

1. Sphere of Application

1.1 Principally these General Conditions of Export (hereinafter referred to as "GCE") apply to all deliveries, services and offers of taberna pro medicum GmbH, Germany (hereinafter referred to as "tpm"), provided that they have not been modified or excluded expressly and in writing. All deviating conditions are rejected and shall not form part of any contract, even if tpm does not declare his rejection expressly and in writing.

2. Conclusion of the Contract, Prices, Packing and Packing Costs, Dispatchment, Transport Insurance

2.1 Any offers of tpm are without obligation. If tpm has fixed a time for acceptance in its written and firm offer, the contract shall be deemed to be concluded, when the buyer before expiration of such period has dispatched a written acceptance, as long as such acceptance reaches tpm at least within 3 days after the fixed expiration date. The contractual content is defined by the technical specification of tpm.

2.2 All prices are for delivery ex works of tpm (EXW-Incoterms 2000), packing costs and German Value Added Tax excluded (refer to 2.3 and 3.1). Buyers from inside the European Union have to indicate their VAT-Ident.-No. at the formation of the contract. buyers from outside the European Union are not charged with German VAT.

2.3 Unless otherwise agreed packing shall be at the discretion of tpm and shall be charged at self-cost. The buyer is obliged to dispose of all packing materials.

2.4 The goods are dispatched on charge and at the risk of the buyer. tpm shall not provide for transport insurance.

2.5 Mounting and installation of the delivered machinery and auxiliary equipment is the buyer's obligation. If tpm in case of an additional express agreement is obliged for mounting or installation and/or to put the appliance into operation, his General Conditions of Installation are applicable additionally.

3. Delivery, Passing of Risk, Declaration

3.1 Unless otherwise agreed in writing, all deliveries will be effected exclusively ex works of tpm in Germany (EXW Incoterms 2000 refer to no. 2.2). Any agreed deviating trade terms shall be interpreted according to the Incoterms of the International Chamber of Commerce, Paris.

3.2 Partial deliveries are permitted.

3.3 The risk shall pass to the buyer as soon as the goods are handed to the shipping company, the shipping company's designated contract partner or to other persons who are entitled by tpm.

3.4 Unless otherwise agreed in writing, all deliveries on loan (systems, probes, applicators) are subject to charges.

4. Time for Delivery, Delay, Cancellation of the Contract

4.1 Any dates of delivery are without obligation and only binding if agreed expressly and in writing. The period of time for delivery begins to run with dispatchment of the sales confirmation, but neither prior to the production of all documents, licenses, permits and further formalities which are required of the buyer, nor before receipt of the agreed advance payments.

4.2 If tpm is responsible for delay of delivery, the buyer, after 3 weeks of delay - excluding other claims - is entitled to liquidated damages - if he substantiates that he has incurred damages - for each further full week of delay, payable at a rate of 0,5 % - but not exceeding 5 % in total - calculated on the value of that part of delivery which, as a consequence of the delay, cannot be used as intended. No. 7.5 applies accordingly.

4.3 If the maximum liquidated damages according to no. 4.2 are reached the buyer - after he has fixed an additional reasonable period combined with the announcement that acceptance of delivery will be refused - may notify tpm in writing of the termination of the contract in respect of that part of the goods which are delayed, except where tpm delivers prior to termination.

4.4 If the buyer is in delay with an essential contractual obligation, tpm is entitled to extend the period of time for delivery according to the period of delay. No. 5 applies analogously.

4.5 Exchange of goods is excluded.

5. Acceptance of Delivery

The buyer bears all costs of storage, insurance, protection measures etc., arising from any delayed acceptance. Without further proof the buyer must pay per week of delay liquidated damages of at least 0,5 % of the order value, but not exceeding 5 %. tpm may demand, by notice in writing, the buyer to accept delivery within an additional period of time if the buyer has not accepted delivery at the fixed time of delivery. Nevertheless, this does not affect tpm's claim to the purchase price. After expiration of the additional period tpm is entitled to terminate the contract in whole or partly by notice in writing and claim damages.

6. Payment

6.1 Unless otherwise agreed, all payments must be effected by advance payment at least 2 weeks prior to the date of delivery. The "Uniform Customs and Practices for Documentary Credits" of the International Chamber of Commerce, Paris, are applicable. All payments shall be effected in EURO without regard to any deviations of the currency exchange rate and without any reduction or discount "free pay office" of tpm.

6.2 In case of late payment, tpm is entitled to interest from the date on which payment was due. The rate of interest shall be 8 % p.a. above the prime bank rate of the European Central Bank. tpm in so far may suspend performance of the contract. If the buyer has not paid the agreed amount within a reasonable additional period not to exceed 1 month after the payment was due, tpm shall be entitled to terminate the contract by notice in writing and claim compensation for any loss, it has incurred.

6.3 If any particular circumstances create considerable doubts regarding the buyer's creditworthiness, all claims resulting from the whole business relationship shall become due immediately. tpm is entitled to demand delivery against advance payment as well as advance payment before production release. Sentence 1 applies accordingly regarding tpm's delay in payment for any contract. If payment in installments is agreed and the buyer delays more than 10 % of the owed purchase price, the entire purchase price shall become due immediately.

