Wilh. Kämper GmbH & Co KG
General Conditions of Sale
Version March 2008

1. –14. Applicable only to Customers resident in the Federal Republic of Germany

General Conditions of Sale for
Customers resident outside the Federal Republic of Germany

15. Any business transactions with customers resident outside the Federal Republic of Germany are subject to the **UN Convention on Contracts on the International Sale of Goods (UN Sales Law)** unless its contents are modified or amended by the provisions set out below. Terms and conditions of purchase of any third parties will not apply.

15.1 Our quotes and offers are binding unless explicitly referred to as non-binding.

15.2 Delivery will be EXW under Incoterms 2000.

15.3 Title to the contract goods will only pass to customer after payment of the goods in full.

15.4 Prices are ex works, excluding freight, insurance and value added tax. The prices shown in our notice of acknowledgement of the order are the binding ones. In the case that prices are fixed for a period exceeding three months, we will have the right to claim reasonable adjustment of the prices in the case that an extraordinary increase in wages or prices for primary material or any other expenses should occur. Unless otherwise agreed, payment is to be made in euros. If payment is not made when due, customer will be obliged to pay interest in the amount of 8 % above the respective European Central Bank base interest rate from the due date on. Unless otherwise agreed, our consignment invoices are due and payable to us within 10 days less 2 % discount, or, respectively, within 30 days net cash, from the respective date of invoice. We do not grant any discount in the case of repair work.

15.5 In the case of non-compliance with our technical instruction sheets or instructions for installation or if our products are somehow modified, any warranty and liability for defects will be excluded. These limitations do not apply if the customer proves that the respective defect is not due to any of the aforesaid circumstances.

15.6 Any delivered goods must be inspected immediately, i.e. without undue delay ("unverzüglich"). Notice of defects or non-compliance with contractual quality requirements must also be given immediately, i.e. without undue delay ("unverzüglich"). Such defects or non-compliance with contractual quality requirements may only be claimed within a preclusive period of 6 months from receipt of the goods; such preclusive period also applies in the case of hidden defects.

15.7 Any and all claims of customer for defects or non-compliance with contractual quality requirements are subject to a limitation period of 6 months from the date of due notice given in accordance with sec. 15.6.

15.8 In the case that the goods do not comply with the contractually agreed quality, we will have the right - notwithstanding Art. 46 of the Convention - to provide substitute delivery instead of subsequent remedy or rectification. In such case, customer is obliged to make the rejected goods available to us at our expense.

15.9 We may only be held liable for damages for non-compliance with contractual requirements if such non-compliance is due to our fault, i.e. negligence or intent on our part. Our liability for damages is limited to a maximum amount of 25,000.00 euros.

15.10. 1 Terms or deadlines for delivery must be agreed in text form ("Textform") at least. Any term for delivery will begin on the date of entering into the contract. It will not begin until any and all details of performance and implementation are clarified and mutually agreed. In the case that supply is agreed to be made in accordance with

the planning documents of the customer, the term for delivery will not begin until delivery of the complete planning documents.

15.10.2 Even in the case that the respective term for delivery was bindingly agreed, we may not be held liable for any delay in delivery or performance that is due to force majeure or any other events which substantially impede or even render supply impossible (included herein are e.g. strike, lock-out, official order etc.), including any such events occurring with our suppliers or their sub-suppliers. Given such delay, we are entitled to postpone supply and/or performance by the duration of such impediment, plus an additional reasonable lead-time or, respectively, rescind the contract in full or in part with respect to such part of the contract that has not been performed yet.

15.10.3 In the case that the impediment lasts longer than 2 calendar months, the customer has the right to rescind the contract with respect to such part of the contract that has not yet been performed, subject to prior fixing and expiry of a reasonable additional period for performance. If the term for delivery should be extended or if we are released from our obligation, the customer may not claim damages on such grounds.

15.11 Customer must ensure and warrant that any goods that are manufactured by us in accordance with customer's instructions or specifications, do not infringe any third party rights. In the case that we are held liable by a third party for alleged infringement of protective rights relating to the manufacture or delivery of such goods, customer will be obliged to indemnify us against any and all such claims. We will only take any defence action if customer requests us to do so by bindingly confirming at the same time that customer will bear any costs related to such action. In such case, we will have the right to demand provision of security with respect to the costs of litigation.

15.12 Customer is contractually bound not to use the documents and drawings made available to him or any constructive creations or proposals for the design and manufacture of cooling plants provided by us for any other than the mutually agreed purpose. Customer is not allowed to make such documents, drawings, creations or proposals available to a third party or publish or have them published in whatsoever manner without consent on our part.

15.13.1 The production equipment (tools, production facilities) comprises any objects that are manufactured for producing ordered goods and specifically serve such production process. If the parties agree that customer will bear the costs of such production in whole or in part, such costs will, as a rule, be charged separate from and in addition to the product price.

15.13.2 We will bear the costs of maintenance and due custody as well as the risk of damage to or destruction of the production equipment, up to a total output quantity to be agreed when entering into the contract. Manufacture of any substitute production equipment due to wear is subject to the provisions of sec. 12.1.

15.13.3 Following the last consignment to our customer, we will, as a rule, store the production equipment for a period of two years at no expense to customer. After expiry of such period, our contracting partner may, within a period of another 6 weeks, give instructions as to how to proceed. Storage will definitely be terminated in the case that no instructions are given and no further order is placed within the said period of 6 weeks. If a new order is placed, procedure under this section will apply again.

15.13.4 Customer will not become the owner of any of the production equipment manufactured by us, which applies even in the case that customer bears the costs related thereto in whole or in part. However, customer will have the right to withdraw the production equipment in the case of repeated delivery of inferior quality goods despite demand from customer to comply or in the case of non-delivery after having been granted a reasonable period for compliance.

15.14 In the event that any of these provisions should be invalid, this will be without prejudice to the validity of the remaining provisions of the contract.

15.15 Place of jurisdiction is that of the domicile of seller. However, we are also entitled to alternatively sue customer at its domicile (place of general jurisdiction over customer – "allgemeiner Gerichtsstand").