

1. General: The purchase agreement is only valid when confirmed by us in writing. Our General Terms of Sale and Delivery always constitute an integral part of the purchase agreement and shall also apply for all subsequent purchase agreements without requiring separate notification of such applicability. Verbal agreements and the Customer's Terms of Purchase shall only be applicable if confirmed or acknowledged by us in writing. Lack of objection shall under no circumstances constitute tacit acceptance on our part.

2. Price: Our sales prices are quoted exclusive of value-added tax which shall be paid by the customer at the applicable statutory rate. Any granted trade discounts, bulk discounts or credits, etc. are calculated on the basis of the sales prices excluding value-added tax.

If our price for the goods concerned is generally increased between conclusion of the purchase agreement and the time of delivery we shall be entitled to invoice this higher price. In such cases, the customer may withdraw from the purchase agreement immediately upon receiving notification of the higher price; notice of withdrawal shall be given by telefax (facsimile).

Increases in secondary costs, such as freight charges, insurance premiums, customs duties, etc. shall entitle us to raise our prices accordingly without simultaneously entitling to withdraw from the purchase agreement.

3. Exchange rate guarantee: Prices quoted in foreign currency are based on the average rate of exchange quoted by the Vienna Exchange on the issue date of our written order confirmation. If the exchange rate varies by more than 2 % to our disadvantage, we shall be entitled to adjust our prices accordingly. In such cases, the customer shall be entitled to withdraw from the purchase agreement immediately in respect of all goods not already dispatched by us; notice of withdrawal shall be given by telefax (facsimile).

4. Delivery date: The delivery date shall be the date agreed for dispatch of the goods or on which the goods are placed at the customer's disposal.

If this agreed delivery date is exceeded, the customer shall be entitled to withdraw from the purchase agreement after setting a period of grace of at least four weeks; notice of withdrawal shall be given in writing, by telefax (facsimile). The period of grace shall commence on the day on which we receive the customer's notice of withdrawal.

Claims for damages by the customer based on belated delivery or in the event of a withdrawal shall be excluded to the extent permitted by law.

If customer sends a truck to collect the goods from one of our works,

- a) we must be informed of the impending collection at least two days in advance with specification of the transport company or truck number, the goods to be collected and the quantities concerned;
- b) the truck must report ready for loading in our works on the agreed date not later than 12 noon Monday to Thursday and not later than 10.00 a. m. on Fridays;
- c) the truck driver must present a corresponding collection order.

All claims by the customer on account of belated handling are excluded, regardless of their nature.

5. On call deliveries: If it is agreed that goods are to be called by the customer during a specific period of time, we shall be entitled to withdraw from the purchase agreement partly or completely (even in respect of part orders already delivered) and without granting a period of grace of the goods are not called on schedule. We shall in all cases be entitled to charge storage costs for the period by which the agreed period of time is exceeded.

6. Shipment and transfer of risk: Unless agreed otherwise in writing, the form of shipment and route shall be decided at our discretion.

Unless agreed otherwise in writing the price risk shall pass to the customer when the goods are dispatched or, in the event of delayed acceptance by the customer, when they are ready for collection.

7. Notice of defects: Defective goods are deemed to have been accepted unless reported by the customer by telefax (facsimile) specifying the precise nature of the defect immediately, but at the latest within 8 days, of arrival of the goods at their destination.

This shall not apply in the case of defects which cannot be discovered within the above time limit, despite careful examination. Such defects shall be deemed to have been accepted if they are not reported as specified above immediately after being discovered and not more than 6 weeks after arrival of the goods at their destination. Notice of defects shall be accompanied by samples of the defective goods and vouchers at our request.

As soon as the defect is discovered by the customer, all further disposal of the good, in particular (further) processing of the goods shall become impermissible without our explicit consent at the risk of forgoing all other rights whatsoever.

Notice of defects shall not discharge the customer from his payment obligations.

Goods reported as defective shall not be returned to us without our prior written consent; this shall not apply in respect of the samples requested by us. If goods are returned nevertheless, all resultant costs incurred by us shall be reimbursed, regardless of the nature of such costs. The customer shall not assume any rights or other legal consequences from the fact that we have accepted the returned goods. Our examination of the defect shall likewise not give rise to any rights for the customer or other legal consequences.

The customer shall bear all risks concerning the suitability of the goods for a particular purpose or manner unless we have given a written assurance to the contrary. The rulings in sections 7 and 8 shall apply accordingly for all rights arising from such an assurance.

No claims whatsoever shall accrue in respect of goods which do not meet our standard quality as contractually agreed.

8. Warranty and liability: If notice of defects has been duly and justly given, we shall either reduce the price, improve the goods, deliver a replacement or take back the goods and refund the purchase price at our discretion and with due consideration of the customer's interests.

All other claims against us, particularly claims for compensation for direct or consequential damages are explicitly excluded to the extent permitted by law.

