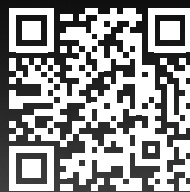
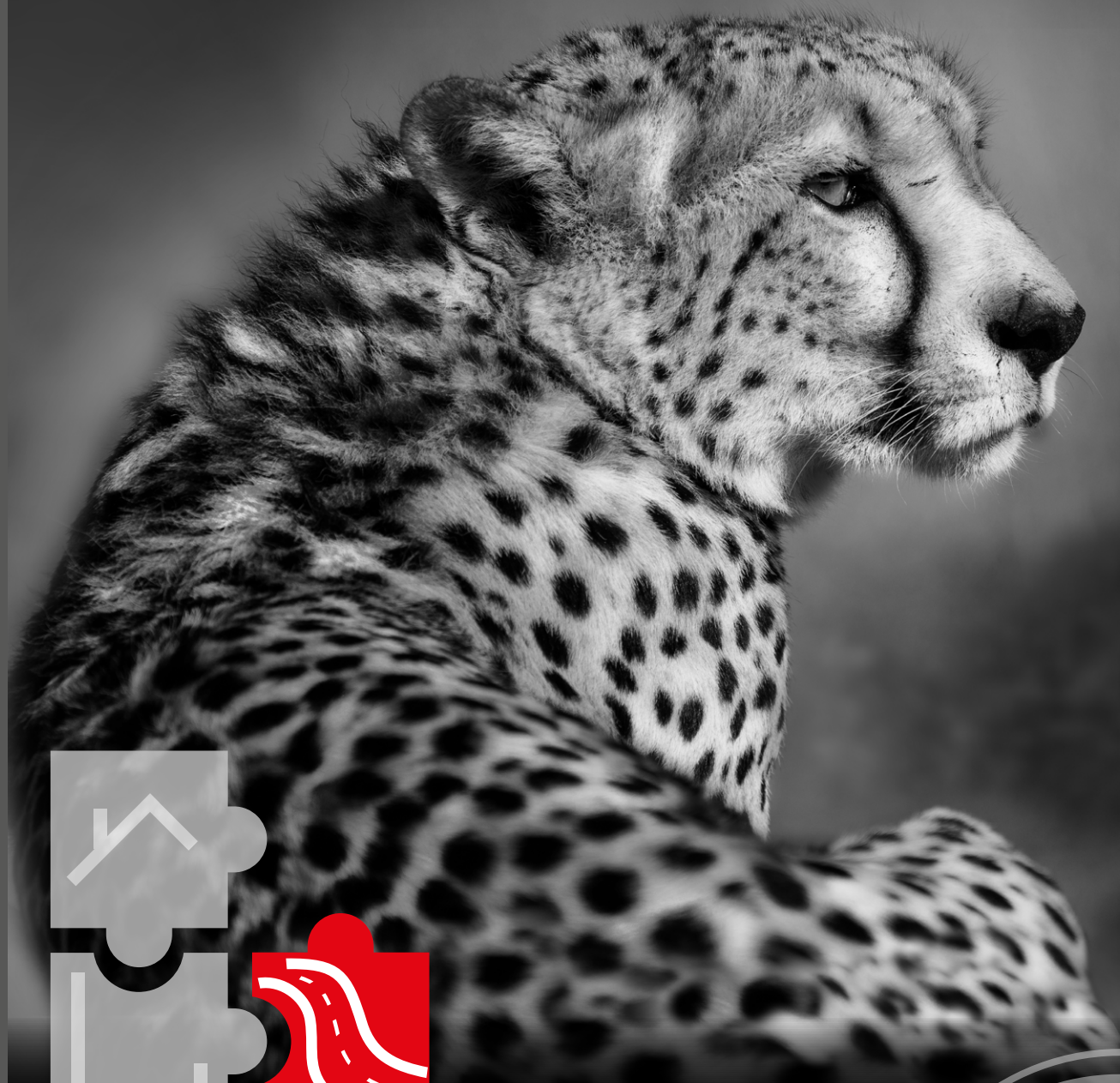


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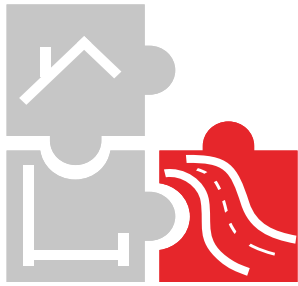
Operating instructions - Typ 79 / 79 BASIS

Road



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Road

Operating instructions Flexomat 3.1 - Typ 79 / 79 BASIS

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Structure of the vehicle identification number (VIN)

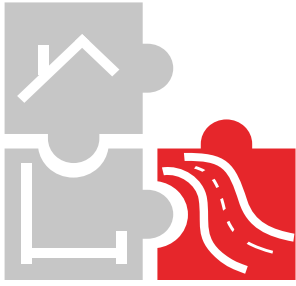
A	Number of digits	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
B	alphanumeric, numerical only	a	a	a	a	a	a	a	a	a	a	a	a	a	n	n	n	n
C	Example	W	M	B	0	7	9	0	1	0	B	P	7	9	0	0	0	1
D	Manufacturer number (W=West Germany)																	
E	Number of axes																	
F	Type and design																	
G	Admissible axis load																	
H	Year of manufacturing (D=2013)																	
I	Manufacturing location, coded (P=Philippsburg))																	
J	Order no.																	
K	Serial no.																	

Example: WMB079B15DP790001
79 = MAUS 79

Your vehicle ID is:

WMB079B15 . P 79 . . .





Road

Operating instructions Flexomat 3.1 - Typ 79 / 79 BASIS

Workplace safety

These operating instructions must be read and closely observed before unpacking and commissioning the device! The machine has been designed according to the state of the art and is safe for operation. This device may be dangerous when operated incorrectly by unqualified personnel or not in compliance with its intended use.

Everybody assigned with commissioning, operation and repair of the machine at the place of use must have read and understood the entire operating instructions of the manufacturer and the engine manufacturer and be familiar with the device and with any related danger.

Relevant regulations on accident prevention, general safety, occupational safety and road safety must always be complied with. Processing guidelines of container manufacturers must be observed. The pressure tank must not be excessively filled over its admissible filling capacity. The admissible filling capacity is reached if the filling level reaches up to 15 cm below the filling openings.

The machine must always be used in compliance with its intended use. The intended use of the machine is application of cold-fluid sprayable material for generation of seams, repair of cracks and sealing of edges on road surfaces or at the sides of roads.

The machine may only be used with all safeguards in place. Use of other fluids, particularly fluids with a flash point < 40 °C is not regarded as in compliance with the intended use. Transportation of persons or other goods is not in compliance with the intended use.



Nameplate

Designation: 1st line
Serial number: 2nd line
Year of manufacture: 3rd line
Operating weight: 4th line
Axis load: 5th line
Engine power: 6th line

Maus GmbH Röntgenstraße 3 • D-76661 Philippsburg		
Designation:	MAUS 79 - BASIS	
Serial number:	WMB079B15DP79....	
Year of manufacture:	2014	
Operating weight:	135 kg	
axis load, front	kg, rear kg	
Engine power:	2.10 kW	

Customer service address:
BORNIT-Werk Aschenborn GmbH
Phone: +49 375/ 27 95 - 0
Fax: +49 375/ 27 95 - 150
Mail: info@bornit.de
Web: <http://www.bornit.de>

Ordering spare parts:
When ordering spare parts, please provide the following information:
Vehicle ID, order no., designation and quantity.

Description

Cold-fluid sprayable material for generation of seams, repair of cracks and sealing of edges on road surfaces or at the sides of roads in a 25 kg Hobbock container is processed. The container is filled into a 60-litre compressed air tank that serves as storage tank.

Application is realised via a compressed air tank (max. 4 bar). The compressed air is generated by means of a compressor driven by a 4-stroke Honda engine type: GSX100.

Technical data

Engine:	Honda GSX 100 with 2.10 kW
Length:	1,000 mm
Width:	580 mm
Height:	1,300 mm
Weight:	105 kg (without filling)
Order no.:	79 BASIS 3

Hazard information

The device may only be operated by personnel familiar with its function and with all relevant regulations.

- For processing, applicable laws, safety and accident prevention regulations as laid down by statutory accident insurance and prevention institutions and manufacturer instructions must be observed.
- Keep materials away from skin, mouth, nose and eyes.
- If material enters the mouth, nose or eyes, seek medical attention immediately.

Commissioning

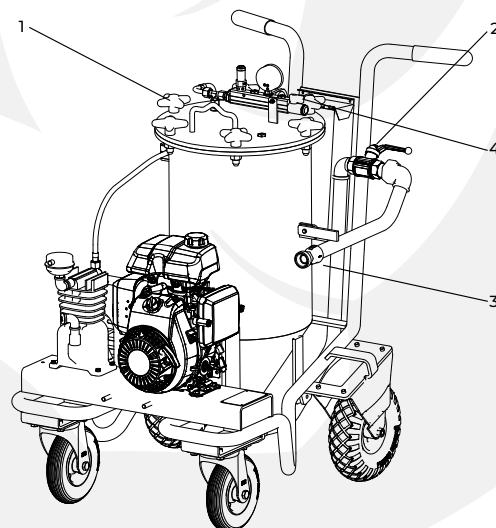
Filling the compressed air tank:

The tank must be depressurised. Open the fasteners at the cover (1) of the compressed air tank and fold up the cover. Open the cover of the container. Remove the protection foil and fill in the contents of the container (25 kg). Fold down the cover and tighten the fasteners.

Starting the engine and filling the compressed air tank:

Fill the engine tank with regular petrol and the oil tank with 4-stroke engine oil. Set the cold engine to choke position. Pump petrol into the petrol hose visible at the engine. Make sure that the ball valve (2) at the outlet tube is closed (vertical position). If the ball valve is not in this position, set it as described above.

Set the gas lever at the engine to half throttle. Set the engine from choke to normal and start the engine with the recoil starter.



Material spreading:

The spray boom and spray hose are connected to the outlet tube (3). Open the ball valve (2) at the outlet tube (horizontal position) and open the gate valve at the spray boom. The material can now reach the spray nozzle of the spray boom. Fine adjustment of the application can be set by means of the gate valve at the spray boom and/or by adapting the working speed of the operator.

After approx. 80 meters, the compressed air tank is empty and has to be refilled as described above. In this case, the engine must be stopped by setting the gas lever to zero position or the switch to „OFF“.

IMPORTANT!

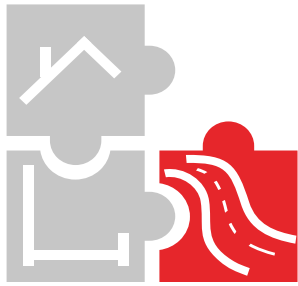
Before opening the compressed air tank, open the gate valve (4) and depressurise the tank. Proceed as described under „Filling the compressed air tank“.

End of work and cleaning

Switch off the engine. Secure the machines against rolling away (engage the locking brakes at the swivel wheels) and depressurise the tank. At the beginning of every shift, the function of the device, safeguards and safety equipment must be checked. Depending on its condition, the machine must be cleaned accordingly. Before carrying any work like repairs etc. at the device, the tank must be depressurised.

Pressure tests

Switch off the engine. Secure the machines against rolling away (engage the locking brakes at the swivel wheels) and depressurise the tank. At the beginning of every shift, the function of the device, safeguards and safety equipment must be checked. Depending on its condition, the machine must be cleaned accordingly. Before carrying any work like repairs etc. at the device, the tank must be depressurised.



Road

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Information on noise emission acc. to device safety regulations 3. GSGV



The workplace-related emissions value at the position of the machine operator at the end of the drawbar at nominal speed of the engine is <76dB(A).

