

GENERAL CONDITIONS OF SALE AND DELIVERY For US Customers

last updated 2007

GENERAL PROVISIONS

Payment Terms: Net 30 Days

FOB Point: Hungen, Germany

Routing: Unless a purchase order specifies a preferred routing, shipments will be made by the most economical means with the freight charges "collect". Exceptions to this will be carriers which require payment in advance.

Returned Goods: To return goods, the Buyer must get approval from REICHHARDT. Only parts that are under current warranty can be accepted.

Warranty and Liability: Please refer to "Limited Warranty and Limitation of Liability" and "Intellectual Property Terms and Conditions":

Our registered office is in Hungen, Germany.

ALL REICHHARDT CONDITIONS OF SALE AND DELIVERY
ARE SUBJECT TO CHANGE

LIMITED WARRANTY AND LIMITATION OF LIABILITY

For the limited purpose of this LIMITED WARRANTY AND LIMITATION OF LIABILITY REICHHARDT GmbH Steuerungstechnik., a German corporation, is hereinafter referred to as "REICHHARDT".

REICHHARDT warrants products sold by it to be free from defects in material and workmanship, under normal use and service, for a period of twenty-four (24) months from the date of REICHHARDT's shipment of the products to the original Buyer, or for a period of twelve (12) months from the date the product is first placed in operation, whichever comes first (hereinafter referred to as the "warranty period"), subject to the following:

REICHHARDT during the warranty period will, at its option, refund the purchase price, repair or replace any product, which under normal conditions proves to be defective in material or workmanship. No charge will be made for labor or parts with respect to defects covered by this warranty, provided that the work is completed by REICHHARDT. However, this warranty does not cover expenses incurred in the removal and reinstallation of any product, whether or not proven defective.

To obtain protection under this warranty, Buyer shall provide REICHHARDT with written notice of the alleged defect along with the purchase receipt or other proof that the product is within the warranty period. All warranty claims are subject to REICHHARDT's inspection of the product and REICHHARDT's determination of a defect prior to REICHHARDT's acceptance of a warranty claim and issuance of the applicable credit for shipping charges, repairs, replacement or refund. Buyer shall be obligated for all costs, expenses, charges and risk of loss for shipment of the non-conforming product to REICHHARDT. However, shipping charges will be credited to Buyer after REICHHARDT's acceptance of a warranty claim.

Specifically excluded from this warranty are any claims arising as a result of improper use, neglect, abuse, improper operation, extreme temperatures, or unauthorized service of parts or Buyer's failure to comply with all installation, operation and maintenance requirements and specifications provided to Buyer by REICHHARDT. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No attempt to alter, amend or extend this warranty shall be effective unless in writing and signed by an executive officer of REICHHARDT.

REICHHARDT and/or any affiliate or related company will not be liable for any consequential, incidental, special, punitive, exemplary or other damages (including, but not limited to, damages resulting from commercial or economic loss) or costs and expenses (including, but not limited to, attorney's fees and litigations costs), incurred as a result of any claim whether based on breach of warranty or otherwise. In no event

shall REICHHARDT's liability exceed the cost of repairing or replacing the product which gives rise to any claim or refunding the purchase price of the product which gives rise to any claim.

Any sale, resale, use, lease, assignment or other transfer of REICHHARDT products shall be made pursuant to and limited by the above-stated terms.

INTELLECTUAL PROPERTY TERMS AND CONDITIONS

Trademarks: All trademarks, trade names, or other identifying marks (collectively referred to as the "marks") now or hereafter registered or used by REICHHARDT are its

property and Buyer's use of these marks must be approved in advance in writing by REICHHARDT and shall be limited to use on or in connection with REICHHARDT's products. REICHHARDT reserves the right to review, approve or restrict the use of all printed material bearing any REICHHARDT mark. Buyer shall, under no circumstances use any REICHHARDT mark as part of a corporate name. If Buyer is required to register under any statute for registration of a fictitious business name bearing any REICHHARDT mark, Buyer shall register in a form approved by REICHHARDT.

Copyrights: Any written materials supplied by REICHHARDT are its own property and Buyer's use of these materials must be approved in writing by REICHHARDT. REICHHARDT at all times reserves the right to review, approve or inspect the use of all supplied written materials. No copies may be distributed by Buyer without REICHHARDT's copyright notice in the following form:

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Reichhardt GmbH Steuerungstechnik, Germany
All rights reserved

Patent: REICHHARDT, at its sole discretion, may prosecute any infringement of REICHHARDT patents. In the event that REICHHARDT elects to prosecute alleged patent infringements, Buyer shall render such assistance to REICHHARDT as may be reasonably necessary to carry out such prosecution. Furthermore, Buyer shall immediately inform REICHHARDT of any infringements of REICHHARDT's patents and of any and all known or claimed patent infringements relating to goods supplied or manufactured by REICHHARDT.

Warranties and Limits of Liabilities: REICHHARDT MAKES NO WARRANTY WITH RESPECT TO AND SHALL NOT BE LIABLE TO BUYER FOR ANY DAMAGES RELATING TO ANY TRADEMARK, PATENT AND/OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT ARISING FROM: (i) GOODS MANUFACTURED ACCORDING TO BUYER'S DESIGN OR SPECIFICATION, AND (ii) USE OF THE GOODS IN CONJUNCTION OR COMBINATION WITH ANY OTHER GOODS NOT FURNISHED BY REICHHARDT WHERE INFRINGEMENT WOULD NOT HAVE OCCURED BUT FOR SUCH USE. With respect to any claimed infringements arising out of (i) or (ii) above, Buyer shall indemnify REICHHARDT for any and all losses and damages incurred by REICHHARDT as a result thereof. REICHHARDT SPECIFICALLY DISCLAIMS ANY LIABILITY WITH RESPECT TO PROCESS PATENTS OF OTHERS INVOLVING THE MANNER IN WHICH THE GOODS MAY BE INSTALLED, APPLIED OR USED.

Where REICHHARDT goods are adjudged by a court of competent jurisdiction to infringe upon any trademark, patent or other intellectual property right, or where REICHHARDT written materials are adjudged to infringe upon any copyright, REICHHARDT shall have the right to repair, replace or otherwise remove the patent, trademark, copyright or other intellectual property infringement. In such circumstances, REICHHARDT's liability is limited to the refund of the costs of the goods or the written materials. In any and all circumstances, REICHHARDT shall not be responsible for any consequential, incidental, special, punitive, exemplary or other damages.

Any sale, resale, use, lease, assignment or other transfer to REICHHARDT products shall be made pursuant to and limited by the above-stated terms.