

**GENERAL SALES AND DELIVERY TERMS
FOR THE SALE OF GOODS IN AUSTRIA AND SLOVENIA
of tisco GmbH (hereinafter: tisco)
- only for business dealings -**

General:

- Business dealings between the buyer and tisco are exclusively subject to the following conditions. These conditions are binding for all present and future business dealings with tisco, even if it is not specifically referred to. Any declarations to the contrary by the buyer are legally invalid, even if they remain uncontested. The buyer agrees to these conditions, if not otherwise, in any case by accepting the goods.

Prices:

- The prices are based on the price lists of tisco valid on the date of contract. Unless otherwise agreed upon, the list price at the time of delivery is valid in case of price changes.

Delivery:

- tisco supplies without delay in accordance with the operational capabilities. Partial deliveries are permitted. Unavoidable events and circumstances not caused by tisco allow tisco to delay delivery and possibly withdraw from the contract.
- Unless otherwise agreed, the goods are delivered duty paid at the buyer's registered office. The supply costs are borne by the buyer and the latter explicitly agrees to a dispatch by the Austrian Post or any other transport service.

Payment and Retention of title:

- The buyer is not entitled to any right of retention or set-off against the purchase price or other claims, unless the claim is not disputed by tisco or is legally determined. In this case, tisco is entitled to avoid the retention or set-off rights by submitting a bank guarantee to the amount of the setoff right.
- Buyer's payments are first offset against interest, fees and costs and then against the least secure part of the claims. Any other obligation of the buyer is invalid. The payment is due upon delivery.
- tisco reserves the right, notwithstanding the aforementioned payment conditions, to deliver goods only against payment guarantee, advance payment or cash on delivery.
- Advance payments will not bear interest.
- In case of default, tisco is entitled to cease additional supplies or services in whole or in part, till the customer has corrected the default. Further, in case of default, tisco is entitled to withdraw from the contract and claim damages for non-performance without setting a grace period.
- In case of late payment by the buyer, tisco is entitled to claim interest at the rate of 8 percentage points above the base interest rate of the Österreichische Nationalbank, but at least 10% per year. The defaulting buyer is obliged to reimburse the costs of dunning, collection and information costs, especially also the costs of a lawyer engaged by tisco.
- In case of default by the buyer, even from other transactions, tisco is entitled to withdraw from the contract. Also, in this case tisco may withdraw the goods subject to retention of title, which by itself is not considered as cancellation of the contract. The buyer receives a credit at fair value for such withdrawn goods.
- The goods remain the property of tisco until the complete fulfilment of all claims towards the buyer arising from the business relationship, for whatever legal reason, including future claims

from contracts concluded simultaneously or later. The customer is authorised to resell the goods under retention of title, provided he is not in default of the whole or a significant part of the payment and he has also agreed to retention of title with his customer. He shall transfer all claims in full to tisco, but is entitled to collect them in his name. This authorisation may be revoked at any time by tisco. The buyer is not entitled to an agreement with third parties, which exclude the assignability of the claims. In the event of resale of the goods subject to retention of title, the buyer hereby assigns all claims that they have incurred in this regard against any third party as payment to tisco. The buyer agrees to inform its contract partners about the reserved property of tisco, notify them about the assignment of the claim latest by the contract date and make a corresponding endorsement on the assignment in its trading books.

Warranty:

- tisco is liable for defects only if the defect has been reported immediately in writing, otherwise the goods shall be considered as accepted even with regard to these defects.
- In case of justifiable claims, tisco is entitled either to correct the deficiencies or provide replacement against the return of the defective goods or refund the purchase price and withdraw from the contract or credit the reduced value of the goods under the contract of sale. The buyer's claim for cancellation and reduction is excluded. Also excluded are claims for damages, unless tisco is charged with gross negligence. tisco is liable only for gross negligence, provided mandatory statutory provisions do not state otherwise. The burden of proof for the degree of fault is borne by the buyer.
- Warranty claims, including dealer recourse (§ 933b ABGB) shall expire within one year after delivery.

Other Provisions:

- Severability Clause:
Should any provisions or other components of this contract be deemed wholly or partially invalid or unenforceable, the validity of the remaining provisions shall hereby remain untouched. In this case, the invalid provision is replaced by a provision that is economically closest to the invalid provision.
- The jurisdiction for all disputes arising directly or indirectly from the contract, is the District Commercial Court of Vienna or the Vienna Commercial Court, depending on the competence. tisco is also entitled to sue at the competent court in Linz.
- For the legal relations in connection with this contract, only Austrian law applies to the exclusion of international sales law provisions, in particular the United Nations Convention on Contracts for the International Sale of Goods.

As on: 18.03.2010