General Conditions of Sale and Delivery

I. General Information
a) The following General Terms and Conditions of Sale and Delivery of the firm of Peter Kohl, Nacht Franz Kohl KG in Frankfurt am Main shall be accepted as a legal code. They become operative as discharge of obligation only after sad means of payment have been fully cashed and honoured. The debt remains not honoured in so far as it has not been covered by a third party.

II. Offers and Orders
Our offers are irrevocably without obligation with respect to price, quantity, description, times for delivery etc. and will be determined only by our order confirmation.

III. Conclusion of Contract
a) The conclusion of contracts is subject to the authorization required for contractual performance.

b) Oral agreements will only apply so far as they are confirmed in writing either in the order confirmation or in an annex to the contract.

in) In ordering the goods the customer declares with binding force that he wishes to buy the merchandise. We are entitled to accept the contractual offer contained in the order within a period of 10 days after receipt of the order. The acceptance may be declined in writing or upon delivering the goods to the customer.

d) If we receive the customer's order by electronic means, we will confirm our receipt of the order immediately. This does not represent a binding acceptance of the order. Receipt of the order may be associated with a declaration of acceptance. If the customer is ordering by electronic means, his order will be stored and, upon request, we will be sent to him by e-mail together with the General Terms of Sale and Delivery.

IV. Tolerance
Customary deviations in quantity which are within a tolerance of ±10% of the ordered amount are permissible. The commercial requirements of inspection and complaint shall not be affected hereby.

V. Delivery and Acceptance
a) We shall ensure that the goods are delivered within the terms specified in the final order confirmation.

b) To comply with the agreed date of delivery, dispatch must ensue not later than on the last day stipulated. The deadline for delivery for CIF and FOB sales will be deemed observed if delivery of the goods has ensued at the cusport or alongside ship on last day of the deadline.

c) We are entitled to provide reasonable partial deliveries and services at any time.

d) Payment terms shall conform to the terms within two weeks of presentation of the required import and payment licences.

e) The contract will be concluded subject to correct and punctual delivery from our own suppliers. We are not liable to the customer for any contract if our suppliers should fail to deliver. This will only apply, however, if we are not responsible for the non-delivery, especially in the event of hedges with our suppliers. The customer will be informed - immediately about the non-availability of goods. Complaints, in so far as we have received them, will be reimbursed immediately.

VI. Deadlines for Delivery
With force majeure and other impediments to delivery, such as war, strikes, insurrections, shortages of raw materials, absence of official authorizations, etc., the delivery deadline shall extend commensurate with the length of disturbance. We will be entitled to terminate the contract should it emerge that an impediment to delivery can not be eliminated.

VII. Complaint and Compensation
The buyer may only demand subsequent delivery of a non-defective item or rectification of defects if the goods were considerably defective at the time the risk passed to the buyer. Except for the cases covered by §§ 281 Art. 2 and 323 Art. 2 Civil Code, it is not necessary to fix a deadline if the vendor refuses both methods of rectifying defects as defined by § 439 Art. 3 Civil Code, or if the merchant has been specifically offered the opportunity to do so, and has failed to do so. In the event of the nature of the object or the defect or the other circumstances. Should subsequent delivery or rectification of defects fail the buyer is entitled to demand that the sale is rescinded or the purchase price reduced. For hidden defects we will be

a) receipt of goods at the buyer's premises or at a delivery point stipulated by the buyer. This shall not constitute compliance. We are not responsible for any arrangements or in so far as the cause of defect is based on intent or gross negligence or the lack of guaranteed quality. Therefore we will not be liable for defects that have not originated on the merchandise itself. In particular, we will not be liable for lost profits and other financial loss of the buyer. The foregoing limitations on liability do not affect the buyer's claims with respect to liability of product. In addition the limitations on liability do not affect the buyer's claims with respect to damage to health and loss of life attributable to us. In so far as our liability is excluded or limited, this also extends to the personal liability of our staff authorized representatives and vicarious agents. Compensation claims made by the buyer based on defects are subject to statutory period of limitation of one year from the date of delivery. This does not apply in case of fraud on our part.

c) The buyer will not receive any guarantees from us as defined by law.

