befall SEBA's suppliers.



4-Claims on Defects

4.1

Obvious defects and/or quantity and measurement discrepancies of the goods must be reported in writing to SEBA immediately after delivery. If this is not done, the goods are in consideration of defects to be accepted.

4.2

For other than obvious defects, a complaint must be filed in writing immediately after their discovery.

4.3

For legitimate complaints, the customer may request only re-performance at first. The same is effected at SEBA's option either by remedy of defects or by delivery of an item that is free of defects. The customer may not withdraw from the contract or reduce the return performance until the re-performance is ultimately impossible or has failed.

4.4

SEBA may request at their option that the defective part or device

4.4.1

is forwarded by the customer for repairs and subsequent return to SEBA or

4.4.2

kept ready, to enable SEBA to perform the repair or the replacement on the customer's site.

If the customer requires that the re-performance is completed at a location determined by him, SEBA can meet this request, under which circumstances the parts covered by the warranty are free of charge. The customer is charged for working time and travel expenses according to SEBA's standard rates.

4.5

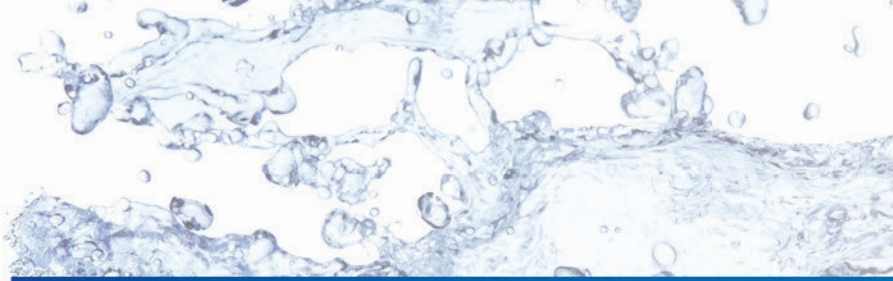
If the customer or a third party is performing improper repairs on own account, SEBA is not liable for the resulting consequences. The same applies to modifications to the delivered item, which were not authorised by SEBA, if operation or maintenance instructions by SEBA or the manufacturer are not observed, if devices or parts are opened without prior authorisation by SEBA or if they are meshed with in any other way, such as the use of replacement parts or expendable items, which are not in accordance with the original specifications.

4.6

All claims on defects are barred by the statute of limitations one year after passing of the risk. This doesn't apply to such delivery items, which have been used for a building in their regular application, causing the defectiveness of the same. In this case, the legal statutory period of limitation applies. This is also the case, if SEBA acts with intent or malice.

4.7

Claims on defects against SEBA for regular wear and tear after delivery or performance of services are not possible.



4.8

Claims on defects against SEBA can only be made by the customer and are not transferable.

5-Right of Property Reservation

5.1

Until payment of the purchase price has been made in full, costs and interest have been paid, and settlement of all preceding deliveries and services within the commercial relationship has been made, the purchased articles remain the property of SEBA.

5.2

The handling and processing of articles delivered in accordance with the right of property reservation are carried out for SEBA. Should ownership fall in the hands of the buyer so he already transfers it at this time to SEBA and retains the product for them. In the case of processing in conjunction with foreign articles, SEBA acquires co-ownership of the product according to the value relation for the manufactured good during the production. As long as SEBA's right of property reservation is in force, the buyer is authorised to resell the article or the product so manufactured in accordance with normal business practice and in compliance with the following conditions:

Claims against third parties that arise out of resale the customer assigns the invoiced amount of the involved article under reservation by SEBA to SEBA. The buyer is authorised to realise this claim on the account of SEBA. However, at any time SEBA has the authority to inform the buyer, who shall be identified to her upon request, of the transferral of the claim and to request direct payment. Accordingly, the regulation of this paragraph applies in the event that the article under reservation by SEBA is used for the fulfilment of a Werkvertrag or Werklieferungsvertrag.

5.3

If the invoiced value of the article under reservation exceeds the value of the claim made by SEBA by more than 20%, then SEBA is committed to the corresponding release upon written demand.

5.4

SEBA is free to seize the article for delivery, and this does not imply that the right of property reservation is relinquished. Seizures and similar interference by a third-party with the article under reservation are to be immediately notified to SEBA in a recorded-delivery letter. The article and the claims arising from it should not be pledged to a third-party or transferred for safekeeping before the payment of the claim by SEBA in full.

6-Payment

6.1

Cheques and bills of exchange are only accepted as payment if normal banking charges are reimbursed and if they are cashed. SEBA does not vouch for the punctual submission of cheques and bills of exchange. Appeal of the customer to Art. 53 section 1 Wechselgesetz is not possible. Interest on arrears and exchange costs are to be paid immediately.

6.2

If the customer comes in default of payment, SEBA is entitled to charge an interest in the amount of 5% above the respective basic interest rate according to §247 BGB starting from the respective point of time, irrespective of the assertion of another claim.

