

General:

All our (Teufelberger Ges.m.b.H., Teufelberger Seil Ges.m.b.H., Teufelberger Holding AG, Teufelberger Service GmbH, Teufelberger Fiber Rope GmbH, Teufelberger spol. s r.o., Teufelberger Fiber Rope, Ltd.) deliveries and performances are carried out according to the terms stated below if not expressly agreed upon otherwise in writing. By giving an order the buyer expressly recognizes the validity of these terms of sale and delivery also for all future contracts. The buyer's own General Terms of Business are not valid, even if we have not expressly contradicted them. Deviating conditions on the part of the buyer do not change our terms of sale. Performances on our part do not represent any approval of the buyer's general terms of business. If any of our conditions are altered in writing, all the other unchanged conditions still remain binding for both parts. Alterations only apply to the transaction they have been agreed for. All agreements by our representatives are only applicable after a written confirmation of acceptance.

1. **Orders:** Our offers are without engagement.

Orders as a consequence of such an offer without engagement and any alterations of the following general terms of sale and delivery contained in the delivery contract, need our written confirmation. Alterations only apply to the transaction they have been agreed for.

Orders without any preceding offer are made in writing, per telefax, e-mail or orally on the telephone to the address, telephone- and telefax number we have provided to you most recently. Contracts are made by our subsequent written confirmations of the orders or a corresponding delivery. Confirmations of orders are sent to the buyer's most recently given address, which is also true for permanent business relations. For a period of ten working days from arrival of the order at our address the buyer is bound to the order. We are not obliged to accept the buyer's orders.

Subject matter of the agreement are only the performances named in the confirmation of the order. Further performances are calculated separately.

2. **Delivery:** INCOTERM 2010 is applied. If not agreed otherwise, our factory is the place of delivery and of the transfer of risk (EXW). If delivery to the buyer is agreed, the seller chooses the means of transport and the way to be taken. From the transfer of goods to the transporter the goods are forwarded at the risk and cost of the buyer, even if the delivery is free destination (CPT). Transport insurance is arranged only on the expressive wish of the buyer and at his cost.

The date of delivery is the day when the goods leave the works or the storage in transit or are put at the disposal of the buyer and ready for shipment. We have to inform the buyer that the goods are ready for collection. Five working days after the time - in case of delivery ex works - when the buyer has been informed that goods are ready for collection, the goods are stored at the risk and costs of the buyer.

If the buyer does not collect the goods within the period of one week after having been informed that they are ready for collection, or if he does not within a week's time send a written information about the means of transport or the way to be used, we have the right to deliver the goods to the buyer at the risk and costs of the buyer in the usual way of transport. The place of transport and of transfer of risk in such case is the handing over of the goods to the transporter.

We are entitled to carry out part- and advance deliveries and to separately invoice (part) amounts for them.

3. **Interruptions or delays of delivery:** In case of delays of delivery the buyer has to appropriately extend the time of delivery by at least 4 weeks. After a futile expiration of this period the buyer can terminate the contract. If there is a divisible performance, the buyer, however, is only entitled to an appropriate part withdrawal. Fortuitous events (f.e. strike, fire, war etc.) of any kind, official measures, unforeseen operational difficulties, shortages of raw materials and supplies or other obstacles for the production or delivery are followed by an appropriate extension of delivery time. If in these cases the agreed time of delivery is exceeded by more than 4 weeks both parties have the right of withdrawal from sale, if the goods have not been forwarded yet. Claims for damages are not admitted in the case of fortuitous events.

We are only liable for a delay and the impossibility of delivery or part delivery for any other reasons, if we have acted with gross negligence. Here limited liability of point 13 is applicable.

4. **Quality:** For all deliveries goods of merchantable quality are regarded as agreed. The quality level stated in the confirmation of order is considered as decisive for the execution of the order. Deviations in colour and quality customary in trade are reserved with respect to the raw material not always being the same. Such deviations with respect to the material do not constitute a defect. We pack the goods at our own discretion. The packing is not taken back and it is invoiced separately.

5. **Quantity:** As to the amount of delivery, deviations of up to 10% of the value of the goods per order are admissible. Calculation is carried out according to the amount of delivery stated in the supply plant. The purchasing price has to be adapted correspondingly according to the deviation of the agreed amount of delivery from the stated amount of delivery.

