

GENERAL TERMS OF DELIVERY of October 8th, 2013

Article 1 – MAKING A CONTRACT

- 1.1. Unless the contracting parties have expressly agreed otherwise in writing, the present General Terms of Delivery shall apply.
- 1.2. The below provisions on the delivery of goods shall also apply mutatis mutandis to performances.
- 1.3. A contract shall be deemed to have been made if the SELLER has sent a written order confirmation upon receipt of an order from the BUYER and if there is no evidence that the BUYER has opposed it within ten days.
- 1.4. SELLER shall be bound by BUYER's terms and conditions only if SELLER has accepted them separately.

Article 2 – TECHNICAL INFORMATION

- 2.1. The data on weights, measures, content, prices, performances, or alike, as contained in catalogues, brochures, circular letters, advertisements, pictures and price lists, etc. shall only be definitive if the quotation and/or the contract expressly refers to them.
- 2.2. Drawings, design drafts and other technical documents, as well as samples, catalogues, brochures, pictures and alike shall always remain the intellectual property of the SELLER. Any use, copying, reproduction, dissemination and transfer to third parties, and any publication and presentation thereof may only be effected with the express approval of the SELLER.

Article 3 – PACKING

Unless other arrangements have been agreed upon

- a) the listed prices are without packaging;
- b) the goods are packaged according to normal trade practice in order to avoid, under normal transport conditions, any damage to the goods on the way to their agreed destination. The goods are packaged at BUYER's expense, and the packaging material will only be taken back if so agreed by the parties.

Article 4 – PASSING OF RISK

Risk of loss or damage to the goods shall pass to the BUYER according to ICC Incoterms 2010. The BUYER shall insure the goods against any risk of loss or destruction for the benefit of the SELLER until any amount outstanding in terms of this agreement has been paid.

Article 5 – DELIVERY

- 5.1. Time or date of delivery as per specific order terms.
- 5.2. SELLER shall have the right to make partial or advance deliveries.

- 5.3. In case delivery is delayed due to causes which rest with the BUYER, installation, start-up and take-over shall be delayed accordingly without penalty to SELLER.
- 5.4. In case delivery is delayed for more than 30 days due to causes which rest with the BUYER, the SELLER shall have the right
- either to store the contractual goods and charge interest and storage costs, or
 - to dispose the contractual goods for other delivery contracts. In that case a new delivery time has to be agreed upon by the parties and the contract has to be amended accordingly and SELLER preserves the right to charge interest and the storage costs until disposal.
- 5.5. If BUYER does not accept delivery of goods under the contract at the contractually agreed place or at the contractually agreed time, and if the delay is not due to any action or omission on SELLER's part, SELLER may either demand the performance of the contract or withdraw from the contract, granting a reasonable respite. The SELLER shall also be entitled to claim a refund of any justified expenses that SELLER additionally had to incur in connection with performing the contract and that are not covered by the payments received.

Article 6 – PRICE

- 6.1. Unless otherwise agreed, all prices shall be ex works of SELLER, without packing and loading.
- 6.2. The prices shall be based on the costs at the time of the quotation, unless otherwise agreed. In the event that costs change during the period until delivery, these changes shall be in favour, or at the expense of SELLER respectively.

Article 7 – PAYMENT TERMS

- 7.1. The payments shall be made in keeping with the agreed conditions of payment under the contract.
- 7.2. The BUYER is not permitted to defer payment or offset any amount against the payment because of any counterclaim on the part of the BUYER.
- 7.3. If the BUYER defaults on the agreed payment or any other performance, SELLER may either insist on the performance of the contract or announce the withdrawal from the contract, granting a reasonable respite. In all events, BUYER shall refund to SELLER the dunning charges and collection costs which constitute a further damage caused by the delayed performance. If BUYER has not made the payment due or provided any other performance within the respective respite, SELLER may withdraw with immediate effect from the contract by means of a written notice. BUYER shall return to SELLER, upon SELLER's request, any delivered goods and compensate SELLER for any reduction in the value of the goods that has occurred, as well as refund to SELLER all expenses that SELLER had to incur in connection with the performance of the contract.
- 7.4. If the BUYER defaults on the agreed payment, SELLER has the right to charge interest on arrears, as of the due date, in the amount of 10% p.a. on the day of maturity, unless BUYER can claim a reason for relief under Article 15 (Force

Majeure).