Maus GmbH
Cold-binding agent spray and transport equipment
Philippsburg



Cold-binding agent spray equipment
Spray booms
Transport equipment
Special designs

EC Declaration of Conformity
Original Declaration of Conformity

CE

I	Machine designation	Cold-binding agent spray equipment
II	Manufacturer	MAUS GmbH
III	Type	79/79-00
IV	Serial no.	WMB079010BP793253
V	Year of manufacturing	2011
VI	has been manufactured in compliance with the following regulations and/or European Standards (EN)	
	a) EC Machinery Directive 2006/42/EG	
	b) EN 13020	
	c) EN 500-1:2006 and A1:2009	
	d) EN ISO 12100	

VII	Person authorised for preparation of the technical documentation	Lukas Keller Maus GmbH Röntgenstr. 3 D-76661 Philippsburg
-----	--	--

Please keep this declaration of conformity in a safe place

Philippsburg, 9 Aug. 2011 (Signature)
(Managing Director)

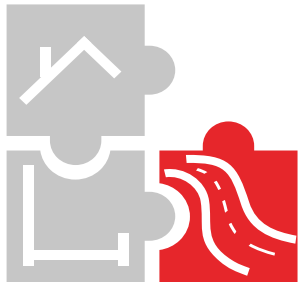
MAUS GmbH
Röntgenstr.3
D-76661 Philippsburg
Telefon: 0049 (0) 7256 4275
Telefax: 0049 (0) 7256 6948

Hausanschrift:
Maus GmbH
Röntgenstr.3
76661 Philippsburg

Tel: +49 (0) 72 56 / 42 75
Fax: +49 (0) 72 56 / 69 48
Mail: info@mausgmbh.de
Web: www.mausgmbh.de

Amtsgericht Mannheim HRB 250275
ID - Nr.: DE 143 079 156
Geschäftsführer:
Stefan Haas, Bertold Keller

Bankverbindung:
Volksbank Bruhrain-Kraich-Hardt eG
Kto - Nr.: 11118
BLZ: 663 916 00



Road

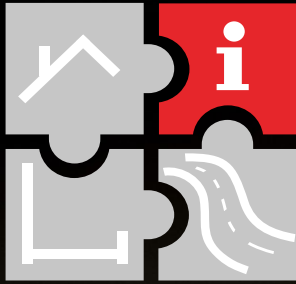
Operating instructions Flexomat 3.1 - Typ 79 / 79 BASIS

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Troubleshooting

	Indication	Cause	Measure	
			yes	no
1	Engine cannot be started	Insufficient fuel (regular petrol)		Refill fuel
2	Engine running, no application of material	Ball valve at outlet is closed		Open ball valve
		Insufficient engine speed		Increase engine speed

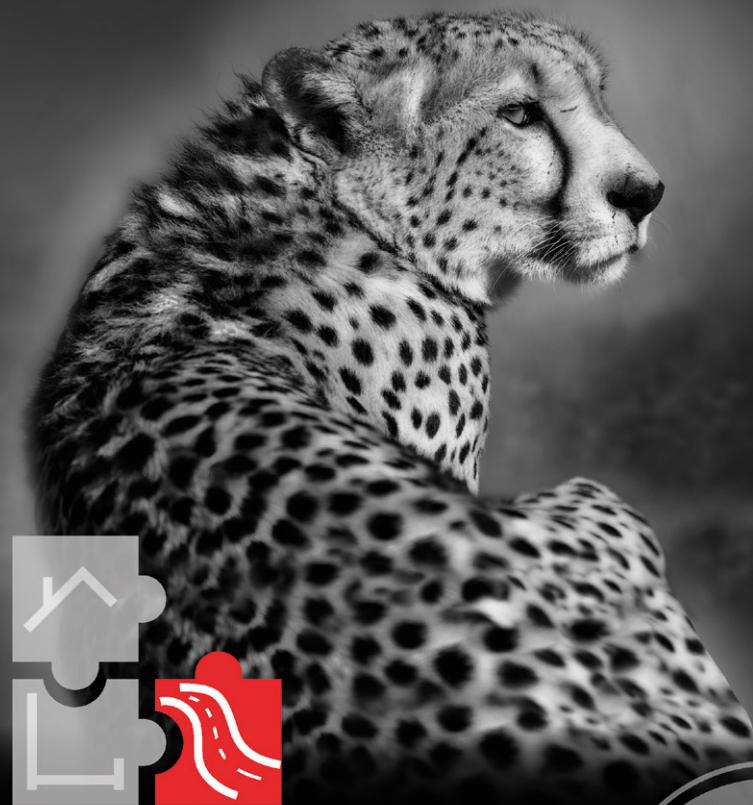
In case of malfunctions at the engine, please consult the respective HONDA operating instructions.



New!

Finished markings made of thermoplastics

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Road markings

Finished markings made of thermoplastics

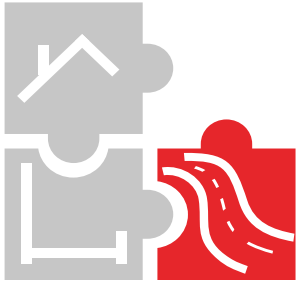
Road



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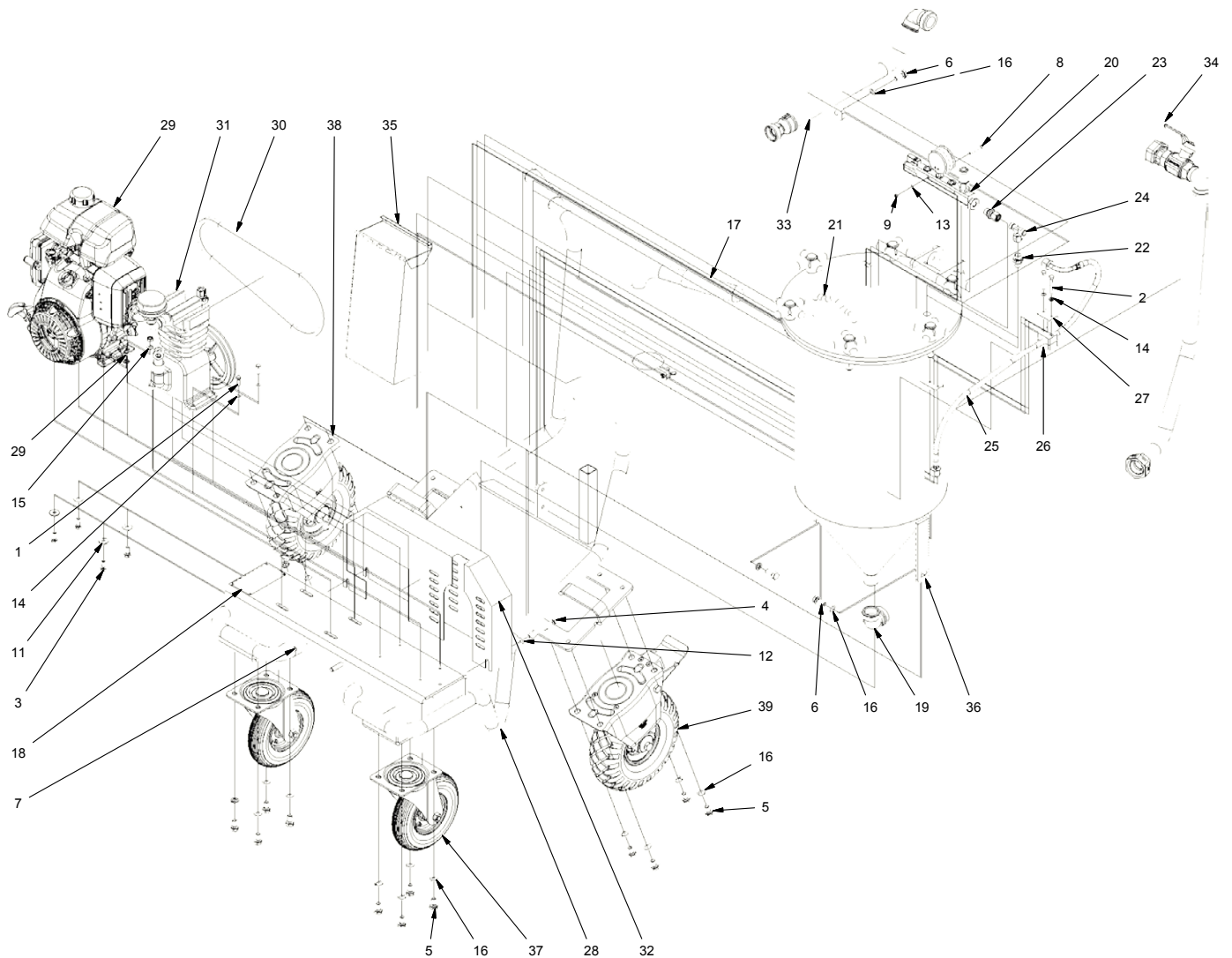


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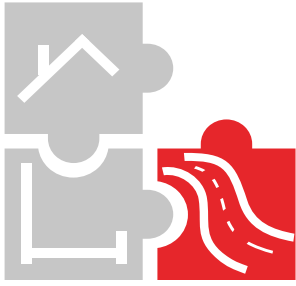
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UNDERCARRIAGE - Spare parts drawing: 79 - BASIS



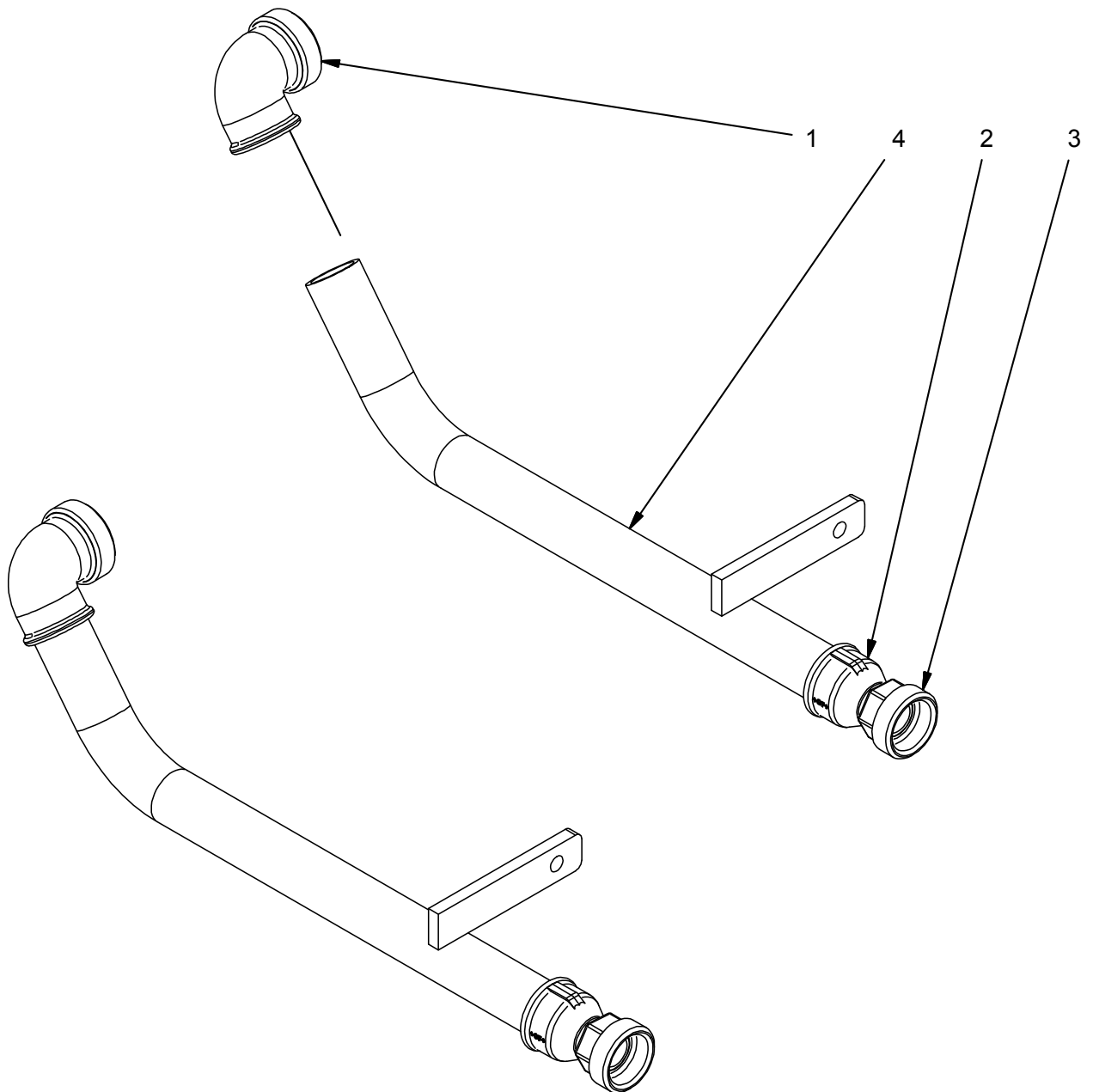
Pos.	Quantity	Item no.	Designation
1	4	02 01 02 03	Hexagon screw M6x20
2	2	02 01 02 08	Hexagon screw M6x45
3	4	02 01 03 02	Hexagon screw M8x20
4	2	02 01 03 14	Hexagon screw M8x80
5	16	02 01 04 02	Hexagon screw M10x20
6	4	02 01 04 03	Hexagon screw M10x25

Pos.	Quantity	Item no.	Designation
7	2	02 01 04 06	Hexagon screw M10x40
8	1	02 06 08 12	Hexagon socket screw M5x35
9	1	02 10 01 01	Nut M5
10	4	02 10 01 03	Nut M8
11	4	02 11 01 03	Washer A8
12	2	02 11 01 19	Washer A 8.4
13	1	02 13 02 00	Spring ring A5
14	6	02 13 03 00	Spring ring A6
15	4	02 13 04 00	Spring ring A8
16	20	02 13 05 00	Spring ring A10
17	2	03 01 01 03	Plastic grip 1"
18	1	03 11 01 01	Nameplate 120/65mm anodised plate
19	1	04 02 07 06	Bracket
20	1	73 06 00 00	Distribution rail Dilamat 4Bar
21	1	78 50 11 05	Blanking plug G3/8a-G3/8A
22	1	78 50 11 17	Screw fitting - XGE10LM16x15
23	1	78 50 11 19	Screw fitting - ST-EGV10LR38-WD
24	1	78 50 11 20	T-piece - XEVT10L
25	1	78 50 11 21	HP hose 1060mm
26	1	78 50 11 22	Clamping jaw pair - HRL2KPI4PP
27	1	78 50 11 23	Cover panel - HRL2DPSTZN
28	1	79 01 00 00	Undercarriage
29	1	79 04 00 00	Engine complete
30	1	79 04 05 00	Rissomat V-belt
31	1	79 06 00 00	Compressor complete
32	1	79 09 00 00	Protection complete
33	1	79 21 00 00	Tank outlet tube
34	1	79 22 00 00	Tank inlet tube
35	1	79 23 00 00	Tool box
36	1	79 30 03 00	Pressure tank - MDG-50
37	2	91 04 20 00	Swivel wheel
38	1	91 04 21 00	Fixed wheel
39	1	91 04 22 00	Fixed wheel with brake