6.4 tpm is entitled to demand advance payment of two thirds of the purchase price regarding customer specific products or variations of those, payable on the order.

6.5 Payment reductions for shipping charges, payment transfer costs or other charges will not be accepted by tpm. In case the buyer falls into arrears with his payment, tpm is entitled to debit the buyer with interests based upon § 247 paragraph 1 code of German Civil Law (BGB). tpm is entitled to balance the buyers payments towards older debts, despite any contrary terms of purchase of the buyer. tpm is entitled to balance payments first towards costs, second towards the interests and at last towards the liability itself.

7. Liability for Conformity of the Goods

7.1 (Duty of examination and notification) After acceptance, the buyer must examine the goods without delay. Therefore he must observe the recognized industry standards. In any case, the buyer loses the right to rely on a lack of conformity of the goods if he does not give notice to tpm, exactly specifying the nature of the lack of conformity, as soon as he has discovered it or ought to have discovered it. After arrangement with tpm the buyer is responsible for the securing of all proofs. tpm has to be informed about any transport damages without delay. A written confirmation of the carrier regarding such damages has to be sent to tpm.

7.2 (Handling and storage) The proof of careful treatment and adequate storage of the goods devolves on the buyer.

7.3 (Remedy of defects, substitutional delivery) If the goods do not conform of the contract, tpm may remedy the lack of conformity at first and at its own discretion within four weeks after the buyer's request and, even if the defects are substantial, by repair or substitutional delivery. Any repairs must be effected at the place of business of the receiver agreed in the contract. If such receiver's place differs from the buyer's place of business, this must be disclosed to tpm. Otherwise the latter shall not bear any thus increased costs. The buyer - on reasonable demand and according to the directions of tpm - is obliged to participate in any repair works against reimbursement of his expenses.

7.4 (Pro rata reduction, termination of the contract) If tpm fails to remedy the lack of conformity according to no. 7.3 by repair or replacement, the buyer is entitled to a reasonable pro rata reduction of the purchase price. If the lack of conformity is fundamental, the buyer may fix a final period for fulfillment and after fruitless expiration of such final period demand termination of the contract.

7.5 (Exclusion of further claims for damages caused by defects) Save as stipulated in no. 4.2, 4.3 and 7.1 through 7.4, 9. and 10. tpm shall - without regard to the legal reasons - not be liable for any lack of conformity and damages. This applies to any damages caused by the defect, including losses of production, profit or other indirect losses, whatsoever (losses and damages not incurred in the delivered goods themselves). In case of responsibility for a fundamental breach of contract tpm is liable also in case of gross negligence, but only for typical contractual losses which could have been reasonably foreseen. tpm in any case is liable, however, for gross negligence, for particularly rendered guarantees, fraud, culpable caused damages to life, body or health or if there is liability regarding physical injuries or damages to private items under German or foreign product liability laws.

7.6 (Deviations customary in trade, changes in construction) Deviations, which are customary in trade, regarding quantities, measures, quality, weights etc. are permitted. Equivalent changes in construction are reserved.

7.7 (Observation of tpm's instructions) Instructions of tpm about the further manufacturing or application of the goods must be observed by the buyer, otherwise claims based on defect are not acknowledged.

7.8 The warranty is limited to 12 month for original goods, starting with the assignment of the risk according to no. 3.3. This term of limitation does also apply for the replacement of subsequent defects, unless no claims are made for tort. Excluded of any warranty are cables, tubes, filters and consumer goods for those tpm has a working guarantee of 30 days. The warranty does only apply if the maintenance is done at regularly intervals as specified. The warranty does not apply in cases of improper use, handling mistakes or improper repairs not authorized by tpm in writing. The warranty for used products is excluded in any case.

8. Tools, Plans, Soles materials, Secrecy

8.1 tpm is entitled to dispose at its discretion of any tools produced for particular (customer specific) parts within one year after performance of the last order.

8.2 All rights regarding tpm's samples, tools, devices, drawings, drafts and plans, especially patent-, copy- and invention rights shall remain property of tpm. All sales materials such as catalog's, sample books, price lists etc. which have been placed at the buyer's disposal, remain property of tpm and shall be returned to tpm on demand.

8.3 Any documents pertaining to an offer, such as pictures, drawings, weights, measures, capacities or date on further qualities and other information about the contractual products and services, are only binding approximately. All proprietary and copyrights regarding informations of tpm - also in electronic form - remain with the latter.

8.4 The contractual parties agree to keep secret all commercial and technical details of their mutual business - as long as not in the public domain. This also applies to the items mentioned in no. 8.2 and 8.3, which also shall not be disclosed or made available to any third party.

8.5 The contractual parties shall also ensure that their subcontractors will be under the same confidentiality obligation as set out in no. 8.4.

9. Liability for subsidiary Duties

tpm is only liable for the contractual or pre-contractual subsidiary duties according to the provisions of no. 4, 7.5 and no. 11.

