

General Terms and Conditions for Doing Business with Temes Engineering GmbH

Rev. 1/2007

IMPORTANT NOTE:

The terms and conditions described in this document are a translation of the original German text and are for reference purposes only. Only the original German version of the general terms and conditions (ALLGEMEINE VERKAUFS- UND LIEFERBEDINGUNGEN DER Temes Engineering GmbH Rev. 1/2007) is and will always remain applicable, valid, and legally binding. Temes Engineering is not responsible for any errors, errors in translation, or omissions in this document.

1. General

The following general terms and conditions shall apply to all goods, services, quotations and contracts between Temes Engineering and their customers. These terms and conditions may be amended by special conditions of contract for individual deliveries and services. These terms and conditions also apply to all future contracts, even if they are not expressed or agreed to again. For the purpose of the contract no other conditions are acceptable. All other agreements whether made in person or by telephone or cable must be confirmed in writing by Temes Engineering in order to become legally valid. These terms and conditions apply and are considered agreed to by the customer with the delivery and acceptance of the goods or services from Temes Engineering, even if the customer's own terms and conditions are indicated. The customer's conditions of contract are not applicable, unless they are expressly accepted by Temes Engineering in writing. Temes Engineering is not obligated to accept any customer conditions, even if these other conditions are not expressly rejected by Temes Engineering.

2. Initiation and Conclusion of the Contract

All offers and quotations provided by Temes Engineering remain open and are not binding. All other agreements whether made in person or by telephone or cable must be confirmed in writing by Temes Engineering in order to become legally valid. This also applies to changes made after the completion of the contract. All documents belonging to an offer including pictures, graphics, drawings, or weight and size specifications, are approximations and are not binding unless explicitly indicated as such. Temes Engineering reserves the property and copyright of all software, drawings, designs, descriptions, plans, concepts and all other documents created by them. They shall not be disclosed to third parties without expressed written consent from Temes Engineering.

3. Pricing

The prices stated by Temes Engineering in the order confirmation are net prices in EURO exclusive of the applicable amount of value added tax. Charges for special packaging and transport are added and have to be borne by the customer unless otherwise expressly agreed. Temes Engineering reserves the right to raise the price to an appropriate level to cover extra costs should the business conditions change between the date of the contract and the date of delivery.

4. Delivery Periods and Delivery Dates

The delivery periods and dates stated by Temes Engineering are not binding unless otherwise agreed to in writing. It is assumed that the customer has fulfilled all conditions and obligations in a timely manner to allow the delivery of the goods or services on time. The delivery time is considered to be met when the goods or services are delivered or ready to be delivered up to and including the delivery date and the customer has been notified.

Temes Engineering shall not be held liable for any delay or impairment of service due to forces or events that delay delivery or performance of the service or make it impossible - such events are for example natural disasters, strikes, lockouts, official orders or breakdown of communication networks and gateways of other common carriers, unplanned material shortages, unplanned technical operation interruptions, unplanned personnel shortages, shortage of transport carriers, etc. This also applies to such delays which may occur for our suppliers and their suppliers. Such events shall entitle Temes Engineering to postpone or suspend the delivery of the goods or service

for the length of time of the interference plus an adequate restarting time or to cancel the not completed portion of the contract. Temes Engineering reserves the right to store the goods at the cost and risk of the customer, assuming a suitable storage area is free and available, should the delivery of the goods or services be made impossible due to the occurrence of impairments as described above, which are not the responsibility of Temes Engineering. Temes Engineering is entitled to make partial shipments or deliveries of goods or services at any time and to bill the customer for the partial shipment correspondingly. Unless stated otherwise, scheduled orders are required to be delivered in time intervals spaced as evenly as possible over the entire length of the order period. Products not delivered within the order period can be cancelled without liability and without responsibility for damages. The billing for remaining undelivered products or services of scheduled orders can be done at any time after the end of the order period. Temes Engineering reserves the right to store any undelivered products for scheduled orders at the cost and risk of the customer in a suitable location, after giving the customer a written notification in advance.

