

General Terms and Conditions

§1 Validity of the Conditions

(1) The deliveries, achievements and offers of the Denex GmbH occur exclusively on grounds of these terms of business. These are valid therefore also for all future business relations, even if they are not expressly agreed again. At the latest with the acceptance of the product or achievement these conditions are valid as accepted. Herewith counterconfirmations of the buyer with reference to his commercial terms or shopping terms is contradicted.

(2) All arrangements which are met between the buyer and the Denex GmbH for the purpose of implementation of this contract are to be laid down in writing.

§2 Offer and End of Contract

(1) The offers of the shop assistant are not-binding and non-binding. Notices of acceptance and all orders need to the validity of the written or distant-written confirmation of the Denex GmbH.

(2) Drawings, pictures, measures of weights or other performance data are only obliging if this is agreed expressly in writing.

(3) The sales employees and advisers of the Denex GmbH are not authorised to meet verbal additional agreements or to give verbal assents which go out the contents of the written contract.

§3 Prices

(1) Untill differently given, the Denex GmbH keeps itself engaged to the prices contained in her offers 30 days from their date. It are authoritative otherwise in the confirmation of order of the Denex GmbH to quoted prices plus the respective legal sales tax. Additional deliveries and achievements are calculated separately.

(2) The prices get on, if does not agree differently, FOB (Free On Board) on camp Stöteroggestrasse 71, D – 21339 Lüneburg including normal packaging.

§4 Delivery Time and Achievement Time

(1) Dates of delivery or terms of delivery which are agreed obligingly or without obligations need the written form.

(2) Delays of delivery and achievement delays on grounds of higher power and on the basis of the events which complicate to the Denex GmbH the delivery not only temporarily substantially or make impossible – belong in

particular strike, lockout, official orders etc., even if they enter with the supplier of the Denex GmbH or their undersupplier - the Denex GmbH also does not have to represent with obligingly agreed terms or appointments. They entitle the Denex GmbH to push out the delivery or achievement at the duration of the impediment plus an adequate approach time or to withdraw because of the not full part all or part from the contract.

(3) If the impediment lasts longer than three months, the buyer is entitled after adequate extension settlement to withdraw concerning the not yet full part from the contract. If the delivery time is extended or the Denex GmbH becomes free of her obligation, the buyer can derive out of this no compensation claims. The Denex GmbH can appeal only to the called circumstances if she informs the buyer immediately.

(4) So far the Denex GmbH the disregard obligingly of promised terms or appointments has to represent or is in the delay, the buyer is entitled to a delay compensation at the rate of 0.5% for every perfect week of the delay, all together, nevertheless, at most up to 5% of the calculation value of the deliveries affected by the delay and achievements. About that going out claims are excluded, unless, the delay is based on at least coarse carelessness of the Denex GmbH.

(5) The Denex GmbH is entitled to deliveries and partial achievements any time, unless, the part delivery or partial achievement is of no interest to the buyer.

(6) The observance of the obligations of delivery or achievement obligations of the Denex GmbH.

(7) Coming of the buyers in acceptance delay, so the Denex GmbH is entitled to require this her originating damage substitute; the danger of the accidental deterioration and the accidental setting on the buyer goes over in entry of the acceptance delay. §5 danger crossing The danger goes over on the buyer, as soon as the broadcasting has been handed over to the person explaining the transport or has left for the purpose of sending the camp of the Denex GmbH. If the dispatch is delayed by request of the buyer, the danger goes over in the announcement of the dispatch readiness on him.

§5 Danger Crossing

The danger goes over on the buyer, as soon as the broadcasting has been handed over to the person explaining the transport or has left for the purpose of sending the camp of the Denex GmbH. If the dispatch is delayed by request of the buyer, the danger goes over in the announcement of the dispatch readiness on him.

§6 Rights of the Buyer because of Lack

(1) The products are freely delivered by manufacture and material faults; the term for the assertion of the fault claims amounts a year from delivery of the products.

(2) If company or servicing instructions of the Denex GmbH are not obeyed, changes are carried out in the products, parts exchanged or consumption materials are used which do not correspond to the original specifications, claims are cancelled because of defects of the products if the buyer does not disprove a suitable substantiated assertion that only one of these circumstances has caused the lack.

(3) The buyer must inform the Denex GmbH of defects immediately, at the latest however, within one week after entrance of the object of delivery in writing. The defects which cannot be also discovered in careful check within this term are to be informed of the Denex GmbH immediately after discovery in writing.

(4) In case of the communication of the buyer that the products show a lack the Denex GmbH asks for her choice and at her expense, that: a) the defective part or device is sent to the repair and next return to the Denex GmbH; b) of the buyers the defective part or device holds ready and an employee of the Denex GmbH to the buyer is sent to carry out the repair. If the buyer requires that repair works are carried out at a place certain by him, the Denex GmbH can correspond to this desire and the exchanged parts are not calculated, while working hours and travel expenses are to be paid to the standard sentences of the Denex GmbH.

(7) Claims because of defects against the Denex GmbH are entitled only to the immediate buyer and are not transferable.

§7 Spare parts

The Denex GmbH will deliver for the duration of five years from delivery of a detector spare parts for the same for the in each case valid spare part prices.

§8 to retention of title

(1) Up to the fulfilment of all demands (including all balance demands from current account) which are entitled to the Denex GmbH for every legal argument against the buyer now or in future the following securities are granted to the Denex GmbH which she will release by request after her choice, as far as her value exceeds the demands with lasting effect about 20%.

