

General Terms and Conditions

I. General provisions

1. Sale, delivery, rental or other services rendered by Lang AG (hereinafter known as "Lang") shall be exclusive in accordance with the following terms and conditions, which shall be regarded as having been accepted by the Buyer or Hirer (hereinafter known as "Customer") upon the receipt of the goods or service. Opposing regulations have to be accepted by us in writing. By placing an order with Lang on the basis of an offer submitted in accordance with these terms and conditions of business or by accepting the goods or service. The Buyer or Hirer accepts the sole validity of these general terms and conditions of business.

2. All offers made by Lang shall be subject to change without notice and shall not be binding. Written offers made by Lang shall only serve as invitation to the Customer to submit a corresponding offer on his part. These offers will only be accepted by Lang if they are confirmed in writing. The drawings, diagrams, dimensions, weights or other specifications belonging to an offer shall only be regarded as approximated values.

3. Deliveries are for the account and at risk of the Customer. Risk is passed over to the Customer as soon as the consignment is handed over to the haulier or freight forwarder or when it leaves the Lang warehouse for the purpose for dispatch. If delivery is delayed as a result of circumstances for which the Customer is to blame, the risk shall be passed over to the Customer on the day on which he is notified that the consignment is ready for dispatch. Any return consignments of goods not accepted by the Customer shall be for the account, and at the risk of the Customer, providing that Lang is not responsible for the return consignment.

4. Invoices have to be paid by the Customer in full by the agreed payment date. Lang will be entitled to demand a deposit or prepayment irrespective of the Customer's terms and conditions of business. Lang will be entitled to offset payments made by the Customer against older debts. If costs and interest have already been occurred, to offset payments made against the costs first of all, then interest and finally against the main account. Payments will only be regarded as having been paid once. Lang can demand interest of 5 % p.a. above the bank rate charged at that time by the European Central Bank. Lang reserves the right to assert a further claim for damages incurred. Lang shall be entitled to make the entire debt payable if the Customer either fails to honour his payment obligations or defaults, or a cheque issued to Lang is dishonoured or if the Customer discontinues with the payment of instalments or if an application is filed to instigate, insolvency proceedings on his assets or if the Customer has made an affirmation in lieu of an oath. Unforeseen events for which Lang is not to blame, regardless of whether these should occur to Lang or to one of his suppliers, such as strike, lock out, accident damage or etc., shall entitle Lang to withdraw from the contract or to extend the beginning of the rental period or delivery date by the duration of the hindrance. The Customer shall not be entitled to assert a claim for damages or compensation as a result. If for purchases Lang is not in a position to supply the Buyer with the goods by the end of a reasonable subsequent period for delivery set by the Buyer, the Buyer shall consequently be entitled to withdraw from the contract. If, following a second payment reminder, the Buyer does not pay part or the entire purchase price within the reasonable period of time set by Lang, Lang shall consequently be entitled to withdraw from the contract. If the equipment has already been used by the Buyer, Lang shall consequently be entitled to have his expenses reimbursed in line with normal rent payable for the amount of time the equipment has been used.

II. Terms and conditions of hire

1. The Hirer shall have to comply with all obligations incumbent upon him and connected with the possession or use and maintenance of the rented goods. He shall also have to observe the manufacturer's and Lang's maintenance and usage instructions. He shall be liable for all damage to the rented goods and accessories caused by him or by third parties occurring during the rental period. The Hirer shall bear responsibility for the accidental loss as well as accidental damage. In the event of a total damage, the Hirer is liable for the full cost of replacement of the damaged material. In the case of theft the hirer shall provide a report made by the police.

2. At the request of the Hirer, Lang can insure the rented goods in favour of the Hirer against damage or loss, but not against damage and loss occurring as a result of negligence, intent or incorrect use by the Hirer. The Hirer shall be invoiced for the costs of insurance amounting to 7% of the rental fee.