10. Non-Performance, Impossibility, Unability

As far as tpm is unable to deliver in whole or partially, the buyer may terminate the contract by notice in writing to tpm in respect of that part which is not delivered, save where acceptance of partial performance should be an unreasonable demand. No. 7.5 and 13 apply accordingly.

11. Act of God

11.1 Each party shall not be liable for non-performance, if performance is prevented by circumstances beyond the party's control or especially by one of the following circumstances: fire, natural disasters, war, seizure, requisition, prohibition of export, embargo or other authority measures, general shortage of materials, restrictions in the use of power, industrial disputes or if a breach of contract of subcontractors is caused by any such circumstances.

11.2 Each party may, by notice in writing, terminate the contract if performance is being prevented for more than 6 months according to no.11.1.

12. Further Responsibility of tpm

Save as expressly stipulated in this GCE, all further contractual or legal claims against tpm are excluded, especially claims for termination of the contract, price reduction or damages of any kind, including such damages which have not incurred in the subject of delivery itself. No. 7.5 sentences 3 and 4 apply accordingly.

13. Term of Limitation

All claims of the buyer based on a lack of conformity with the contract shall be superannuated within 12 months calculated from the passing of risk (no. 3). tpm's liability is limited to any lack of conformity, which appears within this period.

This does not affect the lawful superannuation in regard of intentional or malicious conduct or legal claims according to product liability laws or because of installation of the delivered products into buildings.

14. Retention of Title and Ownership

14.1 All delivered goods remain property of tpm until all its purchase price claims resulting from the whole business relationship are fully paid for, as far as such retention of ownership is valid under the applicable law. If the validity of the retention of ownership is subject to special conditions or regulations in the country of destination, the buyer is responsible for the observation and compliance with those conditions or

regulations. He shall inform tpm thereof. Any bills of exchange or checks are only deemed to be fulfillment with receipt of the entire payment.

14.2 The buyer shall assist tpm in taking any measures necessary to protect tpm's ownership and title to the product in the country concerned. The buyer shall inform tpm if any dangers regarding the property of tpm should occur. This applies especially to disposals of third parties or authority measures.

14.3 tpm - after a reminder - is entitled to take back any goods delivered under retention of title after fruitless expiration of a reasonable additional period noticed to the buyer if the buyer does not fulfill his contractual obligations, especially if payment is delayed. tpm is not obliged to fix an additional period if there are legal exceptions.

14.4 The buyer shall insure the delivered goods at his costs against theft, fire, water damages and other risks for the time until full payment is effected.

14.5 If the value of all securities exceeds the value of all secured claims by more than 10 % tpm shall, upon request, give up securities at his discretion.

15. Miscellaneous

15.1 All contractual rights and duties of the buyer are not assignable.

15.2 Modifications, amendments or further subsidiary agreements to this GCE are required in written form.

15.3 Any contract conducted under this GCE shall remain valid although single conditions should be or become invalid.

15.4 The buyer only is entitled to set-off claims or to suspend contractual performance regarding claims which have been awarded by the courts.

15.5 (Trade marks, trade names, marketing, industrial property of tpm) Only with the prior written consent and only in the interest of tpm the buyer is allowed to make use of or to have registered any trademarks, trade names or other signs of tpm.

15.6 (Industrial property of third parties) The buyer is responsible that industrial property rights of third parties are not infringed due to its directions regarding forms, measures, colors, weights etc. The buyer shall indemnify tpm, including all costs and expenses occurring before and outside the courts and assist tpm on its demand in any litigation against claims of third parties based on infringement of the aforesaid industrial property rights.

15.7 The buyer is not allowed to sell any tpm product into a territory, where tpm has an exclusive sales contract with another distributor. If any tpm product shall be exported from the country it has been purchased, it is necessary to get a written permission from tpm.

16. Compliance with Law

tpm is responsible for the compliance with the relevant German regulations, which are decisive unless otherwise agreed and as far as products made in Germany are exported. The observation and implementation of the relevant foreign trade law (e.g. import or foreign exchange licenses etc.) and further laws outside Germany is the buyer's obligation.

17. Place of Performance, Court of Jurisdiction, Applicable Law

17.1 Place of performance shall be the works of tpm.

17.2 All disputes arising out of or in connection with contracts under these GCE shall be finally settled without recourse to the courts, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris, by one or more arbitrators designated in conformity with the said rules. Place of arbitration shall be D-21335 Lüneburg, Germany.

17.3 Instead the arbitration court provided for in no. 17.2 the competent state courts in D-21335 Lüneburg, Germany shall make final and binding decisions, regarding disputes with buyers from one of the European Union member states or the European Free Trade Association (EFTA, particularly Iceland, Liechtenstein, Norway and Switzerland).

17.4 tpm in any case is entitled to invoke the state courts at the place of business of the buyer. In so far the competence of no. 17.2 and 17.3 will become obsolete.

17.5 All contracts concluded under this GCE shall be subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11.04.1980. Subsidiary substantive and procedural law shall be that in force at tpm's place of business in Germany.

18. Data Processing, prior Conditions of Sales

18.1 tpm and its affiliates are entitled to store and process any data in connection with business affairs in compliance with the German laws.

18.2 All prior General Conditions of Export or other General Business Conditions are obsolete.