5. Risk of Damage, Loss and Dispatch

As soon as the goods as defined in the contract are delivered into the charge of the customer or the forwarding agent, or the goods have left our facility for the purposes of transport to the customer, the risk is transferred to the customer. This shall also be valid for incidental damage, degradation, or loss or any other kind of loss of value of the goods as defined in the contract. The method and route of transport are determined by Temes Engineering. The cost of the transport is determined by the terms and conditions on the date of the calculation of the transport costs. The customer is responsible for all costs resulting from any changes made to or any other changes or factors affecting the cost of the transportation of the goods such as the date, type, end location, route, or method of shipment. The customer has the right to instruct Temes Engineering to insure the goods for shipment. This is done at the cost and risk of the customer. Should delivery be delayed by circumstances under the control of the customer, the risk of loss, degradation, or damage of the goods is transferred to the customer starting from the date that the goods are ready for delivery. Should the receiving of goods be delayed, the risk of loss, degradation, or damage of the goods is transferred to the customer starting from the date of the receiving delay.

6. Guarantee

All goods must be inspected for damage upon receipt in accordance with proper purchasing and receiving procedures. Possible complaints on the basis of open or obvious damage of the delivered goods must be reported immediately, or at the latest within 14 days of receipt. Hidden damages which can not be determined during the receiving inspection can only be claimed to Temes Engineering if they are reported within 12 months of the goods leaving our premises for the purpose of shipment to the customer. Valid reclamations are guaranteed to be repaired or replaced without cost as determined by Temes Engineering. Should the repair or replacement also be defective, the customer has the right to a price reduction or to make the purchase contract invalid. The right to make the purchase contract invalid does not apply for minor or small reclamations. Temes Engineering is not responsible for any loss or damage resulting from incorrect information or data from the customer, the use of wrong or inappropriate materials or settings, incorrect maintenance, improper operation, operation that does not conform with the instructions, use of replacement parts from other suppliers, corrosion, or as a result of normal wear. Temes Engineering does not offer a legal guarantee of any kind. Supplier guarantees are not affected. Used products are sold "as is" without any guarantee or responsibility for Temes Engineering.

7. Liability

Temes Engineering is liable for damages within the framework of statutory regulations insofar as intent or gross negligence can be proven and is in breach of a basic contractual obligation (cardinal obligation). Liability is excluded in case of slight negligence. If no intent or gross negligence can be proven, the claim for damages is restricted to such foreseeable and typical damages whose occurrence is to be prevented by the cardinal obligation or guarantee. The claim for damages is also limited in this way for damage resulting from intent or gross negligence of employees, or other persons who are not in a managing position for Temes Engineering. All limitations of liability mentioned do not apply for claims of product liability. The above-mentioned limitations to liability do not apply to claims involving death, personal injury and damage to health or to rights. Temes Engineering is not liable for any other claims for damage or liability of any kind. Temes Engineering rejects any claim for damage or responsibility that is not a direct part of the product as delivered.

8. Additional Obligations

Customer claims resulting from improper, wrong, or missing advice or recommendations from Temes Engineering or from other contractual obligations are treated as described in sections 6 and 7 above.

9. Repair and Maintenance Services

These terms and conditions apply for repair and maintenance services.

10. Payment

All invoices are payable within 30 days of the date on the invoice without any deductions unless otherwise expressly agreed in writing. Discounting of the invoice amount, including any discounts for immediate payment, always require a special agreement in writing. Payment by any means other than electronic transfer requires a special agreement in writing from Temes Engineering. Temes Engineering reserves the right to reject payment made by check or bills of exchange. Any receiving of these is not considered acceptance of payment. Any discount or exchange expenses are to be paid by the customer and are due immediately. If the customer fails to balance an invoice on time, which occurs 30 days after the date on the invoice, Temes Engineering shall be entitled to charge interest for overdue accounts at a rate of 8% above the basis rate according to the "Diskontsatzüberleitungsgesetz" (DÜG) (bank rate law) of the German Central Bank. The interest for arrears can be assessed at a higher rate if Temes Engineering proves charge at a higher interest rate. Temes Engineering reserves the right to require payment immediately should the customer not fulfil the obligation of payment on time, the checks or bills of exchange are not be cashed, in the advent of a stop payment, or if a bankruptcy process is filed that involves the assets of the customer. Temes Engineering reserves the right to cancel the contract and stop delivery of any goods without liability and no claims for damages from the customer. We are entitled to apply any payment to older debt, even if the customer requests otherwise. The customer will be informed of this method of payment. If other costs or interest charges have accumulated, we are entitled to apply any payment first to the costs, then to the interest, and lastly to the product or service being billed. The customer does not have the right to withhold services when doing business with a company. The customer does not have the right to withhold payment, especially not in case of defective products, unless abatement is approved in writing by Temes Engineering. The customer shall only be entitled to charge Temes Engineering if his counterclaim is uncontested, determined to be legally valid, or is acknowledged in writing by Temes Engineering.

