

TERMS OF DELIVERY OF AUSTRIALPIN GmbH

1.) General Terms and Conditions

Deliveries shall be made exclusively on the basis of these Terms of Delivery. Any terms stipulated by Purchaser which are contradictory to these Terms of Delivery shall be deemed without obligation for Supplier even if they are used as a basis for the order and Supplier has not expressly objected to their contents. Supplier is willing only to conclude a contract on the conditions laid down in these Terms of Delivery. Supplier shall acknowledge any diverging terms only if they have been expressly agreed in writing.

2.) Offer

Supplier's offers shall be valid for a maximum of 30 days from their submission. All offers are exclusively based on these Terms of Delivery unless expressly agreed otherwise.

3.) Delivery

All indicated dates of delivery are guiding dates. Supplier shall not assume any responsibility for contingent delays. In the event of any failure to comply with any agreed terms of payment, of delayed payment, of exceedings of possible trade credits, or of insolvency (pending execution shall suffice), any further duty to deliver or render any other performance imposed on Supplier shall terminate. In the event that any performance has become impossible or more difficult to render as a consequence of *force majeure*, wars, lock-outs, strikes, or economic impossibility, Supplier shall be entitled to cancel any outstanding promises of delivery without costs. Unless agreed otherwise, deliveries shall be effected free Supplier's works.

4.) Prices

Unless otherwise agreed, all prices offered are net prices. Prices shall be payable within 30 days without any deductions or subject to a 2 % cash discount within ten days. In the event of delays, a default interest of 1 % per month shall be charged, minimum, however, twice the Austrian discount rate.

5.) Reservation of Title

Any goods supplied shall remain the property of Supplier until fully paid with all supplementary fees, including default interest and costs. In the event that any goods are resold before the purchase price has been paid in full, the claim for the purchase price resulting from the resale to a third party shall be deemed to be assigned to Supplier as a means of payment instead of the title reserved.

6.) Place of Performance and Applicable Law

The place of performance shall be Fulpmes. The contractual relationship shall be subject to Austrian law.

7.) Venue

Any disputes and controversies resulting directly or indirectly from this contractual relationship shall be exclusively submitted to the Innsbruck court of justice having jurisdiction over the subject matter concerned.

8.) Warranty, Damages, Liability

Any faults shown by the goods supplied shall be notified to Supplier in writing immediately after the goods have been received; otherwise any claims shall be excluded. If and as far as there is a warranty claim, Supplier shall either improve or replace any faulty parts. It shall be deemed expressly agreed that Supplier shall not be obligated to indemnify Purchaser for any damages resulting from the faults, for claims for damages, or for any other claims, unless liability is based on wilful conduct. Supplier shall be liable as stipulated by the Product Liability Act (*Produkthaftungsgesetz, Law Gazette BGBl. 99/88*) if and as far as a consumer is concerned by such claims. Any claims asserted on the basis of product liability shall be notified to Supplier in writing immediately after their coming into existence, otherwise any liability shall cease. Purchaser shall be obligated to impose such term onto his or her customers in a legally binding way.

The aforesaid provisions notwithstanding, in the event that Supplier's liability has not already been excluded, Supplier's liability for any claims asserted by Customer shall be limited to the amount of twice the price of the product delivered and giving rise to the liability claim without VAT, irrespectively of the legal grounds of such claims. In the event of deliveries by instalments the price of such partial consignments shall serve as a basis which have caused contingent liabilities, but not the price of the total consignment.

Innsbruck, 5 September 1996/686