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TN 00403835/1.00

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General Terms of Business Relations

- The following General Terms of Business are valid for all business relations between us and our customers. Amendments of terms will become a component of the contract, unless the customer disagrees in writing within two weeks of their remittance. At the commencement of the term use will sene/ficially north out the importance of customer discapline.
- Deviating terms of the customer, which we do not explicitly approve of in writing, we are not bo
- 1.3 Our associates are not authorized to verbally negotiate contracts, verbally amend these terms of business or enter into other verbal agreements; supplementing or differing agreements require, in so far, our written confirmation.
- Along with these General Terms of Business additional supplemental clauses for the leasing of software products for industrial auto (power supply, measuring, shifting and steering) apply, which are hereby explicitly pointed out.

2 Offer and Confirmation of the Order

- Our offers are subject to confirmation. The scope of our liability for products will be exclusively stipulated by our written confirm the order.
- 2.2 Underlying supporting documents, such as figures, drawings and data regarding dimensions and weight of our offer or our confirmation of the order are generally to be understood as approximations only, unless they are explicitly denoted as binding.

3 Copyright und Proprietory Clause for Drawings a.o.

We reserve complete ownership of drawings, sketches, cost estimates and other documents attached to our offers and confirmation of orders. The customer may only utilise them according to agreed upon purpose and may not duplicate or render them accessible to third parties without our consent. On request, these documents themselves and all copies thereof are to be returned to us.

Delivery Time and Delay

- The obligation of keeping delivery times and deadlines assumes that the customer submits documents and other required information in time and with his/her cooperation, if necessary, and does not run in arrears with his/her other essential obligations regarding the contract and especially payment.
- Should there be an act of God, inevitable circumstances, for example mobilization, war, civil commotion, strike, lock-out, or if our suppliers do not deliver shipments in time or they are received in less than perfect condition, as well other similarly serious plant break downs, then binding delivery times and deadlines will be delayed accordingly. The customer may set an extension of delivery time of at least four weeks, at the end of which he/she may cancel the contract in writing by certified mail, if he/she is no longer interested in the shipment because of the delay in delivery.
- Should it be impossible or unreasonable to keep our delivery or service, due to no fault on our behalf, we will be able to cancel the con-tract. This also applies if the mentioned occurrences affect our business or our performance in such a way that we are unable to execute the contract. Concerning consumers we obligate currelives to immediately inform them of the inavailability of products and to immediately return compensations already received.
- We reserve the right to deliver partial shipments. Claims or rights of the customer can not be derived from that. This is not valid, if the tomer is not interested in partial delivery and the agreed upon delivery time has been exceeded. Complaints regarding partial deliver not entitle the customer to refuse the remaining part of the shipment.

Acceptance and Assumption of Risk

- 5.1 Unless firm time limits of acceptance are agreed upon, the customer has to accept the delivery item within eight days of being informed of the completion of the order.
- If the customer ordered with call-forward notice, he/she has to call off the delivery item all, if several items were ordered within 12 months from the time of ordering, No. 5.1 applies accordingly. For development orders special terms apply,
- On acceptance the customer assumes the risk, on the day of causeless refusal of acceptance, on inaction of the customer at the extion of the deadlines of preceding paragraphs 5.1 and 5.2 or on a certain agreed upon time limit of acceptance. If it is agreed on to madelivery item to the customer or to a third party, then the shipper (flowarding agent, rallway etc.) assumes the risk. In any event, on ut ton of the delivery item the user assumes the risk. Should we take back goods based on reasons we do not have to maintain, the customer assumes the risk until goods are received by us.

6 Prices and Terms of Payment

- Prices indicated by us are understood to mean ex works, additional VAT (value added tax) is calculated according to the valid legal amount at the time of delivery, excluding packaging. Cost of packaging will be determined by us.
- Accounts receivable are payable as of date of invoice and to avoid interest charges within 30 days of receipt of invoice. We will grant a discount of 2 % on payments received within 14 days of date of invoice
- - ment is due as follows for work contracts regarding switchboard systems:

