

**1. Validity**

These sales terms and terms of delivery ("conditions") are valid for all deliveries, services and offers between us (shop assistants) and the buyer, the enterpriser, legal entity of the public right or publicly juridical special property is. These conditions are also valid for future shops, even if again is not expelled to them or her validity is expressly agreed, provided that they have shut only to the buyer by a previous business. Herewith to divergent terms of business and counterconfirmations of the buyer with reference to his commercial terms or shopping terms is contradicted. Divergences of our conditions are valid only if they are confirmed by us expressly in writing.

**2. Offer and completion of the contract**

All offers and information are not-binding and non-binding. Orders and arrangements become obliging for us only by our written confirmation of order or by achievements and deliveries within the scope of these conditions. Verbal additional agreements and assurances need to her effectiveness of our written confirmation.

**3. Secrecy**

The parties to a contract commit themselves all information which are exchanged during the order to treat strictly confidentially and to transmit not into three parts. With non-position of the called arrangements by one of the parties it is first tried to add the dispute extrajudicial. If this is not possibly the disputes are added by an arbitration board on basis of the topical law situation.

**4. Placing of order and payment terms**

Orders are agreed in the mutual consent between principal and 2B in writing and are obliging for both contracting partners. With preservation of these general terms of business the principal recognises the terms of business, until differently agrees. A contradiction can be inserted within 14 days on receipt of.

The general terms of business are recognised with granting of the order by the principal and are binding therefore. The juridical place of fulfilment is home Breisach / Germany. The regulations of the Civil Code or HGB are valid for the winding up of disputes.

**5. Liability**

For a not expert use of the products no liability takes over 2BFermControl.

Changes or variations of recommendations, recipes or process descriptions of 2B by the principal exclude a liability from 2B. For the unconditional success of the measures recommended by 2B no guarantee is taken over.

For mistake and damages which originate from the contracting partners of 2B 2B assumes no liability.

2B informs and consults after the best knowledge. All recommendations and information are based on the today's state of knowledge and raise no claim to completeness. Obligations are not to be derived out of this.

**6. Payment**

Until differently agreed, the invoice amount must have come at the latest 30 days after calculation date purely net with us; the date of the validity on our account is authoritative. Then delay enters, so that we can assert the legal interests on arrears (8 percent points about base interest rate sentence) and a further delay damage. Before complete payment of due invoice amounts including accumulated interest and costs we are obliged to no other achievements and delivery from running contracts. In this case we can require for still back deliveries bar payment before delivery of the achievement or product.

If circumstances become known to us which call into question the creditworthiness of the buyer, we are entitled in particular by the nonredemption of cheques or setting of the payments, to put the whole rest guilt due, even if we have accepted cheques. In this case we are also entitled to require pre-payment or security. Beside the assertion of the reservation property we can also withdraw from the contract or require compensation because of non-fulfilment.

## **7. Data storage**

The buyer agrees and about that informed, that all data concerning him from the business connection also personal i. S.d. Of federal data protection act are stored within the scope of our electronic data processing.8. Erfüllungsort Gerichtsstand Teilunwirksamkeit

Place of fulfilment for our achievements and payments is Breisach, legal venue is Freiburg.

The right of the Federal Republic of Germany is valid for these conditions and the whole legal relations. Should be ineffective one or several regulations of these conditions or a regulation within the scope of other arrangements or become, the effectiveness of all other regulations or arrangements is not touched from this.

Carsten Heinemeyer Dipl. Ing. Oen. (FH)

Breisach 01.02.2008