(2) The product remains property of the Denex GmbH. Processing and reorganisation always occur for the Denex GmbH as a manufacturer, however, without obligation for them. If the (co) property of the Denex GmbH goes out by connection, is already agreed now that the (co) passes over

property of the buyer in the uniform thing wertanteilmäßig (calculation value) to the Denex GmbH. The buyer keeps the (co) property of the Denex GmbH free of charge. The product in which of the Denex GmbH (co) property is entitled is called in the following reservation product.

(3) The buyer is entitled to process the reservation product in the proper business dealings and to dispose, as long as he is not in the delay. Verpfändungen or protection conveyance are inadmissible. Now from the resale or an other legal argument (assurance, unauthorised action) with regard to the reservation product to originating demands (including all balance demands from current account) the buyer already resigns protection-half in full extent to the Denex GmbH. The Denex GmbH authorises him until revoked to draw the demands resigned in the Denex GmbH for his calculation in own name. This collection authorisation can be revoked only if the buyer to his bills of debt follows not properly. The buyer will point out

(4) With accesses of third to the reservation product, in particular Pfändungen, to the property of the Denex GmbH and inform immediately this, so that the Denex GmbH can put through her property rights. As far as the third is not able to refund the judicial or extrajudicial costs originating in this connection for the shop assistant, the buyer sticks for this.

(5) With behaviour contrary to the terms of the agreement of the buyer – in particular default – the Denex GmbH is entitled to withdraw from the contract and the reservation product herauszuverlangen.

§9 Payment

(1) Untill differently agrees, the calculations of the Denex GmbH are payable 30 days after calculation position without deduction. The Denex GmbH is entitled to credit in spite of differently being regulations of the buyer's payments first on his older debts, and will inform the buyer about the kind of the occurred settlement. If costs and interest have already originated, the Denex GmbH is entitled to credit the payment first on the costs, then on the interest and last on the main achievement.

(2) A payment is valid only as occurred when the Denex GmbH can dispose of the amount. In case of from cheques is valid the payment only when occurred if the cheque is cashed.

(3) devices of the buyers in delay, so the Denex GmbH is entitled to ask from the concerning time from interest at the rate of 8 percent points about the base interest rate sentence as an all-inclusive compensation. They are to be attached lower when the buyer proves a lower load; the proof of a higher damage by the Denex GmbH is allowed.

(4) If the Denex GmbH become known of circumstances which question the creditworthiness of the buyer, does not cash in particular a cheque or stops his payments, or if other circumstances become known to the Denex GmbH

which question the creditworthiness of the buyer, the Denex GmbH is entitled to put the whole rest guilt due, even if she has accepted cheques. Moreover, the Denex GmbH is entitled in this case to require pre-payments or securities.

(5) The buyer is only entitled to the compensation, retention or decrease, even if fault Rugen or counterclaims is asserted, if the counterclaims were been ascertained legally or are indisputable. The buyer is entitled to the retention, nevertheless, also because of counterclaims from the same contractual relationship.

§10 Construction Changes

The Denex GmbH reserves itself the right to carry out any time construction changes; nevertheless, it is not obliged to carry out such changes in the already delivered products.

§11 Patents

(1) The Denex GmbH will release the buyer and his buyer because of claims from injuries from copyrights, brands or patents, unless, the draught of an object of delivery comes from the buyer. The exemption obligation of the Denex GmbH is limited according to amount to the predictable damage. Additional condition for the exemption is that the guidance of lawsuits will leave to the Denex GmbH and that the maintained law breaking is to be added excluding the construction method of the objects of delivery of the Denex GmbH without connection or use with other products.

(2) The Denex GmbH has alternatively the right to escape from the obligations assumed during paragraph 1 by the fact that she procures either (a) the necessary licences with regard to the supposedly injured patents or (b) to the buyer a changed object of delivery or. Parts makes available of it which remove the injury reproach with regard to the object of delivery in case of the exchange against the abusive object of delivery or his part.

§12 Secrecy

If not expressly agreed in writing something else, they are not valid for the Denex GmbH in connection with orders to presented information as confidential.

§13 Liability

(1) Compensation claims are excluded regardless of the kind of the duty injury, including unauthorised action, untill deliberate or roughly careless action is given.

(2) Contract duties essential by injury the Denex GmbH sticks for every carelessness, however, only to the extent of the predictable damage. Claims to escaped profit, saved expenditures, from compensation claims of third as well as on other indirect and secondary damages cannot be required, unless, one state sign guaranteed by the Denex GmbH aims just to secure the buyer against such damages.

(3) The restrictions of liability and disclaimers of liability during the paragraphs 1 and 2 are not valid for claims which have originated because of cunning behaviour of the Denex GmbH, as well as with a liability for guaranteed state signs, for claims according to the product liability law as well as damages from the injury of the life, the body or the health.

(4) So far the liability of the Denex GmbH is excluded or is limited, this is also valid for employees, employees, representatives and fulfilment assistants of the Denex GmbH.

§14 Applicable Right, Legal Venue, Partial Gewgaw

(1) For these terms of business and the whole legal relations between Denex GmbH and buyer is valid the right of the Federal Republic of Germany. The regulations of the UN-purchase right find no use.

(2) So far the buyer a businessman, legal entity of the public right or public law special property is, Luneburg exclusive legal venue is immediate for everybody to themselves from the contractual relationship or indirectly proving disputes.

(3) Having to do a regulation is ineffective in these terms of business or a regulation within the scope of other arrangements or become, the effectiveness of all other regulations or arrangements is not touched from this.