 14 days as of take of the confirmation of order,
 after half of the time period between the date of the confirmation of order and the agreed on time of delivery,
 within 14 days as of date of involved.
- We reserve the right, to demand the remittance of an irrevocable and unlimited bank guaranty in the amount of the contract price at the time of acceptance
- Prices are valid for four months of receipt of our confirmation of order. We reserve the right to increase prices reasonably, if longer times of delivery are agreed on and if after signing the contract changes occur regarding prices of raw materials and supplies, wages, freight, fiscal changes and other circumstances relevant to the calculation of price. Without having to substantiate reasons we can, in these events, increase the price of up to 5 %. If the price increase exceeds 10 % of the agreed upon price and if the customer does not intend to keep the contract based on the price increase, the customer has to inform us of this in writing within one week of receipt of our notification regarding the price increase. On expiration of an additional two weeks he/she has the right to withdraw from the contract by certified mail, unless we offer delivery at the previous price.
- Commercial customers owe interest after due date according to § 353 HGB, non-commercial customers owe interest for use as of receipt of goods. If we grant a delay in payment, interest for delayed payment will be charged. The interest rate for the accrual, use, and delay in payment is 5% above the respective base interest rate according to § 247 BGB. Penal interest applies and is calculated using the valid legal penal interest rate according to § 288 BGB.
- We are not obligated to accept bills of exchange. In any event, they are only accepted on account of payment. If the bill of exchange does not clear, we will not be liable for presentation of bill in time, for protest of nonpayment, notification or returning the bill of exchange. On delay we can assert chances according to rumber 6.6.
- If payment by installments has been agreed on, the respective rate, unless a predetermined payment schedule has been set, is payable in advance by the 3. business day of the respective pay period. Should the customer run in arears with more than one installment, payment of the entire remainining amount will be due That also applies, if payment on installment is agreed on, after the due date. Our right to charge interest for late payment, is unaffected by an agreement for payment by installments after due date.
- The customer can file claims only with undisputed or determined to be legally valid claims. A retaining lien can only be exercised, if the counterclaim is based on the same delivery contract. Entrepreneurs, legal entities of the public law or special funds under public law can only file for a retaining lien, if the counterclaim is undisouted or determined to be legally valid.
- We reserve the right to transfer debts owed to us to third parties. As long as we or the transferee has not info transfer, all payments have to be made to us.
- 6.11 If the customer is unable to meet obligations for payment in a substantial way, stops making payments or if a check or bill of exchange does not clear, or if we come to know of substantial worsening of the economic situation of the customer, which could jeopardize our claim for payment, then we have the right to demand advance payment and to exercise a retaining lien for all outstanding lederies.
- 6.12 On request for changes of the customer we will charge for the accruing additional exper

7 Retention of Title

- Only after payment in full of all debts owed to us having arisen out of the business relation, will the customer have tilts of the goods sup-plied by us. The retention of tiltle will also remain in effect, if individual debts of the customer are included in an open account to alread account balance is accepted. The customer who indicates, at the time the order is placed, heights a retailer has the right to reside the conditional commodity by regular business; a placing or a chattel mortgage is not permitted to him/her. The customer is obligated, to secure our rights in the case of reside of the conditional commodity by orealistican.
- Date out of the reale of the conditional commodity are payable now in full by the sustance (amount of invoice, VIT included); we accept the assignment. The outsome performs possible handling or processing of the conditional commodity for its, without obligations arising for us thereof. When processing or combining the conditional commodity of the not belong to us, we are entitled to the arising plot ownership share of the new item in relationship to the value of the conditional commodity to the rest of the goods. If the customer purchases sole ownership of the new item, we are in agreement, that the customer grants us, in the relationship of the value processing respectively the connected conditional commodity, birt ownership and holds such in safe custody the of charge.
- The customer has the right until cancellation at call to collect debts from resale of the conditional commodity. He/she does not he right to transfer such debts to a third party, insofar as our rights will be affected by such a transfer.
- On our request, the customer has to inform us of required information for collection regarding the transferred debts to notify the debtors of the transfer. Measures of execution of third parties regarding the conditional commodity or regarding the transfer of debts, done in advance, the customer has to immediately inform us on surrendering of necessary documents for an intervention.
- In case that the nominal or estimated value, which according to the previous terms is a security due to us, exceeds 150 % of the debt to be secured, we obligate ourselves to release the overshooting amount on request of the customer. It is according to our discretion, which of the securities will be released.
- 7.6 Filing for a retention of title as well as the pledging of the delivery item by us are not valid to cancel the co

8 Defective Performance and Cancellation

- If the customer sets an unreasonable short time limit for service or for subsequent fulfillment, then a reasonable time limit will not be set thereby.
- 8.2 A no-fault breach of obligation does not entitle the customer to cancel the contract according to §§ 323, 324 BGB, unless the breach of obligation concerns the delivery of defective purchase items or the manufacture of defective works.
- 8.3 On expiration of the grace period the customer can only cancel within an appropriate time limit. The cancellation is not valid if the customer accepts our offered service/product after expiration of the grace period.
- 8.4 For every at-fault deterioration of the product to be returned the customer has to compensate for, as of the time of knowledge or negligent ignorance of the existing right for cancellation.

