

1. General

The following General Terms and Conditions (in the following "T&C") form an integral part of the contract and are applicable on all existing and future contractual relationships between the Electro Terminal GmbH & Co KG (in the following referred to as the "Supplier") and the Contractual Partner. Any T&C of the Contractual Partner to the contrary shall in any case be invalid and shall only be applicable in case the Supplier expressly acknowledges thereof in writing. These T&C shall be applicable in the currently valid version as of the date of their publication on the website of the Supplier (<http://www.electroterminal.com/com/en/terms-and-conditions.asp>). The Supplier shall at any time be entitled to change or complete these T&C. The modification shall respectively become effective at the date of the publication of the T&C on the afore-mentioned website of the Supplier. Modifications and additions to these T&C and/or of the contract established on their basis require the written form to be valid; same shall also be applicable in case of derogation from the written form requirement.

2. Offers and Object of the Contract

Offers of the Supplier are not binding and without obligation unless otherwise indicated in an offer of the Supplier. A contract between the Supplier and the Contractual Partner shall only become effective by written confirmation of the order or upon the start of the execution of the order by the Supplier.

Information and details provided as regards merchandise of the Supplier, in particular prospectuses, advertising displays, descriptions, illustrations, drawings, samples, information regarding quality, condition, composition and usability as well as dimensions and weight are also non-binding. Such information shall only become an integral part of the contract if they are expressly acknowledged by the Supplier as having become a binding part of the contract in the course of the written confirmation of order.

Minor deviations from the service owed by the Supplier are permissible and are expressly approved of by the Contractual Partner, provided that they comply with commercial practice. The Supplier shall be entitled to exclusively deliver complete packaging units.

Insofar as the merchandise to be delivered are components made of brass, stamping parts or moulded parts as well as special products, the Supplier shall further be entitled to excess or short delivery of up to 10% (ten percent) of the quantity ordered, the purchase price being respectively adapted by the Supplier.

In case of providing samples for special products, the sampling product has to correspond the specifications or, respectively, the offer position; in case the contract is concluded, the delivery shall be effected based on the specifications or, respectively, based on these offer conditions. In case of stock goods an eventual intermittent sell-off of the offered merchandise shall in any case be reserved. The transmission of documents of any kind whatsoever (catalogues, prospectuses, illustrations, estimations of costs, price lists, plans, drawings, sketches, samples etc.) shall not oblige the Supplier to provide any service or to conclude a contract. All documents transferred by the Supplier to the Contractual Partner in any form whatsoever shall remain in the (intellectual) property of the Supplier and must not be transferred or made available to any third parties without the Supplier's prior written consent. All intellectual property rights of the Supplier, i.e. in particular copyrights, have to be respected by the Contractual Partner; the imitation, the modification (including the further development), the reproduction, the publication of any serives of the Supplier - in any form whatsoever - shall not be permissible without the prior written consent of the Supplier. In case that a contract is not concluded between the Contractual Parties, all documents, that were transferred to the Contractual Partner by the Supplier, have to be immediately and unsolicitedly be returned to the Supplier by the Contractual Partner at the expenses of the Contractual Partner.

3. Price and Payment Conditions

All prices are net prices ex work, or, respectively, ex warehouse of the Supplier unless expressly indicated otherwise in the written confirmation of order of the Supplier; in case that a value added tax shall be payable in accordance with the legal provisions, this value added tax shall be invoiced separately. Any fees, taxes or any other levies shall be borne separately by the Contractual Partner; the prices of the Supplier therefore in particular do not contain any costs of transportation, packaging, insurance and duties.

In case of partial deliveries of the Supplier, partial invoices shall always be permissible. In case that partial deliveries are conveyed with the Supplier, the Supplier shall be entitled to claim immediate maturity even if only one partial payment was not punctually or was not completely made after having sent the Contractual Partner a reminder letter setting a grace period of 14 (fourteen) days. In case of occurrence of immediate maturity, the entire remaining amount that is still open becomes payable and due immediately. Modifications in orders of special products, in particular as regards the unity number and the constructional design, shall be possible after establishment of the production documents only against full reimbursement of the costs caused by the modification.

Should during the execution of an order circumstances occur that make it impossible to fulfil the order in compliance with the agreed conditions or should these circumstances result in an unreasonable increase of the production costs, the Supplier shall be free to withdraw from the contract without being held liable therefore in case that the Contractual Partner does not agree with the modified prices or conditions.