This exclusion shall also encompass claims under product liability, including claims of recourse. Those claims by the customer which cannot be excluded by law shall be limited to not more than the purchase price of the goods concerned, insofar as is legally permissible.

The customer shall pass this limitation of our liability on to his customers and oblige them to do likewise, thus ensuring that our limited liability is maintained until the goods reach their final user.

Any protective effect of the purchase agreement in favor of third parties is excluded.

9. Terms of payment: Our invoiced sales prices, including invoiced prices for part-deliveries, shall be fully paid in time and without deductions so that they are received by us not later than the date on which they are due. Defaulted payments shall be charged interest at 1 % above the applicable bank rate charge for current credits. Noncompliance with the terms of payment shall entitle us to withdraw from the purchase agreement without granting any period of grace and to claim damages for non-performance. The customer shall not be entitled to withhold payments on account of purported counterclaims which we have not acknowledged, nor to set off payments against such counterclaims. The customer may only assign claims against us to third parties with our prior written consent.

If we have to engage an attorney, collection office or similar in order to enforce our claims, the customer shall reimburse all our costs incurred in this context.

In the event of justified doubts as to the customer's solvency or credit – worthiness, we shall be entitled to withdraw from the purchase agreement or to make fulfillment of the purchase agreement upon securities, including advance payments, at our discretion. We shall be relieved of our obligation to deliver if the customer suspends payments or if insolvency proceedings are instituted against the customer or if his company is wound down.

10. Retention of ownership: We shall retain ownership to the goods delivered until the customer has discharged all this obligations in full, in particular until the purchase price has been paid in full, including all secondary costs, such as interests, charges, expenses, etc. The customer may dispose of the goods as required in the ordinary course of his business. Extraordinary disposal, such as pledging or transfer of ownership as security, shall not be permissible. If our goods are processed, mixed or combined with other materials, we shall acquire part-ownership of the resultant products commensurate with the value of our goods in relation to that of the other materials. The customer shall inform us without delay if the goods retained in our ownership are seized and assists us in safeguarding our rights; the shall furthermore reimburse all our costs incurred in this context, particularly those associated with action in opposition to execution.

11. Force Majeure: Force Majeure affecting us or our suppliers shall entitle us to interrupt deliveries for the duration of the obstruction and an adequate start-up period or to withdraw from the purchase agreement partly or completely, in keeping with the consequences of such obstructions. If delivery is delayed for more than three months due to Force Majeure, the customer shall be entitled to withdraw from the purchase agreement within two weeks in respect of the deliveries to the extent concerned.

Force Majeure shall include, but is not restricted to, the following: all catastrophe of Nature, such as earthquakes, lightning, frost, fog, storms, floods; war, laws, official intervention, seizure, transport disturbances; import, export and transit prohibitions; international payment restrictions; failure of raw materials and energy; operational disturbances, such as mechanical breakdown, explosions, fires, strikes, sabotage and lockouts, as well as all incidents which could only be prevented at disproportionate expense and by means which are not economically justifiable.

12. Trademarks and proprietary rights: Our goods normally bear a trademark and/or company logo. If such good are rewrapped, processed, mixed with other products, etc. the above signs may subsequently only be used with our prior written consent.

13. Consultation: Consultation provided by our staff shall not constitute any contractual relationship and shall not give rise to any subsidiary obligations associated with the purchase agreement. Details and information provided with regard to the suitability and use of our goods shall not be binding. To the extent permitted by law, we shall not assume any liability based on such consultation.

14. Statutory regulations: The customer shall be responsible for ensuring compliance with all relevant statutory and official regulations associated with the further use and/or resale of our goods.

15. Partial nullity: If any of the provisions of these Terms of Sale and Delivery prove or become invalid or unenforceable, this shall not affect the validity of the remainder. The invalid or unenforceable provisions be replaced by valid and enforceable provisions satisfying the legal and economic intent of the original provisions to the greatest possible extent.

16. Incoterms: Unless agreed otherwise in writing, the contractual rulings shall be governed by the latest valid edition of INCOTERMS (issued by the international Chamber of Commerce in Paris in 1953).

17. Applicable law: The purchase agreement shall be governed by Austrian law. The regulations of the United Nations Convention on Contracts for the international Sale of Goods shall not apply.

18. Place of performance: Unless agreed otherwise in writing, place of performance for delivery shall be Linz, Austria. Place of performance of payments shall be Linz, Austria.

19. Jurisdiction: Place of jurisdiction shall be Linz, Austria. However, we reserve the right to sue the customer before his own courts of law, at our discretion.

20. Priority version: The German version shall prevail to the exclusion of all others in the event of contradictions between the different present versions of our General Terms of Sale and Delivery. The German version shall also apply exclusively with regard to interpretation of our General Terms of Sale and Delivery.