

## General Terms and Conditions of Sales and Delivery

### 1 Preamble

- 1.1 The contractor (hereafter called Meusburger) accepts orders, sells, lets and delivers exclusively based on these terms and conditions of sales and delivery. The following terms and conditions apply to all services carried out by Meusburger or one of their named subcontractors in the framework of this contract. The version valid at the time of completion of the contract is always decisive.
- 1.2 These terms and conditions are considered to have been accepted at the latest with receipt of the goods or services. Verbally agreed changes or additions to this contract are only then effective, if they have been confirmed in writing by Meusburger.
- 1.3 Business or delivery conditions respectively by the client are explicitly excluded from the objective legal transaction and the total business deal, unless they have been expressly accepted in writing by Meusburger.
- 1.4 Offers are in principle subject to change and without obligation.
- 1.5 Technical as well as other changes remain reserved within the bounds of what is reasonable.
- 1.6 Are or do some of these business conditions become invalid or ineffective, then the validity of the other regulations will not be affected by this. The regulation which is totally or partially ineffective will be replaced by a regulation which will approximate the economical success of the ineffective regulation the closest.

### 2 Deliveries

- 2.1 Delivery occurs according to the conditions quoted in the relevant documents, based on the Incoterms valid at this time.
- 2.2 Meusburger reserves the right to make partial deliveries at its own discretion.
- 2.3 Complaints due to transport damages can only be accepted if they are recorded immediately with the carrier responsible on the delivery receipt when taking delivery of the goods. Furthermore, however, damages must be presented immediately, but at least within 14 days, in writing to Meusburger.
- 2.4 Delivery dates stated according to the order confirmation are only valid as guidelines. Acts of God or other unforeseen circumstances in the sphere of Meusburger or its subcontractors release Meusburger from observing the arranged delivery date.
- 2.5 Disruption in business and traffic and delivery by subcontractors not in accordance with the regulations are also part of unforeseen circumstances and release Meusburger for the duration of the delay or at Meusburger's discretion also finally from the commitment to deliver, so that no claims based on the withdrawal by Meusburger arise for the client. In this case, the client will be informed promptly. The consideration will be refunded promptly.
- 2.6 It is up to Meusburger to choose the type of packaging and dispatch of the goods and the means of transport.
- 2.7 Observing the delivery dates requires the fulfilment of the contract requirements by the client, especially the obligation to pay an agreed deposit as well as settle due accounts.
- 2.8 Delivery dates don't start before complete clarification of all performance details.
- 2.9 Meusburger charges part of the transportation costs to handle goods that are returned because of an order error by the client.
- 2.10 Meusburger charges an additional minimum order fee of EUR 10 for deliveries of a value of less than EUR 100.
- 2.11 The client bindingly declares his wish to purchase the ordered goods at the time of the order, regardless of the way of ordering. When goods are ordered electronically, Meusburger will promptly confirm receipt of the order. However, this electronic confirmation is not a binding declaration of acceptance of the offered contract. Meusburger is justified to accept the contract offer within 2 weeks. In case of goods ordered electronically, Meusburger is justified to accept the order within 5 working days of receipt. Meusburger has the right to decline the acceptance of the order - for example after checking the credit rating of the customer.

### 3 Prices

- 3.1 The prices mentioned don't include any sales tax. Packaging is included, with the exception of packaging for overseas shipments, which is charged extra.
- 3.2 To calculate the prices, the prices valid on the day of delivery are decisive; in case of doubt, the prices mentioned on the order confirmation or the offer respectively will apply.
- 3.3 Should wages based on collective bargaining regulations in the industry or internal business deals or should other cost centres relevant to the calculation or costs necessary for performing the service, such as those for materials, energy, transport, foreign workers, financing, etc., change, then Meusburger is justified to raise or lower the prices accordingly.

### 4 Payment

- 4.1 Payments are due 30 days after submission of the invoice without any deductions or expenses. The payment conditions, which have been arranged for the total order, apply to part invoices equally.
- 4.2 For orders which include several schedule units, Meusburger is justified to submit an invoice after delivery of each unit or service.
- 4.3 The client only then has the right to an off-set, when his counterclaims have been established absolutely or have been acknowledged by Meusburger. The client is not entitled to hold back any payments.
- 4.4 The client must pay interest on the debt during the late payment period at 8 % over the basic interest rate. The client is obliged to carry all costs and expenditures in connection with the collection of the claim, such as collection agency expenses or other costs necessary for an appropriate legal persecution.
- 4.5 In case of late payments by the client, Meusburger is released from all further service and delivery commitments.
- 4.6 Meusburger is justified, regardless of any regulations to the contrary by the client, to first credit payments to his oldest debt.
- 4.7 A payment will only then be deemed as having occurred, when Meusburger can dispose over the amount. The client will bear the costs and expenses connected with cheques or paper payments.

