

General Terms of Sale and Delivery

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1. Conclusion of Contract.

The following terms shall be applicable for all our deliveries and services. The purchasing terms of the Buyer shall bind us only if accepted in individual cases explicitly in writing.

Our offers are always non-binding. Orders placed with us as well as any modifications of orders shall be binding in all cases for the Buyer. For us, orders placed or modifications made shall be binding through our order confirmation in writing only.

2. Prices.

Our prices are current prices. For orders without an explicit price agreement, the prices of the delivery day shall be applicable. All prices are applicable ex works and exclusive of the respective statutory value added tax, packaging, freight, customs, insurance, etc.

We shall be entitled to effect a reasonable price increase if, after the submission of a quotation, changes have occurred with raw material or auxiliary material prices, wages, salaries, freight, public duties or other external costs.

By participating in the tool costs or taking over the tool costs, the Buyer shall not acquire a right to the tools. The tools shall remain in our property. Cash discounts, discounts and payment terms with a view to the tools shall require a specific agreement. We shall be entitled to dispose of the tools three years after the last delivery.

3. Delivery and Delivery Term.

Our deliveries are subject to timely and due deliveries of our pre-suppliers.

Indications as to delivery times are approximate. The delivery time starts with the day of acceptance of the order by us, however, not prior to the complete clarification of all details of realization. If the Buyer has to procure documents, data, approvals, releases, etc. or to effect a down-payment, the delivery term shall not start prior to the fulfilment of these obligations.

Necessary export documents shall be procured by the Buyer.

The dispatch or handover in the works and/or warehouse shall be decisive for the compliance with the delivery terms and dates. They are considered to be observed with the notice of readiness for dispatch if the goods cannot be dispatched timely for reasons that are not our fault.

The Buyer shall not be entitled to refuse partial deliveries. According to the type of goods, deviations of weight, number of pieces, meters, etc. up to +/- 10 percent as regards the entire quantity concluded as well as partial deliveries are permitted unless our technical conditions of delivery, as applicable do not otherwise stipulate. The quantity units determined by us (according to goods, in general weights, in special cases also numbers of pieces, meters, etc.) shall be decisive for the calculation of the invoice value.

Impediments during realization and/or delivery of an order which cannot be eliminated by us or in an economically reasonable way (e.g. strikes, operational disturbances, lockouts, untimely receipt of pre-material, traffic disturbances, etc.) as well as their effects shall be considered force majeure and shall release us from the obligation of delivery without the Buyer being entitled to damages. We shall be entitled to carry out the deliveries ordered after the impediment is eliminated.

The right to damages due to delay in delivery is also excluded in all cases, if the latter has occurred due to damage of the equipment and tools used in the production of the material ordered.

4. Qualitative Acceptance Test.

Material delivered by us will only be subject to this test if the corresponding material standards ensure an acceptance or if it was agreed explicitly upon placement of the order. The costs of the test shall be borne by the Buyer.

The test shall be carried out within an adequate time period, however, within two weeks after readiness for delivery reported at the latest. Otherwise the test shall be deemed to be carried out and the goods to be delivered according to agreement. In such a case we shall be entitled to dispatch the material or to store it at the expense and risk of the Buyer.

5. Packaging.

If packaging is required in the Seller's view, it is carried out in a commercial way and at the expense of the Buyer.

6. Dispatch, Passing of Risk and Insurance.

The dispatch route and the dispatch means as well as the forwarding agent and the carrier shall be determined by us. With the handover of the goods to the forwarding agent or carrier, the risk, including the risk of seizure of the material, shall pass over to the Buyer.

Freight costs, the costs of any insurance of the dispatch on request of the Buyer, customs duties, etc. shall be at the expense of the Buyer. The realization of special loading and dispatch instructions conferred by the Buyer shall be at the risk and expense of the Buyer.

7. Taking Over and Delay of Acceptance.

Goods ready for dispatch shall be collected immediately by the Buyer. The non-timely provision of any necessary dispatch instructions or non-timely collection of goods shall lead to delay of acceptance by the Buyer. In such a case we may optionally arrange the dispatch of the goods to the Buyer or store the goods; all this at the risk of the Buyer. Additional costs or damages resulting therefrom shall be borne by the Buyer and/or refunded by him to us. The statutory provisions and legal consequences of delay of acceptance shall not be affected by this.