9 Liability

E-mail:

- Compensation for damages no matter on which legal basis we are only liable for, if the damage is caused by a) at-fault breach of an obligation essential to the contract (cardinal obligation) in a manner that jeopardizes the attainment of the purpose of the contract.
- 9.2 If we are liable according to No. 9.1 a) for the breach of an obligation essential to the contract, not caused by gross or willfull negligence, liability will be limited to the extent of compensation, for which arisal we have had to calculate for, based on known typical circumstances by us. at the signing of the contract.
- 9.3 The limitation of liability according to No. 9.2 applies in the same manner for damages, which are caused by gross or willfull negligence by our associates or designees, and who are not in policy making positions or executives.
- 9.4 In cases of No. 9.2 and 9.3 we are not liable for secondary damages, damages caused by defective products or lost profits.
- For the loss of data and programmes and their restoration we are only liable within the framework mentioned in No. 9.1 to 9.4 and only in as far as the loss incurred could not be prevented by appropriate safety measures by the customer, especially the regular and risk-decreasing labs/ration of back-up copies of all data and programmes.
- 9.6 The limitation of liability according to No. 9.1 to 9.5 also applies for the benefit of our associates and designees.
- ne limitation of liability according to No. 9.1 9.6 do not apply to at-fault harm to life, body and health, to liability according to the law for oduct liability as well as to the case of contractual agreement regarding absolute liability. In regards to enterpreneurs, legal entities of the tible law or special funds under public law, liability is limited to simple or minor negligent harm to life, body or health and limited to the moreosation of proseesable damage.

10 Guaranty

- 10.1 Nontraders have to file written claims for obvious defects within two weeks of receipt of the product, otherwise they are not contributed the quaranty. For traders § 377 HGB applies.
- 10.2 If the customer initiates an inspection of the supplied product based on a claim of defective quality, we will charge a handling fee for each inspected product, if it is determined that the product is not defective.
- 10.3 In the following circumstances the guaranty does not cover: Inappropriate or improper use, defective assembly or start-up by the customer or by third parties, nonobservance of our instruction manual, defective or negligent restment, normal wear and tear, chemical, electrochemical or electrical inflows, in so far as they are not caused by willfull or gross negligence by us, changes and repairs not authorized by us.
- 10.4 Advicing the customer, especially regarding the utilization of the delivery item, is only obligatory for us, if we have indicated such in writing or if we have confirmed in writing a verbal consultation. For the adequacy of the product for certain purposes we are only liable, if this has been assured in writing.
- 10.5 In the event of the execution of repair and service the claims for guaranty of the customer are limited to the commissioned and executed
- 10.6 Concerning entrepreneurs, legal entities of the public law or special funds under public law the following additions apply:

 a) The customer has to proof also in the first six months after assumption of the risk that the product was defective at the tins kwa assumed, unless we are held responsible based on recourse according to § 478 BGB.
 b) We decide at our due discretion, whether we will grant repair of the defect or whether we will supply a product free from defect to the customer who demands subsequent fulliliment. After two failed attempts of the respectively chosen alternative of subsequent fullilliment, the customer has the right to demand a reduction of the purchase price or to withdraw from the contract, unless a viable atternative is found.
 - alternative is found.

 C) The customer has to proof, that a public remark of the sales person or of the manufacturer or of his/her assistant concerning especially advertising or when naming certain characteristics of the product have influenced his/her purchase decision.

 Should we not fulfill our duty and send too little of a quantity (§ 434 par. 3 BGB), then the buyer can cancel the entire contract or claim damages, if he/she is not interested in the furnished delivers.