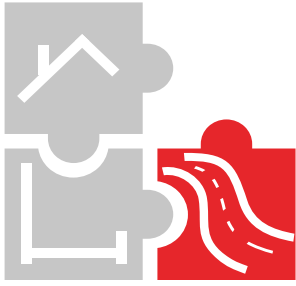
Flexomat 3.1

OUTLET TUBE COMPLETE - Spare parts drawing: - 79 21 00 00



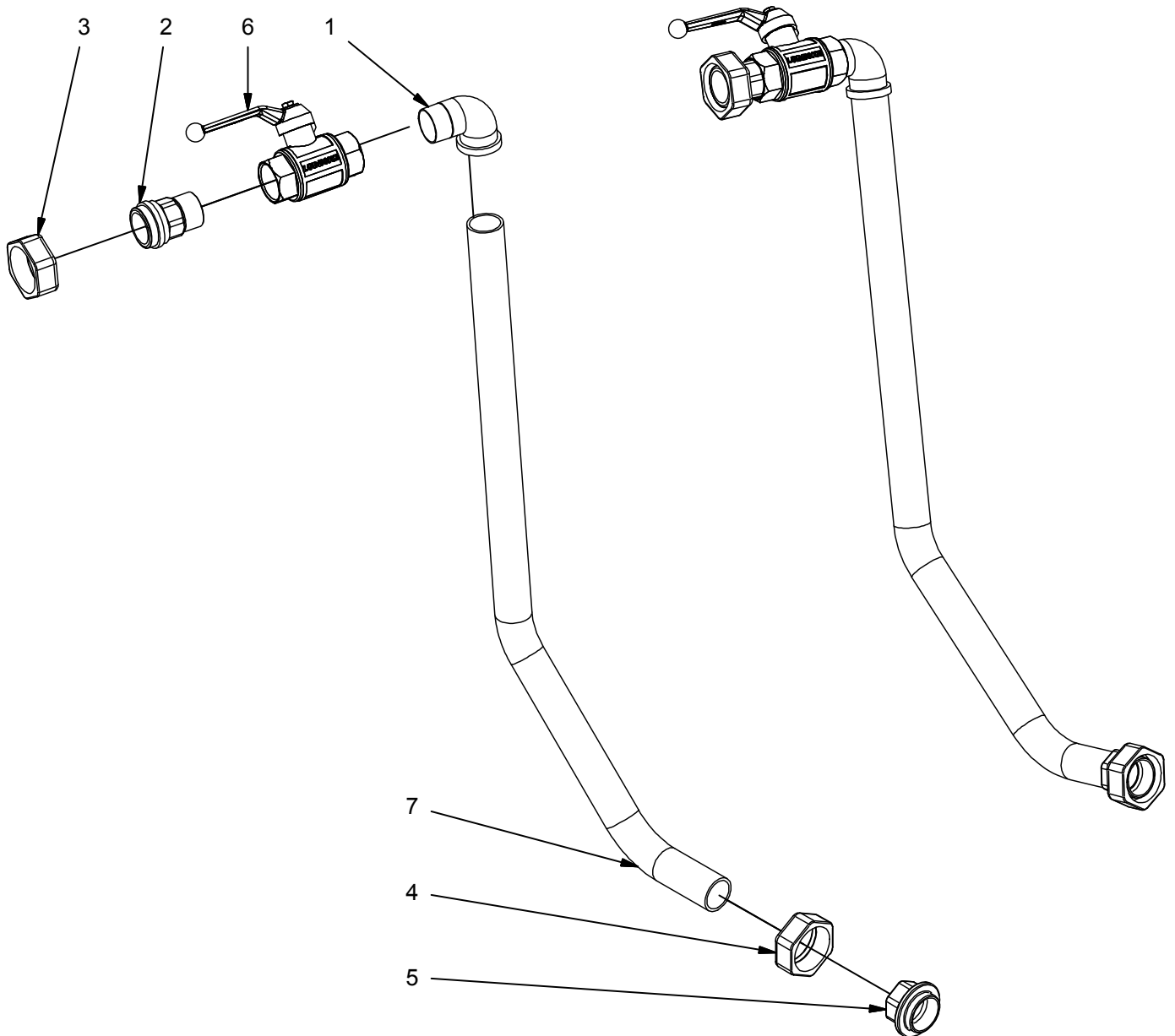
valid as of:
June 2014
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Pos.	Quantity	Item no.	Designation
1	1	04 02 07 06	Bracket
2	1	04 02 35 01	Red. sleeve 1" / 3/4"
3	1	04 02 55 08	Screw fitting no. 380s - 3/4"
4	1	79 21 01 00	Tank outlet tube with flap



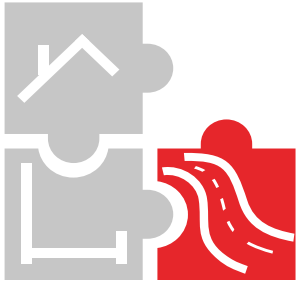
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ENGINE COMPLETE - Spare parts drawing: - 79 04 00 00



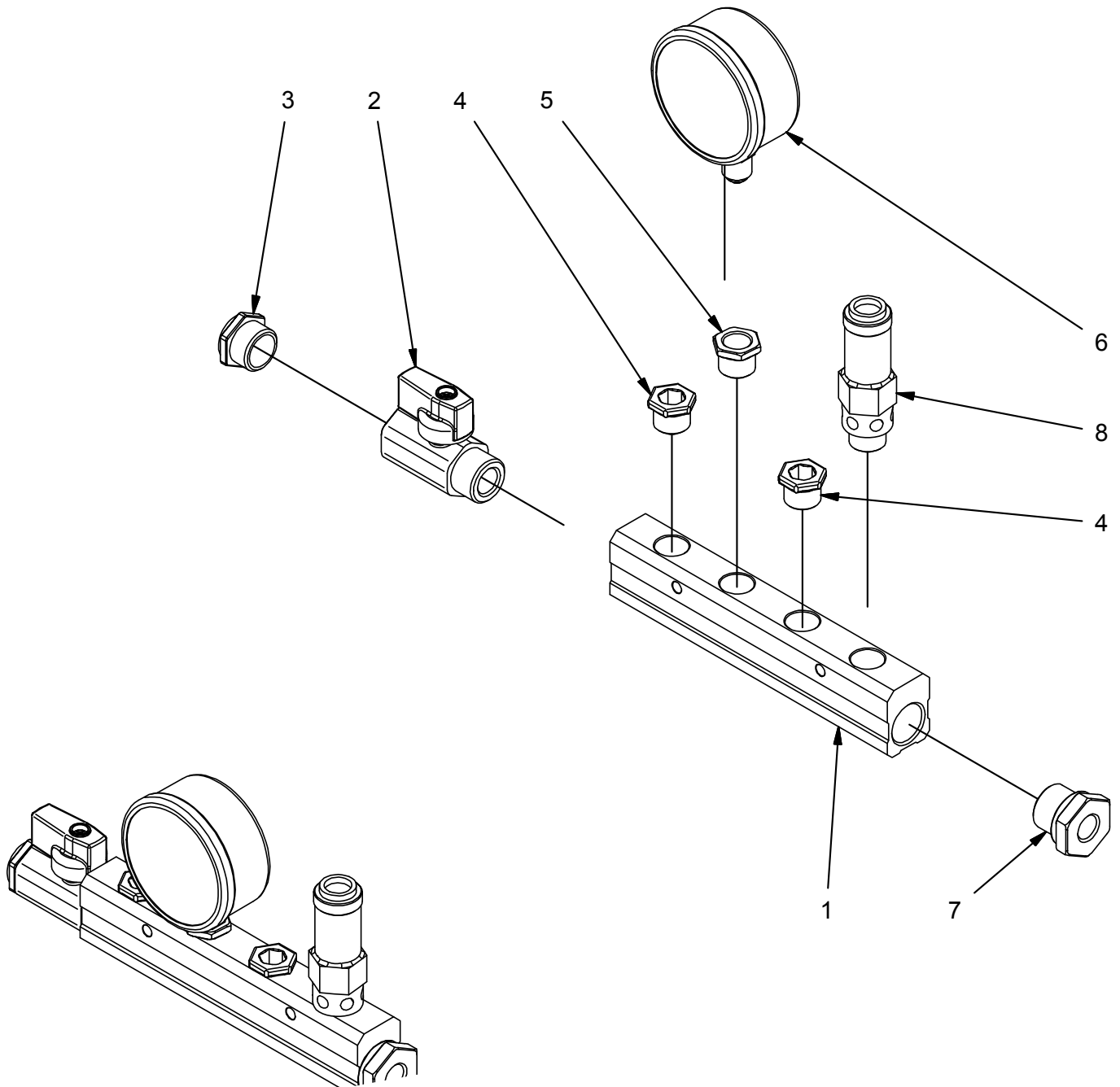
valid as of:
July 2008
Index: 003

Pos.	Quantity	Item no.	Designation
1	1	04 02 04 06	Bracket no. 92s 1" with inside/outside thread
2	1	04 02 07 07	Screw fitting <bT>
3	1	04 02 07 08	Nut <bT>
4	1	04 02 54 05	Nut no. 374, 1" <bT>
5	1	04 02 56 07	Insert no. 381 s 1" <bT>
6	1	12 07 04 07	Ball valve 1" <bT>
7	1	78 50 02 01	Intake tube - threaded tube 1" - 800mm



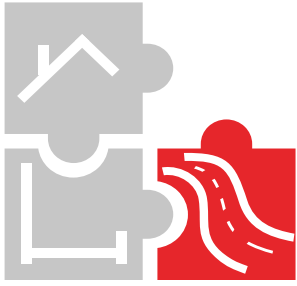
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DISTRIBUTION RAIL COMPLETE - 73 06 00 00



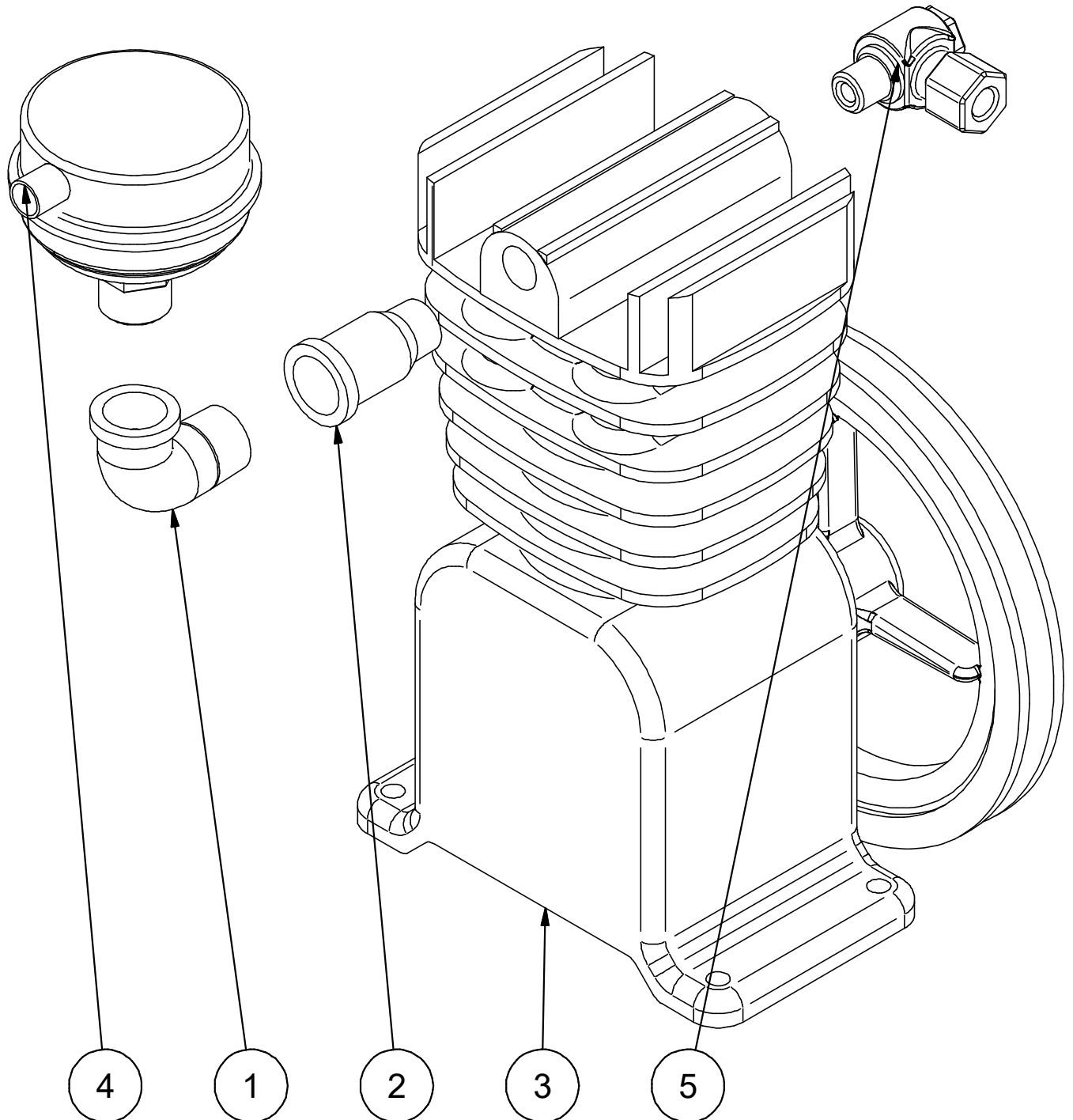
valid as of:
July 2011
Index: 001

Pos.	Quantity	Item no.	Designation
1	1	78 50 11 01	Distribution block, one-side <bT>
2	1	78 50 11 02	2/2-way ball valve, mini <bT>
3	1	78 50 11 03	Silencer <bT>
4	2	78 50 11 05	Blanking plug G3/8a-G3/8A <bT>
5	1	78 50 11 06	Reducing nipple <bT>
6	1	78 50 11 08	Pressure gauge <bT> housing D = 63mm
7	1	78 50 11 10	Red. fitting 1/2"-1/4" <bT>
8	1	04 SV38 4MS	Safety valve <bT>