VIII. Prices and Conditions of Payment
a) Our prices, unless otherwise stated, are understood to be in EURO, net ex works and excluding charges for packaging and transport. VAT will be indicated separately on the invoice to the statutory amount at the date of invoice.

b) In case of a change calculated on the basis of our cost price at the date on which the order is confirmed, if the processing of the order takes more than 30 days and if the basis costs of our calculation have increased above average, we will be entitled to adjust the prices stated in our offer. In this case, the buyer will be entitled to cancel the contract if, since the contract was concluded, the price has been increased more than 5% p. a. Should the buyer choose to cancel the contract under this condition, he must reimburse us for the costs incurred from the date the contract was canceled until the date it was concluded.

c) Our conditions of payment are stated in the order confirmation and on the invoice and are valid exclusively for this order.

d) Payment is effected once we can dispose of the amount.

e) Payment must be made to the registered office of our company in conformity with our terms of payment and our prices.

f) Coverage of cheques and bills of exchange, cheques, bills of exchange, promissory notes and other credit instruments are subject to prior receipt of the necessary guarantee or security. They become operative as discharge of obligation only after sad means of payment have been fully cashed and honoured. The debt remains not honoured in so far as it has not been covered by a third party.

IX. Default in payment
a) All liabilities arising from the business connection with the buyer may be declared payable in the event of default in payment b) If after concluding this contract we should learn that the buyer has made a statutory declaration that he is without property, we will be entitled to cancel the contract and demand return of the merchandise if the buyer, in spite of request, is unwilling to pay cash on delivery or to stand surety in c) In case of claims charged at a rate of 8% above the base lending rate as per § 1 of the discount interest rate-transitory law of the European Central Bank is agreed. Further rights are reserved, especially the right to claim damages arising from payment in default.

d) If the buyer should fail to comply with the terms of payment we will also be entitled to terminate the contract or to assert claims for damages upon expiry of a 14 day extended deadline for payment, in which case we will only be entitled to assert claims for damages upon expiry of a 14 day extended deadline for payment. Upon expiry of this deadline the buyer is also entitled to claim damages, in particular increase in value as a result of price increase or for reasons for which the buyer is not responsible.

e) The buyer is only entitled to claim set-off if his counterclaims are legally valid, uncontested or expressly accepted by us. The set-off claim must be announced 1 month before the buyer is entitled to retain payment only in so far as his counterclaim is based on the same contract.

X. Delay in Accepting Goods
We will grant the buyer a subsequent 14-day extended deadline for delay in accepting the goods. Upon expiry of this deadline or in the event of the buyer breaching other obligations of cooperation we will be entitled to refuse performance of contract, and to require indemnification including any additional expenditure. The 14-day extended deadline is not relevant in the event of loss or deterioration of the goods. This risk passes to the buyer along with delay in accepting the goods.

XI. Penalty Clause
We are entitled to demand 10% of the agreed purchase price as a contractual penalty in the event of the buyer breaching other obligations of cooperation. We will undertake to refund any overcharges as soon as the impediment to delivery has been eliminated. We are entitled to demand 10% of the purchase price as a contractual penalty in the event of him failing to provide security in accordance with IX (b). This does not affect the right to claim damages.

XII. Retention of Ownership
We will retain ownership of the goods until all payments covering total deliveries have been received. With a current account, retained ownership shall apply as security for balances due to us. In the event of the buyer being in breach of contract and once we have declared our withdrawal from the contract and our buyer has not taken back the goods. The seizure of a) goods by us always means cancellation of the contract. After taking back the goods we will be entitled to utilize them to our account. The resulting profit will be credited against the buyer's debt, less any costs incurred.

b) The buyer is obliged to handle the goods with care. In particular he is obliged to insure them sufficiently at his own expense against damage caused by fire, water and theft at replacement value.

c) In instances of seizure and other interventions by third parties, the buyer must inform us immediately. In so far as the third party is not bound to notify us of the claims imposed on the goods. The buyer is liable to us for the loss.

d) The buyer is entitled to resell the goods within the normal course of business. He will, however, assign to us of as soon as all claims for the final amount invoice including VAT, which have accrued to him from the resale to his customer or a third party, regardless of whether the goods have been sold before or after being processed. The assignment of claims does not deprive the buyer of his right to enforce these claims. Nor is our entitlement to enforce the claim ourselves affected hereby. We will undertake to refund any overcharges as soon as the impediment to delivery has been eliminated. We are entitled to demand 10% of the purchase price as a contractual penalty in the event of him failing to provide security in accordance with IX (b). This does not affect the right to claim damages.

XIII. Performance – Jurisdiction – Applicable Law
a) Flörsheim am Main is the place of performance for all reciprocal claims and obligations.

b) It is explicitly agreed that the courts responsible for our company's head office shall have jurisdiction for all disputes arising between ourselves and the buyer. It is agreed between ourselves and the buyer that the exclusive German Law will apply. Application of the CISG (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded in totality.

1) In the event that special arrangements deviate from one or more of the aforementioned provisions, the other provisions shall retain their validity. The other provisions of our Terms and Conditions of Sale and Delivery will likewise retain their validity if individual provisions, either wholly or in part, have not become terms of the contract or are ineffective.

Peter Kohl, Nacht Franz Kohl KG
Flörsheim am Main
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