

GENERAL TERMS AND CONDITIONS

Scope of validity / Scope of delivery

All business relations between Rölex Ventile Produktion GmbH (Register Court: Arnsberg, Commercial Registry No.: 1077) and any ordering party are governed exclusively by the version of these general terms and conditions that is in force at the time of placing the order, even where no explicit agreement to that effect is made. Contradictory or additional conditions on the part of the ordering party / purchaser and oral agreements are only binding as far as they have been confirmed in writing by the seller/supplier.

Conclusion of contract

All offers/quotations are without engagement. All prices quoted are binding until they are updated. A contract between Rölex and the ordering party is concluded by an order placed by fax, e-mail or telephone on the part of the ordering party and a subsequent written order confirmation issued by Rölex. Illustrations, dimensions and weights published in information and advertising materials are without obligation. Subject to typing errors, mistakes and changes.

Cancellation

Customers may cancel an order by sending a cancellation by fax or e-mail to Rölex immediately afterwards. In this case, Rölex will confirm the order cancellation in writing. In the event of valid reasons, such as default of payment or non-payment for previous deliveries, the supplier is entitled to cancel and/or refuse delivery of outstanding orders.

Prices

All prices quoted in the currency indicated are without engagement and calculated ex place of dispatch, excluding transport costs and VAT. A service fee of 10 euros is charged for orders below a minimum value of 25 euros. Deliveries outside Germany are only possible against advance payment.

Delivery

All goods ordered are placed at the customer's disposal for collection within the agreed delivery time. Unless explicitly agreed otherwise, all forwarding expenses are for the buyer's account. Any transport damages must be claimed by the buyer/ consignee against the forwarding company immediately upon receipt of the goods, and Rölex must be notified of such damages (only if Rölex is responsible for organising the transport). Shipping is effected at the consignee's risk. If products ordered by the customer are wholly or partly unavailable for delivery, the customer shall be notified without delay (by means of the order confirmation and/or direct communication). In such cases, Rölex reserves the right to withdraw from the contract. If the customer is in default with payment for an earlier delivery, the supplier is entitled to withhold deliveries and/or reject new orders without accepting liability for any damages arising from such measures.

Ownership

Open account/balance clause (business tie clause): The seller reserves retention of title to the goods until all outstanding payments for such goods have been settled in full. This also applies if some or all outstanding receivables for the account of the seller have been included in one collective invoice and the balance has been established and recognised.

Return of goods

Customers are entitled to return goods ordered against refund of the purchase price within a maximum of 14 days from receipt of the goods, in which case a service fee of 25 Euros will be charged. In such cases the goods must be returned in mint condition, in their original packaging. With the exception of production faults, all transport expenses for return shipments are for the buyer's account. The supplier must be notified in advance of any goods being returned and/or return shipments. The right to return goods does not apply to special production for

customers. In such cases the customers are only entitled to the exchange of faulty products, and the supplier has then the right to decide, at his discretion, whether the faulty products will be replaced, newly produced or their value credited to the customer's account.

Warranty and liability

The warranty period is 24 months from delivery of the goods. The supplier must be notified within two weeks from receipt of the goods of any obvious defects. In warranty cases, the supplier may, at his own discretion, either remove defects, replace the faulty goods or refund the purchase price to the customer, or credit the customer with the purchase price (replacement deliveries are made free domicile). In the event of failure to remove defects or faulty replacement delivery, the buyer is entitled to withdraw from the contract or claim a rebate on the purchase price. Claims on the part of the purchaser beyond the above-mentioned rights, in particular claims for damages, are excluded, except for damages caused by a wilful act or negligence on the part of the supplier or his vicarious agents.

Intellectual property rights

Rölex reserves its intellectual property rights to all quotes, drawings, samples, photographs, graphic artwork and other documents. Such documents must not be divulged to third parties without prior approval by the seller. In cases of customised special production, the ordering party accepts full liability for the prevention of infringement on third parties' rights by the supplier's execution of the order (including but not limited to property rights, intellectual property rights and copyrights).

Up-to-dateness of products

The product illustrations in our brochures are not always identical with the products currently available for delivery. The supplier reserves the right to deliver follow-up products. In all such cases the customer will be notified of any modifications.

Terms of payment

The prices which are valid at the time of placing the order apply. Any deductions from invoice amounts such as discounts not agreed upon, packaging or postage charges or other deductions not accepted by the supplier will remain open as outstanding receivables and will be claimed. Dunning fees and interest will be charged for payment default. Any receivables not settled upon expiry of the respite set in the 3rd reminder will be handed over to a collection agency or legal office.

Data protection

The personal data which are required to fulfil the contract are supplied by the buyer and stored by the seller for the purpose of correct execution of orders. The supplier guarantees maximum security and undertakes to protect the buyer's data from unauthorised access of any kind.

Final clause

Should one or several provisions of these General Terms and Conditions become ineffective, this has no effect on the remainder of the contractual provisions. Any ineffective provision shall be replaced by a legal provision that fulfils its purpose. The legal venue and place of execution is Arnsberg/NRW/Germany.

Rölex Ventile Produktion GmbH
Managing Directors
Stefan Schmidt
Ira Haßler

Sundern-Amecke, October 2005