

General Terms of Business for Deliveries and Services

All offers, sales, deliveries and services are carried out on the basis of the following terms, even when not expressly indicated. Placing the order deems as recognition of these terms. Alterations are required to be in writing. Verbal or telephone agreements will only become legally valid when they are confirmed by us in writing. Technical information over and above that given by the manufacturer require our written confirmation. The basis for this is the problem as described by the customer from whose correctness and completeness we go by. Unless overruled by more recent ones, the present terms of business are deemed to be the basic conditions for all further legal transactions between the parties to the contract.

1. Offers/Prices:

Unless otherwise stated, all our prices are exclusive of VAT. Our offers, whether written, verbal or made over the phone, if not otherwise expressly noted, are ex store subject to alteration. We reserve the right to sell to a middleman. The invoice issued contains the prices which were valid on the day of delivery or when the work was carried out. Our offers are valid for 2 months with regard to consumers. The contract follows only through our order confirmation or through execution of the order.

The vital statistics or amounts determined by us are decisive for tendering the account. Should we alter our prices generally in the period between closing the contract and delivery, then the prices valid on the day of delivery will be charged. If prices are increased, the purchaser has the right to withdraw from the contract within 14 days of the price rise announcement.

Services will be charged in accordance with the rates in our detailed estimate which are valid at the time of execution, provided that a specific fixed price in writing has not been agreed upon.

If no flat-rate has been agreed upon for time taken to carry out services for which no definite rates are provided, then rates based on personnel costs will be charged. Besides the personnel costs, cash payments for travelling expenses, daily allowances and overnight accommodation as well as other expenses will be charged on a separate invoice.

2. Delivery

The delivery time agreed upon, failing a specific contrary agreement, is only to be considered as approximate. If this delivery time is exceeded considerably, the purchaser has the right to grant us an adequate extension period. If this extension period expires, the purchaser may then withdraw from the contract or demand contract fulfilment.

Compensation demands due to delayed delivery are excluded. If we have notified the customer that the goods ordered are ready to be dispatched or collected, then the customer is obliged to collect the goods or have them delivered within 14 days of notification. If collection or delivery is not carried out within this time period, we have the right to store the goods at our discretion and at the customer's expense and risk, and to charge the customer accordingly. Payment conditions will not be altered with that. Packing material will be charged for and will only be taken back in accordance with legal obligations. A pallet deposit will be charged for goods delivered palletwise. A separate charge will be made for collecting the pallets. Information about percentage content, mix ratios or essential features of our products are only to be seen as approximate indications. Deviations, which are unavoidable despite all care, are expressly reserved. We give advice on application technology on the basis of our experience and to the best of our knowledge, however without assuming any liability. Suitability tests of the delivered goods and the observation of processing

regulations, legal and official regulations will not be unnecessary through this.

3. Transport:

The transport required will be invoiced separately unless otherwise agreed upon. The customer must arrange the immediate unloading of the transporter. Delays in unloading are at the customer's cost. Unloading by us is to be separately agreed upon and will be invoiced separately. Unloading means to place the goods on a suitable storage area provided by the customer directly near the truck. A separate agreement and separate payment is required for any further work. All transportation activities are carried out on the basis of possible and permitted truck access. Separate arrangements are to be made for rail deliveries.

4. Guarantee and liability:

We guarantee the products delivered by us only within the framework of the product features as given by the manufacturer (e.g. qualities, correspondence to standards, etc.) or for every product feature provided which is applied properly and for its precise function. Any special quality requirements expressly requested by the customer must be confirmed by us. Should doubt arise concerning the decision on the quality composition of the delivered products, then the certificates from the responsible officially recognized testing centres should be consulted. Claims based on further processing deficiencies and improper storage by the customer, among other things, are excluded. The buyer is obliged to check the delivered product properly and to submit a written claim for deficiencies where applicable without delay or within 8 days after acceptance of the product, and concealed deficiencies should be claimed immediately in writing. Claims received later than this are invalid and cannot be taken into account.

Should a deficiency be ascertained when processing, the buyer must stop immediately and contact us without delay. All further steps to be taken in remedying this situation are to be agreed between the buyer and ourselves. In this case however, the buyer is required to accept the product for the moment, to unload and store the product properly.

Regardless of the time periods given above, guarantee claims lapse after 6 months from date of delivery of the product. The guarantee expires immediately if the buyer himself or a person authorized by him carries out changes or overhauls the delivered product without our written consent. For justified complaints we will deliver any shortfalls, exchange the product according to our discretion, take it back or give the buyer a discount. In the case of an exchange where the substitute delivery is also unsatisfactory, the buyer has the right of change or reduction.

5. Fulfillment and risk transfer:

Utilization and risk is transferred to the buyer at the latest with the acceptance of the goods by the buyer or a person authorized by him through confirmation of the delivery documents. We do not guarantee intactness and delivery completeness when the product is delivered to an unoccupied building site as per order. Place of jurisdiction is the District Court Linz. The present terms of business are governed by Austrian law, the contract language being German.

6. Exchange and return:

In principle, we are not obliged to exchange or take back goods. We agree to do so however under the following conditions: Return or exchange is only possible within 14 days as of the purchase date. The goods must have been provably bought from us in complete packaged units. Therefore special orders and reduced-price goods are excluded. The product must be in its original packing, be undamaged and in a resellable condition. We reserve the right to impose charges for handling.

calculate adequate transport and handling costs for taking back all products.

7. Special conditions for services:

As far as customer or third party assistance is necessary, these must be carried out according to the relevant valid legal or official regulations.