11. Reservation of Title

Temes Engineering hereby reserves the right of ownership of all goods or documents delivered. Ownership shall be transferred to the customer only after payment has been received in full and all contractual obligations have been fulfilled by the customer. The customer is entitled to handle and use the reserved goods in a normal business process. This entitlement ends if payment becomes overdue, a stop payment occurs, or if a bankruptcy process is filed against the assets of the customer. Modifying, enhancing, or changing of goods is done only by Temes Engineering as the supplier, and is without obligation. Should the products be modified in such a way that the modification can not be reversed (a permanent modification), it is hereby now agreed, that the material value (billed value) of the goods is transferred to Temes Engineering. The customer shall keep, store, save, and maintain the delivered products subject to the reservation of title at his own cost. The customer is entitled to handle and use the products subject to the reservation of title in a normal business process as long as the payment is not overdue, no stop payment occurs, no bankruptcy process is filed against the assets of the customer, and no such danger exists from a third party. Any claims resulting from resale or from another legal basis (e.g. insurance) of the products subject to the reservation of title (including all payment demands) are now and immediately fully transferred to Temes Engineering for purposes of security. Temes Engineering allows the customer, with the right of refusal for Temes Engineering, to use the claims transferred to Temes Engineering in their own name and to apply them against our invoices. This transfer authorization can only be refused if the customer has not fulfilled his payment obligations. In the event of third party interventions in the form of seizures or other such actions on the products subject to the reservation of title, it is the obligation of the customer to point out the ownership by Temes Engineering and to immediately inform Temes Engineering of the action in writing. If the customer is in breach of contract, especially if payment is overdue or through measures by a third party, Temes Engineering is entitled to cancel the contract and to reclaim the products subject to the reservation of title, including moving them to our

storage facilities. The customer hereby agrees to allow the person, persons, or agent for the purpose of transport and their vehicles access to the storage area where the products subject to the reservation of title are stored. The customer shall keep the delivered products subject to the reservation of title and insure them against risks in storage, robbery, theft, fire, water damage and vandalism at his own cost until payment is received in full by Temes Engineering. Proper storage must be demonstrated if demanded by Temes Engineering. Temes Engineering is obligated to release the securities we are entitled to if demanded by the customer if the value of the claim, assuming the claim has not been balanced, is not over 20% of the value of the claim. The customer has no rights to seize or use the products subject to the reservation of title as a security. The rights from the reservation of title, including all the delivery, payment, and other special conditions, are valid until a full and complete release and completion is achieved from obligations that Temes Engineering may have agreed to in the interest of the customer. These may include check payment clearance, exchange rates and other such transactions.

12. Disposal and Recycling of Electrical and Electronic Devices

If the customer is subject to the laws regarding disposal and recycling of electrical and electronic devices, he can, upon the completion of the contract, request in writing that Temes Engineering handle the proper and lawful disposal of the products. This will be done at the cost and risk of the customer. In all other cases, the customer is responsible for the proper and lawful disposal of all products which are subject to any laws regarding the disposal of electrical and electronic devices. The customer hereby releases Temes Engineering and all of their suppliers of any and all obligations required by section 10 of the Electrical and Electronic Equipment Act, or ElektroG (producer obligation to take back waste electrical and electronic equipment) and any third party claims. Should the goods subject to laws regarding disposal and recycling of electrical and electronic devices be sold or passed to a third party by our customer, it is the responsibility of our customer to contractually obligate the third party to properly dispose of the goods in a proper and lawful manner at their own cost and risk. Should the goods again be sold or passed along to another party, the obligation of proper and lawful disposal must also be contractually passed along. Should our customer not contractually obligate third parties to dispose of the goods in a proper and lawful manner, then our customer accepts the responsibility to take back the products and properly dispose of them at their own cost and risk. The acceptance or release of obligations for Temes Engineering does not take effect before 2 full years after the end of the useful life of the product. This time starts only when a written request is received by Temes Engineering informing us of the end of the useful life of the product and the intention to dispose of it in a proper and lawful manner.

13. Court of Jurisdiction and Place of Performance

The domicile of both parts of Temes Engineering in Wargau, Germany is the place of performance for all rights and obligations arising from the contract such as delivery, performance of service, and payment. All claims arising from the contract (including claims for checks, exchange, and other certifications) shall be filed with the court of jurisdiction at Munich, Germany. The applicable laws are those of the Federal Republic of Germany. United Nations rules or rights are not applicable.