3. The Hirer shall be obligated to notify Lang of any possible defects or damage to the rental goods immediately. In this case, provided that Lang is to be made responsible for the defect or damage, Lang is to be given an opportunity to rectify the damage or defect to the rented equipment or to provide other equivalent equipment. If the Hirer fails to notify a defect or damage, he shall forfeit his right to have the rental fee reduced. If the rented goods fail, the compensation for damage shall be limited to the rent. The Hirer shall undertake to exempt Lang from all third party claims asserted against Lang in connection with renting appliances. Lang's right to exemption against the Hirer shall also include the costs incurred by the Hirer for warding off third party claims.

4. The Hirer shall be obliged to inform Lang immediately, and to handover all documents, if the rented equipment is illegally pledged or a claim is otherwise made on it by third parties. The Hirer shall bear the costs necessary for warding off such third party intervention.

5. When the equipment is operated with the software to be used, the software may only be used in accordance with the terms and condition of the licence holder. The

hirer shall exempt Lang from all claims damages as compensation in the event that the software is not used in accordance with the terms and conditions.

6. If, irrespective of reasons, the Hirer withdraws from the rental agreement, Lang may demand cancellation costs (AW = order value) - up to 30 days prior to the beginning of the rent: 30 % of the AW - up to 14 days prior to the beginning of the Rent: 40 % of the AW. - up to 8 days prior to the beginning of the rent: 50% of the AW and from 7 days up to the beginning of the rent: 100 % of the AW.

7. Provided that no agreement has been made to the contrary, the Hirer may return the rented equipment to Lang immediately when the agreed rental period expires at his own cost and risk. If it is returned late, interest will be invoiced subsequently. Besides which if necessary, the Hirer shall bear the costs for Lang having to rent the same equipment to fulfil his obligations to other clients. If the rented goods are not returned in a proper condition, the Hirer - irrespective of other claims for damages for compensation which may be asserted against him - shall have to pay rental fee/cost for the time in which the rented goods are repaired.

III. Terms and conditions of sale

1. The delivered goods shall remain the property of Lang until all accounts created by the business relationship including all subsidiary claims have been paid in full. The Buyer shall keep the property in safe keeping for Lang free of charge. Goods, to which Lang is entitled to ownership, shall be described below as goods subject to reservation of title. The Buyer shall be entitled to sell goods subject to reservation of title in proper commercial transactions as long as he is not in default with his payments. The Buyer shall undertake only to sell on goods subject to reservation of title until he has paid for them in full. The Buyer shall assign to Lang here and now, as a security and accounts created by the resale or other legal reasons (e.g. insurance, illegal acts) with regard to the goods subject to reservation of title in full amount to the final invoiced amount including value added tax. Lang accepts the assignment here and now. Lang authorises the Buyer to collect the accounts assigned to Lang in his own name for the account of Lang. Lang can revoke this collection authorisation at any time if the Buyer does not fulfil his payment obligations properly. Upon request by Lang, the Buyer shall disclose the assignment immediately and pass over to Lang the information and documents required to collect the account. Pledging and assignment by bill of sale as security for third parties is not allowed.

2. Should a defect in the goods arise within the warranty period, Lang shall replace or repair the defective part if the defect is notified in time. The warranty period is 12 months, provided that it is not a purchase of consumer goods, and shall begin on the date of delivery. The part to be repaired shall normally be repaired at Lang's premises, having been returned by the Buyer. The Buyer must notify the defect in writing immediately upon receipt of the goods and within a week of delivery at the latest. The defective parts delivered are to be kept ready for inspection by Lang in the condition in which they are in at the point in time at which the defect was notified. A breach against the above obligation shall invalidate any warranty claim asserted against Lang. The arrangements in the above regulation shall not apply for used equipment supplied without a warranty. Provided that it does not concern the purchase of consumer goods, the obligation under a warranty shall exist for 6 months. No other claims for compensation for damages shall be admitted, provided that the damage incurred has not been caused intentionally or through the gross negligence of Lang or its agents.

IV. Final provisions

Amendments to our contracts must be made in writing. Should a provision in a contract be invalid, this shall not affect the validity of the remaining provisions. The place of fulfilment is Lang's premises at Schlosserstraße 8 in 51789 Lindlar. Place of jurisdiction is Amtsgericht Wipperfurth, Germany. German law shall be regarded as having been agreed for any business taking place outside the Federal Republic of Germany.