6. **Pricing:** All stated prices are Euro prices. The prices are net prices and do not contain any taxes and duties. Calculation of prices is carried out by taking the current costs (prices for material, wages, salaries, exchange rate when prices are calculated in other than Austrian currency) valid on the day of submission of offer or placing of the order respectively as a basis. We reserve the right to correct the price, if the basis of costs changes until the day of delivery.

7. **Invoices** and marginal costing are due after receipt plus the calculated value added tax. From the date of maturity until receipt of payment we charge the current interests for deposit credits. When payment is delayed, we charge collection fees amounting to 1% of the invoiced amount, however with a maximum of 30 EUR for each reminder.

After an unsuccessful second reminder we charge a collection agency with the collection of the arrears at the buyer's costs. We are entitled to claim an appropriate compensation from the buyer for all the collection costs arisen from the delay of payment by the buyer, except if the buyer is not responsible for the delay of payment. The admissible cost of collection results from the maximum charge of the collection agencies according to VO BGBl 1996/141 in its respectively valid version. The admissible amount of lawyers' costs results from the "lawyers' fee law of 1969" in its respectively valid version.

Payments are first used for unsettled interests and charges and then for settlement of the oldest accounting unit. A setoff with counterclaims of the buyer for our claims is inadmissible with regard to this contract, if the counterclaims have not been proven by effective judgment or have been acknowledged by us.

A buyer's lien is not admissible.

In case of a deterioration of the buyer's financial condition, or if we first after conclusion of the contract get to know about the bad financial situation of the buyer already at the time, when the contract was made, so that the buyer's fulfilment of the contract is at risk, we may refuse our performance until the consideration is effected or secured. Such a financial situation of the buyer can be considered as proven when confirmed by a reliable informant of a renowned bank or information office.

At default of the payments agreement we can repudiate the contract by giving or granting an adequate additional period of time. In case of the buyer's insolvency we can repudiate the contract without granting any additional period of time.

We reserve the right to invoice the buyer with any arising damage claims as a consequence of a default in the payments agreement.

If there arise losses on the exchange rate when converting and transferring amounts of money having been paid into or deposited in the bank or an official account in the national currency by the buyer, the buyer is obliged to make an additional payment of up to the equivalent amount of the agreed currency.

After maturity conversion and transfer have to be carried out within 5 bank days from the time of receipt of payment.

8. **Currency clause:** If the exchange rate between the currency agreed upon in the contract and the Euro deviates by more than 5% from the exchange rate of the day when the contract was concluded, the due amount shall be corrected in such a way that we do not suffer any damage from the changes of the currency parities.

