

1. Scope

These terms and conditions of purchase shall apply for all present and future dealings between us and the supplier. We are not bound to terms and conditions of the supplier which have not been expressly recognised by us, even if we do not expressly object to them. Acceptance of and payment for consignments and/or services does not constitute acceptance of the supplier's terms of sale.

2. Quotations

2.1. Quotations submitted by the supplier must adhere to our request for quotation. If deviations exist between a quotation and our request for quotation, the supplier must expressly indicate these in its quotation. Any documents, drawings or other items provided for preparation of a quotation must be returned upon submission of the quotation. Quotations submitted by the supplier shall remain binding for a period of at least 12 weeks.

2.2 Quotations shall be non-binding and free of charge, unless otherwise expressly agreed.

3. Confirmation of order

3.1 The supplier must confirm orders immediately in writing, giving a binding delivery date, our order number, and all other order data. If this confirmation is not received by us within 10 days, the order will be regarded as accepted at the prices and conditions specified by us.

3.2 If deviations exist between the confirmation of order and the purchase order, these deviations must be expressly indicated. These deviations shall form an integral part of the contract only upon our written confirmation.

4. Delivery time

4.1 The goods must be supplied to the place of performance of the delivery by the agreed delivery date, within the agreed delivery period, or immediately upon release by us.

4.2 If the supplier has reason to believe that delivery dates will change, it must inform us immediately upon becoming aware of this, giving reasons and indicating the new delivery date. Loss resulting from this

violation of duty shall be borne by the supplier.

4.3 If deliveries are supplied prior to the delivery date stated, we are entitled to refuse acceptance of the goods and return them at the supplier's own expense and risk, to charge for any additional costs, or to fix the value date of the invoice as the agreed delivery date.

4.4 The supplier shall be in default after the delivery date or upon elapse of the delivery period, with no reminder issued.

4.5 If the supplier is in default, it shall be liable for all consequences of the delayed delivery, but at least to the value of 1.5% of the total value of the goods per week, without our being obliged to furnish proof of loss. The supplier is entitled to prove that the loss suffered by us is below this level. Following elapse of an appropriate grace period during which no delivery is forthcoming, we are entitled to refuse performance of the service, and to demand damages in lieu of the service in its entirety, and in particular to conduct cover transactions at the expense of the supplier. This applies also for partial deliveries. Even if the supplier is not responsible for its non-adherence to the delivery date, we are entitled to revoke the contract either in full or in part following elapse of a grace period during which no delivery is forthcoming. The grace period can be dispensed with under the conditions described in § 323 BGB (2).

4.6 The supplier may only invoke the absence of necessary documents which were to be supplied by us if it sent a reminder regarding these documents but did not receive them promptly.

5. Delivery

5.1 The supplier is entitled to deliver in instalments only if we release the goods in instalments.

5.2 Overdeliveries are permitted only with our prior written consent.

5.3 Each consignment must be accompanied by a delivery note stating the item designation, drawing or supplier product number, our order number, all other order data, the ordering subsidiary/department, and the gross and net weight of the consign-

ment. In case of deliveries in instalments, the quantity remaining to be delivered must also be stated. If these details are not given, or the shipping documents have been incorrectly prepared, then all resulting additional costs, but at least €100 per delivery, will be charged to the supplier.

6. Packaging, transportation, passing of risk

6.1 The costs of packaging and of transportation of the goods to the place of performance shall be borne by the supplier. This applies for returns of goods also. If it has been agreed that packaging will be charged for separately, then the associated costs will be fully credited to us in case of carriage paid return.

6.2 We only accept shipments with reusable transport packaging, or transport packaging marked with an appropriate recycling symbol. Consignments of goods with PU foam packaging, PVC packaging, PA or PVC films, laminated films, shrink films and disposable pallets will only be accepted by us following mutual agreement. If consignments are delivered in a way that is contrary to these terms, we are entitled to dispose of the packaging material at the supplier's expense, or to return it carriage forward (minimum charge €20.00).

6.3 The transportation risk shall be borne by the supplier. This risk is only transferred to us upon acceptance of the delivery at the place of performance. We will not bear goods in transit insurance costs.

6.4 Hazardous substances must be marked as such in a manner that is appropriate to the end consumer, and must be accompanied by the relevant material safety data sheets.

7. Prices

The prices which have been agreed are fixed prices. Price increases or retention of the right to amend prices are only permissible with our written consent. A de-escalation clause shall be deemed to have been agreed in case of falling market prices.

8. Invoicing/Terms of payment

8.1 Invoices must include our order number and all other order data, the product designation, the unit price and the number

and date of the delivery note. Any sales tax included in the price must be indicated separately. Invoices from the European Economic Area must include the eight-digit goods number for foreign trade statistics.

8.2 Payment shall be made following full receipt of the goods/complete performance of the service, and receipt of invoice as per the agreed conditions by the 15th and 30th of each month with a discount of at least 3%, or net after 30 days. Payment is subject to invoice verification.

8.3 If the contract for whatever reason becomes void, is dissolved or revoked, then, from the time of termination of the contract, irrespective of any further claims to which we are entitled, interest shall be charged on payments already made by us at a rate of 8% above the base rate of the Deutsche Bundesbank. Irrespective of any changes in the exchange rate in the interim period, foreign suppliers must pay back the amount in € paid by us, plus the interest in € as stated above.

9. Assignment of claims

Claims may only be assigned to third parties with our written consent.

10. Quality

10.1 The supplier guarantees that its products and services comply with the relevant statutory provisions concerning safety, industrial safety, accident prevention and other areas, and correspond to the generally recognised standards of good practice, and to all order documents including drawings, plans, specimens, specifications and similar, and offer the characteristics usual and necessary for the respective application, and guaranteed by the supplier. The supplier furthermore guarantees that the goods originate from current production and are not obsolete.

10.2 The supplier must implement a quality management system that is suitable in terms of both type and scope, and which corresponds to the latest state of the art, must document the results in a suitable format, and must retain this documentation for an adequate period, but at least five years.

10.3 Upon demand, the supplier must supply test documentation and details of mixing

ratios for the materials used.

11. Liability for defects

11.1 Products and services supplied will be checked by us following receipt for completeness and quality, according to our capabilities, and to a reasonable extent. A period of 14 days after receipt by us, or after receipt by our customer in the case of drop shipping, applies for giving notification of apparent defects. If due to a defective product or service we are obliged to perform checks that exceed the usual scope, the supplier shall bear the additional costs incurred, but at least €100 per consignment.

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