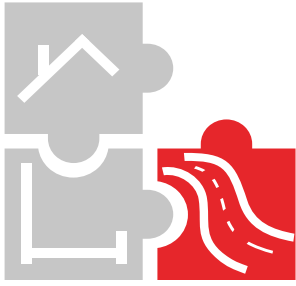
Flexomat 3.1

COMPRESSOR COMPLETE - Spare parts drawing: 79 06 00 00



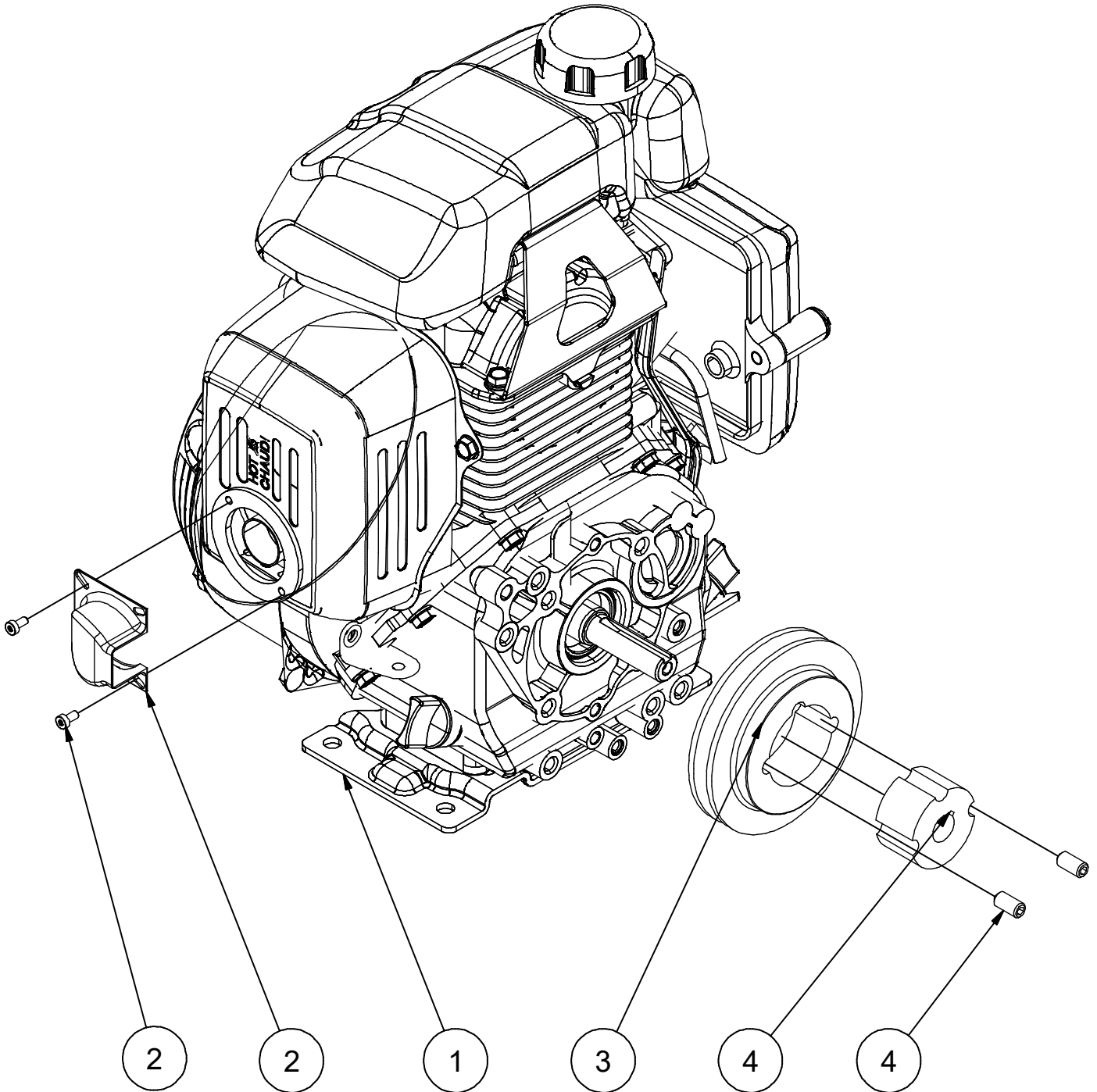
valid as of:
July 2011
Index: 002

Pos.	Quantity	Item no.	Designation
1	1	04 02 04 04	Reduction bushing 1/2 x 3/8
2	1	04 02 34 01	Reduction sleeve 1/2"
3	1	79 06 06 00	Compressor SP114
4	1	79 06 06 01	Air filter
5	1	79 06 07 00	Tube fitting



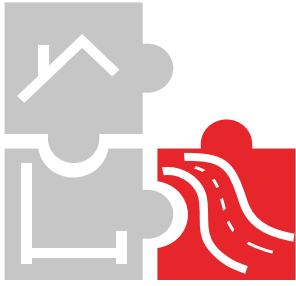
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ENGINE COMPLETE - Spare parts drawing: 79 04 00 00



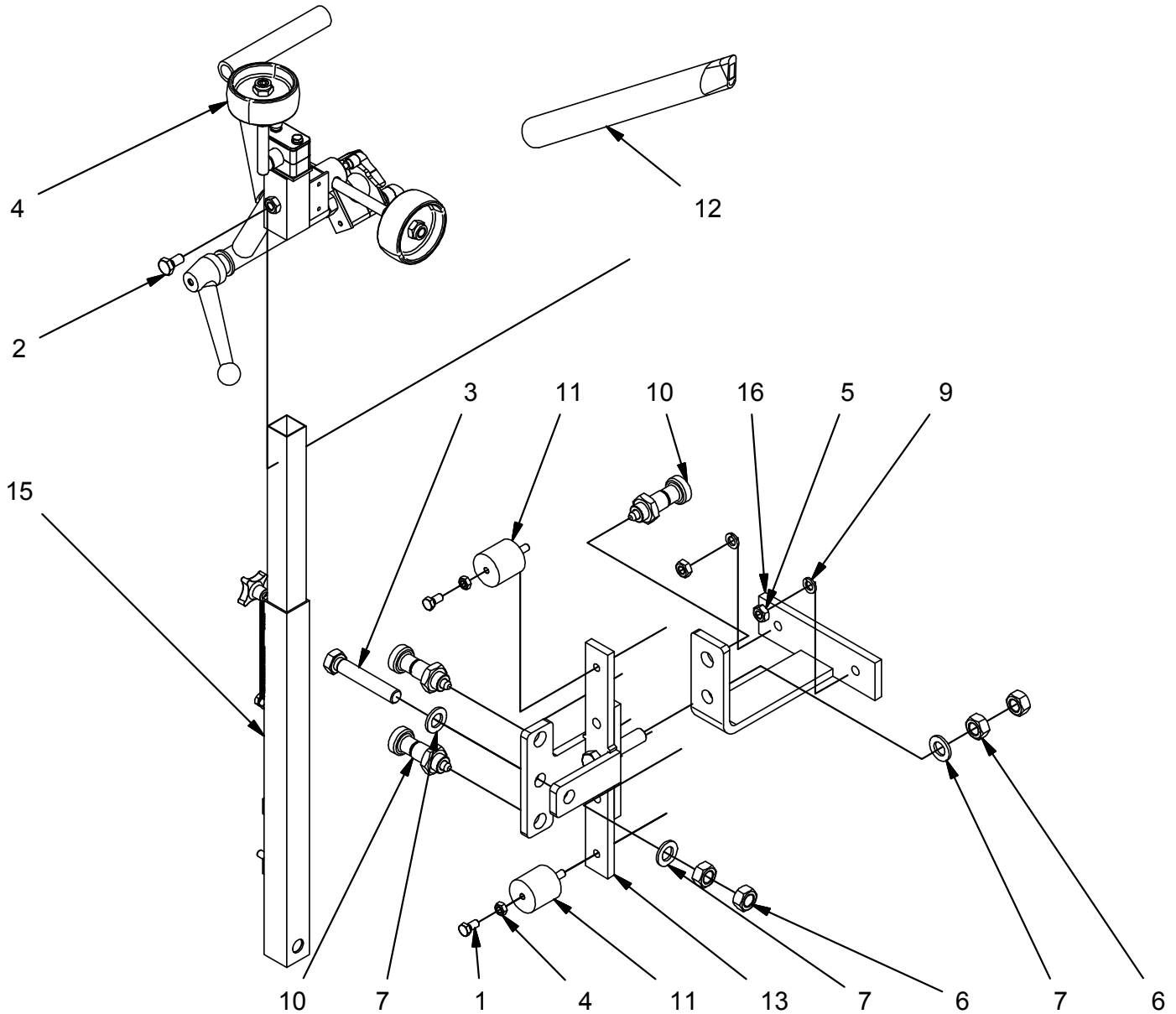
valid as of:
July 2008
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Pos.	Quantity	Item no.	Designation
1	1	79 04 01 00	Rissomat GX100 engine
2	1	79 04 01 99	Deflector
3	1	79 04 02 00	Taper wedge plate
4	1	79 04 03 00	Taper clamping bushing



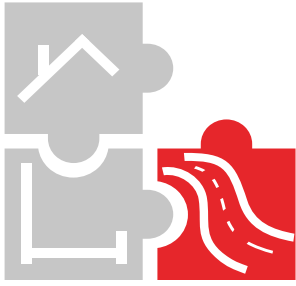
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SEAM MODULE COMPLETE Spare parts drawing: 79-Seam



valid as of:
June 2014
Index: 003

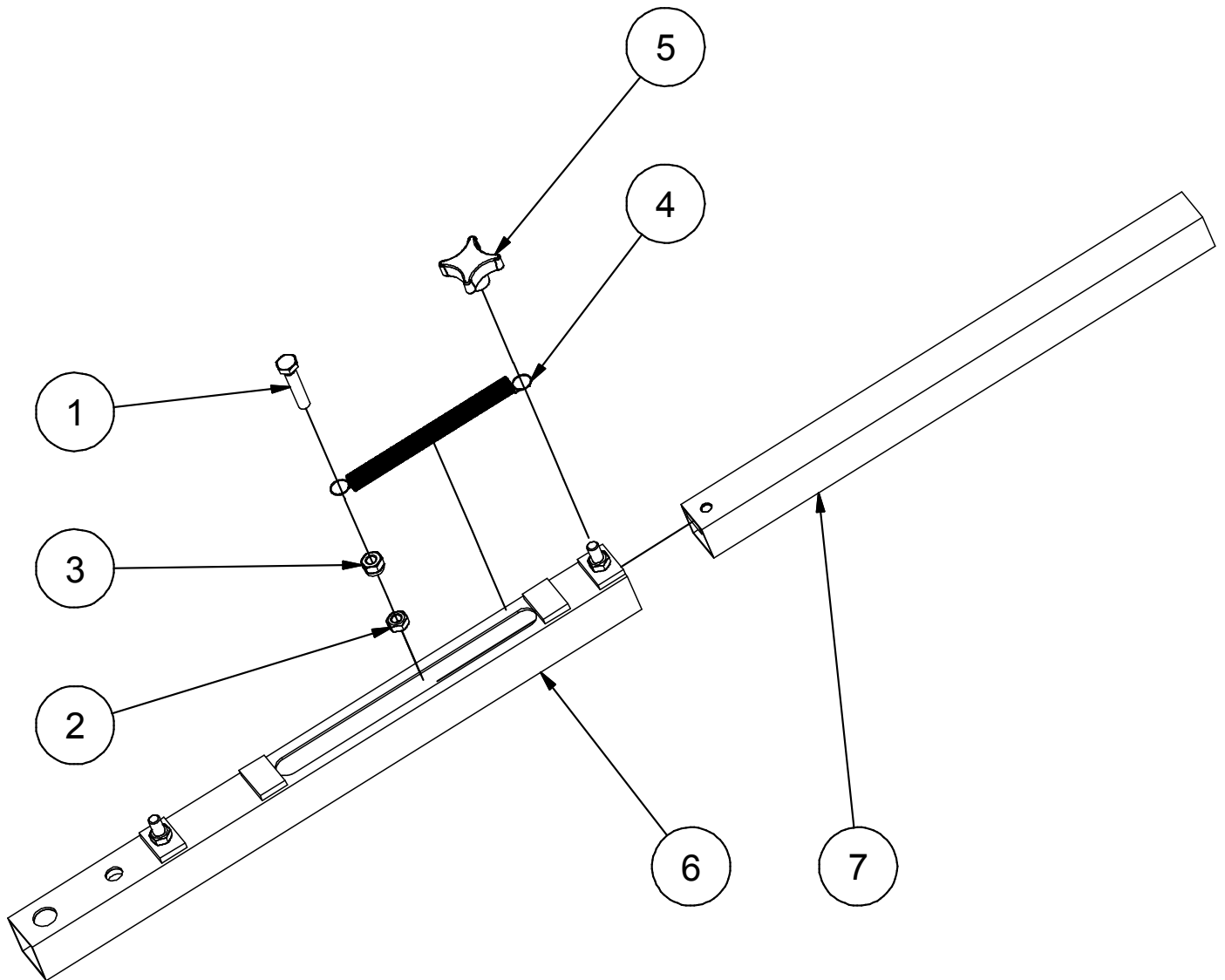
Pos.	Quantity	Item no.	Designation
1	2	02 01 03 01	Hexagon screw M8x16
2	1	02 01 04 02	Hexagon screw M10x20
3	1	02 01 06 12	Hexagon screw M16x90
4	4	02 10 01 03	Nut M8
5	2	02 10 01 04	Nut M10
6	4	02 10 01 06	Nut M16
7	3	02 11 01 06	Washer A17
8	2	02 13 04 00	Spring ring A8
9	2	02 13 05 00	Spring ring A10
10	3	76 00 00 02	Locking bolt with nut
11	2	76 00 00 06	Buffer
12	1	76 02 08 00	Flexomat spray nozzle
13	1	78 07 00 00	Pivot point RAL 3000
14	1	78 12 00 00	Nozzle and wheel assembly complete
15	1	78 14 00 00	Arm complete RAL 3000
16	1	78 50 01 00	Arm receptacle



