

1. General provisions:

All transactions and agreements shall become binding on us only through our written confirmation. The buyer's conditions of purchase shall place us under an obligation only if we expressly accept them. Lack of contradiction certainly does not mean our approval. Offers are always subject to change and subject to prior sale of products in stock.

2. Prices:

Prices shall apply, unless otherwise stated, EXW supplying plant, Incoterms 2000, excluding packaging and excluding wagon provision fees, plus the respective statutory value-added tax. If, owing to changed legal standards, additional or increased charges, especially duties, levies and currency adjustment arise between the conclusion of the contract and delivery, we shall be entitled to increase the agreed price accordingly.

3. Delivery time:

The delivery dates stated are subject to change, meaning without legal obligation. Therefore, claims for damages of any kind with reference to delivery periods are ruled out. The buyer is not entitled to turn away part deliveries.

4. Performance and dispatch:

Shipment and dispatch shall be in all cases – even with delivery at no charge to buyer – at the buyer's risk. The method of dispatch and the means of transport and protection, which like covered wagons are billed separately, are left to our choice with the exclusion of any liability. We shall however take account of the buyer's wishes as far as possible. Goods reported as ready for dispatch must be called off immediately; otherwise they shall be stored at the buyer's expense and risk.

5. Rules of execution:

For the execution in terms of quality, dimensions and quantity, unless otherwise especially agreed, the relevant standards with the applicable deviations and, in the absence of existing standards, commercial practices shall prevail. With deliveries, regardless of the means of transport used, the total quantity or dimensions shall govern billing.

6. Long-term transactions and exceeding of transaction:

Given ongoing transactions over a lengthy period, call forward notices and the relevant specifications for roughly identical monthly quantities shall be forwarded to us. If the call forward notice or specifications are not received on time, we shall be entitled - having granted a fruitless extension - to draw up the specifications ourselves and to deliver the goods or to withdraw from the still outstanding part of the transaction or to request compensation for nonfulfilment. If the contractual quantity is exceeded through the buyer's call forward notices, we shall be entitled but not obliged to deliver the excess quantity at the current prices valid on the date of the call forward notice.

7. Inspection:

The buyer is obliged to inspect the goods at the supplying plant immediately upon notification of readiness for inspection. If the buyer explicitly or implicitly waives the right of inspection at the supplying plant by not including an inspection provision in the order, the goods shall be deemed properly delivered and inspected upon leaving the plant. Given materials without quality standards, the buyer shall be entitled to inspect the materials at the supplying plant insofar as this inspection extends to ascertaining the external condition and dimensions in the store, i.e. without the goods being removed from the store. Inspected goods or goods deemed

as inspected shall be regarded as properly delivered and accepted. Any subsequent complaints cannot be taken into consideration.

8. Complaints and liability:

In the cases where the buyer has a right of complaint, it shall be lodged in writing within 14 days of receipt of the goods at the destination. Defects which cannot be detected even given the closest examination within this period shall be notified without delay upon discovery with the immediate cessation of any handling or processing, at the latest however six weeks from receipt of the goods. If an item is defective, we shall be entitled at our own discretion to supplementary fulfillment in the form of removal of the defect, return delivery for a replacement free our plant, a reduction in the purchase price or its reimbursement. In the event of return delivery, our order number shall be indicated on the bill of freight, in the dispatch documents and on the bill of conveyance. Any damage claims above and beyond this of whatever kind and from whichever title, especially such relating to compensation for direct or indirect damage, such as loss of profit, are expressly ruled out.

9. Payment terms:

Our invoices, including for part deliveries, shall be paid in cash and without deduction by the due date. The buyer shall bear any bank charges. Given delay of payment, interest charges at a rate of 8 percent above the basic lending rate of the European Central Bank shall be paid to us. Noncompliance with the payment terms, or circumstances which entail a deterioration of the creditworthiness of the buyer shall result in all our claims becoming due and payable. In addition, we shall in these cases be authorised, given protection of our other rights, to perform outstanding deliveries only against cash payment or to withdraw from the contract or to demand compensation for nonfulfilment. The withholding of payments based on the buyer's alleged counterclaims which are not recognised by us is not allowed. The same applies to the offsetting of such counterclaims.

10. Reservation of ownership:

Until complete payment of all the buyer's financial liabilities, we reserve the right of ownership to the goods delivered. The buyer is entitled to resell the goods subject to reservation of ownership in the ordinary course of business. In this case, however, he transfers all liabilities arising from such a resale to us now.

11. Force majeure:

Force majeure, which includes natural phenomena, strikes, major industrial disruptions, the occurrence of rejects among delivery items, and the nonarrival of supplies of starting materials, as well as all circumstances which make delivery very difficult or impossible, shall entitle us to suspend delivery for the duration of the impediment and a reasonable initial period or to withdraw from the contract with regard to the part not yet performed. The buyer may seek a declaration from us as to whether we intend to withdraw or deliver within a reasonable period. If we fail to provide a declaration, the buyer may withdraw.

12. Place of performance and jurisdiction:

The place of performance for all transactions, even if carriage paid to point of delivery is agreed, shall be the supplying plant. The place of jurisdiction for all disputes is Vienna exclusively, although we are also entitled at our discretion to go to any other court which is competent in relation to the buyer.

The contract is subject to Austrian law with the exclusion of CISG.

13. Severability clause:

If individual terms of these general conditions of sale are or become ineffective and/or void, either as a whole or in part, this fact shall have no effect on the validity of the remainder of these general conditions of sale.