If the Buyer does not take over our due delivery or the necessary documents of delivery, our order is fulfilled and the Buyer shall be obliged to full payment. In such a case we shall be entitled to store the material at the expense and risk of the Buyer.

8. Tolerances, Weight, Other Quality Features.

Unless otherwise agreed explicitly in writing, existing standards (e.g. EN, DIN, ÖNORM etc.) shall be applicable for the specifications agreed. For the rest, our technical conditions of delivery shall be applicable.

Deviations of dimension, weight and other quality features shall be allowed within the framework of the standard agreed or as customary.

The costs of any examinations, analyses etc. shall be borne by the Buyer.

9. Warranty.

The warranty term shall start on the day when the readiness for dispatch is stated and/or with the passing over of the risk of price to the Buyer and shall end after six months.

The date when the goods leave the works shall be decisive for the conditions of the goods according to the agreement.

The Buyer shall always bear the burden of proof for the fact that any defects were existent already at the time of handover.

After the agreed acceptance of the goods has been carried out by the Buyer, any claims of defects which can be detected during the agreed type of acceptance shall be excluded.

Any claims of defects must be stated in writing to be valid.

The Buyer shall notify us immediately of any defects of the goods as ascertained or which he would have had to ascertain by examination in the ordinary course of business after acceptance. In case of hidden defects, such notice shall be carried out immediately upon their discovery.

If the Buyer fails to notify the Seller, he shall no longer be able to assert claims for warranty. (§§ 922 et seqq. ABGB [Austrian Civil Code]), for damages due to the defect itself (§ 933 a par. 2 ABGB [Austrian Civil Code]) as well as due to an error on the absence of defects (§§ 871 et seq. ABGB [Austrian Civil Code]).

We are liable for those parts of the goods which we purchase from pre-suppliers only within the framework of the warranty claims due to us against the pre-supplier.

A claim on us by the Buyer according to § 933b ABGB [Austrian Civil Code] shall be excluded explicitly.

The condition precedent for the recognition of a defect shall be the fact that the goods have been used according to their conditions of quality.

If the Buyer does not provide to us the possibility to ascertain the defect ourselves, or if he does not make available, particularly upon request, the goods found defective or samples of them immediately, any claims for defects shall be void.

If a defect is recognized by us, it is at our discretion to take back the goods at the price charged, to eliminate the defect or to carry out a substitute delivery for returning the goods.

Claims for defects shall be subject to a limitation period of one month at the latest after the written refusal of the claim of defects by us.

The subject provisions shall also be applicable for the supply of goods not included in this agreement.

10. Force Majeure.

Events of force majeure and other circumstances beyond our control (no matter if they occur with us, our pre-suppliers etc.) shall entitle us to postpone the delivery term by the duration of the impediment, and/or to withdraw entirely or partly from the contract, without being liable for any claims of the Buyer for damages.

11. Limitation of Liability.

We shall not be liable for direct damages, consequential damages (particularly from losses of production), loss of income and pure damages of property.

Nor shall we be liable for any case of slight negligence, unless personal damage due to injury of the physical state, of the physical integrity or of the health of a person forms the subject of the claims laid on us.

Our liability is generally limited to scope of cover of our corporate indemnity insurance. Moreover, in case of the violation of contractual obligations in all cases it is limited to the order value of the delivery causing the damage.

However, such exclusion does not comprise imperative claims according to the Product Liability Act.

If deliveries are carried out according to drawings or other data supplied by the Buyer and if the rights of third parties, particularly property rights, are infringed, the Buyer shall keep us indemnified and hold us harmless entirely against losses or legal proceedings.

12. Terms of Payment.

The invoice amount shall be paid in accordance with the payment terms agreed. Unless otherwise agreed, invoices are due immediately and without deduction.

Transfer expenses shall be at the expense of the Buyer.

The payment shall be effected in the currency agreed by transfer to one of our bank accounts.

Making use of cash discounts agreed require that there are no other obligations of payment due; this shall also be applicable with reference to other invoices.

A set-off by the Buyer with a counter claim shall be excluded explicitly.

Cheques and bills of exchange shall need a specific agreement and shall be accepted on account of payment only; interest and expenses shall be at the expense of the Buyer. Payment by bill of exchange shall not entitle the Buyer to a deduction of a cash discount.

