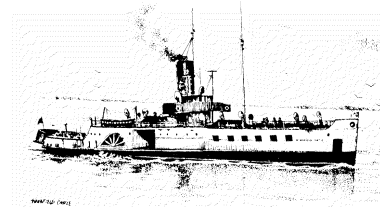


DECKMA GmbH

DECKSMASCHINEN UND AUTOMATION VERTRIEBS GMBH



LEGAL NOTICE

Company Name: DECKMA
Decksmaschinen und Automation Vertriebs GmbH

Registered Office: Bahnhofstrasse 79
D-21224 Rosengarten-Klecken
Germany

General Manager: Mr. Uwe Torbeck
Commercial Manager: Mrs. Petra Boelkow-Anderwald
Technical Manager: Mr. Sven Torbeck

Commercial Register: Tostedt HRB 2052

VAT Reg. No.: DE 114 953 401

Tax No.: 15/200/01387

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21244 Buchholz
Konto: 400160500
BLZ: 24060300
Swift-BIC: GENO DE F1 NBU
IBAN: DE46 2406 0300 0400 1605 00

Dresdner Bank
20349 Hamburg
Konto: 195182800
BLZ: 20080000
Swift-BIC: DRES DE FF 200
IBAN: DE20 2008 0000 0195 1828 00

General Terms and Conditions**I. Scope of the General Terms and Conditions**

These General Terms and Conditions apply to all our deliveries and services, also from future business transactions. Our customers' conditions which deviate from these or different agreements with our representatives or travelling sales staff shall only apply if expressly acknowledged by us in writing.

II. Offer and conclusion of contract

1. Our offers are free and non-binding. All contracts enter into force only after receipt of our written order confirmation, upon transfer of the goods at the latest. Crucial to the content of the contract are the order confirmation and our General Terms and Conditions. Different agreements always require our express written confirmation.
2. The documents included in the contract, pictures, diagrams, weight and dimension information, are merely to be considered as approximations from which we can deviate to an extent reasonable for the customer within our usual tolerance range unless they are expressly marked as binding. All documents provided to the customer shall remain our property; they must not be made accessible to third parties.

III. Prices and payments

1. Prices applicable on the delivery date shall apply. We reserve the right, in the event of a costs increase and a resulting general increase in our prices, to amend the price stated in our order confirmation to the extent of the costs increase, but at most to the extent of the general price increase undertaken by us, unless we have expressly acknowledged the agreed prices as binding. Prices are ex works, excluding packaging, transport insurance and the VAT applicable on the date of delivery, unless a different agreement has been confirmed by us in writing in individual cases.
2. Payments must be received by the bank accounts named by us within 14 days minus 2 % discount or within 30 days net from the invoice date, unless a different agreement has been confirmed by us in writing in individual cases.
3. The date of receipt of payment for all payment funds shall be the day on which we can dispose of the amount. Insofar as we accept bills of exchange instead of payment, subject to receipt, on the basis of separate agreements, the discount charged by us shall also include import costs for bills of exchange on out-of-town places.
4. If the payment deadline is exceeded, we reserve the right to charge default interest of 2 % above the respective discount rate of the Deutsche Bundesbank, but at least 5 %.
5. The customer is not entitled to exercise the right to refuse payment or withhold payments and to offset against our payment claims unless the counterclaims asserted by it are legally upheld or acknowledged by us in writing.

IV. Delivery time

1. The delivery period shall commence upon dispatch of the order confirmation, but not before provisions of the documents, authorisations, approvals to be provided by the ordering party and before receipt of an agreed prepayment.
2. The delivery period is observed if the delivery object has left the plant before its end, or readiness for shipping has been reported.
3. In the event of delivery problems arising, for which we are not responsible (e.g. unforeseeable production disruptions, strikes, lock-outs, omitted or delayed supplies) the agreed delivery period shall be extended by the period of the problem.
4. If the shipping is delayed at the ordering party's request or as a result of a situation for which it is responsible, the costs incurred for storage shall be charged. In the event of storage in our plant, we are authorised to charge 0.5% of the invoice amount for each month of storage.

V. Shipping

1. Shipping is ex works - without responsibility for the cheapest shipping - at the ordering party's risk. This shall also apply in cases of free carriage.
2. Upon request, material and weight specifications shall be delivered by us for shipments abroad. Deviations within our usual range remain reserved insofar as we have not confirmed individual characteristics in writing as binding. We do not assume liability for complying with foreign packaging or customs requirements.
3. Packaging shall be billed at the same cost price and not taken back.

