

The "Supplementary Terms and Conditions of Sale and Delivery for Equipment and Systems (Contracts for Work and Services)" supplement the "Standard Terms and Conditions of Sale and Delivery" of SAMSOMATIC GMBH. The "Standard Terms and Conditions of Sale and Delivery" shall remain valid unless another rule is expressly provided in these "Supplementary Terms and Conditions of Sale and Delivery for Equipment and Systems (Contracts for Work and Services)".

1. Scope of delivery and service

The scope of the delivery and services provided by the contractor shall be set forth in the hardware and software scope specified in the offer or order. Our deliveries and services shall not exceed the scope of the offer or order. Any services not stipulated shall not form part of the offer or our obligation to deliver. Our equipment prices shall apply for the specified model. Compliance with manufacturing requirements, factory norms, drawings on customer paper, special varnishing and other deviations from the SAMSOMATIC delivery standard may give rise to additional costs that shall be invoiced separately upon filing of the order.

Should it emerge during planning of the details or production of the equipment that it is necessary to deliver additional hardware or software, any associated additional expenses in this respect shall be separately invoiced.

The contractor may send an interim invoice for the additional expenses in accordance with the payment conditions of the principal order.

2. Prices

All prices are net prices plus value added tax in the amount as prescribed under German law. In the event of performance abroad, the value added tax to be charged pursuant to the statutory rules applicable in the relevant nation shall be charged in addition.

3. Payment

Contrary to section 5 of our "Standard Terms and Conditions of Sale and Delivery", the following payment conditions shall also apply:

30 % of the order value following confirmation of the order

30 % of the order value after half of the delivery time

30 % of the order value after delivery

10 % of the order value after start-up

Should the purchaser default in payment (see section 5 of our "Standard Terms and Conditions of Sale and Delivery"), the payments shall accrue interest at a rate 8 % above the respective base interest rate for the term of the default.

Additional damage may be asserted.

4. Material defects and defects under contracts for work and services

Contrary to section 8 of our "Standard Terms and Conditions of Sale and Delivery", the following restrictive warranty conditions shall be apply to any additionally purchased third party equipment, software products and services.

4.1. Additionally purchased third party equipment

The warranty for third party equipment shall be 12 months from acceptance, and a maximum, however, of 18 months following delivery. The warranty for third party equipment shall be restricted to SAMSOMATIC's warranty claim vis-à-vis its own sub-supplier.

4.2. Licensed software

The warranty shall be based on the terms and conditions of the software license agreement.

4.3. Services and individual software

The warranty for services and individual software shall be 12 months from acceptance, and a maximum, however, of 18 months following delivery. The purchaser is aware that based on current state-of-the-art technology it may be guaranteed that software is free and clear of errors only to the extent that the software functions were tested in accordance with an agreed test specification.

4.4. Warranty for deliveries abroad

The user agrees to send defective equipment free of charge to SAMSOMATIC with a description of the error. Repairs shall be carried out free of charge for the user, or SAMSOMATIC shall, at its discretion, deliver substitute equipment free of charge. Transport back to the user shall be free of charge until the German border. Should guarantee work by SAMSOMATIC employees be necessary abroad, SAMSOMATIC shall assume the personnel costs and travel costs until the German border. Any and all additional expenses (overnight accommodation costs, travel costs, expenses, etc.) shall be borne by the purchaser.

5. Provision

The ordering party shall be responsible for timely and proper provision (material, personnel, etc.). The ordering party shall be liable for the quality and suitability of the provided material and shall bear the risk associated therewith. We shall not be liable for any defective work on the part of personnel provided.

6. Export provisions

The products may be subject to European, German and/or US export provisions.

Any export requiring authorisation shall require the consent of the authorities. In addition, a duty to acquire authorisation for export may arise due to the purpose and final location of the products.

The purchaser shall review the relevant export provisions.

Valid from October 1, 2005

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