The Buyer shall not be entitled to retain payments for any reason whatsoever.

In case of delay we shall be entitled to charge default interest at the amount of 8 % above the basic interest rate published by the Austrian National Bank, as applicable, however at least amounting to 12 % p.a.

In case of payment delay all dunning and collection expenses shall be reimbursed by the Buyer.

Payments shall always be credited to the oldest invoice or claim due. Expenses arising in connection with transfers or on the basis of documentary collection and documentary letters of credit for our deliveries in the Buyer's country or the country of destination shall be at the expense of the Buyer.

13. Obligation of Effecting Payments in Advance or Collaterals, Contract Withdrawal.

In case of non-compliance with the payment terms or publicity of circumstances which lead to doubts about the creditworthiness of the Buyer in terms of bank and credit insurance, we shall be entitled, irrespective of earlier agreements to the contrary, to carry out deliveries and services still pending only against advance payment or collateral, or to withdraw from the contract and request damages due to non-performance.

In case of payment delay or publicity of payment difficulties, we shall be entitled to render due for payment all claims still open with simultaneous suspension of further deliveries ("Terminverlust"), to withdraw from all contracts not yet performed and to retain advance payments received until the determination of any compensation for damage and/or credit to our claims. Irrespective of this procedure we shall have the right to carry out deliveries still pending against payment in advance and provision of a collateral.

14. Reservation of Title.

All goods delivered shall remain our property until full payment has been made (reserved goods).

To avoid seizure or any other impediment by third parties, the Buyer shall be obliged to introduce all reasonable measures to avoid this (marking, separate storage, etc.).

However, we shall be entitled any time to inspect the warehouse of the Buyer to request the goods in our possession against set-off of

the amount of exploitation as well as to prohibit the sale of the goods still under reserve of title.

In case of processing, mixing or combination with other goods not in our possession by the Buyer, the latter shall confer the right of ownership due to him on the new stocks or the item in the amount of the invoice value of the goods under reservation of title.

In case of seizure or other utilization of the goods by third parties, the Buyer shall be obliged to indicate the reservation of title and to advise us immediately thereof.

The Buyer may sell the goods under reservation only in the usual course of business, at his normal terms of business as long as he is not in delay, however, provided that he agrees to the reservation of title with his purchaser. The claims of the Buyer from the resale of the goods under reservation of title shall be assigned already now to us to secure our claims. The Buyer shall be obliged to inform us immediately on the circumstances which prevent an assignment of a claim (e.g. general assignment in favour of a bank). For the rest, the Buyer shall be obliged to inform his purchasers, and prove he did so, of the assignment of the claim and to make an entry in his accounting system (open item list).

If the goods under reservation of title are sold by the Buyer together with other goods not sold by us, the assignment of the claim from the resale shall be valid only at the amount of the invoice value of the respective goods under reservation sold.

If the reservation of title or the assignment is not effective according to the law in the scope of which the goods are placed, the collateral corresponding to the reservation of title or the assignment in this scope of influence is agreed. If the participation of the Buyer is required here, he shall take all measures necessary to substantiate and maintain such rights.

15. Applicable Law, Jurisdiction.

All contractual relationships shall be subject to the Austrian law excluding the international conflict of laws and rules (EVÜ, IPRG). It is stated explicitly that the UN Sales Convention (CISG) shall not be applicable to the subject agreement.

The place of performance for all services based on this agreement shall be Ranshofen/Austria.

If the Buyer has his seat in a country to which the Brussels I-VO (Ordinance no. 44/2001 of the Council dated 22/12/2000), the Brussels Convention (EuGVÜ) or the Lugano Convention (LGVÜ) is applicable, the international competence of the materially competent court in Ried im Innkreis (Austria) is exclusively agreed for any disputes resulting from this contract. Any other jurisdiction shall be excluded.

For all other parties of the contract, an arbitration court composed in accordance with the ICC Conciliation and Arbitration Rules shall decide on the matter conclusively in case of dispute.

16. Effectiveness

If individual provisions of these terms of sale are ineffective entirely or in part, all other provisions of them shall remain effective. The English version of these General Terms of Sale and Delivery is only for the convenience of the Buyer. In any dispute the German Version shall apply.