VI. Transfer of risk

1. Risk shall transfer to the ordering party upon dispatch of transfer of the delivery / partial delivery. Insurance shall only be purchased by us on the basis of a separate agreement. In this case, the ordering party shall bear the costs.
2. In the event of delivery delays for which the ordering party is responsible or which it requests, risk shall transfer to the ordering party upon receipt of the confirmation of readiness for shipping.
3. Delivered objects must be accepted by the ordering party regardless of its rights under Section VII, even if they have defects.
4. We reserve the right to divide orders at our discretion into partial deliveries and to bill same separately insofar as the customer does not refuse the partial delivery as unreasonable, stating reasons for same, within one week.

VII. Retention of title

1. Until fulfilment of all demands (including balance claims from the current account), to which we are entitled for every legal reason, against the customer now or in the future, the following securities shall be granted to us, which we shall release upon demand at our discretion, insofar as their value exceeds our demands by more than 20%.
2. The goods shall remain our sole property. Processing, reshaping and mixing always take place for us as manufacturer. If our (joint) ownership lapses through combining, it is agreed that the customer's (joint) ownership of the uniform material shall transfer rateably to us (invoice value). The customer shall safeguard our (joint) property free of charge. Goods in which we have (joint) ownership are hereinafter referred to as reserved goods.
3. The buyer reserves the right to process or resell, notably to install, the reserved goods as part of its ordinary business activities provided that it is not in arrears.

5. Already upon conclusion of the contract, existing and future claims against third parties from the processing and sale, to which the customer is entitled, notably against its subcontractors, are assigned to us up to the amount of the invoice value of the processed or sold reserved goods.
The proportion of the demand assigned to us shall have priority. This shall apply, in particular, if the third party asserts guarantee claims against our customer's demand. Reductions and offsetting with claims for compensation shall first be netted against the proportion of the demand not assigned to us.
6. buyer is authorised to collect the proportion of the demand assigned to us only as part of its ordinary business activity. Part-payments shall first be offset against the proportion of the demand not assigned to us; collection of the partial demand assigned to us is only permitted after the remaining demand has been settled.
7. Insofar as the buyer has agreed a preferential partial assignment in favour of another creditor according to No. 4, No. 4 shall apply provided that the buyer can collect the partial demand assigned to us simultaneously with the preferential partial demand.
8. In the case of third party claims to reserved goods, the buyer shall indicate our ownership and immediately inform us.
9. In the event of conduct in breach of the contract by the buyer - notably default - we reserve the right to demand return of the reserved goods at the buyer's cost without notice (by giving or sending same to us) or, if applicable, to demand the transfer of the buyer's demand for return against third parties. Our recovery or seizure of reserved goods does not represent a withdrawal from the contract - insofar as the Hire Purchase Act does not apply.

VIII. Warranty

1. Visible defects must be reported immediately upon receipt of the shipment by the ordering party, and concealed defects which are detected within the warranty period immediately upon discovery.
2. For justified and timely complaints, we shall either repair or resupply at our discretion. Should the repair or new delivery fail, the ordering party can choose either to demand conversion or reduction.
4. The ordering party is notably not entitled to demand compensation on the basis of a defect, because of a faulty repair or new delivery or because of consequential damage.
Our liability for negligent and culpable conduct according to the provisions of No. IX. are not affected hereby.
5. In the event of a warranty case, we shall replace defective parts and assume the labour.
Travel costs, hotel, daily allowance, customs, etc., and transport costs shall be charged to the buyer.

IX. Restriction of liability

1. Claims for compensation resulting from delay, a breach of contractual or statutory obligations, consequential damage, culpable conduct upon conclusion of the contract and from unallowed action, against both us and our performance and assembling agents, are excluded unless we or our performance and assembling agents act with culpable or gross negligence.
2. Telephone advice from our employees is non-binding and without guarantee unless confirmed in writing. In any case, the liability restrictions of No. 1 above shall apply to such information, advice, etc.

X. Place of jurisdiction

The exclusive place of jurisdiction for all disputes directly or indirectly arising from the contractual relationship is Tostedt. However, we reserve the right to sue the customer at its general place of jurisdiction.

Also for cross-border deliveries, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Tostedt, Federal Republic of Germany (Art. 17 of the EU Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters = EuGVÜ). We reserve the right to sue the customer before any other court which has jurisdiction on the basis of EuGVÜ.

XI. Partial invalidity, old conditions

Should a provision of these Terms and Conditions or within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall remain unaffected thereby.

All previous General Terms and Conditions are replaced hereby.

As at 23/05/03