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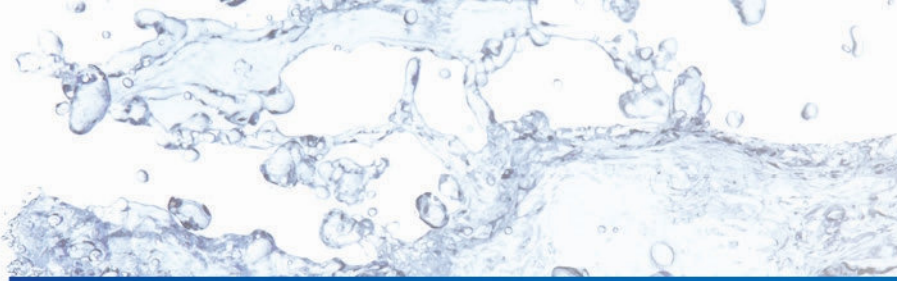
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6.3

The customer is only authorised to set something off if the counter-claims have been indisputably established and are legally valid. If the customer is a businessman (Kaufmann) in the sense of the HGB and if the contract is required for the pursuance of his business activity, or if the customer is a legal entity of the public law (= juristische Person des öffentlichen Rechts) or a special authority under public law (öffentlich-rechtliches Sondervermögen), then he has the right to refuse service in accordance with § 320 BGB (Zurückbehaltungsrecht) and/or a right of retention (Leistungsverweigerungsrecht) only in consideration of indisputably established and legally valid counter-claims.

7-Alterations to Construction

SEBA reserves the right to undertake alterations to construction at any time; SEBA is not committed to make alterations of this kind to products that have already been delivered.

8-Limitation of Liability

Claims for damages of any kind by the customer are not possible, as long as they are not based on wilful or grossly negligent acts by SEBA or on wilful or grossly negligent acts by an authorised representative or an agent in the discharge of an obligation of SEBA.

This limitation of liability doesn't apply to damages resulting from fatal, personal or physical injuries caused by SEBA, or by an authorised representative or vicarious agent of SEBA. Furthermore, it neither applies to claims in accordance with the product liability law (Produkthaftpflichtgesetz), nor in case of culpable violation of essential contractual obligations; in the latter case, SEBA's liability for lighter and medium negligence is limited to the damage characteristic for the contract that can be reasonably foreseen.

9-Withdrawal

In the event that, upon conclusion of the contract, SEBA is informed of a serious deterioration of the financial circumstances of the customer, or of the mortgaging of his tools, machines, stores or arrears, or of non-payment by the customer of overdue accounts despite a warning, then SEBA has the right to secede from the contract and / or to claim compensation for default, without the customer's making claims against SEBA in this respect.

SEBA is likewise authorised to withdraw, without the customer's making claims against it, if the performance of its operations is rendered impossible by unforeseen official measures, production-stoppage, lack of raw materials, fire or similar accidents. In the case of the non-availability of the object of agreement SEBA undertakes, to inform the customer about the non-availability immediately and to reimburse without delay return services of the customer.

10-Applicable Law, Court of Jurisdiction, Partial Invalidity

10.1

The law of the Federal Republic of Germany is applicable to the commercial relationship and to all legal relationships between SEBA and the customer, without recourse to standard international commercial law.

10.2

Insofar as the customer is a businessman (Kaufmann) in the sense of the Handelsgesetzbuch, a legal entity

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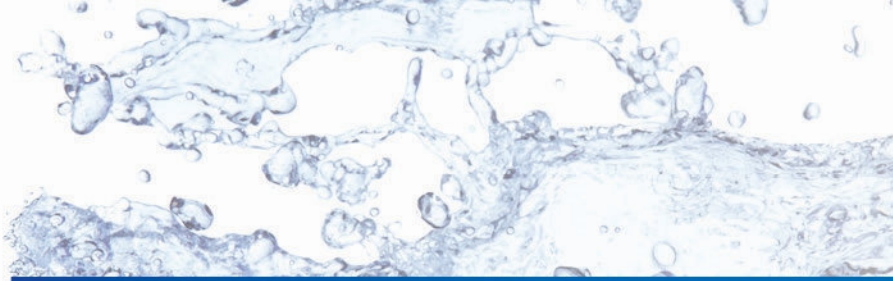
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of the public law (= juristische Person des öffentlichen Rechts) or a special authority under public law (öffentlich-rechtliches Sondervermögen), Kaufbeuren is to be the exclusive court of jurisdiction for all disputes arising directly or indirectly out of the conditions of the contract. This also applies to disputes over the effectiveness of concluded contracts. If the customer is based abroad, then SEBA is also authorised, at its discretion, to institute proceedings on account of disputes arising directly or indirectly from the conditions of the contract and concerning its effectiveness either at the court that has jurisdiction in accordance with clause 1 or at the court of jurisdiction which is competent without respect of clause 1. The same applies if the customer upon conclusion of the contract will change his place of business or his usual place of abode or his place of business or his usual place of abode is not known at the point of the institution of proceeding.

10.3

If individual requirements of the contract or of these general delivery terms are or become ineffective, the effectiveness of the contract and of the remaining general delivery terms are unchanged. The defective contract requirement or general delivery term should be replaced by a regulation that is as close as possible to the defective one.

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