

General Terms and Conditions (for our customers outside Germany)

Delivery

The SELLER will transfer/deliver to the BUYER and the BUYER will accept and pay for Equipment in the quantities, qualities, prices and locations as specified on the Invoice and/or Sales Confirmation. SELLER shall have no liability whatsoever for loss or damage due to late delivery or non-delivery of the Containers. Furthermore, in the event that SELLER's performance of this sale is, in whole or in part, prevented or hindered by any cause whatsoever, SELLER shall have the right to cancel, without liability on his part, the entire or any portion or portions of this order so effected.

Retention of Title

(1) The following Retention of Title serves for securing all present and future claims of the SELLER against the BUYER resulting from the delivery of goods between SELLER and BUYER, including, without limitation, balance claims from mutual accounts. (2) SELLER retain title to the goods until receipt of all payments in full. In case of breach of contract by the BUYER including, without limitation, default in payment, SELLER is entitled to take possession of the goods. (3) The BUYER shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods. (4) The BUYER may resell goods subject to the above retention of title only in the course of his regular business. For this case, the BUYER hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to the SELLER. Notwithstanding the SELLER's right to claim direct payment the BUYER shall be entitled to receive the payment on the assigned claims. (5) Insofar as the above securities exceed the secured claim by more than 20 %, the SELLER is obligated, upon the SELLER's election, to release such securities upon the BUYER request.

Disclaimer of Warranties

BUYER is aware that all Containers are used if no other is agreed in writing, and BUYER waives and releases SELLER from, any and all representations and warranties, either expressed or implied, as to any matter whatsoever, including without limitation: (A) the design, condition, availability, operation, merchantability of the Containers or fitness of the Containers for any particular use or purpose of BUYER or any other use or purpose; and (B) the conformity of the Containers to the specifications required by any country or subdivision within which the Containers may be used. BUYER acknowledges and agrees that SELLER shall have no liability for any claim, loss or damage caused or alleged to have been caused directly, indirectly or consequentially by the Containers, or by any inadequacy thereof or deficiency or defect therein, or by any incident whatsoever in connection therewith whether arising in strict liability or otherwise.

Taxes/ Domestication

For all BUYERS other than German companies, BUYER agrees to assume exclusive liability for and to pay, indemnify and hold SELLER harmless from all sales or use taxes, transfer, title and registration fees, value-added Taxes (VAT), domestication, personal property taxes or other taxes, tolls, levies, imposts, duties or governmental charges imposed in connection with the sale, delivery, import and/or domestication of the Containers, or any services rendered by SELLER in connection with this invoice, including any penalties, fines or interest thereon. If BUYER chooses to import Containers in order

to convert them to domestic use, BUYER shall do so entirely at BUYER's cost any by declaration to the appropriate customs and/or tax authorities.

Consequential Damages

Under no circumstances shall SELLER be liable hereunder for any lost profits or for special consequential or exemplary damages, even if SELLER has been advised of the possibility of such damages.

Remedies

The remedies reserved to SELLER herein shall be cumulative and in addition to any other or further remedies provided by law.

Waiver

SELLER's failure to insist on performance of any of the terms of this invoice, or SELLER's waiver of any breach, shall not act as a waiver of any other term or condition or any subsequent breach.

Assignment

BUYER may not assign any of its rights or obligations herein without SELLER's prior written consent, which consent may be withheld for any reason.

Governing Law /Jurisdiction

This sale and the terms thereof shall be governed by and construed in accordance with the law of Elmshorn, Germany. SELLER and BUYER each hereby agree that (i) any claim or controversy, directly or indirectly arising out of or relating to this sale, may be litigated in the courts of Elmshorn, Germany and (ii) consent to be subject to the jurisdiction of such courts.

Markings and ID Plates

BUYER, at his cost, will remove all existing ownership markings and identification plates (including container prefix and identifying number) from the Containers upon release of the Containers to BUYER, if not sold neutralized already.