

SALE AND DELIVERY CONDITIONS FOR ALUMINUM COMPONENTS

1. General: Insofar as no particular provisions have been negotiated and agreed upon and confirmed in writing by Piesslinger, the sales and delivery conditions below hold and in commissioning Piesslinger the customer declare his or her explicit agreement with them. Deviating agreements, particularly contrary business or purchase conditions of the buyer, are not binding upon the seller, unless these have been explicitly recognized in writing as a component of the contract. For a modification of the general sales and delivery conditions the general reference to the business conditions of the buyer are by no means sufficient; rather every deviation requires a precise and particular written agreement. The ordering or acceptance of a delivery is considered to be recognition of the general sales and delivery conditions of Piesslinger GmbH.

2. Offer and order: All agreements, supplements, modifications as well as subsidiary agreements, by telephone as well, are only binding when they have been retroactively confirmed by us in writing. Patterns, samples and other documents and information about the condition of the product or service offered are only binding when they are described as binding in writing by Piesslinger GmbH. Commissions are only to be considered as accepted when they have been confirmed in writing.

3. Prices: Our prices according to the currently valid pricelist as well as all price offers are to be considered subject to change, including standard packaging, duty unpaid and ex-factory in Molln. The prices are based on the currently valid production costs. If these should change, we retain the right to take this into account up to the point in time of the receipt of the order or the delivery. For the smallest commissions a minimum invoice value is charged.

4. Delivery: Unless otherwise agreed in writing, delivery occurs duty unpaid, ex-factory in Molln, at the customer's own risk. In case the customer wishes express postal delivery or air-mail delivery, the shipping and storage costs as well as similar costs will be charged to the customer. We will only conclude insurance policies against transportation damage at the wish and to the cost of the customer. We are entitled for partial deliveries and to invoice them separately by delivery. The bill of delivery is to be issued in two copies, one of which is left with the receiver of the delivered product and the second with the confirmation of receipt to be conveyed to the sender.

5. Payment conditions: Invoices from Piesslinger GmbH are due within 30 days starting on the invoice date without deduction. Piesslinger is entitled to demand payment due immediately on all outstanding bills in case of an acute deterioration of the customer's economic situation, in particular in case of imminent bankruptcy proceedings. In case of payment default all default interest is charged at bank-rates, in addition all collection costs will be charged in case of notifications of defect not recognized by us, payments may not be withheld nor can compensation for damages be demanded. In special cases we reserve the right to only carry out deliveries in return for payment in advance or cash on delivery.

6. Delivery date: The delivery date will be precisely specified in our order confirmation. The delivery day is the day the product is made available in the factory in Molln. In case of any hindrances in servicing the commission due to extraordinary events outside our influence, e.g. force majeure, labour disputes etc. the delivery date is extended by the duration of the hindrance, and the customer will be notified of this. In case of any delay in delivery due to our own fault, the customer is entitled, after setting an appropriate period of grace, to withdraw from the contract. We are not liable for damages caused by slightly negligent delays, particularly not for profits thereby lost.

7. Guarantees, notification of defects and liability: Upon the delivery the customer is to promptly examine the product. Complaints due to defects, the condition of the product or faulty packaging can be raised in writing only within 8 days of the receipt of the product. If the customer omits to notify us of defects, then guarantee claims and claims for compensation for damages due to the defect or for any error without defect are no longer valid in cases of justified and recognized notification of defect. We retain the right to offer a replacement delivery after an appropriate period or credit. We retain the right to have the product that is the object of the complaint appraised and it is to be sending back to us at our request. In case of defective partial deliveries the customer may not derive any right concerning the remaining deliveries. Over- or under-delivery of up to 10% of the amount ordered must be accepted by the customer. The guarantee period for material defects or defective title is generally 12 months as of the date of the product delivery. The statutory suspicion that a defect that

comes to light within the first six months was already present upon transfer is explicitly waived. There is no guarantee for the colors' resistance to light. We can only state the light fastness values of the inking systems that can be achieved with compliance with all necessary conditions. For commission orders of anodized aluminum we assume no liability for up to 3% excess or shortage. If the material delivered to us is poor or deficiently or inappropriately processed or not capable of anodization, the liability for defects in the anodizing or coating no longer holds. Any additional costs that arise due to the state of such materials will be charged separately. No reimbursement of costs will be available for scrap produced by processing due to changes in form or furthermore for any possible hindrance of the accurate fit of moving parts. If the customer provides raw materials or other material necessary to produce the product, it is assumed that this material is free of defects and hindrances, that further processing of the surfaces as agreed is possible and within the dimensions of the specifications in the drawing, and thus is not subject to any inspection upon receipt. The customer takes note of the fact that the Piesslinger Company does not inspect the material provided for quality or suitability and excludes any liability or guarantee for defects stemming from the poor suitability of the material provided for anodizing. If the material is deficient for this or some other reason, any complaints resulting from this cannot be accepted. If the customer wishes the Piesslinger Company, in addition to their creation of value, to accept responsibility for the quality as a whole, the scope of these services is to be agreed upon prior to acceptance of the order. Hence the customer must inform him- or herself about the suitability of the material to be anodized or coated before placing the order and to investigate the matter for any of these above-mentioned properties that might hinder the performance of the order insofar as he or she can recognize them and communicate them to us. Precursor material produced by means of extrusion may contain diverse irregularities despite the surface processing offered (marks or scratches from the press or structure). Complaints in reference to these above-mentioned points will not be accepted.

8. Reservation of title: All deliveries occur with reservation of title. The title only transfers to the purchaser when he or she has paid the purchase price in accordance with the order confirmation/bill of delivery / invoice.

9. Right of withdrawal: Piesslinger is entitled, without consideration of earlier agreements to the contrary, to only perform outstanding deliveries and services against advance payment or provision of security or to withdraw from the contract if the purchaser violates his or her obligations arising from the contract, in particular by repeated violation of his or her payment obligation, or if the economic situation of the purchaser deteriorates to the extent that the payment of the deliveries seem imperilled. If a customer withdraws from the contract without legal reason after receipt of the order, the customer is to compensate us to the full and complete extent for all activities and services already triggered, in particular any project expenditures, costs, material expenditures and other investments made. In this case Piesslinger is entitled to charge 100% of these costs and expenditures (cancellation costs). The same holds for the case that a defined project was begun after the order was placed; in this case the customer is to compensate us for all services performed up to that point in time, in particular for the material provisions used in this time, all refinanced investments by part- price/hourly rate and all other project-related costs (project cancellation costs).

Place of performance and court of jurisdiction: The place of fulfillment for deliveries and payments in Molln, Upper Austria and court of jurisdiction is Steyr, Upper Austria. This also holds for claims arising from a bill of exchange, payment of a check or documentary evidence. Austrian law applies exclusively and to the exclusion of the conflict of law norms of private international law and UN purchase law.