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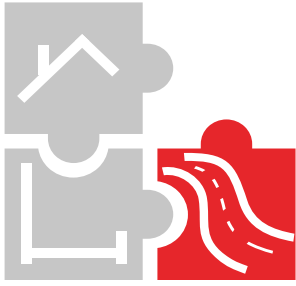
ARM COMPLETE - Spare parts drawing: 78 14 00 00

valid as of:
Mar. 2010
Index: 27



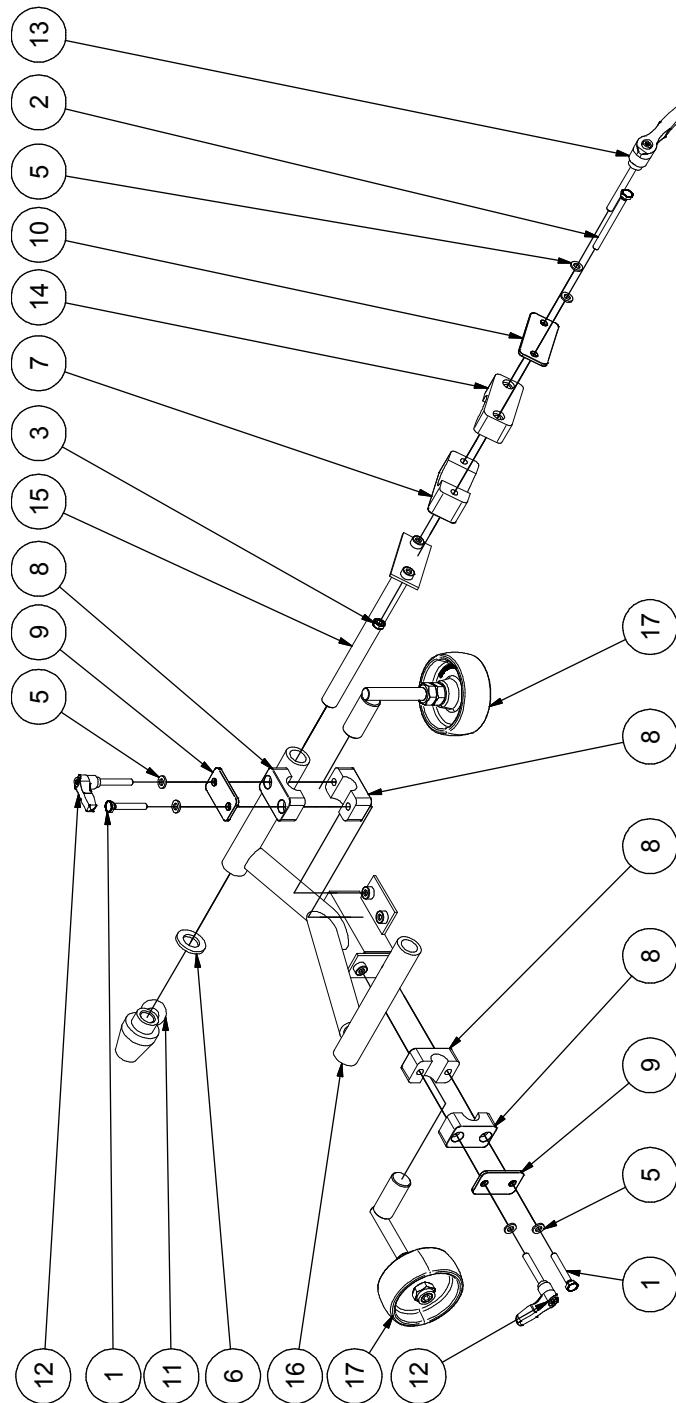
valid as of:
Mar. 2010
Index: 27

Pos.	Quantity	Item no.	Designation
1	1	78 06 00 00	Telescopic inner tube complete RAL 3000
2	4	02 10 01 03	Nut M8
3	1	02 11 01 03	Washer A 8.4
4	1	02 01 03 07	Hexagon screw M8x40
5	1	78 05 00 00	Telescopic outer tube complete RAL 3000
6	1	76 00 00 18	Clamping lever, black M8
7	1	76 00 00 05	Tension spring

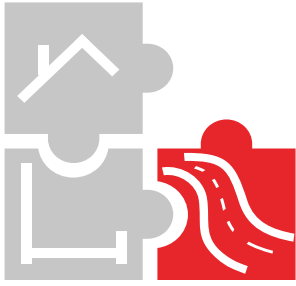


Flexomat 3.1

NOZZLE AND WHEEL ASSEMBLY - Spare parts drawing: 78 12 00 00

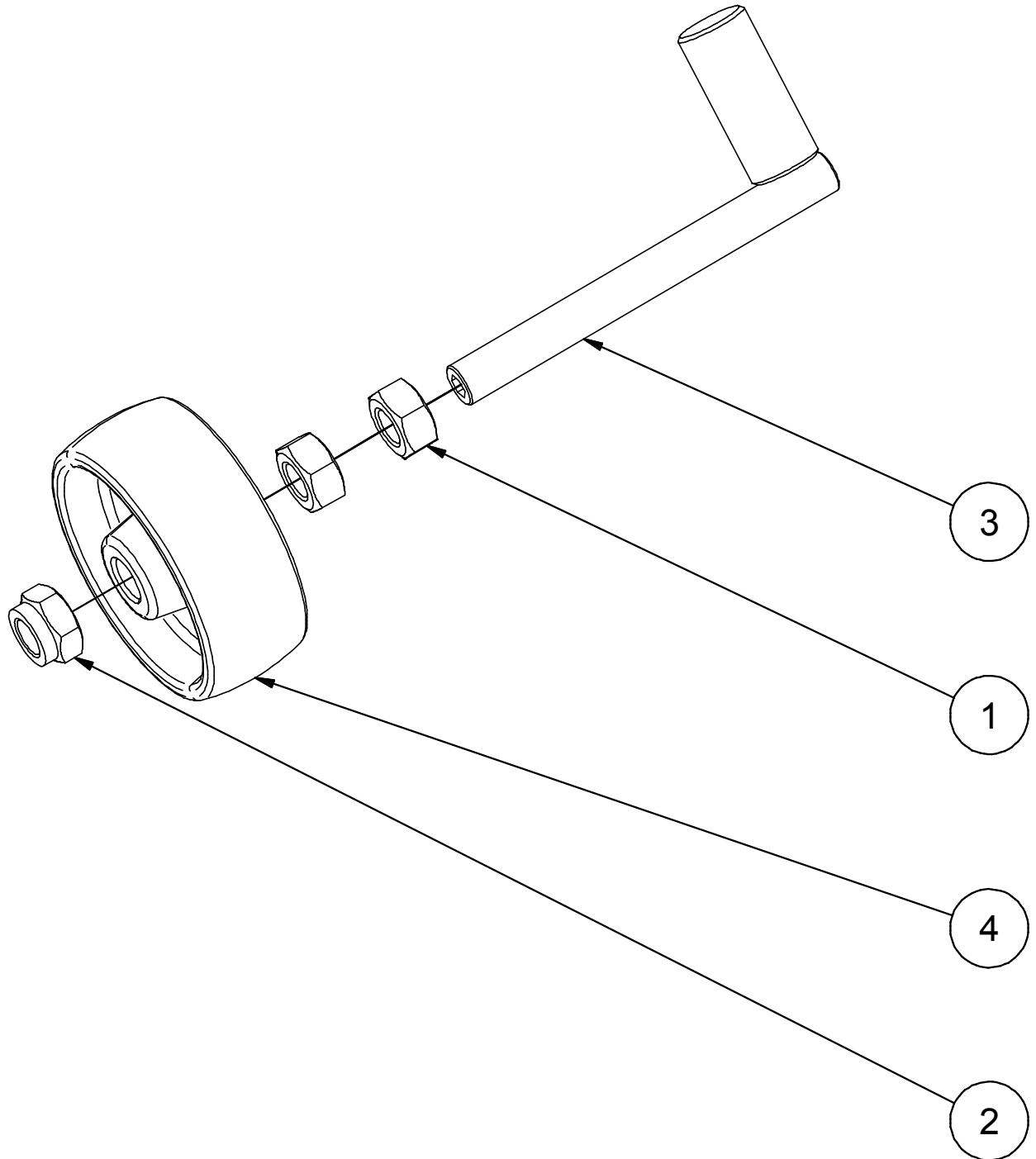


Pos.	Quantity	Item no.	Designation
1	1	78 11 00 00	Nozzle and wheel assembly
2	1	78 12 01 00	Wheel assembly complete
3	1	78 12 02 00	Wheel assembly complete long
4	4	76 00 00 09	Loose clamp size 3
5	2	76 00 00 10	Cover panel size 3
6	5	02 11 01 02	Washer A 6.4
10	2	76 00 00 17	Clamping lever with outside thread
11	1	76 10 00 00	Nozzle assembly
12	1	02 10 01 06	Nut M16
13	1	76 00 00 08	Loose clamp size 5 1/2 part
14	1	76 00 00 19	Clamp 1/2 divided and turned
15	1	76 00 00 11	Cover panel size 5
17	1	02 11 01 06	Washer A 17
18	1	76 00 00 15	Steel clamping lever with inside thread
20	2	02 01 02 07	Hexagon screw M6x40
21	1	02 01 02 11	Hexagon screw M6x60
22	1	76 00 00 18	Clamping lever with outside thread



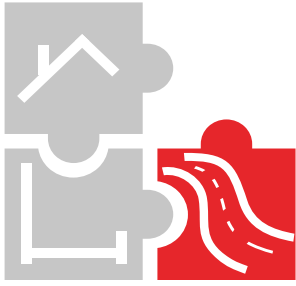
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WHEEL ASSEMBLY COMPLETE - Spare parts drawing: 78 12 01 00