Fundamentally, we do not carry out works, only services which essentially consist of introduction into processing technology. We are liable for damage caused through the execution of these services which can be proven deliberate or culpably negligent. The legal liability is limited to materials used by SPESAN Handels-GmbH which are directly responsible for damage and for damage caused by actions or failures in connection with the fulfillment of the contract, to an amount equal to that of the order value.

The customer is obliged to release us from possible compensation third party entitlements in the case of the unrestricted or restricted further use of our services.

8. Delay, contract hindrance:

If we are not able to keep to the deadlines agreed upon, the buyer or customer must set us an adequate extension in writing. After this time period has expired, the buyer or customer has the right to withdraw from the contract. Other claims can be made only for damage caused through intent or culpable negligence; compensation for a possible delay is confined to the amount of the purchase price or order value.

In principle, wars, strikes, lockouts, raw material and energy deficiencies, business and traffic hold-ups, superior powers and all acts of God free us of the obligation of delivery or service for the duration of the disturbance.

This is also valid if we were in delay at the time of the start of the disturbance. In such cases we have the right to partly or completely withdraw from the contract without that the buyer having the right of compensation.

9. Payment:

If not otherwise agreed, payment of our delivery and services is to be effected immediately upon receipt of the invoice net terms only. We accept checks for the sake of payment subject to their encashment. Regardless of any reason indicated, payments received will be used in the first instance to cover general immediate additional costs payable. Remaining balances are taken into account for the oldest demands for deliveries or services. Cash discounts will only be recognized when they are of the agreed amount and taken within the agreed time period, and where no other settlement dates exist. Defaults in payment, even in part payments, invalidate possible prompt-payment discounts. Interest charged for delays in payment will be at least 8 % above the relevant basic interest rate of the Austrian National Bank. Additionally, dunning and collecting charges for the relevant handling or recovery of the outstanding accounts shall be charged. In the case of legal proceedings being started because of delay in payment, receivership or bankruptcy etc., loss of time limits for all individual demands come into effect. Non-compliance of our conditions of payment releases us from all further service and delivery obligations and gives us the right to hold back deliveries or services due, to demand cash in advance or guarantees, or withdraw from the contract. We do not accept bills of exchange. Payments are considered as completed only when we have the total amount at our disposal.

The practice of right of retention by the customer is out of the question, unless it is offset with indisputable or legally valid established claims.

10. Lien:

The delivered goods remain our property until payment of our delivery demands (invoice amount plus interest due and additional costs) is effected. Deliveries to a particular building project, even if these have been ordered, delivered and invoiced in sections, count as a uniform order. Our lien for all goods expires only when all our demands in this uniform delivery are settled. Where a delay in payment occurs, we have the right to confiscate the goods under lien without withdrawing from the contract. We have the right to

The buyer transfers his demands against third parties to us now, as far as these arise through the further disposal or processing of our goods, until all our demands against the buyer for reasons of payment are fulfilled. With bonding or mixing of the reservation product with other products, then we are entitled to co-ownership of the new product, and that is in proportion to the value of the reservation product and the value of the other product at the time of bonding or mixing. If the product made is sold further, the buyer transfers the proportional selling price to us from the further disposal in accordance with the above conditions. If so much reservation product is processed in the context of a working order that a third party purchases the product, the buyer transfers his wages proportion claim to us according to the previous conditions. In every case we have the right to demand information about the transferred demands, to advise the third party of the transfer and to carry out the confiscation ourselves. In case of third party's access to conditional goods, especially due to debt secured by pledge, the customer is obliged to immediately refer to the goods as our property and to inform us. The customer assumes the full risk for the conditional goods, especially for destruction, loss or deterioration.

11. Exemption of liability:

Liability for damages through a product fault is exempt according to para. 9 ProdHG for all entrepreneurs involved in production, import and sale. The buyer (receiver) is obliged to communicate the exemption of liability in full to his receivers and include the seller in this exemption of liability as opposed to the third party. Liability for simple negligence is excluded. This is valid provided that these exemptions of liability do not contradict mandatory law.

12. Withdrawal from the contract:

If the wealth of the buyer, bankruptcy or liquidation proceedings are made public, we have the right to withdraw from the contract without setting an extension. We also have the right to withdraw from the contract at any time right up to the delivery of the product should a mistake occur during the calculation of the offer or when giving information on prices. In this case the buyer is not entitled to make claims against us. In case of repudiation of contract due to faulty contractual performance of the customer, we are entitled either to a lump-sum compensation of 15 % or the gross amount invoiced of to the compensation of the damage incurred.

13. Ineffectiveness:

Should one or more of the regulations of these sale and delivery conditions be ineffective, this does not hamper the effectiveness of the others. Ineffective regulations must be replaced by other such regulations which come closest to the meaning and purpose of the ineffective regulations. These sale and delivery conditions are integrated components of any sales contract made with us. Trading conditions in whatever form, particularly conditions of purchase, which contradict these sales and delivery conditions, are completely ineffective.

14. Other contract regulations:

The buyer consents to the personal data contained in the sales contract being stored, processed and mediated with automation support.

15. Data protection, change of address and copyright:

The customer agrees the personal data contained in the purchase contract to be automatically memorised and processed by us in performance of the present contract. The customer commits himself to informing us about any changes of his home- or business address, as long as the contractual performance of the legal transaction has not been completed, failing which the declarations are deemed to have been served if properly posted to the last known address. Plans, drafts or other technical papers, as well as designs, catalogues, brochures, illustrations, etc., always remain our intellectual property. The customer does not hold any right of use or exploitation thereof.