

General Terms and Conditions of wallatec GmbH, applicable as of January 2012.

1. Scope of the General Terms and Conditions, consumer protection

- 1.1. All our business relationships shall be subject to the following General Terms and Conditions. These General Terms and Conditions shall be applicable to all current and future business transactions with customers.
- 1.2. We hereby expressly object to any deviating general terms and conditions of the customer. No additional objection shall be required in any individual case. Our conduct, including but not limited to our silence, our unconditional transmission of an order confirmation and the like, shall in no event be deemed to be an approval of such terms and conditions.
- 1.3. Upon receipt of the goods or services at the latest, our General Terms and Conditions shall be deemed accepted.
- 1.4. To the extent reference is made to consumers in these present General Terms and Conditions, the related provisions shall only apply to consumers and not to entrepreneurs and/or resellers.

2. Offer to conclude a contract, cancellation, rescission

- 2.1. All offers shall be without engagement and shall not place us under the obligation to perform. Our offer can only be accepted as a whole, i.e. the entire work or service offered.
- 2.2. Upon acceptance of the order, we assume that the customer is solvent and creditworthy. Thus, we reserve the right to cancel the order if we are subsequently informed of any facts that are likely to seriously question the customer's solvency or to materially reduce the customer's creditworthiness.
- 2.3. Any documents, in particular illustrations, descriptions, drawings, brand information of our products and technical information shall be approximate information and non-binding unless expressly stipulated as binding. We shall provide information, technical advice and other statements to our best knowledge and belief based on our experience, however, such information, technical advice and other statements shall also be non-binding and any liability in connection therewith shall be excluded.
- 2.4. After placement of the order, we shall prepare the execution plans based on the customer's documents. The customer shall verify such execution plans and inform us immediately of any errors contained therein. Should the customer fail to inform us of any such errors, the proposed design, assembly and dimensions shall be deemed approved.
- 2.5. The customer shall not be entitled to cancel an order once it is placed.
- 2.6. Any cancellation of an order shall only be effective upon our express written consent. In case of any approved return of goods, 30 % of the order value shall be invoiced as reimbursement for our expenses in any case.
- 2.7. A consumer is entitled to rescind any contracts concluded in a doorstep selling transaction (in accordance with section 3 of the Consumer Protection Act) or in a distance selling transaction (in accordance with section 5e of the Consumer Protection Act) within a period of 7 working days without stating any reasons. In case of delivery of goods, the period of time shall commence upon the date of receipt of the goods by the consumer, in case of services provided, such period shall commence upon the date the relevant contract is concluded. For compliance with the above-stated period, the statement of rescission of contract must be dispatched within such period. In case of a rescission, the goods must be returned together with the statement of rescission at the consumer's expense.

3. Cost estimate

- 3.1. Cost estimates are non-binding invitations to the customer to make an offer, therefore, cost estimates do not place us under the obligation to accept the order and/or to effect the performance stipulated in such cost estimate. Any order placed by the customer based on a cost estimate shall be deemed to be an offer made to our company. A contract shall only be concluded in the manner stipulated in section 2.1 above.
- 3.2. We shall not be liable for the correctness of any cost estimate.
- 3.3. The preparation of the cost estimate shall be free-of-charge, however, any services rendered in connection with the preparation of the cost estimate shall be with costs.

4. Secrecy, copyrights

We reserve the title and copyright as well as the exclusive right of utilisation to any and all of our offers, drawings, drafts, illustrations, designs and documents of a similar kind. They shall be deemed committed to the care of the customer and require our consent to be disclosed to any third party or be used or utilised for any purpose other than in connection with the business relationship between us and the customer. They must be returned without delay upon request or in case the contract is not concluded or terminated for whatever reason.

5. Prices, settlement

- 5.1. Our price lists are updated on a continuous basis. The most recent version of our price list shall be applicable exclusively. A customer shall not be entitled to assert any claims based on misprints contained in such price list.
- 5.2. Our prices are without engagement and are stated net of the applicable statutory VAT.
- 5.3. Prices shall be based on the costs as of the time the prices are stated and they shall remain valid until the confirmed date of delivery, however, no longer than 5 months after receipt of the order or a corresponding individual declaration. After expiry of such period of time, the valid current prices shall be applicable.
- 5.4. Assembly: Unless an assembly lump sum is expressly agreed upon, the customer shall have the obligation to also pay the assembly costs (assembler's working time, transport and incidentals) based on actual expenses incurred in accordance with our current rates. The hourly rates exclusively include the wages. Travel expenses, accommodation, board and overnight stays shall be invoiced separately. The customer shall bear any additional expenses and waiting time, the causes of which are not attributable to our sphere of responsibility, even if an assembly lump sum was expressly agreed upon in the order confirmation.
- 5.5. Scheduled work: Any changes or amendments of the order shall be realised based on our applicable hourly rates. The customer shall be obliged to pay for any scheduled work, even if such work was not confirmed by the customer.
- 5.6. In case the person placing the order and the person receiving the goods and/or services are different (legal) persons (e.g. general contractor), we shall be entitled to settle account with the person receiving the goods and/or services in case the person placing the order is in default of payment. For such purpose, the person placing the order assigns to us any claims it may have against the person receiving the goods and/or services.