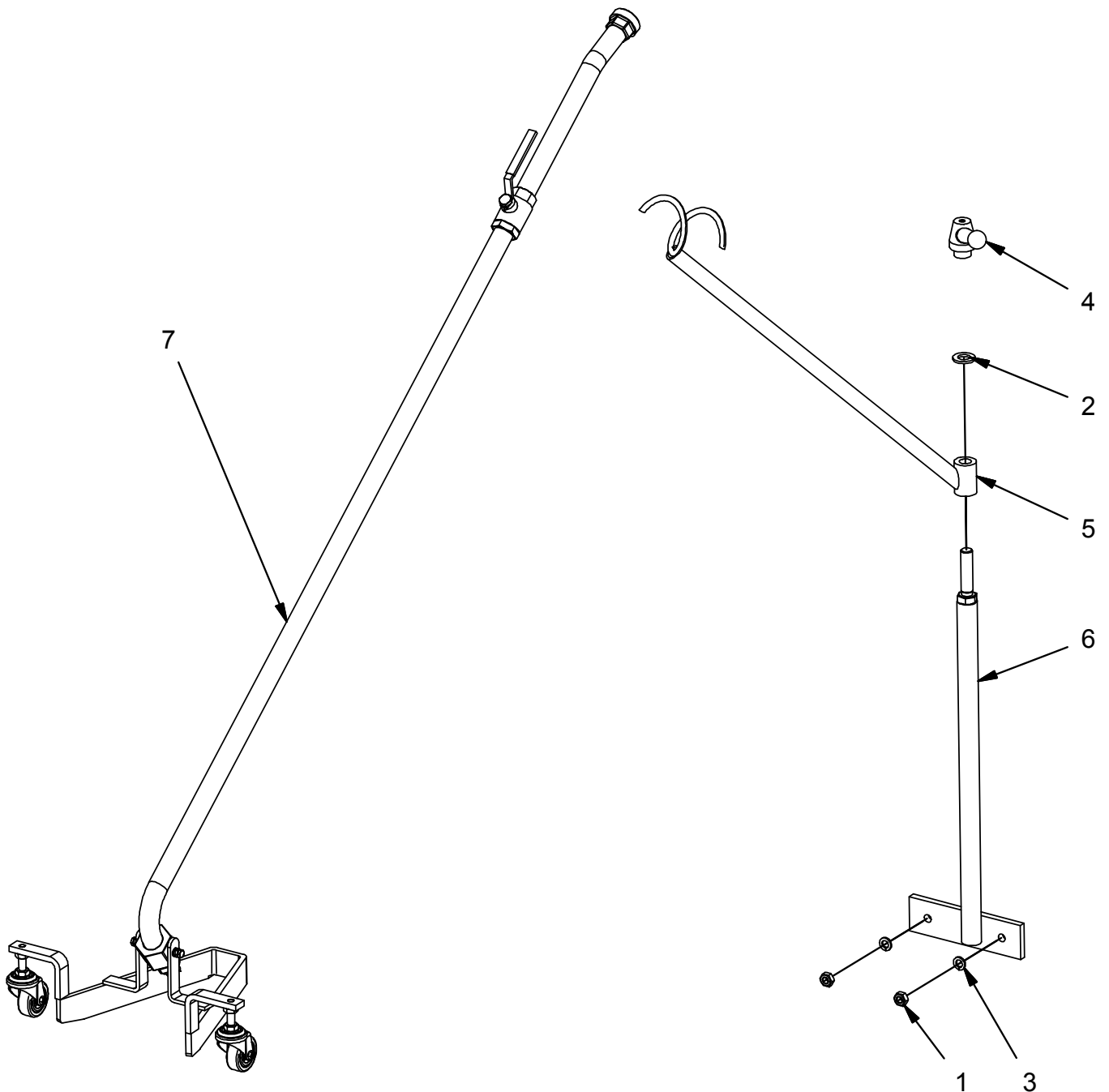
valid as of:
Mar. 2010
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Pos.	Quantity	Item no.	Designation
1	1	76 09 00 00	Wheel assembly
2	1	91 20 00 00	Polypropylene wheel, natural
3	2	02 10 01 05	Nut M12
4	1	02 10 02 05	Nut M12



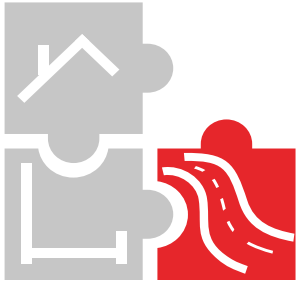
Flexomat 3.1

CRACK MODULE COMPLETE - Spare parts drawing: 79-Crack



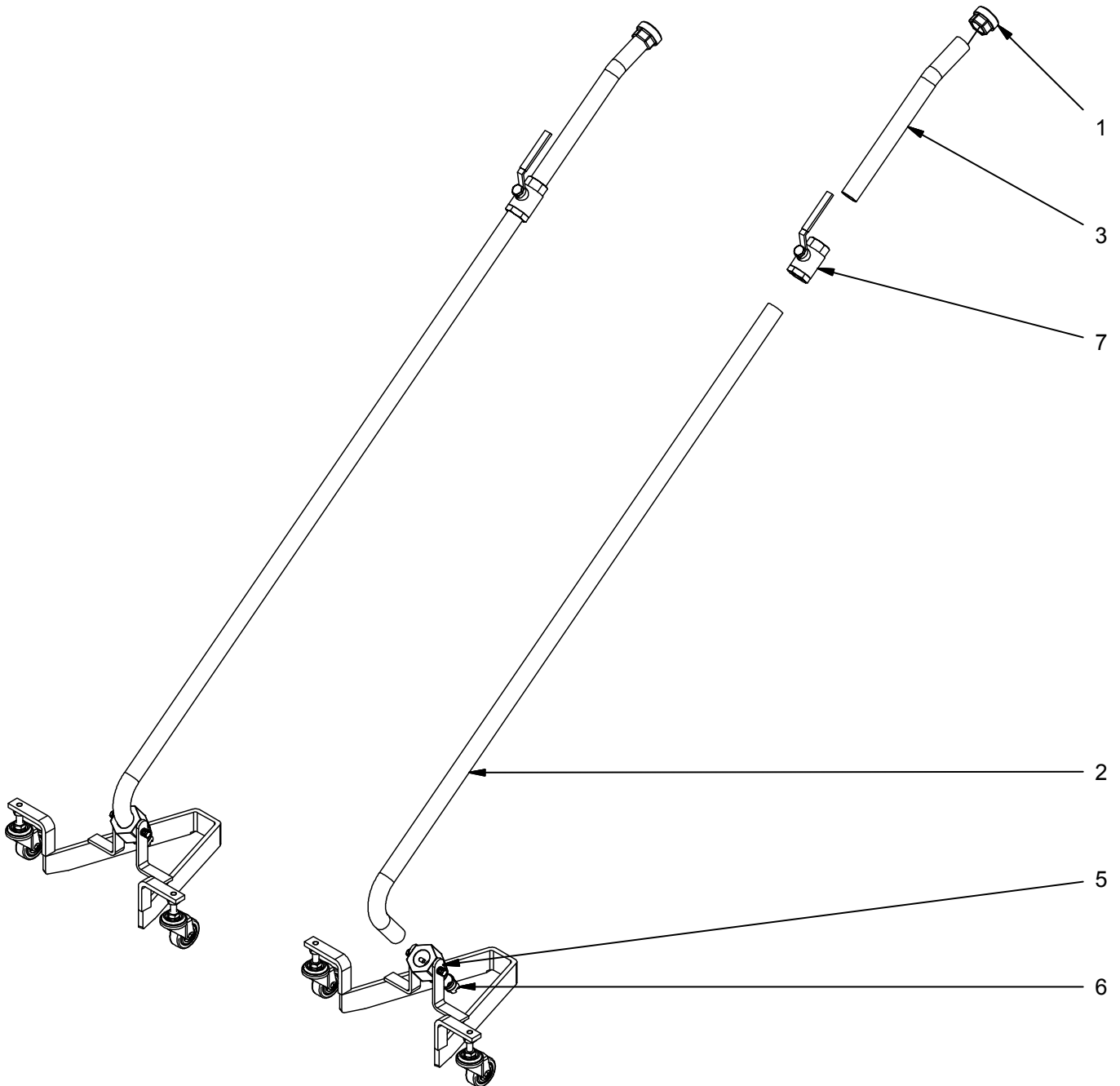
valid as of:
June 2014
Index:003

Pos.	Quantity	Item no.	Designation
1	2	02 10 01 04	Nut M10
2	1	02 11 01 06	Washer A17
3	2	02 13 05 00	Spring ring A10
4	1	76 00 00 15	Steel clamping lever with inside thread
5	1	79 05 00 00	Hose bracket (guide)
6	1	79 17 00 00	Hose guide receptacle
7	1	79 60 00 00	Rissomat spray boom
8	1	79 65 00 00	Spray hose (not illustrated)



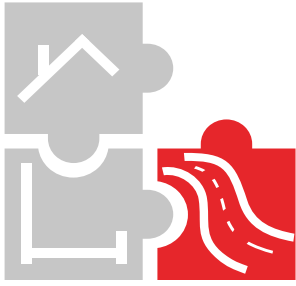
Flexomat 3.1

SPRAY BOOM - Spare parts drawing: 79 60 00 00



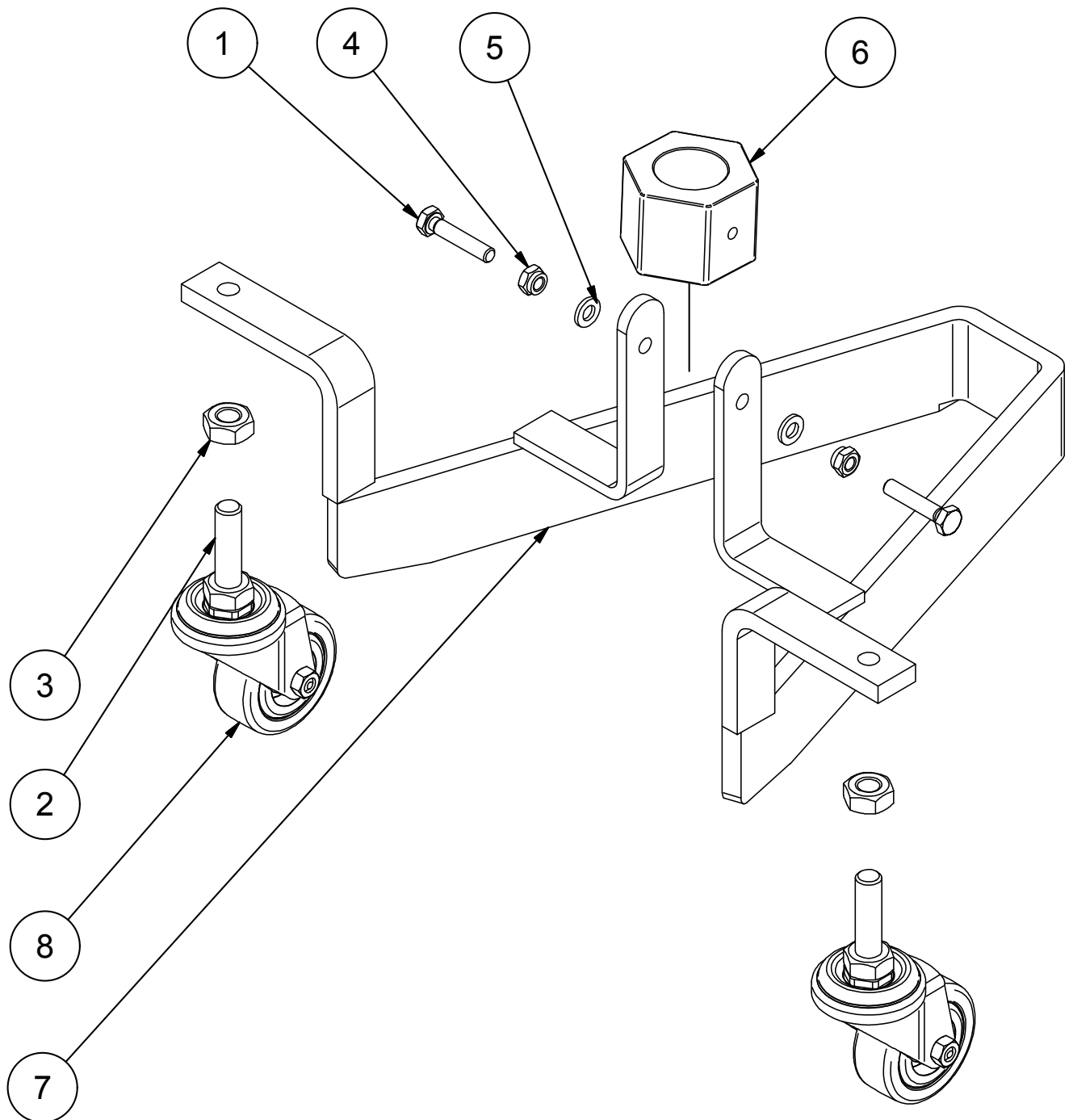
valid as of:
June 2014
Index: 003

Pos.	Quantity	Item no.	Designation
1	1	04 02 55 08	Screw fitting no. 380s - 3/4
2	1	79 60 01 00	Spray tube
3	1	79 60 02 00	Spray tube
4	1	79 60 04 00	Screed box complete
5	1	79 60 05 00	Union nut
6	1	79 60 06 00	Nozzle complete
7	1	79 60 07 00	Ball valve MS 3/42



