

1 Compliance with other sales conditions

Our sales and deliveries are strictly executed in accordance with these general sales conditions. Contradictory or conflicting conditions of the customer or the supplier shall not be acknowledged unless we expressly consent to their validity. Failure to formally accept or refuse any other customers' or suppliers' conditions means no tacit acceptance of ours. Commercial trade conditions of whosoever other thirds are hereby expressly rejected. These terms and conditions shall not be effected by execution of a possible order at eventual different terms and conditions. Arrangements amending these conditions shall be stated in writing. Verbal agreements shall immediately be confirmed in writing. This applies also to all subsequent contracts without further reference.

2 Commercial offers, quotations and agreements

- 2.1 Sale offers, unless stated differently, are not binding. Acceptance of the offers as well as eventual orders must be issued in writing for validity. Valid orders and/or accepted offers require our order confirmation either by fax or other electronic data transfer system. Our order confirmations are deemed valid and fully enforceable even if not signed. The same applies to eventual additions, modifications or side agreements.
- 2.2 Changes to pending orders, technical specifications, mass and weight as well as to any other related service or goods shall be strictly valid if clearly stated and confirmed in writing regardless of official signature and stamp.

3 Delivery period and extent

- 3.1 All shipments are subject to the delivery terms and conditions as per our relevant order confirmation which will be valid and applicable regardless of official signature of ours on it. Notwithstanding the conditions of our order confirmation, we are committed to prompt and accurate deliveries at all times.
- 3.2 If there was a serious reason for the late delivery (one of the sort of force majeure - flood, fire, war, earthquake, strike, riots, barricades, rules, laws, or any other similar force outside our control) both with us or with one or more of our suppliers, then no pre-tensions for the delay may be laid to us notwithstanding any binding contractual obligation taken by the parties. In any such event, we may postpone the pending shipments or service executions by the length of such inability time plus an additional rest-art-up time or alternatively cancel or suspend all or part of the pending contract obligations with no penalty or liability on our side.
- 3.3 In the event of any force majeure to last longer than 2 months, the buyer is entitled to withdraw from his obligations relevant to outstanding orders/services providing that due notice is given to the other party. In this case we may cancel or suspend our contract obligations, without any right for the buyer to claim eventual damages or costs resulting thereof. Delayed or postponed shipments may be strictly adduced to force majeure, when due notice of a major force event was promptly given to the other party at first occurrence.
- 3.4 We may determine in our sole discretion whether to deliver any order in multiple shipments to the client.

4 Ownership and title retention

- 4.1 The following securities must be established in our favour and must remain in place up to successful execution of all payments included any eventual account balance that may be or become due to us by any present or future buyer. Buyers will be released from any such security or guaranty against their request, providing that their debts or obligations have been fulfilled in our sole discretion and providing that their value exceeds by 20% the amount due to us.
- 4.2 We reserve title to the goods until payment in full of the price and of all incidentals as per paragraph 6.1 of these "terms & conditions". The reserved ownership title may be entered at the local Court of the buyer before or after having transferred the goods and in our sole discretion. Reworking and processing of the goods by the customer are always on our behalf. If the goods are processed with other items not belonging to us, we shall acquire co-ownership of the new object in relation to the value of the invoice amount to the procurement price of the other goods. Furthermore, the provisions shall apply to the new object produced through processing as for the delivery object. Goods that are owned/co-owned by the manufacturer are further referred in these „terms & conditions“ as to "Conditional goods".
- 4.3 The buyer is entitled to market and distribute conditional goods and sell them to his customers in his normal business operations. However buyers hereby accept to assign us all his receivables as per the final amount of his sale invoices (including tax on added value) issued to his customers or any other thirds and irrespectively whether conditional goods were sold without or after further fabrication/processing/use. Buyers are responsible for collection of any due amount even after assignment of the respective credit whereas this is not affecting our authority to direct debts collection. However, we refrain from direct debts collection as long as buyers are fulfilling their payment obligations in connection with the respective proceeds without any delay in payment. However we reserve ourselves to enforce our right to direct debt collection the buyer's customers if an insolvency or composition proceeding is filed on account of the buyer or especially if the buyer fails or stops his payments to us. In any of the latter situations (applications for insolvency or composition) we reserve ourselves to ask the buyer – who hereby commits to accept it – for disclosure of the assigned credits and details of the debtors. In this event the buyer further undertakes to hands us over all the necessary documents for collection of the credits and to inform his customers about assignment of their credits to us.
- 4.4 Should conditional goods be seized by order of a court or other third parties, the buyer hereby commits to promptly notify us in writing and at the same time to inform the Court or other third party about our title retention right.
- 4.5 Unfair behaviours or contract infringement and especially late payments by the customer shall be considered a fundamental breach entitling us to require and obtain immediate return of conditional goods or alternatively immediate assignment of the buyers rights to claim for surrender of third parties. Returning of the goods to us or seizure/removal of conditional goods by us does not represent withdrawal from the contract unless expressly accepted by us or differently established by terms of applicable laws. In all cases we reserve ourselves the right to withdrawal in accordance to the Article 214, paragraph 3 OR (law of obligations).
- 4.6 The buyer shall be responsible for packing, shipping and maintenance in respect of all conditional goods in his possession protecting them against fire and weathering agents as well as against rubbery or illegal subtraction. Furthermore customers shall provide due insurance of the goods brand-new value and perform all necessary maintenance and inspection tasks at his entire charge and liability.