The following payment or, respectively, discount conditions shall be deemed conveyed, unless expressly indicated otherwise in the written order confirmation of the Supplier: Payable within 10 days after the date of the invoice with 2% discount or payable net within a period of 30 days after the date of the invoice; for the calculation of the discount, the date when the payment is credited to the account of the Supplier shall be decisive. Deviating payment or, respectively,

discount conditions shall only be granted after prior written agreement with the Supplier. Any reductions of any kind whatsoever that may have been granted shall solely be granted under the condition of timely and full payment; the default interests are calculated on the basis of the gross amounts starting at the respective maturity date in case of non-occurrence of this condition. Reductions of any kind whatsoever granted in individual cases shall not form a basis for any future entitlements to being granted such reductions. Bills of exchange are excluded as payment method. In case of payment default, the Contractual Partner owes default interests amounting to 9.2% above the base rate respectively published by the Austrian National Bank; any further interest damage may be asserted by the Supplier.

It is not permitted to the Contractual Partner to off-set such against claims of the Supplier, unless such have expressly been acknowledged by the Supplier in writing or have been determined in a legally binding manner by the courts.

In case that an insolvency proceeding is opened over the assets of the Contractual Partner or in case of dismissal of the application to open the proceedings for lack of assets, deliveries are only made against cash in advance.

Unless any compulsory legal provisions to the contrary, the Contractual Partner shall not have a retention or lien right in the merchandise of the Supplier.

4. Delivery and transfer of risk

The periods and dates of delivery shall be non-binding in absence of a prior written agreement to the contrary. Should any unexpected, faultless or extraordinary event occur which prevents the compliance with the delivery deadlines, those shall be prolonged - this even without any separate declaration - by the respective duration of the hindrance without the Supplier being responsible for any legal consequences of any kind whatsoever; among these count in particular interventions and official prohibitions by authorities, failure of supplies and delays of forwarders, armed conflicts and other events of force majeure. If this event is of longer duration, the Supplier is entitled to withdraw from the contract without giving rise to any rights of the Contractual Partner going beyond the repayment of any advance payment made, if any. The risk regarding (partial) performances is in any case - unless otherwise expressly agreed in writing - transferred to the Contractual Partner at the moment when the merchandise leaves the warehouse of the Supplier. In case that collection was agreed upon, the risk is already transferred at the moment when the merchandise is prepared for collection.

If the Contractual Partner does not take over the merchandise in accordance with the agreement, the risk is transferred to the Contractual Partner at the date agreed and the Contractual Partner shall in particular be obliged to bear all costs of an eventual storage.

5. Rights of the Supplier and Withdrawal

The Supplier shall furthermore be entitled - irrespective of Supplier's claims for damages and other rights - to withdraw from the contract without being held liable thereof if circumstances occur or become known which seriously endanger the performance of the contract by the Contractual Partner or that raise doubts concerning the credit-worthiness of the Contractual Partner or if the merchandise, the stocks or, respectively, the receivables of the Contractual Partner are pledged or are used as security for other creditors; the Supplier shall also be optionally entitled without triggering consequences of default in Supplier's respect to request cash payment in advance or, respectively, the provision of a collateral security to the full extent from the Contractual Partner.

In case of payment default, the Supplier shall in any case be entitled to stop the performance of his own contractual services without getting in default himself.

A withdrawal from the contract by the Contractual Partner for default in delivery by the Supplier shall only be possible in case of blatant gross negligence as well as after having sent an appropriate grace period - of at least three weeks; the withdrawal shall be declared in writing via registered mail indicating the legal consequences. The withdrawal right shall only refer to the respective partial delivery that was defaulted with. Claims for compensation of the Contractual Partner shall - to the extent permitted by law - be excluded in such a case.

6. Retention of Title

Until full and unconditional payment of all open claims of the Supplier including interests and costs, the delivered merchandise remains in the unrestricted property of the Supplier (in the following referred to as "merchandise subject to retention of title"). A resale shall only be permissible if the Supplier has priorly been notified thereof, indicating the Purchaser as well as the exactly defined merchandise subject to retention of title and if the Supplier has expressly agreed with the resale. In case of approval, the Contractual Partner herewith assigns his claim resulting from the resale of the merchandise subject to retention of title he has against his Purchaser to the Supplier; even if this was processed or commingled. The Contractual Partner shall only be entitled to dispose of the merchandise subject to retention of title under the condition that he simultaneously with the resale notifies the third party of the assignment or that the assignment is registered in his business books. Apart from that, the Contractual Partner has to provide the Supplier on his request all information and all documents that are required by the Supplier to assert the ceded claim. Apart from that, the merchandise subject to retention of title shall in any case only be worked and processed, commingled and / or commixed in the name and on behalf of the Supplier; in those cases, the Supplier acquires co-ownership in the new good in the proportion to the value of the merchandise subject to retention of title delivered by the Supplier.