### 5 Warrantee, Guarantee, Liability and Complaints

- 5.1 The client must examine the delivered goods for defects and report these to Meusburger in writing within a period of 14 days from receipt of the goods; otherwise asserting the guarantee will no longer be possible. Hidden defects must be reported in writing within a period of 14 days after the discovery of the defect. Punctual mailing suffices for maintaining the time period.
- 5.2 Plates with special dimensions as well as non-stock items can usually not be taken back.
- 5.3 Defects to part of a delivery cannot give cause for complaints about the whole delivery.
- 5.4 Each time, Meusburger is responsible for only up to the value of the goods delivered by Meusburger with justified complaints.
- 5.5 Meusburger doesn't issue a guarantee that the item is suitable for the planned application and, accordingly, replacement claims which arise based on defects because of incorrect use will be declined.
- 5.6 It is agreed that the client must legally assert his rights to a warrantee for moveable assets in the sense of §933 ABGB within six months. This regulation doesn't apply to consumer businesses, according to the law against wrongful dismissal.
- 5.7 Parts subject to wear and tear and accessories, as well as repairs as a result of unauthorised interventions by third parties are excluded from the warrantee. When the contractual objects are used in connection with equipment and/or programmes of third parties, then a warrantee only exists for defects in function and/or performance, when such defects would also appear without such a connection.
- 5.8 Recourse claims in the sense of § 12 product liability law are excluded, unless the recourse claimant proves that the error has been caused in the sphere of Meusburger and at least can be blamed on gross negligence.
- 5.9 The client is responsible for the full burden of proof for all claim prerequisites, especially for the defect itself, the time of its discovery and the timelines of its reprimand. No guarantees in the legal sense are given. Manufacturer's guarantees remain unaffected by this.

### 6 Limited Liability

- 6.1 Except for the field of application of the Product Liability Act (PHG), the liability of Meusburger is limited to intention and gross negligence. The liability for lesser negligence, the compensation for consequential damage and monetary loss, lost savings, tax losses and third party claims against the client due to the damages are excluded.
- 6.2 The above limited liabilities do not apply to physical and health injuries to the client, which could be blamed on Meusburger.

### 7 Reservations of Proprietary Rights

- 7.1 The goods supplied remain the absolute property of Meusburger until the demands have been met. The client must look after the up-keep in accordance with the regulations (maintenance and repairs) at his own expense during this time. Mortgaging or protection transfers before complete payment are out of the question. The client must report immediately in writing about all actions by third parties regarding the goods, especially about access measures, as well as possible damage or destruction of the goods. The client must immediately report a change of ownership of the goods as well as its own change of address. The client must compensate Meusburger for all damages and costs, which arise from a violation against these obligations and from necessary intervening measures regarding access by third parties to the goods.
- 7.2 Meusburger is justified when the client displays behaviour contrary to the contract, especially late payment, to back out of the contract and for the goods to be returned. In addition, Meusburger is justified to back out of the contract when an obligation is violated, according to 7.1 and to request for the goods to be returned, when Meusburger cannot be expected to stand by the contract.
- 7.3 The goods supplied remain the property of Meusburger until the obligations have completely been fulfilled. The client is justified to further sell the reserved goods in proper business dealings. If the sale takes place on credit, then the client transfers the ensuing purchase price claim right away. If the sale takes place in cash, then the client is authorized and asked to receive the cash purchase price in the name of Meusburger. This must be kept separately and transferred immediately to Meusburger as payment of the debt.
- 7.4 Adapting and processing the goods by the client occurs in the name and on instructions of Meusburger. If processing the goods occurs, then Meusburger acquires a share in the new asset in relationship to the value of the goods supplied by Meusburger. The same applies, when goods are processed or mixed together with other goods, not supplied by Meusburger.

### 8 Transfer of Perils

- 8.1 The danger of accidental destruction or accidental deterioration of the goods is transferred to the client at the time of handing over, with a dispatch sale at the time of handing over the goods to the shipping agent, the carrier, or the persons or institution otherwise decided on for implementing the dispatch.
- 8.2 The transfer remains the same if the client is late in accepting it.

### 9 Place of Jurisdiction

- 9.1 As place of jurisdiction for all disputes arising indirectly or directly from the contract will be agreed to the local and competent Austrian Court of Jurisdiction at the headquarters of Meusburger.
- 9.2 For all legal relations between the client and Meusburger, including these terms and conditions of sales and delivery, Austrian Law will apply. UN commercial law is not applicable.
- 9.3 The general terms and conditions of sales and delivery are written in German, English, French and Italian. In case of doubt the German version shall be binding.

Meusburger Georg GmbH & Co KG. Release January 2010 (Subject to alteration)