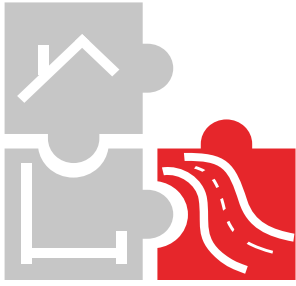
Flexomat 3.1

SCREED BOX - Spare parts drawing: 79 60 04 00



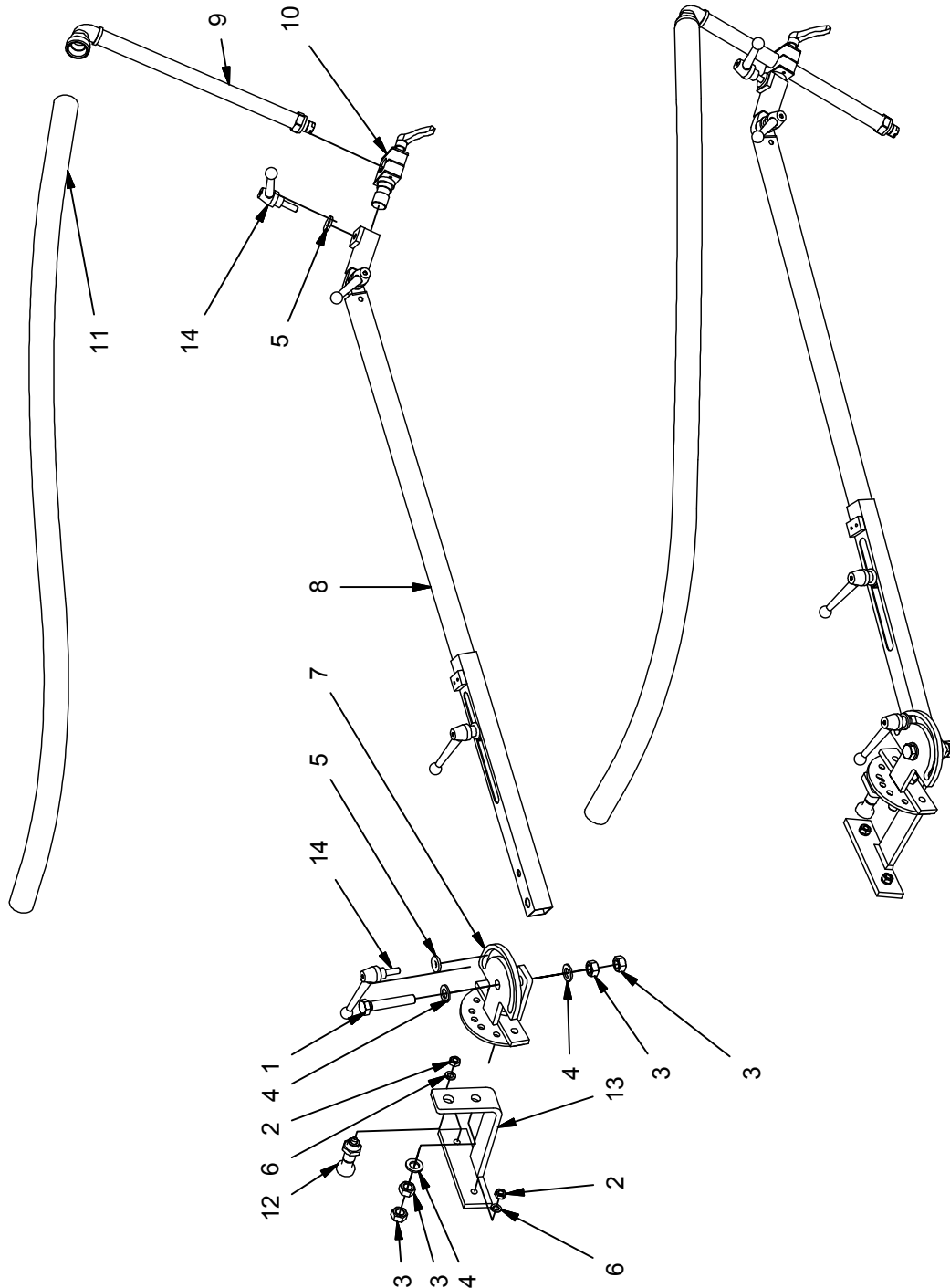
valid as of:
June 2014
Index: 003

Pos.	Quantity	Item no.	Designation
1	2	02 01 02 05	Hexagon screw M6x30
2	2	02 01 04 08	Hexagon screw M10x50
3	4	02 10 01 04	Nut M10
4	2	02 10 02 02	Nut M6 - self-locking
5	2	02 11 01 02	Washer A6.4
6	1	79 60 04 06	Screed box joint
7	1	79 60 04 10	Screed box
8	2	91 25 00 00	Swivel wheel assembly



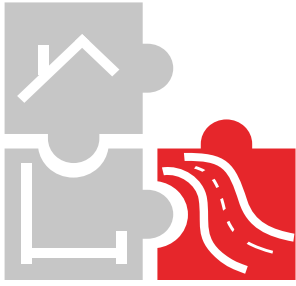
Flexomat 3.1

EDGE MODULE COMPLETE - Spare parts drawing: - 79-Edge



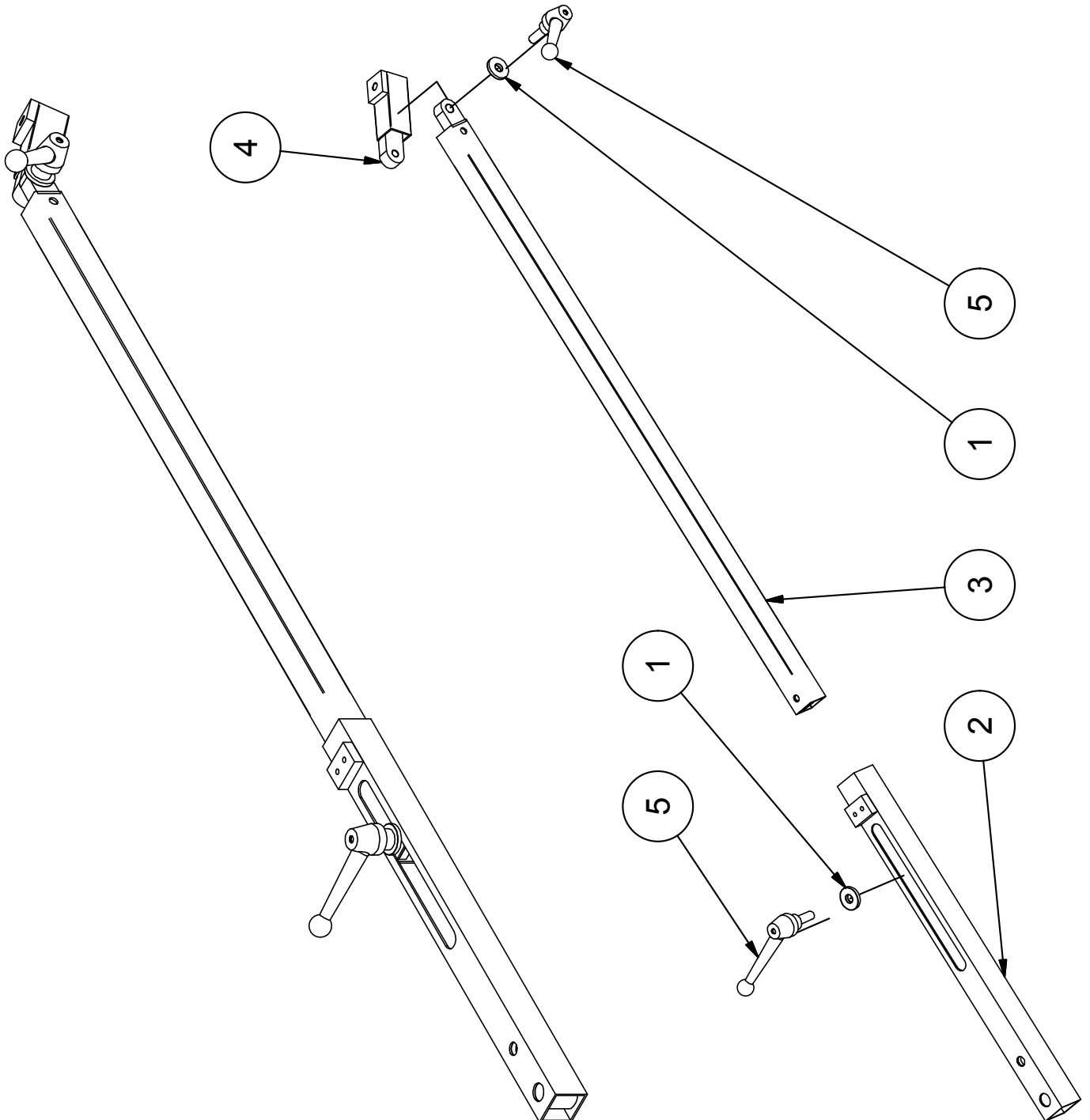
valid as of:
June 2014
Index: 003

Pos.	Quantity	Item no.	Designation
1	1	02 01 06 12	Hexagon screw M16x90
2	2	02 10 01 04	Nut M10
3	4	02 10 01 06	Nut M16
4	3	02 11 01 06	Washer A17
5	2	02 11 06 23	Washer 10.5x4mm outer diameter 28mm
6	2	02 13 05 00	Spring ring A10
7	1	68 02 00 00	Pivot point / setting
8	1	68 03 00 00	Arm complete
9	1	68 04 01 00	Randomat spray nozzle
10	1	68 04 02 00	Joint complete
11	1	68 05 00 00	Randomat spray hose
12	1	76 00 00 02	Locking bolt with nut
13	1	78 50 01 00	Arm receptacle
14	2	79 00 00 10	Steel clamping lever M10x30mm



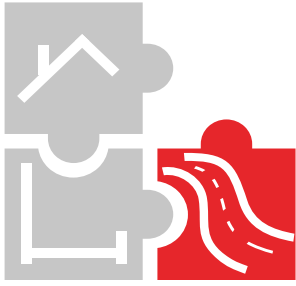
Flexomat 3.1

ARM - Spare parts drawing: 68 03 00 00



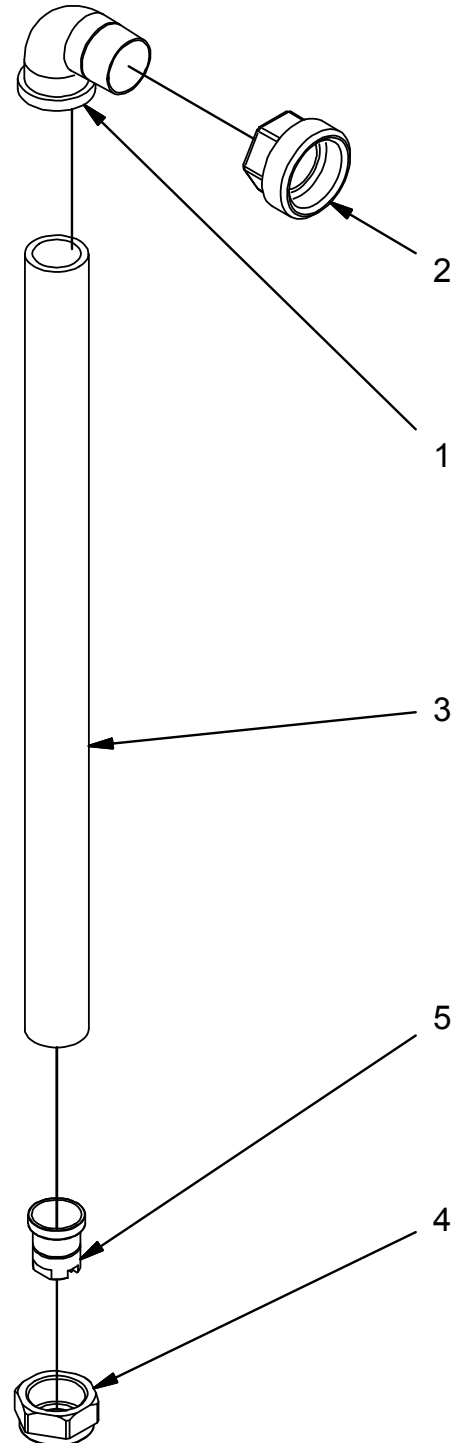
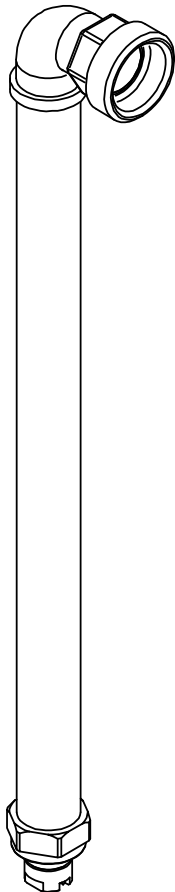
valid as of:
June 2014
Index: 003

Pos.	Quantity	Item no.	Designation
1	2	02 11 06 23	Washer 10.5x4mm outer diameter 28mm
2	1	68 03 01 00	Telescopic outer tube complete RAL 9005
3	1	68 03 02 00	Telescopic inner tube complete
4	1	68 03 03 00	Nozzle swivel arm
5	2	79 00 00 10	Steel clamping lever M10x30mm



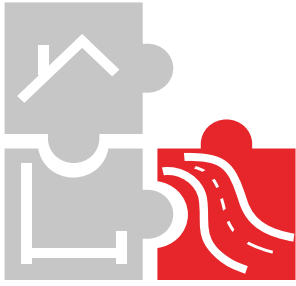
Flexomat 3.1

SPRAY NOZZLE COMPLETE - Spare parts drawing: 68 04 01 00



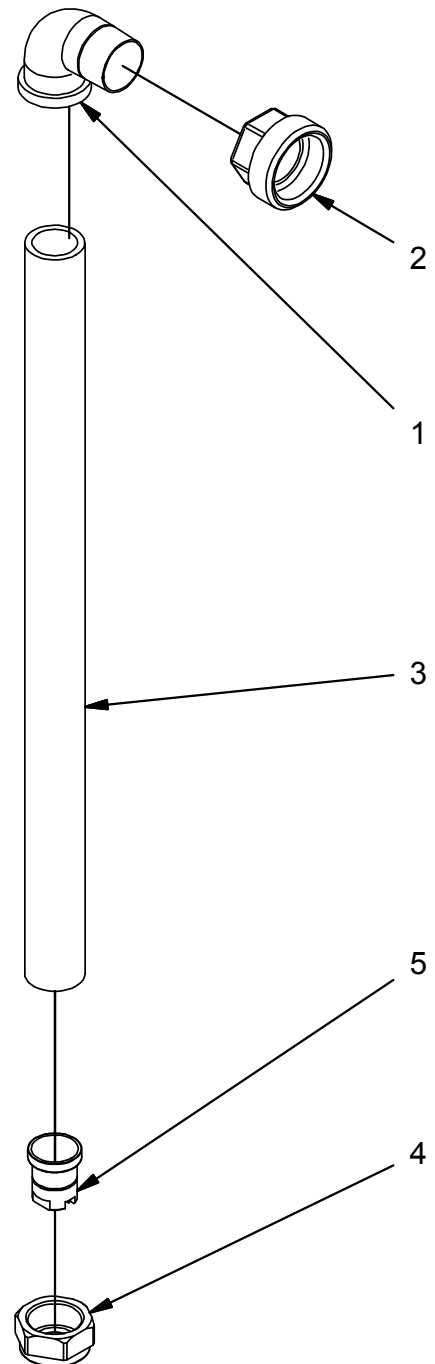
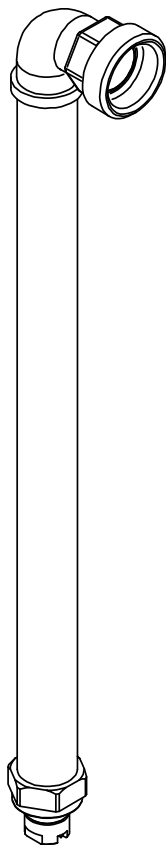
valid as of:
June 2014
Index: 003

