

GENERAL CONDITIONS OF SALE AND DELIVERY

of

Format Werk GmbH

Wallackstraße 3, 4623 Gunskirchen

I. Scope

These General Conditions of Sale and Delivery of Format Werk GmbH (hereinafter referred to as Format Werk) shall apply to all deliveries, offers and services of Format Werk. Neither modifications and additions to these General Conditions of Sale and Delivery nor any other general conditions of customers are accepted by Format Werk unless otherwise confirmed in writing by Format Werk. Any actions in fulfilling the contract by Format Werk shall not be seen as acceptance of any other conditions which deviate from these General Conditions of Sale and Delivery. These General Conditions of Sale and Delivery shall also apply to all other transactions between the contracting parties in form of a frame agreement .

II. Offers

Offers of Format Werk are not binding. Any deviations shall be subject to written confirmation.

III. Conclusion of Contract

The contract shall be deemed concluded upon written confirmation as well as upon dispatch of delivery. Modifications as well as acceptances of representatives require the written form in order to be valid.

IV. Prices

Prices are ex works of Format Werk and do not include VAT. Prices are based on the costs at the time of the first offer. Format Werk is entitled to adapt the prices if the costs have raised till the date of supply unless the parties agreed otherwise.

V. Payment and Default

As far as the parties have not agreed upon specific payment terms the following is valid: net payment within 8 days of the invoice date. Any discounts require a specific agreement. In the event of delay in whole or in part, any agreements on discounts shall become invalid. Payments shall be deemed to be effected with receipt of payment on the bank account of Format Werk. Bills of exchange and checks are only accepted after their clearing. Interest or any other expenses in connection with such payments shall be borne by the customer.

In the event of delay in payment Format Werk is at its own discretion entitled to collect interest charges to the extent of 10 % p.a. or in compliance with the applicable legal provisions or to claim full compensation for damage. Further, Format Werk is entitled to demand compound interest in case of delay. Moreover, the customer undertakes to refund all occurring costs, expenses and cash expenses under which title whatsoever they accrue and which are caused by the pursuance of Format Werks legitimate claims.

The customer is not entitled to set off with counterclaims.

VI. Withdrawal from contract

Format Werk is entitled to withdraw from the contract for important reasons such as bankruptcy of the customer or dismissal of a bankruptcy petition for insufficiency of

assets or default of payment or acceptance in part or whole after having set a reasonable period of grace. In case of default Format Werk is entitled to withhold outstanding deliveries or services and claim prepayments and securities or withdraw from the contract after having set a reasonable period of grace. In case of withdrawal from the contract Format Werk shall be entitled to claim a compensation to the extent of 15 % of the invoiced amount caused by negligence of the customer. Format Werk shall also be entitled to claim damages which go beyond such payment. In case the customer withdraws from the contract or demands its cancellation without justification Format Werk shall be entitled to insist on completion of the contract or to agree upon the cancellation of the contract. In the latter case the customer shall be obliged to pay a contractual penalty to the extent of 15 % of the invoiced amount to Format Werk. Format Werk shall be entitled to claim damages which go beyond such contractual penalty.

VII. Delivery, Transport, Default of Acceptance

The prices do not include any costs for delivery. Format Werk may render or organize such services for extra compensation. With respect to transport and delivery services Format Werk will charge the actual costs plus an administration surcharge; but at least the usual transport prices for the chosen mode of transportation that are effective at the day of delivery.

For deliveries under a price of EUR 300 Format Werk will charge service fees of 6% of the invoiced amount, but at least EUR 10,00.

In case of default of acceptance by the customer Format Werk shall be entitled to store the goods itself for which Format Werk charges 0,1 % of the invoiced amount per day or to store the goods with an authorized businessman at customer's risk and expense after having set a reasonable period of grace. In this case Format Werk shall be entitled to insist on completion of the contract or to agree upon the cancellation of the contract after having set a reasonable period of grace.

Deliveries shall be at the risk and for the account of the customer.

VIII. Delivery Period

Any information of Format Werk concerning delivery periods are not binding. Format shall only be obliged to deliver goods if all obligations that are required for delivery are fulfilled by the customer. Format Werk shall be entitled to exceed fixed time-limits and delivery dates in case of justified reasons. Force Majeure or other unforeseen obstacles in the sphere of the customer or its supplier excuse Format Werk from meeting fixed delivery dates.