6. Delivery, transport, risk

- 6.1. Partial deliveries shall be admissible.
- 6.2. Unless otherwise agreed upon expressly and in writing with regard to the risk of loss, our goods shall be deemed to be sold "ex works" even if delivery is effected free destination with our own or any third party's vehicle or as partial deliveries or as a delivery including assembly. If the dispatch of the goods is delayed for reasons attributable to the customer's sphere of responsibility, the risk shall pass to the customer as of the date the goods are ready for dispatch.
- 6.3. If no specific provisions for the dispatch of the goods were agreed upon when the order was placed, we shall effect the transport of the goods in our reasonable discretion but we will not assume any obligation to ensure the cheapest transport, etc. The customer shall be obliged to notify the carrier directly and immediately of any transport damage. Any liability for delayed transport or for transport damage shall be excluded.
- 6.4. Prices stated carriage paid shall only apply subject to the condition that the relevant transport routes are open and unobstructed. The customer must ensure that delivery vehicles can be driven to the point of unloading safely and without obstructions, and can be unloaded without delay. If the customer violates its obligation to make its land or premises safe for persons and vehicles, it shall be liable for any damage resulting therefrom, including any damage to the delivery vehicle and any third-party claims.
- 6.5. We will only take out a transport insurance upon the customer's express written request and at the customer's expense.
- 6.6. The customer shall bear any transport expenses unless otherwise agreed upon. Any dead freights shall be at the customer's expense.
- 6.7. The customer shall be obliged to ensure appropriate storage of the devices and equipment we delivered. The customer shall be liable for any damage, in particular for damage caused by third parties, due to inadequate storage, due to any damage caused by water, fire, building collapse, theft and the like. We shall not be obliged to bear any risk or liability except for our grossly negligent conduct for delivered devices and equipment, even if assembly is part of the subject matter of the contract. The customer shall be obliged to ensure sufficient protection from impacts, dirt and damage, in particular after assembly.
- 6.8. Any measures and costs for storage which become necessary for reasons attributable to the customer's sphere of responsibility shall be borne by the customer and in such case, the goods shall be deemed delivered when they are stored.
- 6.9. If delivery is not accepted as of the time contractually agreed upon, we shall be entitled to store the goods at the customer's risk and expense. However, we shall also be entitled to set a grace period for the acceptance of the goods and to rescind the contract if the customer fails to do so.

7. Time periods

- 7.1. The stated delivery periods shall be deemed to be approximate values and are generally without engagement. The customer's claims for damages due to delayed fulfilment shall be excluded.

- 7.2. The delivery period shall commence upon the clarification of technical details, however, not before the irrevocable receipt of the agreed upon down payment or before the fulfilment of the customer's other obligations and commitments (obligation to cooperate, obtaining official approvals, etc.). This shall also apply if delivery periods and delivery times were definitely and expressly agreed upon.
- 7.3. If the customer fails to fulfil its obligations and commitments (see section 7.2) in due time, the legal consequences of a default in acceptance shall take effect immediately. In case of any default in acceptance, we shall be entitled to claim compensation for any expenses or damage incurred to us due to the delay or default.
- 7.4. Our delivery periods (including periods for the rectification of defects and periods for replacement deliveries) shall be extended by a reasonable period of time if events of force majeure, interruptions of operations, lack of materials, strikes, interruptions of traffic (e.g. snow), weather, interruptions of deliveries by suppliers or any circumstances outside our control having the same effect as an event of force majeure occur and render the due execution of orders impossible or unreasonable.

8. Notification of defects, warranty, liability

- 8.1. Upon our notification of completion, the customer shall be obliged to check delivery and assembly and to confirm acceptance in writing on the service report or delivery note. Acceptance shall be deemed effected if the customer, despite a written request to do so, fails to cooperate or refuses to sign.
- 8.2. Notifications of defects must be effected immediately, however, not later than 8 days upon receipt of the goods and/or after the end of the assembly work, by registered letter; otherwise, such notifications of defect shall be ineffective. The date as postmarked shall be authoritative for this purpose. If the customer fails to effect a notification of defect in due time or in the stipulated form, the goods shall be deemed approved.
- 8.3. The customer shall bear the burden of proof that the defect already existed as of the authoritative point in time, i.e. the time of the passing of the risk. Minor deviations of dimensions or colours do not justify a notification of defect.
- 8.4. The customer shall not be entitled to assert counterclaims by set-off, by retaining the purchase price or by retaining payments or parts thereof due to notifications of defect of any kind.
- 8.5. We are entitled to satisfy justified warranty claims in our sole discretion by exchange of the defective product, by repair or by price reduction.
- 8.6. Any additional liability shall be excluded, except for gross negligence for which the customer shall bear the burden of proof.
- 8.7. Any guarantee exceeding the statutory warranty provisions, if any, shall be stipulated in the order confirmation. The guarantee period shall commence upon delivery, however, not later than 30 days upon notice of completion. In such case, we undertake to repair or exchange, as soon as possible, any part which becomes defective or useless during the guarantee period due to defects of material or workmanship (evidence required). For such purpose, the customer shall be obliged to send such defective parts to us free-of-charge. Any equipment that cannot be removed shall be repaired on site to the extent possible. Replaced parts shall become our property.
- 8.8. Any guarantee shall be excluded in case of improper handling, defective maintenance or excessive use.
- 8.9. Any recourse claims as defined in section 12 of the Product Liability Act shall be excluded unless the person entitled to assert such claim is able to prove that such defect was caused within our sphere of responsibility or that such defect was at least caused by our gross negligence.