Article 8 – RETENTION OF OWNERSHIP

- 8.1. The goods shall remain the sole and absolute property of SELLER as legal and equitable owner until such time as any amount outstanding in terms of this agreement has been paid, irrespective of the fact that the sold goods have been handed over to the BUYER.
- 8.2. It is further agreed between the parties that in case of any installments not being paid in full or at all, SELLER shall be entitled to retain any amount paid by the BUYER as liquidated damages in case of the contract being cancelled.
- 8.3. In case legal registration of ownership is required due to law, the BUYER is obliged to fulfil the registration proceedings at his costs and to present to SELLER a written proof of such registration before shipment.
- 8.4. SELLER may for the purpose of recovery of their goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

Article 9 – RIGHT TO ASSIGN

SELLER shall be entitled to sub-contract, cede, assign and transfer any or all of its rights, title and interest in and to this contract to a third party without the BUYER's consent.

Article 10 – WARRANTY

- 10.1. SELLER warrants that all goods supplied under this contract shall be brand new and manufactured of high quality materials and in accordance with the specifications, and according to prevailing international standards it will be of first-class workmanship.

The warranty is limited for following defects which may occur during the following warranty period:

- for mechanical defects during a period of fifteen months after shipment respectively twelve months after setting into operation, whatever comes first,
- for electrical defects during a period of nine months after shipment respectively six months after setting into operation, whatever comes first.

Such defects must be reported with a detailed written explanation to SELLER immediately.

Upon delivery, the BUYER shall thoroughly inspect the delivered goods for completeness. Defects or deficiencies that are or could have been discovered by such inspection must be reported with a detailed written explanation to Seller within 30 days after delivery to the BUYER, or any rights in connection therewith shall lapse.

Once the BUYER has made a notice on defects to SELLER, SELLER shall - if the defects must be remedied according to the provisions of the present article - at SELLER's choice:

- a) rework the defective goods on BUYER's site;
- b) have the defective goods or the defective parts shipped back to SELLER for reworking;
- c) replace the defective parts;
- d) replace the defective goods.

A precondition for the free of charge replacement and reworking of defective goods or parts during the warranty period is that the defective goods or parts will be returned to SELLER or SELLER's representative on BUYER's charges.

- 10.2. The warranty does not cover wear and tear parts which are subject to or damaged by normal wear and tear. These wear and tear parts are specified in separate lists added to the operating manuals of the machines.
- 10.3. The warranty does not cover damage caused by insufficient or faulty handling and/or maintenance or faulty installation executed by the BUYER or any third party, or damage occurring as a result of circumstances beyond SELLER's control.
- 10.4. SELLER excludes warranty in case the BUYER uses spare parts not delivered by SELLER for repair of the machines.
- 10.5. SELLER shall deliver FCA Austrian airport according to ICC Incoterms 2010, at its own expense, the parts to be supplied in replacement of any defective parts returned to SELLER or SELLER's representative. Costs for freight and import clearance of

goods (all taxes, duties, etc.) in the country of destination are on BUYER's account.

- 10.6. The BUYER shall have at any time the burden of proof that the goods supplied have already been defective at the time of delivery.
- 10.7. Except as expressly set out in this Article all warranties are hereby excluded to the extent permitted by law.

Article 11 – LIABILITIES

- 11.1. SELLERs liability for slight negligence shall be expressly excluded. It is expressly agreed that SELLER shall not be liable to BUYER for standstill in production, loss of profit, loss of use, loss of contract or any other economic or indirect or consequential damage.
- 11.2. This restriction of liability shall apply to all damage claims, regardless of their legal grounds, including but not limited to pre-contractual and ancillary contractual claims.
- 11.3. The purchased object provides only that level of safety that may be expected on the basis of the registration provisions, the operating instructions, SELLER's rules on the handling of the purchased object - especially with regard to any possible inspections - and other instructions given.
- 11.4. Any damage claims of the BUYER against SELLER must be asserted within a period of six months from the arising of the damage. The BUYER shall bear the burden of proof in regard to any damages as well as in regard to any default of the SELLER.
- 11.5. In case of damage claims because of defective goods it is in SELLER's sole discretion to decide whether to replace or amend the respective goods.

Article 12 – MODIFICATIONS

- 12.1. Modifications and amendments to this contract are valid and binding only if they have been made in writing and duly signed by the authorized representatives of the BUYER and the SELLER.

