

Conditions of Sale and Delivery for commercial transactions (03/2004)

I. Scope

Our conditions of sale and delivery apply to deliveries and services to full merchants, legal persons under public law and public-law special assets.

II. Conclusion of contracts

1.

All our deliveries and services - including future deliveries and services - shall be conducted exclusively on the basis of the following conditions. Any opposing Terms and Conditions on the part of our contractual partner (purchaser) are hereby rejected. They shall not be recognized even if we fail to expressly contradict them once again following receipt.

2.

Our offers are subject to change without notice. Sales contracts and other agreements - in particular those which deviate from our conditions - shall not become binding until we have confirmed them in writing.

III. Prices, Conditions of Payment, Default in Payment

1. Our prices are in Euro and exclude packaging, freight, insurance and value added tax unless otherwise agreed. We calculate the prices applicable at the time of confirmation of order. We remain bound by these prices for four weeks. When delivery occurs more than four weeks after the contract has been drawn up, we reserve the right to calculate prices valid on the date of delivery.

2. Our invoices for deliveries within Germany are payable within ten days of the date of invoice with 2 % cash discount or within 30 days in cash in full, unless agreements are made to the contrary. In case of deliveries outside of Germany, conditions of payment shall be agreed separately.

3. We accept discountable bills of exchange where the tax has been paid correctly on account of payment, provided this has been expressly agreed. Credit notes for bills of exchange and cheques shall take place subject to receipt minus expenses with value on the date on which we are able to have access to the counter value.

4.

If the payment period is exceeded - the date of receipt of the payment by us is decisive - we have the right to invoice interest amounting to 5 %

5.

In the case of default in payment, we have the right to invoice default interest amounting to 2 % above the current discount rate of the German Bundesbank. This can be reduced or increased if the seller can prove charges with a higher interest rate or the purchaser lower charges.

6.

All our demands, regardless of the period of any bills of exchange which might have been accepted and credited, become due if the conditions of payment are not adhered to. If we become aware of circumstances likely to reduce the credit-worthiness of the purchaser, we have the right to make our demands due immediately by declaring this to the purchaser. We then also have the right to only conduct any deliveries still outstanding in exchange for pre-payment and to withdraw from the contract after a suitable period of grace, or to demand compensation for non-fulfillment.

7.

The retention of payments or offsetting them with any counterclaims which may exist on the part of purchaser is excluded; excepted from this are undisputed counterclaims and those which are determined with the force of law.

IV. Dispatch and Transfer of Risk

1. Delivery shall take place at our selection ex manufacturer's works or from our warehouse, at the cost and risk of the purchaser.

2.

We shall select the forwarding or Freight Company.

3. The selection of the means and route of transport shall be at our discretion in the absence of a special agreement.

4.

Goods shall be delivered unpackaged and unprotected against rust. The purchaser is obliged to inform us of any damages caused by transportation immediately.

5.

Risk shall be transferred to the purchaser once the goods are handed over to the forwarding or freight company, or at the latest once the goods leave the manufacturing works or the warehouse.

6.

If dispatch or transportation of the goods is delayed for some reason which is not our responsibility, we have the right to store the goods at the cost and risk of the purchaser, to take measures to maintain the goods and to invoice the goods as having been delivered once we have indicated that they are ready for dispatch.

V. Delivery Periods, Default, Withdrawal

1.

The delivery periods agreed with us shall commence on the date when we confirm the order, but not until all details of the order have been fully clarified, the letter of credit issued and any official certificates required both at home and abroad have been produced.

2.

In the case of an act of God or other unforeseeable, extraordinary circumstances which are not our fault - e.g. difficulty in procuring materials, interruptions to operation, strikes, lock-outs, a lack of transportation means, official intervention, problems with energy supply - even when these affect suppliers - the delivery period is extended appropriately if we are prevented from fulfilling our obligation in time. If delivery or services become impossible or unreasonable as a result of the circumstances described, we are exempt from the obligation to deliver. If the delivery delay exceeds two months, the purchaser has the right to withdraw from the contract. If delivery is postponed or if we are exempt from the obligation to deliver, the purchaser may not derive any claims to compensation from this. We may only refer to the aforementioned circumstances if we inform the purchaser immediately.

3.

Part deliveries are permissible within reasonable limits. In such a case, the part delivery shall be considered an independent transaction.

VI. Reservation of Ownership

1.

We reserve the right to ownership of all goods until the purchasing price has been paid in full. In the case of goods which the purchaser purchases from us within the framework of his commercial activity, we shall reserve ownership until all our demands to the purchaser resulting from the business connection, including any demands which arise in future, including those also apply if certain individual claims or all our claims are included in a current account and the balance is drawn and recognized.

2.