IX. Place of Performance and Passage of Risk

Enjoyment and risk shall pass to the customer at the time of departure of the goods ex works or ex warehouse regardless of the terms of quotation (such as carriage paid, CIF etc) agreed upon. This provision also applies to the case of delivery being effected, organized and managed by Format Werk. Place of performance is the business seat of Format Werk.

X. Changes of the obligation to perform and to deliver

Minor modifications or other reasonable changes for the customer with respect to Format Werk's obligation to perform and deliver are deemed to be approved by the customer in advance.

Any goods are only delivered in original packaging. Orders that differ therefrom are adjusted by Format Werk. For custom-made products changes of +/- 10 % are deemed to be approved by the customer.

XI. Warranty and Notice of Defect

In case of defects the customer may demand replacement or reparation of the goods unless repair or replacement is impossible or connected with unreasonable expenses. Format Werk shall be obliged to undertake the repair or replacement in reasonable time. In case neither reparation nor replacement is possible or the expenses incurred are unreasonable for Format Werk the customer has the right to price reduction or in case of a minor defect redhibitory action.

All claims with respect to warranty must be asserted in court within 6 months after dispatch of the goods.

If the customer claims the existence of a defect, claims resulting thereof, especially due to warranty or compensation, can only be asserted if the customer proves that the defect was already present at the time of the dispatch of the goods; this shall also apply within the first 6 months after dispatch of the goods.

The customer is obliged to inspect the goods pursuant to Sec. 377 of the Austrian Commercial Code immediately upon delivery. Any defects have to be reported immediately, at least within 7 working days after detection, in writing describing extent and manner of the defect. Hidden defects have to be reported in writing immediately, at least 7 working days after detection. If the notice of defect is not given in due time the goods are deemed to be accepted.

Any claims pursuant to Sec 933b of the Austrian Civil Code have to be asserted within 6 months upon delivery.

XII. Compensation

Except for personal damages any liability claims of customers are excluded, unless Format Werk or a person, for whom Format Werk is responsible, has caused the damage wilfully or grossly negligently. The limitation period for damage claims shall be 3 years after transfer of perils.

XIII. Product liability

Recourse claims according to Sec 12 of the Austrian Product Liability Act are excluded, unless the person entitled to regress provides evidence that the product defect was caused in the sphere of Format Werk by and

was caused by gross negligence. IV. Reservation of Proprietary Rights

All goods are delivered under reservation of proprietary rights and remain unrestricted property of Format Werk until complete payment (including interest and costs). The exercise of the retention of title does not constitute a withdrawal from contract by Format Werk. In case the goods under reservation of proprietary rights should be seized or confiscated, the customer shall be obliged to immediately inform Format Werk. The customer carries the full risk for the goods under reservation of proprietary rights, especially for the risk of destruction, loss or deterioration.

XV. Assignment of Claims

By delivery under retention of title the customer assigns to Format Werk all claims towards third parties in advance, as far as they are caused by sale or processing of goods, until the complete payment to Format Werk. This assignment has to be made apparent in the books, delivery orders, invoices etc of the customer.

If the customer is in default of payment, the customer shall separate the incoming sales revenues and shall hold these sales revenues in trust in favour of Format Werk.

XVI. Retention

The customer shall not be entitled to hold back due payments due to warranty claims or other defects.

XVII. Forum and applicable law

For any disputes arising the exclusive jurisdiction of the local competent court at the business seat of Format Werk is explicitly stipulated.

Only Austrian procedural and substantive law is applying. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

XVIII. Data Protection and Address Modification

The customer accepts that the personal data contained in the purchase agreement will be automatically stored and processed for the execution of such agreement.

The customer is obliged to disclose any changes of its living and business address to Format Werk, as long as the relevant transaction is not mutually fulfilled. If the customer fails to disclose changes of its living and business address any notices are deemed to be received if sent to the last known address of the customer.

XIX. Final Conditions

For the sale to consumers as defined by the Austrian Consumer Protection Act the above stipulations apply only as far as the Austrian Consumer Protection Act does not provide for other mandatory stipulations.

In the event that any of the provisions of this agreement should become invalid or ineffective, the validity of the other provisions shall not be affected.

The customer explicitly waives its right to appeal against these General Conditions of Sale and Delivery for any reason, also for *lasio enormis* and for error.