5 Delivery point and place of performance

- 5.1 The delivery point is the final destination of the goods at the location where they are to be unloaded. Place of performance where payments must be settled is the place of issue of the respective invoices (shown on the invoice).

5.2 We may decide in our sole discretion how to deliver the goods and what kind of transportation to arrange. Buyers are to provide us their carrier account number or to select a carrier that regularly ships for them. Therefore risk of loss or damage during shipment passes from us to the buyer upon handing of the goods over to the first carrier, shipper at our facility notwithstanding the selecting delivery term (F.O.B. Origin, freight collect).

6 Prices and costs; payment terms

6.1 The prices of our import products are calculated based on the applicable exchange rate of the currency of the relevant production/delivery/transit country to Swiss Francs and include freight, custom duties, production levy and export quota applicable both in Switzerland and in the relevant countries of production/delivery/transit countries. Applicable prices are further subject to reservations for any eventual fee in the usual direct transit stages both abroad and in Switzerland. Exceptions to our applicable prices (i.e. discounts and reductions) require our prior written agreement. Any price increase/reduction resulting from any change of any of the above mentioned parameters during the contract validity time and before settlement of our invoices in full, shall be considered on account of the buyer. (For ocean-shipments reservation is made for trouble-free navigation. High and low tide as well as frost costs and any other additional/ancillary charge are to be carried by the customer). Unless other different agreements, invoicing shall be performed per unit of initial weight i.e. the original weight invoiced by our suppliers.

6.2 Payments must be paid into any of our bank accounts within 30 days from the date of invoicing. Other payment terms must be negotiated and formally accepted by us in writing. Drafts are only accepted in payment if priorly agreed and accepted by us. Banking costs and charges are meant on account of the buyer. In the event of later payments, applicable interests will be charged in accordance with actual bank rates for short-term loans.

6.3 The buyer is not entitled to deduct any other balance amounts off his payments in our favour except for approved or legally enforced counter claims. Furthermore buyers may not enforce any right of commercial retention except for approved or legally enforced credits.

6.4 In the event of late payments or any other suspected insolvency or unreliability on account of the buyer, we reserve ourselves the right to ask for advanced payment or other securities for all pending orders of goods or services or claim for immediate collection of all pending amounts/rights on orders that may have been already executed. We are committed to continuous shipment as long as no late payment occurs and as long as buyers keep complying with their contract obligations.

7 Complaints; warranty

7.1 Valid claims and complaints must be reported in writing by the buyer on us latest within one week after receipt of the goods. Valid claims and complaints can be accepted only if the product is still sealed in its original packing.

7.2 Hidden defects that cannot be detected by a visual control of the original packing must be reported to us immediately upon their detection. Goods must be accurately checked at receipt and eventual damaged packages must be notified by signing a reservation clause on the delivery bill or directly to the shipping company or to us but no later than 6 days after receiving the shipment.

7.3 Defective goods can be returned to us only after having received our official confirmation to do so. Return freight for actually substantiated and evidenced claimed goods will be refunded at the lowest freight rate.

7.4 Placing of a claim for defective shipment does not release the buyer from his contract obligations in terms of taking-over and payment. Notwithstanding his claim, the buyer is to provide for suitable and safe storage and eventually insurance of the goods. In the event of actually substantiated claims, we are entitled to decide whether to repair or fully replace the claimed shipment within a reasonable time and at our entire costs. Should we be in no position to repair/replace the defective shipment within a reasonable time or should the repair/replace action fail to give the desired results, the buyer is entitled to ask for cancellation (termination of the contract) or reduction of the purchase price. Claims for reimbursement of any type of damage whatsoever, including handling and transportation costs, are not refundable under any circumstance not even if they were partly caused by a fault of our staff and personnel (see below paragraph 9). Finally we are not liable for damages caused by the buyer in using, processing, transforming or selling the products not even if such damages were caused by any fault out of the following paragraph 9.

7.5 The above mentioned conditions are referred and applicable for claims resulting from legal fault-based liability.

8 Disclaimer

8.1 The details of the products and application criteria as mentioned in our brochures, lists, catalogues, datasheets and advertising, in specifications, technical specifications and other technical literature as well as in certificates (e.g. certificate of compliance) and other documents are precise and accurately based on our knowledge. However they are no guaranty for the nature, quality or durability of the products that are strictly established by ways of firm written contracts between us and the buyers.

8.2 Our product specifications and other information about application and further processing of our goods as well as our technical service and feedback are consistent with our know-how and up-to-date expertise. However the buyer is responsible for the timely and accurate execution of due quality controls and inspections. We are solely liable for contractual obligations and circumstances but limited by the provisions of below paragraph 9.

9 Limitation of liability

9.1 We are strictly liable for negligent behaviour, faults and errors of our staff, employees and collaborators.

9.2 This limited liability clause is superseded by the legal provisions in the country of use (especially product liability rules) whenever stricter liability criteria are enforced. In this case the applicable law provisions will prevail.

10 Miscellaneous

10.1 For all and any claim, dispute, or controversy arising from or relating to the products sold pursuant to these Terms and Conditions, the responsible court shall be the one of the domicile of our company. The Austrian Trade Code of the city of Wien shall not apply.

10.2 Invalidation of any one of the clauses in this contract does not affect the validity of other paragraphs.

Venue: Switzerland, 3294 Büren a.A.

Date: December 2006