Handling and processing the reserved goods shall be carried out for us as manufacturers in the sense of paragraph 950 of the BGB <German Civil Law Code>, without obliging us. The processed goods shall be considered reserved goods in the sense of number 1. If the purchaser processes, combines and mixes the reserved goods with other goods which do not belong to us, we have the right to shared ownership of the new product proportional to

the invoice value of the reserved goods as compared with the invoice value of the other goods used. Should our ownership be cancelled as a result of processing, combining or mixing, then the purchaser shall transfer to us the ownership or shared ownership rights he holds in the new object or new stock immediately, proportional to the invoice value of the reserved goods as compared with the invoice value of the newly created product, and shall keep them in safe custody for us free of charge. The shared ownership rights derived in this way shall be considered reserved goods in the sense of number 1.

3.

The purchasers may only dispose of the reserved goods in the course of usual business with his usual terms and conditions, subject to the proviso that he is not in default, provided that he agrees reservation of ownership with his purchaser and that the claims resulting from resale in the sense of number 4-6 are transferred to us. He does not have the right to dispose of reserved goods in any other way.

4.

Claims on the part of the purchaser resulting from the resale of the reserved goods are assigned to us now. They shall serve as security to the same extent as the reserved goods.

5.

If the reserved goods are sold by the purchaser together with other goods not sold by us, then assignment of the claims resulting from resale shall only apply to the amount of our invoice value of the reserved goods sold. In the case of goods in which we have shared ownership in accordance with number 2, assignment of the claims shall apply to the amount of these shared ownership portions.

6.

If the reserved goods are used by the purchaser in order to fulfil a services contract or work performance contract, then nos. 4 and 5 shall apply accordingly for the claims resulting from this contract.

7.

In the cases described in section III. 6, we have the right to refuse resale and processing of the goods delivered and to demand that the goods be returned or the direct ownership of the goods delivered be transferred at the cost of the purchaser, and to revoke the authorization to collect in accordance with section VI.8. The purchaser empowers us now to enter his company and remove the delivered goods in the cases described.

8.

The purchaser has the right to collect demands resulting from sale in accordance with nos. 3 and 6. The purchaser does not have the right to assign the claims in any circumstances. The purchaser's right to collect demands shall cease when payments cease, when bankruptcy proceedings are applied for or opened, in the case of judicial composition proceedings, whenever a cheque or bill is protested or in the case of a levy of execution. Any accounts receivable incurred in this way assigned to us are to be entered in a special account with the designation "trustee account/accounts receivable for Interkabel, 35606 Solms". The accounts receivable which are assigned must be announced to us immediately, stating the Christian name and surname, address and claim amount of the third party debtor and the latter must be informed - unless we do this ourselves - of the assignment. At the same time, we must be sent a list of our goods still held by the purchaser.

9.

The purchaser must inform us immediately of a levy of execution or some other restriction of our security goods by a third party.

10.

Should the realisable current marketable value of the existing securities exceeded the protected claims as a whole by more than 10 %, we are obliged to release securities of our choice at the request of the purchaser or a third party restricted by the excessive security.

11.

If the reservation of ownership or assignment is ineffective according to the law within whose area of jurisdiction the goods fall, the security corresponding to the reservation of ownership or assignment in this field shall consider to have been agreed.

If the cooperation of the purchaser is required in this, then he shall take all measures necessary which are required to justify and maintain such rights.

VII. Complaints, Guarantee, Returns

1.

Objections to the weight or quality of goods must be enforced within a preclusive period of seven days following receipt of the dispatch, either in writing or by telex. Any hidden faults which cloud not is determined within this preclusive period despite reasonable examination must be indicated immediately when they are discovered, either in writing or by telex. When faults occur, handling and processing must cease immediately.

2.

In the case of justified customer complaints which are announced in time, we guarantee a full replacement delivery in accordance with the original order once the goods have been returned and this has been agreed previously in writing. If we allow a suitable period of grace to pass without delivering a replacement or if the replacement delivery is incorrect, then the purchaser has the right to either demand a reduction in payment (abatement) or cancellation of the contract (redhibition).

3.

The purchaser shall lose his guarantee rights if he does not give us the opportunity, upon request, to determine the existence and extend of the fault.

4.

Guarantee claims become invalid six month after receipt of the goods at their destination or at the latest, eight month after indication has been given that the goods are ready for dispatch.

5.

In the case of goods which have been sold degraded material - e.g. so-called II-a material - the purchaser shall not have the right to demands resulting from any faults.

6.

Returns for which we have not given our previous written agreements will be rejected.

VIII. Liability

Should liability for compensation based on blame be considered, we shall be liable for wrongful intent and gross negligence by ourselves, our legal representatives and our employees. Liability for ordinary negligence is excluded.

IX. German Law, Place of Performance, Place of Jurisdiction

1.

Relations between the contractual parties shall be governed exclusively according to the valid law in the Federal Republic of Germany, excluding the Hague purchasing right.

2.

The place of performance and sole place of jurisdiction for deliveries and payments (including legal actions relating to cheques and bills of exchange), as well as all disputes arising between the parties, shall be Wetzlar.

X. Partial Invalidity

Should individual conditions in these conditions of sale and delivery be either partially or wholly ineffective, then the rest of these conditions shall remain unaffected by this.