9. Payment

- 9.1. Unless otherwise agreed upon in writing, payments shall be due as follows:
 - 50 % of the total order volume upon receipt of the order confirmation;
 - 50 % upon notification that the goods are ready for delivery and assembly.
- 9.2. In case any deductions (such as discounts) are expressly agreed upon, the customer shall only be entitled to such discounts if all partial payments are effected within the agreed payment periods (or in accordance with section 9.1). Any deductions made by the customer regardless shall be added to the final invoice.
- 9.3. If the customer is in arrears with an agreed payment or other consideration, we shall be entitled to insist on performance of the contract and may, at our discretion:
 - suspend the performance of our own obligations until such time the payments or other considerations in arrears are made;
 - require an appropriate extension of the delivery period;
 - accelerate the entire unpaid purchase price and wage; and
 - demand default interest (also from consumers) amounting to 8 percentage points above the base rate in accordance with section 1333, paragraph 2 of the Austrian Civil Code but not less than 9 %, or to rescind the contract after granting a reasonable grace period.In any case, we shall be entitled to assert claims for damages and to effect outstanding deliveries or services only against payment in advance and to rescind all other contracts as of yet unfulfilled. This shall also apply if circumstances arise which are likely to reduce the customer's creditworthiness or solvency.
- 9.4. Payments in advance received before shall be retained until the compensation payment, if any, is determined. In addition, we shall be entitled to demand that all goods not yet paid shall be returned.
- 9.5. The customer shall not be entitled to retain payment.
- 9.6. The customer shall not be entitled to set off payment against any counterclaims. For consumers, such prohibition of set-off shall neither apply in case we become insolvent nor apply to the consumer's counterclaims, which are legally connected with our company's obligations, are determined by legal process or accepted by us.
- 9.7. In case the customer is in default, it shall be obliged to reimburse us for any costs incurred to us for the assertion of our claim determined or determinable in accordance with the standard rates, in particular dunning and intervention costs, collection costs and legal costs. Payments received shall be applied to the stipulated costs first, then to interest and other fees payable and only then to the goods subject to retention of title. After payment of the costs incurred, payments shall always be applied to the oldest receivable and only then to the goods subject to retention of title, even if the customer stipulates a different reason for payment.

10. Retention of title

- 10.1. The goods delivered by us shall remain our unrestricted property until full payment of all liabilities from the business relationship in cash, including any current account balance and the costs stipulated in section 9.7.
- 10.2. The customer shall be obliged to insure the delivered goods subject to retention of title or goods in our co-ownership (see section 10.4) against loss and other damage at their replacement value. Otherwise, the customer shall be liable for any damage to such delivered goods.
- 10.3. Any goods delivered by us, fully paid but still in the customer's possession, shall be deemed to be a pledge for any unpaid receivables. Any loss in quality shall be taken into consideration.
- 10.4. The retention of title shall also extend to any items created by processing. In case any items are combined or blended with other items not belonging to us, we shall acquire a co-ownership to such newly created item on a pro-rata basis, in proportion of the value of our goods to the value of the third-party goods as of the time such items are combined. Such new item shall also be subject to our retention of title.
- 10.5. Before the title passes, the customer shall not be entitled to sell, pledge, transfer by way of security or otherwise dispose of the goods. In such case and subject to our right to assert additional claims, our entire receivables shall fall due immediately and any agreed payment periods shall be cancelled.
- 10.6. Should we assert our retention of title, this shall not be deemed to be a rescission of contract.

11. Place of performance, place of jurisdiction, applicable law

- 11.1. Place of performance for delivery and payment shall be 4840 Vöcklabruck, Austria; even if delivery to another place is agreed upon.
- 11.2. The contractual relationship shall be subject to the laws of the Republic of Austria; the UN Sales Convention shall be excluded.
- 11.3. The exclusive place of jurisdiction for any disputes arising out of the contractual relationship shall be the court competent for the subject matter in 4840 Vöcklabruck, Austria. However, we shall also be entitled to sue the customer at its general place of jurisdiction.
- 11.4. This agreement on the place of jurisdiction and choice of law shall apply to the extent there are no opposing mandatory regulations (e.g. for consumers).

12. Severability clause

Should any provision of these General Terms and Conditions be invalid in whole or in part, this shall not affect the validity of these General Terms and Conditions as a whole. All other provisions shall remain unaffected. Instead of such invalid provision, a provision that comes as close as possible to the economic intent of such invalid provision shall be deemed agreed upon.