

General Business Terms and Conditions for Participation in the VDMA-e-market

Preliminary Comments

The Gesellschaft zur Förderung des Maschinenbaues mbH (GzF) (hereafter, "Operator") manages the VDMA-e-market Internet marketplace. The non-financial sponsor is the Verband Deutscher Maschinen- und Anlagenbau e.V. (VDMA) in Frankfurt am Main. The marketplace provides product data and company information of machine construction companies of the VDMA-e-market organization to the users of the marketplace. General information about the industry and other information, such as trade journals for example, can complement the offerings of the marketplace. The content shall be provided by the Participant or the respective information provider. With respect to the marketplace, the possibility exists of searching in a targeted manner for companies, products and services of all Participants in the VDMA-e-market Internet marketplace. As the results of the search, the User shall receive a list with the product names, a description, the name of the manufacturer and other details. With respect to the list of product names, the corresponding product page of the Participants can be clicked on by means of a link. The structure, technical data of the marketplace and the set-up of the web site are derived from the Annex "VDMA-e-market Internet marketplace" that is enclosed with this agreement as amended.

The VDMA-e-market Internet marketplace is supposed to be constantly expanded and further developed. This is the declared goal of the Participants. Included among this is also the linking with other, the same or higher-level Internet marketplaces.

Consulting with an industry governing body shall be carried out regarding the measures that affect the trade association-specific concerns of the Internet marketplace. The choice, composition and duties of the industry governing body shall be derived from the annex "Rules of Procedure of the Industry Governing Body", which is enclosed with these terms and conditions.

1. Scope of Performance

Owing to this agreement, the Participant shall receive the opportunity to place its company, products and services of the VDMA-e-market organization in the marketplace of the Operator's VDMA-e-market for commercial purposes. In cases of doubt regarding the proper classification, the industry governing body shall decide with finality in consultation with GzF GmbH. Marketplaces of other specialized organizations of the Operator are not affected by this agreement. The Participant may join them upon a separate basis. No binding affiliations between the parties under corporate law are created through this agreement.

The marketplace shall serve only for informational purposes. The Participant shall directly carry out e-commerce with the User. No contractual relationships are created between the Operator and the User.

2. Participants

Participants in this marketplace may all become members of the VDMA in Frankfurt am Main, provided that they manufacture and/or distribute products in accordance with the prescribed product nomenclature of the marketplace and are not primarily considered to be trading companies. The industry governing body, in consultation with GzF GmbH, shall decide regarding further participations in the VDMA-e-market Internet marketplace and the inclusion of manufacturers of product groups that are closely connected with the products of the VDMA-e-market Internet marketplace.

3. Product Nomenclature and Parameterization

In accordance with its Rules of Procedure (Annex), the industry governing body shall decide regarding product nomenclature and parameterization.

4. Obligations of the Operator

The Operator manages the marketplace. In this regard, it may select partners that ensure the operation of the Internet marketplace. The Operator shall not be responsible for ongoing technical availability.

It is the responsibility of the Operator to maintain, expand and further develop the marketplace.

For the integration of the data, the Operator shall provide ANTEROSdet entry version software free of charge. This may be obtained per download via the Internet at INCONY (www.incony.de). With the ANTEROSdet entry version software, the existing data from CSV, Excel and Access formats may be transferred into the marketplace.

The measures that concern the Internet marketplace shall be coordinated with the industry governing body.

5. Obligations of the Participant

The Participant shall be obliged to adhere to the following access and participation rules. It shall ensure that it possesses the necessary competence to maintain the data corresponding to the products in the marketplace without endangering the ongoing operation of the marketplace.

The Participant shall be exclusively responsible for everything that it places into the marketplace or makes available via the marketplace on the Internet. The data it provides must be correct. The Participant may place only products and services in the marketplace that it itself offers.

It shall constantly update all data upon its web sites and the data that it maintains in the marketplace.

The Participant shall be obliged, even after the contractual termination, to maintain secrecy vis-à-vis third parties regarding the technical implementation of the VDMA-e-market marketplace and the content of this agreement.

