

GENERAL CONDITIONS OF SALE

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1. General

All contracts and agreements are binding on us only after written confirmation.

Buyer's purchasing conditions are not binding on us unless we have expressly accepted them. Absence of objection shall in no case imply our consent. Offers are always made without obligation; the right of interim sale of goods in stock is reserved. Goods purchased for home consumption may not be exported without being worked up or processed, goods purchased for foreign consumption may not be used at home.

2. Prices

Unless otherwise stated, prices apply ex works without any deduction, excluding packing and excluding any fees for holding wagons available.

3. Delivery Dates

Delivery dates specified are subject to alteration, i.e. are not legally binding. Hence claims of any kind for damages in respect of delivery dates will not be entertained. Buyers are not entitled to refuse part deliveries.

4. Fulfilment and Dispatch

Dispatch and conveyance is in all cases, even when carriage paid, at customer's risk. Routing, means of conveyance and protective arrangements, which, like covered trucks, will be charged extra, are at our option, all liability being excluded. However, we will consider the buyer's wishes as far as possible. Goods announced ready for dispatch must be ordered forward immediately, otherwise any storage or warehousing to be at the buyer's expense and risk.

5. Provisions and Execution

Unless specially agreed, execution in respect of quality, dimensions and weight to be in accordance with the appropriate standard specifications with applicable modifications, of failing such standard specifications, in accordance with the custom of the trade. Unless official railway weighing is expressly agreed, invoices to be based solely on the weights determined by our checkweighers. All deliveries, irrespective of the means of transport by which they are made, to be charged on the total weight. Differences from totals of the calculated individual weights to be allocated to the latter pro-rata.

6. Long-Term Contracts and Exceeding of Quantities Contracted for

In the case of contracts running for long periods, goods are to be ordered away and appropriate specifications must be given to us for approximately equal monthly quantities. If goods are not ordered away or specified in due time, we shall be entitled, after a further term has been set without avail, to draw up specifications ourselves and deliver the goods, or to withdraw from the balance of the contract or claim damages for non-performance. If the quantity contracted for is exceeded upon buyer's order, we shall be entitled, but not obliged, to supply the excess quantity at the prices current on the date of the order.

7. Acceptance

Buyers shall accept those goods for which special quality specifications have been agreed or which are intended for export at the supplier's works immediately on being notified that they are ready for dispatch. If acceptance at the supplier's works is expressly waived or tacitly waived by failure to specify conditions of acceptance in the order, by any buyer, the goods shall be regarded as duly delivered and accepted on leaving the works. In the case of material to which quality specifications do not apply, buyers shall be entitled to make acceptance at supplier's works to such extent as it concerns external nature and

dimensions in the pile, i.e. without unpling the goods. Goods accepted or deemed to have been accepted shall be regarded as duly delivered and taken over. No subsequent claims or complaints can be entertained.

8. Claims, Complaints and Liability

In those cases in which the buyer is entitled to make a claim or complaint, the latter shall be made in writing within 14 days of arrival of the goods at destination. Claims for defects which cannot be detected, even on careful examination, within such period must be made immediately on discovery, any processing or working being terminated immediately, but not later than 6 weeks after receipt of the goods. Goods acknowledged defective will be taken back by us and will either be replaced or the price charged therefor ex our works, will be refunded, at our option, both provided that the goods are returned carriage paid. When goods are returned, our respective order number must be quoted in any bill of lading, shipping or dispatch documents and carriage account. Any further claims, compensation of whatever nature and on any grounds whatever, in particular, claims for compensation for direct or indirect damage or loss of profits, are expressly excluded.

9. Conditions of Payment

9.1 Our invoices including those for part shipment are to be paid in cash on the due date without deduction of any discount. In case of delay in payment, we shall be entitled to charge interest at 7% above the current rate for the main refinancing operations of the European Central Bank (ECB), according to the EU-Directive 2000/35/EG.

9.2 No deduction shall be made from any payment for any discount not expressly agreed at the time of order or for any sum alleged to be due to the buyer by way of set off or counterclaim.

9.3 Payment by way of bill exchange will only be permitted if expressly agreed and the buyer shall be responsible for all charges, duties, commissions, expenses or exchange differences in respect thereof.

9.4 Value Added Tax (or any other similar tax in force from time to time) shall be added to the contract price of the goods and any samples.

9.5 If payment is not made on the due date

9.5.1 all invoices which have not fallen due for payment shall become immediately payable

9.5.2 we shall be entitled to exercise all remedies available to us for breach of contract

9.5.3 we shall be entitled to withdraw from all other contracts with the buyer or to suspend delivery of any goods thereunder or to make delivery only upon such conditions as we may reasonably in our discretion decide.

9.6 In the event of our taking legal proceedings for the recovery of any sum due from you but unpaid you shall indemnify us in respect of all legal costs and expenses incurred by us in connection with those proceedings.

10. Right of Ownership

10.1 Until full payment for the goods has been received by us

10.1.1 the property in the goods shall remain in us but subject to Clauses 10.1.3 and 10.1.4 the buyer shall be at liberty to sell the goods in the ordinary course of business

10.1.2 the buyer shall keep and store the goods in such a manner that they can be identified as being our property

10.1.3 we may at any time revoke the buyer's power of sale by notice to the buyer if the buyer is in default for longer than seven days in the payment of any sum whatsoever due to us whether under this contract or otherwise or if we have bona fide doubts as to the solvency of the buyer

10.1.4 the buyer's power of sale shall automatically cease if a receiver or manager is appointed over any of the assets or the undertaking of the buyer or a winding-up petition is presented against the buyer or the buyer goes into voluntary liquidation or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.

10.2 Upon determination of the buyer's power of sale under Clauses 10.1.3 or 10.1.4 the buyer shall place the goods at our disposal and we shall be entitled to enter upon any premises of the buyer for the purpose of removing the goods from the premises (including severance from realty where necessary).

11. Force Majeure (Circumstances beyond Control)

Occurrences of force majeure, including also strikes, considerable breakdowns of the plant, the production of waste in connection with goods to be supplied and failure to receive supplies of coal and raw materials, as well as circumstances making delivery substantially more difficult or impossible for us, shall entitle us to defer delivery for the duration of the hindrance and a suitable starting-up period, or to withdraw from the contract in respect of the portion not yet fulfilled. Buyers may ask us for a statement as to whether we are withdrawing or intend to deliver within an appropriate period. If we do not declare our intention, buyers shall be entitled to withdraw.

12. Place of Fulfilment and Jurisdiction

The above conditions shall be construed according to the laws of Austria and all parties shall submit to the jurisdiction of the court of Justice in Krems/Donau (Austria) in connection with any dispute or proceedings arising out of any contract contained in these conditions.

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