

1. Prices: Unless agreed upon otherwise, all prices shall be deemed to be net ex works Felben, excluding packaging, erection and assembly. The cost of transportation and erection shall be charged separately based upon the rates applicable at the time of delivery.

2. Terms of payment: Unless agreed upon otherwise in writing the price shall be paid as follows: ½ upon ordering, ½ upon delivery of the product, net without any deduction. Together with the last instalment, also the invoices for erection or assembly and other additional services pursuant to clause 6 shall be due for payment. For delays in payment customer shall be liable without reminder for interest payment as from the due date of payment at a rate of 2% p.a. above the current rate for current loans of the "Zürcher-Zinskonveniums".

3. Delivery time: The delivery time commences on the day of receipt of the written customer order or upon receipt of all relevant information necessary to execute the order through Knobel and upon approval of the order by the management of Knobel and upon receipt of the agreed down payment.

The compliance with the delivery time is under the reservation of circumstances beyond Knobel's control. Knobel is therefore not responsible for unpredictable circumstances such as but not limited to change of technical specifications or details of construction, defective work, delays in the delivery of material for which Knobel is not responsible, war, mobilisation, strikes and lockouts at the premises of Knobel or its subcontractors as well as all other cases of force majeure.

In no case is a customer entitled to claim damages for direct, indirect or consequential damages resulting from any late delivery or resulting from non-compliance with any extended delivery time stipulated by law. Late deliveries do not entitle customer to terminate the agreement.

4. Packaging: Packaging is charged to customer at laid down cost and cannot be returned to Knobel.

5. Passing of risk: With the shipment of the product from the premises of seller delivery is deemed to be made, and upon shipment all risks for lading, transportation and erection without any exception shall be borne by customer. Knobel shall obtain insurance coverage in the interest of customer.

6. Erection: In the case Knobel is also responsible for the erection of the product at the place agreed upon by the parties the following terms shall apply: The personnel for performing the erection shall be dispatched by Knobel only upon request of customer and upon his confirmation that the product has arrived at the place of erection and that everything is ready for erection. Customer is liable for payment of the charges applicable for Knobel's personnel at the time of erection including travel fees (both ways), amortisation of tools as well as accommodation and other travel expenses of Knobel's personnel (e.g. meals).

In case the personnel of Knobel cannot perform any services on the site of customer for reasons for which Knobel is not responsible or perform services which are outside the scope of this agreement (e.g. construction of scaffolding) the respective time will be charged to customer as ordinary erection work at the respective rate.

Customer shall at his own expense make all preparatory work which is necessary for the erection work and arrange for the respective installations to be made.

7. Knobel gives a guarantee for the period stipulated in the purchase contract for new material as from the day of delivery. Under this guarantee Knobel shall repair or replace any parts which are faulty or not usable due to inadequate material or faulty work. The guarantee period shall be 1 year as from delivery unless agreed otherwise in writing by the parties.

This guarantee is only valid in case of correct and due payment by customer. Excluded from the guarantee are defects due to normal wear and tear or due to wrong or inadequate treatment of the product. Replaced parts shall be returned carriage-paid (franko) to Knobel. Travel time and travel expenses of the personnel of Knobel during the guarantee period shall be borne by customer. In any case shall the following claims of customer be excluded: Claims of customer for whatsoever damages which derive from inadequate or insufficient foundations, excessive use of the product, insufficient controlling or inadequate handling of the machines, use of inadequate materials or force majeure. Other than the warranties expressly stipulated in these conditions Knobel gives no express or implied warranty. In particular, Knobel shall not be responsible for damages incurred by loss of production, loss of use, and Knobel shall

not be responsible for making replacement machines and personnel available to customer.

The guarantee automatically ends instantly and totally in case customer or any third party instructed by him makes any change to the delivered product without Knobel's express written consent.

Upon expiry of the guarantee period pursuant to the purchase contract and these terms any and all claims for warranties expire.

Knobel does not make any warranties, neither express nor implied, for used material and second-hand machines and therefore excludes any guarantee for such product. In case any warranty obligation of Knobel exists pursuant to mandatory legal provisions, clause 7 of these conditions will be applicable.

8. Reservation of title: Knobel shall remain the owner of all machines until having received full payment in accordance with the contract. Knobel is entitled and customer authorises Knobel to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with the relevant national laws and to fulfil all corresponding formalities at customer's cost.

9. Documents: Illustrations, drawings and other technical documents which have been given to customer prior to the order shall not have any effect on the manufacturing and/or execution of the work. Changes in material and form remain expressly reserved. The weights are approximate. Offers, drawings and graphic annexes remain in the exclusive property of Knobel. They may not be disclosed to third parties or utilised for own purposes by customer without the express written consent of Knobel.

10. Changes: Conditions which deviate from the purchase contract or from these terms, oral assurances and changes on order forms or in correspondence of customer shall be only relevant and binding for Knobel in case expressly confirmed and accepted in writing by Knobel.

11. Termination: Customer may without the express written consent of Knobel not terminate or revoke orders. Claims for damages remain reserved.

12. Place of fulfilment, applicable law and jurisdiction: Place of fulfilment for all parties shall be Frauenfeld, Switzerland. The relationship between the parties shall be governed exclusively by Swiss law. The place of jurisdiction for both parties is Frauenfeld. The parties acknowledge the competency of the ordinary courts of the Canton of Thurgau to resolve disputes arising under or in connection with this agreement.

Knobel has, however, the right to sue customer at the competent court at customer's domicile or at any other court which may be considered to be competent. However, in any case Swiss law shall be applicable for the relationship between the parties.