The Participant shall be obliged to actively support the marketing for the Internet marketplace and to carry out at least one of the following four measures:

- Providing information to its customers in the form of a mailing campaign regarding participation in the marketplace and its functionalities.
- Central link upon its own company homepage to the marketplace (primary VDMA marketplace)
- Mentioning of the participation in the marketplace in the print media of the company, e.g., through the stating of the domain of the marketplace, short articles, etc.
- Press release about the collaboration and participation in the marketplace

The Participant shall notify the Operator regarding this within 6 months of the signing of this agreement.

6. Fees

The Participant shall pay to the Operator a one-time participation fee. The participation fee is due for payment upon the signing of this agreement. Furthermore, the Participant shall pay the Operator an annual user fee, beginning with the year of its signing. If a Participant is admitted in the 2nd half of the year, the annual fee shall be reduced in accordance with the enclosed price list. If the Participant is represented in several VDMA marketplaces, the enclosed price list shall likewise apply for VDMA marketplaces-multiple memberships as amended. The user fee shall become due for payment on January 31 of each year.

The user fee may be adjusted by the Operator for the upcoming year. Notification of an adjustment of the annual fee for the upcoming year must be made to the Participants 4 months before the end of the year.

7. Liability Restrictions

The Operator shall be liable for intentional wrongdoing, for gross negligence of its management personnel as well as for the failure to provide the guaranteed quality features and defects that have been fraudulently concealed.

In the event of simple negligence, the Operator shall be liable only in the event of the violation of essential contractual obligations, limited to the typically foreseeable damages. Otherwise, in the event of simple negligence, liability shall be excluded.

If liability is based upon an event that was caused by a third party and the third party has been allowed to limit its liability, then the liability of the Operator shall be limited in the same scope as the third party is liable to the Operator.

The Operator shall not be liable for information or performances of third parties that the Participant itself procures through the use of the VDMA-e-market Internet marketplace. In this case, the Participant is treated like the other users.

Contractual claims shall become statute-barred in 12 months.

These provisions shall not apply for claims based upon the Product Liability Act.

8. Indemnification

The Participant shall ensure that no third-party rights are violated by means of the data it places in the marketplace and that its linked web sites offer no illegal or immoral content.

The Participant shall indemnify the Operator from all liability and claims that are asserted against the Operator based upon the content that the Participant makes available on the Internet while using the VDMA-e-market.

9. Termination

This agreement is concluded for an indeterminate period of time. It may be terminated by either contractual party by providing 6 months' notice calculated from the end of the year. In the event of a fee increase, the Participant may terminate the agreement by providing 3 months' notice calculated from the end of the year.

For the year in which the termination is announced, the full user fee must be paid.

10. Expulsion of Participants and Deletion of Data

Participants who do not adhere to the rules of the marketplace may be expelled from the marketplace by the Operator together with the involvement of the industry governing body.

The Operator may delete the data of the Participant as well as the links to the web sites of the Participant after consultation is made if the industry governing body is, with a simple majority, of the opinion that they are illegal or immoral.

In these cases before a ruling is made, the affected Participants must be given the opportunity to submit a position statement and the possibility of seeking redress.

11. Clearing

In the event of disputes between Participants or Participants and GzF GmbH, the opportunity shall exist to seek recourse first and foremost with the industry governing body. The parties are in agreement that they shall endeavor to find a solution to their conflict there that will be in their best interests.

12. Arbitration Clause

With respect to all disputes originating from and in conjunction with this agreement, including disputes regarding its validity or termination, an arbitration tribunal of the "Deutsche Institution für Schiedsgerichtsbarkeit" [German Institution for Arbitration] (DIS), shall decide with final validity and in a binding manner in accordance with the arbitration tribunal rules of the DIS while excluding the ordinary courts.

13. Final Provisions

The place of performance shall be Frankfurt am Main.

In the event that individual provisions should be invalid, the remaining provisions shall remain valid. The parties shall be obliged in such a case to replace an invalid provision with a valid provision that most closely corresponds to the commercial purpose of the invalid provision.

Annex:
Rules of Procedure of the Industry Governing Body
Price List

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