11 Statute of Limitations

- 11.1 Claims for damages regarding contracts for work and labor or sales contracts of an entrepreneur, legal entities of the public law or special funds under public law expire by Statute of Limitation after one year of delivery of the item respectively on acceptance of the product, unless the claim is based on a) swifful breach of obligation, b) claims for recourse of the customer according to § 478 BGB, c) an assumption of a guaranty for the condition of a product by us or d) fradulent inatiumity cornering a defect.
- 11.2 Deviating from the regulations of statute of limitations according to number 1, claims for damages regarding contracts for work and labor or sales contracts of an entrepreneur, legal entitles of the public law or special funds under public law against us are subject to the statutory statute of limitation if the following:

 a) concerning a structure and work success of which being based on furnishing planning and supervisory services, and supervisory services and so of which is not based on producing, maintaining or changing a matter or on furnishing planning or concerning a purchase item, which according to due manner of use was used for a structure and caused damage to it.
 Likewise the statutory statute of limitation applies, if the damage of the purchase item
 a) in a real right of a third party, based on which return of the purchase item can be demanded, or
 b) on another applicable law, which is entered in the flart rigister.

12 Assembly and Services

- embly and services (repair and maintenance) are to be compensated, unless differently agreed on in writing. The compensation ompasses in particular, traveling expenses, daily field allowance as well as the customary rates for working hours and additional comes adont or overtime, night work, work on Sundays and holidays, for work under difficult conditions as well as for planning and supervise.
- 12.2 Expenses for preparation, base and actual traveling and waiting time we will charge for separately. Should the installation or start-up be delayed due to no fault on our behalf, the customer will have to bear all costs for the waiting time and for additional required travels.
- 12.3 The customer supplies at his/her expense the necessary labor equipped with the necessary tools in the quantity needed Additionally the customer supplies adequately sized, appropriate, dry and lockable rooms to store parts of machines, outlets, materials, tools and on. He/sibe has to take the same measures for protecting our property and that of our assembly and service staff, as he/she would take to protect his/her own property.Should the customer's particular plant necessitate special safety clothing and safety equipment, the customer will have to supply such for the assembly and service staff.
- 12.4 Our assembly staff and its assistants are not authorized to complete work which is not in accordance with the fulfillment of our obligation to deliver and erect or assemble the delivery item or are authorized to complete work ordered by the customer or by a third party without us being consulted. We are not liable for such work, as such work is not in our realm of responsibility.
- 12.5 If the assembly is to be completed by the customer or a designee of the customer then our respective applicable instruction manual and instructions for assembly have to be observed.
- When completing services (repair and maintenance) we can decide at our own discretion, based on our experience and technical estima-tion, whether to complete the service work on the customer's premises or on our own premises. Should the service be performed on our premises the customer will send to the litem. On having completed the service work we will return it to the customer. The customer assumes the risk of loss or damage, as well as expenses for transportation.
- 12.7 Unless the customer specifies that he/she made modifications, after service the equipment will be supplied with the standard configuration. If the customer informs us of modifications to settings and programmes, we will configure the equipment accordingly when completing services. However, the outsomer is obligated to check these settings. We do not grant a guaranty for such. Additionally, we will not assume responsibility for the functionality after the integration of our product in the system.
- 12.8 Our service technician is only authorized to service other parts, aside from those supplied by us, if a quick and simple solution is to be expected and the customer explicitly provided such supplementary order.
- 12.9 Our technician can stop the service, if it is determined that he/she can not help within the expected brief time span given. In this instance the customer has to compensate for time as well as the used material, necessary for the completion of the supplementary order. If, according to expert judgment, the etchnician should have been able to complete the service within the expected brief time span given, and the technician did not realize this by gross or willfull negligence, the customer will not owe for the incompleted service.
- 12.10It is the customer's responsibility to check whether by commissioning and executing a supplementary order, claims regarding delivery and maintenance contracts of third parties will be interfered with or will no longer be effective. We do not assume liability for this.

13 Place of Fulfillment, Jurisdiction and Closing Regulations

- 13.1 For traders entrepreneurs, legal entities of the public law or special funds under public law, the place of fulfillment for delivery and payment is the main office of our parent company in Fulda or that office indicated in the confirmation of the order of the subsidiary office respectively of the branch; Jurisdiction for all disputes is Fulda.
- 13.2 Comprehension and interpretation of these general terms of business relations are governed exclusively, just as finalization and interpretation of the legal transaction with the customer, by the laws of the Federal Republic of Germany. The application of the uniform UN Law of Baraoin is explicitly excluded.
- Modifications and amendments of these general terms of business relations have to be in writing to be valid. Should terms of these general terms of business relations proof to be invalid, then the validity of the remaining conditions are not affected. The customer and we will replace the invalid regulations with new regulations, which are legally valid and which meet the pursued legal and economic purposes as closely as possible.