In case of seizure, confiscation or any other use of merchandise subject to retention of title - in any form whatsoever, the Contractual

Partner shall be obliged to indicate the proprietor rights of the Supplier and to immediately inform the Supplier in writing. In case of interventions by the Supplier, the Contractual Partner shall be obliged to bear the costs incurred for this; the assertion of claims arising out of damages, in particular out of loss of profit, shall be reserved. Furthermore, the Contractual Partner shall have to immediately return all merchandise subject to retention of title on request of Supplier to the latter in case of non-payment of a due claim, the cessation of payment, execution measures are ordered as regards the merchandise subject to retention of title or the opening of an insolvency proceeding; taking back the merchandise subject to retention of title shall not be considered as a withdrawal from the contract in absence of a written declaration to the contrary.

7. Complaints and Warranties

The warranty obligation of the Supplier shall last for a period of 6 (six) months starting with the delivery of the merchandise. The Contractual Partner shall notify the Supplier of any defects within a period of 3 (three) working days upon delivery of the merchandise in writing indicating the grounds; in default thereof, all warranty, damage or other claims for such defects cannot be asserted anymore; otherwise, the merchandise shall be deemed accepted without reservation and free of defects. The presence of defects has to be proved by the Contractual Partner; sec. 924 of the Austrian Civil Code (ABGB) shall not apply. The Supplier shall be entitled in case of justified and proper notification of defects to define the type of warranty remedy (improvement, replacement, price reduction or conversion) on his own - to the extent permissible by law. Sec. 933 b of the Austrian Civil Code (ABGB) is excluded. The damage claims become time-barred within 6 (six) months upon the date when the Contractual Partner receives knowledge of the damage and the author of the damage.

The Supplier shall only be obliged to compensate for damages in all eligible cases only in case of intent and blatant gross negligence. All costs incurred during the improvement and replacement process for disassembling and reassembling, freight, shipping and transportation expenses etc. shall be borne by the Contractual Partner. Any replaced parts are in the possession of the Supplier. The Supplier shall not be liable in particular for any defects that result from any influence exercised by the Contractual Partner or third parties, that result from improper assembly, overuse or, respectively, excess voltage, chemical influences, etc. Bills for improvements or, respectively, for maintenance that was carried out by third parties shall not be acknowledged of.

8. Liability

The Supplier shall only be liable outside the scope of application of the Austrian Product Liability Act where appropriate in case that intent or blatant gross negligence on Supplier's side can be proved. Claims for damages become time-barred within a period of 6 (six) months upon knowledge of the damage and of the author of the damage by the Contractual Partner. The liability of the Supplier towards the Contractual Partner shall in any case be restricted to the value of the order non including value added tax, fees or any other levies. The Supplier shall not be held liable for indirect damages, loss of profit, loss of interests, lost savings, consequential damages and property damages, damages from third-party-claims against the Contractual Partner, costs for replacement energy or loss of energy etc.. Furthermore, compensation for damages payable by the Supplier shall be excluded in case of non-compliance with any conditions of assembling, putting into operation and use as well as of official approval conditions and technical provisions. The merchandise delivered only addresses those security needs that can be expected in accordance with the approval provisions, the instruction manual and the operating instructions or any other provisions on maintenance and use, in particular as regards prescribed checks and other indications. The assertion of any damage claims assumes that the Supplier is immediately notified of any damage and that the Supplier's instructions are being observed - except in cases of risk of imminent danger. Any damage shall be documented completely, all damaged parts have to be secured and all investigation measures of the Supplier shall be endured.

9. Place of performance, Binding character of the contracts

For all disputes arising out of this contractual relationship, the court of Innsbruck competent in subject-matter shall have exclusive jurisdiction; The Supplier shall however be entitled to sue the Contractual Partner in any other place permitted by law. Place of performance is Innsbruck. Substantive Austrian Law under exclusion of the collision rules of the Austrian International Private Law and the CISG shall be applicable. Should single provisions of the T&C and/or of the contract erected thereon be or become void, voidable or otherwise invalid, this does not affect the validity of the remaining provisions of the T&C and/or of the contract. The invalid provision shall be replaced by such provision that comes closest to the economic content and intent of the contract. Same shall also be valid in case contractual lacunae are completed by a supplementary interpretation of the contract in a way outlined before.

10. Taking back goods

Taking back contractual merchandise shall only be possible after prior written consent of the Supplier indicating the number of the delivery order or, respectively, of the invoice at the same time in each individual case. Depending on the condition and the age of the returned goods, the Supplier shall be entitled to make reductions from the initially agreed price (e.g. manipulation fees etc.). Taking back special constructions and non-standard construction units by the Supplier shall be excluded. Return consignments at the expense of the Supplier shall be agreed upon beforehand in writing. Any transportation costs for return goods of any type whatsoever incurred shall be fully borne by the Contractual Partner in default of an express agreement to the contrary.