- 9. Bills** are only accepted as payment on the basis of an expressive agreement. The cost of discounting and cashing is born by the buyer. Credit of bill and check are subject to redemption.
- 10. Title retention:** Until complete payment of all our claims plus extras all delivered goods remain our property. For securing the goods delivered under retention of title they have to be stored separately and insured against fire and theft at the cost of the buyer. Retention of title also comprises the processed and manufactured products.
By manufacturing and processing, mixing and combining the goods we acquire common ownership of the new things developed in such a way - in so far the buyer is seen as the custodian for us.
The buyer is not entitled to pledge goods being subject to an unpaid seller's right of lien to third parties or to transfer it to purchase chattel mortgage or to dispose of these goods in any other way than by sale based on proper conduct of business in favour of third parties.
We have to be informed immediately in case of a seizure by a third party of the goods under retention of title.
For the event of a further sale of the retained goods the buyer assigns his claims from this sales contract to us already now.
This assignment by way of security shall be recorded in the commercial books of the buyer by stating the date of assignment (conclusion of this contract) and our complete company name (assignee).
The buyer undertakes furthermore to inform his customer of the assignment of claim.
Payments which the buyer receives from his customer, shall immediately be transferred to us.
- 11. Guaranty:** The buyer has to check the goods immediately after delivery and, in case of a flaw, inform us immediately - otherwise no liability or damage claim is admissible. This is also true for misdirected and different deliveries.
If a check of the goods themselves is not possible with especially packed goods, the packing has to be checked. If it shows an external damage which may indicate a damage of the packed goods we must immediately be informed - otherwise no liability or damage claim is admissible.
If an immediate check of the goods is not possible at acceptance of the goods according to a proper course of business, we must be informed immediately and any defect stated in the following check must be notified in writing within 5 working days from the examination.
If defects are discovered later, they also have to be notified immediately, otherwise the goods are considered as approved even with respect to the defects. By negotiating notices of defects we do not waive the defence that notice of defect was made too late or not sufficiently specified.
The buyer is entitled to claim guaranty up to a maximum of 6 months after acceptance of the goods. Manufacturing and processing of the goods excludes any guaranty.
There is no time guaranty for a certain durability, nor is there an efficiency guarantee for achieving a certain level of productivity.
Return deliveries of goods need an expressive written approval and are charged to the account and at the risk of the buyer.
In case of unjustified notices of defect causing extensive re-examinations, the costs for these examinations can also be charged to the account of the buyer.
To claim guaranty does not release the buyer from his obligation to pay (see point 7.).
If a guaranty case between the buyer and his customer comes about, a recourse to us is inadmissible according to § 933 b ABGB (Austrian Civil Code). The buyer in turn will also exclude the right of recourse according to § 933 b ABGB regarding his customers (if they are not consumers).
- 12. Liability:** We are only liable for a damage resulted to a buyer, if we or one of our vicarious agents are charged with intent or gross negligence.
Liability for ceasing profit, consequential damages or for damages based on claims of third parties is inadmissible.
We are not liable for indirect damages, for damages resulting from wear and tear, for unprofessional treatment, for additional work of third parties or circumstances outside the normal operational conditions.
Our oral and written advice, also in sales negotiations, is without obligation and does not free our buyers from checking themselves,
- to which extent our products are suitable for the intended techniques and purposes. For violating our or our vicarious agents' duty to warn according to § 1168a ABGB we are only liable if we are charged with at least gross negligence. We do not take any responsibility for the applicability of our deliveries for a special purpose. The fact that the orderer complies with special directives which are not checked by us, does not oblige us in any way.
- 13. Liability:** Our liability and that of our suppliers for consequential material damage only exists within the framework of the indispensable conditions of the Produkthaftungsgesetz (Austrian Product Liability Law).
- 14. Applicable Law, Place of Contract and Jurisdiction:** For this contract the provisions of Austrian Law excluding IPRG and any other colliding standards, are applicable. The United Nations' agreement on contracts concerning international purchase of goods (UN-right of purchase) is not applicable for this contractual relationship.
Place of contract and jurisdiction for all disputes and claims arising from this contractual relationship, especially also about the validity of these terms of sale and delivery, is Wels. We are, however, entitled to assert our claims also at the buyer's general jurisdiction.
- 15. Use of trademarks:** Use of our trademarks by the buyer needs our previous written approval.
- 16. Cancellation and returns:** Cancellation of verbal or written orders entitles us to charge you with a counterbalance and handling charge.
For orders not yet taken up the counterbalance commission amounts to 5% of the value of order. If ordered goods have been worked on or dispatched, 15% of the order value will be charged. For unfounded returns the costs for reshipment may be charged additionally.
- 17. Other conditions:** Invalidation of single conditions of these terms of sale and delivery does not affect validity of the further conditions.
We are entitled to correct obvious errors, like f.e. mistakes in writing and calculation in offers, cost estimates, confirmation of orders, bills of delivery and invoices at any time.
These terms of sale and delivery supplement the contracts concluded between us and the buyer. In case of contradictions to the conditions in the contract or if the contract contains further-reaching conditions, the contract precedes the terms of sale and delivery.
There are only written agreements valid between the parties to the contract. An alteration of the terms of sale and delivery also needs to be in writing. The same is true for giving up the demand of the written form. Oral agreements are not legally binding. The buyer acknowledges that our employers or third parties are not entitled to make promises deferring from contractually agreed primary obligations (like agreements of payment, quality assurance, terms of delivery).
We are entitled to change the terms of sale and delivery. We will inform the buyer about these alterations of terms of sale and delivery and about the exact date of alteration at least one month before the date of alteration. The alteration of the terms of sale and delivery enters into force if the buyer does not raise any objection against this alteration within a period of one month from the date of information. We will notify the buyer about this opportunity to object.

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