Pos.	Quantity	Item no.	Designation
1	1	04 02 04 01	Bracket 3/4" 90° inside/outside no.92
2	1	04 02 55 08	Screw fitting no. 380s - 3/4"
3	1	68 04 01 01	Randomat spray tube
4	1	79 60 05 00	Union nut
5	1	79 60 06 00	Nozzle complete



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JOINT COMPLETE - Spare parts drawing: 68 04 02 00



valid as of:
June 2014
Index: 003

Pos.	Quantity	Item no.	Designation
1	1	02 01 02 01	Hexagon screw M6x50
2	2	02 11 01 02	Washer A6.4
3	1	68 00 00 01	Clamping jaw pair - HRL4KP26.9PP
4	1	68 00 00 02	Cover panel - HRL2DPSTZN
5	1	68 04 02 10	Randomat nozzle receptacle
6	1	76 00 00 22	Clamping lever with outside thread M6x50mm



order form

Designation

stamp / signature



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Info-Point

General terms and conditions

1. Applicability of the conditions

- 1.1 The seller's deliveries, services and offers are based exclusively on these terms and conditions. Hence, these terms and conditions also apply to all future business relations, even if they are not explicitly agreed upon.
- 1.2 These conditions shall be construed as accepted no later than the acceptance of the good or service. Terms or conditions contained in orders or counter-confirmations received from the buyer and any references to buyer's own general purchasing conditions are hereby explicitly opposed. Deviations from the seller's general terms and conditions shall only be effective if the deviations are confirmed by the seller in writing.

2. Offer and conclusion of contract

- 2.1 The seller's offers are non-binding and subject to confirmation. Contracts (orders and acceptance) as well as any modifications or additions to them must be in writing. Oral subagreements or oral assurances beyond what is contained in the written contract are ineffective.
- 2.2 Any and all subagreements require seller's written confirmation. The documents integral to an offer, such as technical information sheets, etc., are only applicable if they have been explicitly designated as binding.

3. Price calculation and payment

- 3.1 All prices are exclusive of the legal turnover tax or other public charges. These expenses must be paid by the buyer. The seller reserves the right to modify seller's prices appropriately when, subsequent to the conclusion of the contract, costs change due to labor agreements, price increases from seller's suppliers or fluctuations in the currency exchange rate.
- 3.2 The prices for deliveries and services, if not agreed otherwise, shall be ex factory plus the costs of the packaging necessary for an orderly shipment.
- 3.3 The price calculation is based on the weights, figures and quantities calculated by the seller, unless the purchaser objects without delay.
- 3.4 The buyer can only offset by means of counter-claims which are undisputed or legally binding from the same contractual relationship or due to these claims assert a general lien.
- 3.5 Place of performance for the buyer's payment is the registered office of the seller. Payment must be made without discount and in such a manner that by the date due payment has been received on an account held by the seller.
- 3.6 In case of the buyer delaying payment—including in the course of ongoing business relations - or a fundamental deterioration in buyer's financial situation, the seller can require the buyer to pay or to provide a good-faith deposit. If buyer does not meet this demand, seller has the right, after a reasonable waiting period, to withdraw from the contract or to demand compensation due to non-fulfillment.

4. Passing of risk, shipment and delay in acceptance

- 4.1 Place of performance for all deliveries is the respective point of delivery. At the point of delivery, risk of accidental loss or damage of the goods passes to the buyer.
- 4.2 If there are no special agreements, the seller can select based on seller's own judgment the route, the type of shipment and the means of transport.
- 4.3 The buyer must return, carriage paid, rented containers and rented packagings emptied of any residues within 60 days; loss of or damage to the rented packagings shall be charged to the buyer if the buyer is responsible for them. Rented packagings (containers) must not be used for other purposes or for holding other products. They are solely made for the transport of seller's delivered goods. Labels must not be removed. The seller will not accept back any disposable packaging. Instead, the seller will inform the buyer of a third party who will accept the packaging materials in compliance with the Packaging Directive.
- 4.4 If the buyer delays acceptance, seller can store the remaining deliverable quantities at the risk and cost of the buyer, and charge for them as delivered including any incidental costs. The seller optionally also has the right, after a reasonable waiting period has expired, to withdraw from the contract or to demand compensation due to non-fulfillment.
- 4.5 The seller has the right to make partial delivery.

5. Delay, impossibility, and other contract infringement

- 5.1 In case of non-fulfillment of delivery deadlines, the buyer can set a reasonable delay limit in writing. After this deadline has been past without fulfillment, buyer has the right to withdraw from the contract. The withdrawal must be made in writing.
- 5.2 Seller cannot be held responsible for delivery and performance delays, even in relation to agreed deadlines and dates, due to force majeure or due to events which substantially hamper or render impossible seller's delivery/performance—this also includes material procurement difficulties arising at a later date, operational disruptions, strike, lock-out, raw material or energy shortages, personnel shortages, shortage of means of transportation, official decrees, etc., even if they occur to seller's subsidiaries or their successors. They give seller the right to postpone the delivery or performance for the duration of the obstacle, plus a reasonable period of time for recovery, or, because of portion left unperformed, to withdraw completely or in part from the contract.
- 5.3 In cases of negligence the seller is liable only for the infringement of basic contractual obligations and not for the compensation of typical foreseeable damage, whereby a damage no more than the amount of the net invoice value of the individual faulty delivery shall be replaced.

6. Inspection, processing, warranty and liability

- 6.1 The buyer must immediately—if necessary by applying a sample—test whether the delivered goods are faultless and suitable for their intended use. If buyer fails to test, the seller is released from any warranty or liability. The buyer is aware that goods sold by BORNIT have various use-by dates and areas of application. The buyer commits party ordering to the individual qualities of the goods which are described in detail in the product information sheets.
- 6.2 Objections regarding quality or quantity must be communicated in writing without delay, no later than seven days after receipt of the goods, to the seller specifying the type and extent of the complaint and the invoice and batch number(s) as well as the product name, in the case of less obvious shortcomings, at least eight days after their discovery. If based on the law a longer period is not mandatory or the seller has assumed a warranty, claims of defects shall be barred by the lapse of time after one year. Otherwise, the period set down by the law shall apply. The periods begin on the respective date of delivery/performance.
- 6.3 Binding for the establishment of a defect are control surfaces which are laid in the presence of one representative of the buyer and the seller respectively. Control surfaces on the object shall be especially cordoned off and labeled. About the control surfaces a record shall be prepared and signed by all the participants. If in the course of the warranty period defects in the goods delivered become visible, a joint inspection by the buyer and the seller shall take place. If it should turn out that the control surfaces have remained intact during the warranty period, it shall be found that damages to the remaining surfaces are not due to the quality of the delivered material, so that the warranty shall not apply. If damages occur during the warranty period both to the control surfaces and to the other surfaces, the seller shall carry out all the analyses necessary to describe the nature of the damage and determine the cause of the damage. If these analyses find that the damages are due to a defect in the delivered goods and not to a load which goes beyond the load stated at the time of the acceptance of the warranty, or other influences for which BORNIT-Werk Aschenborn GmbH is not responsible, the buyer has the following rights.
- 6.4 If the object of the contract is defective, the seller shall supply a substitute delivery/performance because of the defect, excluding any other claims. If the buyer is not interested in a substitute delivery perfor-

mance or if the necessary expense of the substitute delivery/performance is out of proportion to the advantage for the buyer, the buyer has the right to demand optionally either a reduction in the remuneration or an annulment of the contract. An annulment of the contract is excluded if the nature of the contractual performance does not permit a withdrawal. The above paragraphs encompass the buyer's rights in case of defects in the objects of the contract and exclude other claims of any other kind. If seller has assumed a warranty for quality, the buyer has legal rights based on the defect.

- 6.5 The seller is liable in accordance with the following provisions for damages—no matter what the legal basis - if the seller, seller's legal representatives, seller's agents or seller's employees have culpably caused them.
- 6.6 Liability towards the buyer is excluded except for damages related to loss of life, personal injury or illness and in cases of intent and gross negligence. This does not apply if the seller has assumed a warranty for the quality of the thing.
- 6.7 Seller's liability is limited to foreseeable damages. The liability for the consequences of defects is excluded based on provision 6.6.

7. Returns

- 7.1 The acceptance of returns of goods delivered free of defects by the seller is excluded. If, as an exception, the seller declares seller's agreement to accept defect-free goods, a credit will only be issued after seller's laboratory has determined their unrestricted reusability. For the costs of the testing, processing, converting and repackaging, the actual costs of at least 20% of the billed amount or at least 30 euros will be subtracted. Such a credit is not paid out in cash but is used as an offset against future deliveries.
- 7.2 If the laboratory test should show that no reuse is possible, the full costs for the orderly disposal of the goods will be charged to the buyer.

8. Technical standards

The buyer is obligated to inform the seller in writing about the technical standards existing in buyer's country related to the delivered product. If the buyer does not do this, buyer must release seller from any liability which may arise from this towards third parties, unless seller was aware of the regulations in the buyer's country or was grossly negligent in not knowing them. The binding, technical guidelines which apply are primarily those technical specifications and the safety data sheets available for download any time at www.bornit.de.

9. Broad retention of title

- 9.1 Until all debts have been met which are due the seller on any legal basis now or in the future, the seller is assured the following securities which seller will release on demand according to seller's choice, if the value of the debt persistently rises by more than 20%. The security also extends to the recognized balances, if the seller books debt to the buyer in the current account (current account-qualification).
- 9.2 The goods delivered by seller remain seller's property (reserved title goods). The buyer has the right to process and sell the reserved title goods in orderly business activity. An orderly business transaction in the sense of this condition is not given if during the sales of the buyer or during buyer's other dispositions or actions to the benefit of a third party the assignment of buyer's debt to the third party is excluded. Pledges or security assignments of the reserved title goods are impermissible.
- 9.3 The property purchase of the buyer of the reserved title goods in case of processing or modification is excluded. Processing or modification always occur for the seller, but without any obligations for the seller.
- 9.4 In case of an integration or mixing of the reserved title goods with other movable items in such a manner that they become an integral part of a uniform thing, the seller will become a part-owner of this thing, the owner's share shall be determined by the value ratio of the items at the time of the integration or mixing. However, if the reserved title goods can be identified as the main component, the seller shall acquire the sole ownership. In the case of the integration of the reserved title goods into a structure, the seller shall be assigned any claim of the buyer, as part of an order, to a security pledge from the contractor on the property of contractor's client amounting to the share corresponding to the reserved title goods.
- 9.5 The corresponding debts arising in connection with the resale / reprocessing or some other legal basis in relation to the reserved title goods shall be assigned by the buyer to the seller effective immediately in the amount equivalent to the purchase price of the reserved title goods. The buyer has the authority to collect these debts for the seller. The authority to collect expires if the buyer fails to meet in an orderly manner buyer's payment obligations to the seller. In this case the seller has the right to disclose the third party debtor of the assignment.
- 9.6 The buyer is obligated at buyer's own expense to communicate to the seller without delay the information necessary to assert seller's debts and other claims and to provide the documentary evidence if it is in buyer's possession. The obligation exists correspondingly in case of a judicial foreclosure on things, debts and other rights to assets belonging to the seller; the buyer must inform the seller without delay about the judicial foreclosure; buyer will also inform the execution creditor in writing of the rights of the seller.
- 9.7 If third party debtors make an assignment dependent on the condition that all of the debts owed the buyer from one building contract must be assigned, the buyer, effective immediately, assigns to the seller by way of security the whole of the debt owed buyer. Besides the above obligations related to the communication of information and documentary evidence mentioned above, the buyer is obligated to notify, in writing, third party debtors of the assignment jointly with the seller.

10. Applicable law and venue

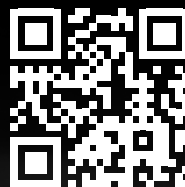
- 10.1 All the legal relationships with the seller shall be construed in compliance with the law of the Federal Republic of Germany. The application of the „United Nations Convention on Contracts for the International Sale of Goods“ is excluded.
- 10.2 If not opposed by legally mandatory regulations, the venue agreed shall be the headquarters of the seller, for court actions filed by the seller also the headquarters of the plaintiff.

11. Final provisions

- 11.1 The German language text of these General Terms and Conditions shall rule.
- 11.2 If individual provisions of these General Terms and Conditions are invalid or unenforceable or be excluded by special agreement, the remaining provisions shall remain valid.
- 11.3 The seller stores the data of seller's buyers in the course of seller's mutual business relations in compliance with the German Federal Data Protection Act.

Status: March 2005

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