- 12.2. Should any modification in design, drawings and/or specifications, shipping instruction and delivery schedules affect the contract price and/or delivery, an equitable adjustment in the price and/or delivery will be mutually agreed upon.
- 12.3. Minor variations by SELLER in the details of design and construction of the goods shall not give rise to any claim of defect or default. SELLER reserves the right to make such minor changes in details of design and construction which SELLER considers to constitute an improvement over those set forth and described in the contract and appendices thereto.

Article 13 – GENERAL TERMS

- 13.1. In the event that import and/or export licenses or foreign-currency permits or similar authorizations are required for the performance of the contract, the BUYER is responsible for obtaining such documents, licenses or permits necessary in due time. SELLER shall at all times provide information concerning which documents, permits and licenses are necessary for the respective transaction in Austria.
- 13.2. The invalidity of any provision of this contract shall not have any influence upon the validity of the remaining provisions. Both contracting parties will use their best efforts to replace the invalid provisions by valid provisions corresponding as much as possible to the original intentions of both parties to the contract.
- 13.3. If one of the parties becomes bankrupt, goes into liquidation whether voluntarily or involuntarily, wound up or dissolved, compounds with its creditors or has a receiver appointed for the whole or any part of its assets or becomes subject to any similar process or proceedings then the other party may cancel this contract with immediate effect.

Article 14 – CONTRACTUAL LANGUAGE

This contract and the appendices hereto, which form an integral part of this contract, as well as all exchanges between the parties hereto shall be in English language. In the event of disputes arising from the present contract translated into other languages the English text

shall prevail.

Article 15 – FORCE MAJEURE

The term "FORCE MAJEURE" is understood by both parties to mean any cause to prevent either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented and are not reasonably avoidable by the party so prevented including strikes, lockouts or other industrial disputes (whether involving the workforce of the party so prevented or any other party), acts of God, war, riots, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, by any competent body or authority, accident, breakdown of plant or machinery, fire, flood or storm, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials or products, currency restrictions. Neither party shall be liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to force majeure provided always that clause this shall not apply in respect of an obligation to pay monies.

In case of an event of force majeure, the parties shall meet to decide on and take appropriate measures.

Any party wishing to plead force majeure must notify the other party within fifteen (15) days by registered letter with return receipt, stating the nature, the starting date and the probable end of the event of force majeure.

Failure to comply with this requirement shall result in full and irrevocable liability of the defaulting party for all risks and consequences of the event of force majeure.

Article 16 – COVENANT OF CONFIDENTIALITY

16.1. For the purpose hereof "Confidential Information" shall be deemed to define data, information and software which are mutually disclosed by the parties or which the parties otherwise obtain in conjunction with the business relationship entered into hereunder from the other party.

- 16.2. The parties shall treat Confidential Information as strictly confidential and may not disclose it to any third party. The BUYER shall have no right to reproduce any drawings, flow-sheets, layouts sketches, technical information sheets or operating handbooks supplied by SELLER for the execution of the contract, nor shall he copy or disclose them to third parties or use them to have equipment or parts of the goods made by anyone other than SELLER.

In the event that any drawing should have to be given or disclosed to third parties for the execution of the plant, the BUYER shall inform SELLER and may require such drawings or copies from SELLER, specifying their purpose and destination.

- 16.3. The BUYER shall be responsible for making sure that the duty of confidentiality shall also be complied with by any third parties. The BUYER shall prove at SELLER's request that it has made such third party accept the confidentiality clause or a similar obligation.
- 16.4. Conversely, SELLER shall observe professional secrecy for all the data communicated to it by the BUYER during execution of contract and subsequent visits.

Article 17 – ARBITRATION CLAUSE, APPLICABLE LAW, PLACE OF PERFORMANCE

- 17.1. In case any controversy shall arise between the BUYER and the SELLER as to the interpretation or application of any terms, conditions, requirements or obligations under or in connection with the present contract, inclusive of those on its validity, final settlement shall be made by arbitration.

However, SELLER may also go before an ordinary court of law in Austria, or the court of law which is competent for the BUYER.

- 17.2. The arbitration proceedings shall be governed by the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris, France. The proceedings shall take place in Vienna, Austria in the English language. The arbitrators shall apply the laws of Austria to the case at hand, CISG and the conflict of law principles shall be excluded.

- 17.3. The ruling of the arbitrators shall be final and binding on BUYER and SELLER.
- 17.4. SELLER's principal place of business shall be the place of performance for deliveries and payments, also in the event that the transfer is agreed to be in a different place.