
General Terms and Conditions for Sales and Delivery

of SAG Group Companies

hereinafter referred to as
"SAG Conditions for Sales and Delivery"
August 2010 edition

1. Conclusion of Contract: The following terms and conditions apply exclusively for all our deliveries and services. Conditions of Purchase, either general or specific, on the buyer's part are only binding if we explicitly accept them in writing in the particular instance.

Our offers are always subject to confirmation. Orders placed with us, as well as possible changes of orders, are binding for the buyer in each instance. Orders placed with us, or changes of orders, become binding for us only when we have confirmed the order in writing.

2. Prices: All prices apply ex works, are quoted exclusive of VAT (value added tax) and packaging, and are day prices, except when a term price was explicitly agreed and set down in writing. For orders without an explicit price arrangement, the price on the day of delivery is applicable.

If the price of the raw materials and auxiliary materials, wages and salaries, transportation charges, or other public charges are changed after the offer has been submitted, we are entitled to make commensurate price increases.

The buyer does not acquire a right to the tools through participating in the cost of the tools. They remain in our ownership. Discounts, rebates and terms of payment with regard to the tools require a special agreement. We are entitled to scrap the tools three years after the last shipment. The party placing the order bears the cost of changes, maintenance, and replacement of the tools.

3. Delivery and Delivery Period: Our delivery is deemed to have taken place with the transfer of the goods to the buyer, shipper, or freight carrier, or after notification of readiness for shipment. Our deliveries are subject to the reservation of timely and correct deliveries by our pre-suppliers.

The delivery obligation commences on the day we accept the order, but not before full clarification of the details of its execution. Should the buyer need to procure documents, information, authorizations or clearances or need to make a prepayment, then the delivery period shall not commence before fulfilment of these requirements.

Obstructions in the execution and supply of an order which cannot be overcome or cannot be overcome in an economically reasonable fashion, (e.g. strikes, disruptions of business operations, lockouts, failure to deliver primary materials in time, traffic disruptions etc.) as well as the consequences thereof, are deemed to be "force majeure" and discharge us from the obligation for delivery without the buyer being entitled claim compensation. We are entitled to make delivery of the order once the obstruction has been removed.

The right to compensation for damages resulting from delay in delivery shall in any case also be excluded if such a delay is the result of damages to the machines or tools used for the production of the material ordered and where there is no intent or gross negligence on our part.

Depending on the type of products, deviations in the weight, quantity, lengths (in metres) etc. of +/-10 in 100 are permissible in regard to the complete delivery or partial delivery, as long as no other arrangement has been made in our respectively applicable technical delivery conditions. The units of quantity calculated by us (in all cases the weight being determined at the factory, but in special cases also production numbers, metre measurements etc.) are definitive for calculating the value of the invoice.

4. Acceptance: Formal acceptance of material supplied by us is only applicable if this is specified in the corresponding materials standards or if this was expressly agreed at the time of placing the order. Acceptance must be made within an appropriate period, however not later than two weeks after the announcement of acceptance readiness, at the expense of the party placing the order. If this does not take place, formal acceptance shall be deemed to have been performed. In this case, we are entitled to send the material or to store it at the expense and risk of the buyer. Any export documents required are to be obtained by the buyer.

5. Packaging: If the vendor considers that packaging is necessary, it will be provided in all instances to the usual commercial standard, at the cost of the buyer.

6a. Freight and insurance: The freight charges and possible insurance costs for the shipment, at the buyer's request, will be debited to the buyer. The execution of special shipping and forwarding instructions given by the buyer takes place at the risk and expense of the buyer. The shipment route and the means of shipment, as well as the shipper and freight carrier, are determined by us.

6b. Transfer of the risk and receipt: The risk transfers to the buyer shall be at the latest with the shipment of the delivery parts, and this also applies when part deliveries are made or the supplier has taken on additional services, e.g. shipping charges or delivery and installation. Delivered articles, even if they exhibit insignificant defects, are to be accepted by the buyer, without prejudice to his rights in accordance with the section "Guarantee". Part deliveries are permitted.

7. Shipment and default of acceptance: Failure to distribute the required forwarding instructions in good time or to collect the goods puts the buyer in default of acceptance. Without taking into account other rights to which we are entitled in such an eventuality (compensation), we may arrange shipment for the buyer at our own discretion. Any extra costs or damages resulting from this are to be borne by the buyer or reimbursed to us by the buyer.

If the buyer does not accept our shipment, where this is made correctly, or the required delivery documents, then our order is fulfilled and the buyer is obliged to make full payment. In this case, we are entitled to store the material at the expense and risk of the buyer.

8. Analyses and measuring tolerances: In all instances, our analyses and analysis methods are definitive. Should their accuracy be questioned, an independent analysis is to be conducted by a body which is to be determined mutually. The buyer shall bear the costs for this. Existing EN (or DIN) standards apply to the agreed specifications, unless something else has been expressly agreed in writing. Otherwise our technical delivery conditions are applicable.

9. Guarantee: The guarantee period begins with the day of the announcement of readiness for dispatch and/or with the day of the delivery and ends after 6 months (with multi-shift operation after 3 months). A written notice of defect is required to lodge a claim for a defect, to be submitted in case of visible defects immediately upon receipt of goods, and in case of hidden defects immediately after their discovery.

When formal acceptance has been agreed, the declaration of defects is no longer available for defects which could have been determined under the scope of the agreed acceptance procedure.

We shall be liable for the parts of the product which come from pre-suppliers only under the guarantee claims available to us in respect of the pre-supplier. A pre-condition for the acknowledgment of a defect is that the product has been used in accordance with its quality criteria.

In cases of products being provided to us for machining purposes, the only check made at the time of delivery is an identification check (for quantity, packaging). Should defects become apparent during processing, the party providing the products/client is obliged to discharge us from responsibility, despite the lack of notification of the defect.

Should a defect be recognised by us, then we reserve the right to decide whether to take the product back at the calculated price, to rectify the defect, or to make a replacement shipment upon return of the product. Claims extending beyond this, and particularly claims for compensation, are excluded. The buyer is not entitled to withdraw from the contract because of defects in the shipment.

10. Force majeure: Events due to force majeure and other circumstances outside our influence occurring to us or to our pre-suppliers entitle us to postpone the delivery period for as long as our operations are impaired or to withdraw partially or completely from the contract, without any obligation to pay damages.

11a. Limitation of liability: If deliveries are made according to designs or other data from the buyer and the rights of a third party have thereby been infringed, in particular patent rights, the buyer is to release us from any claims, including for compensation. Other claims shall be excluded, except in instances of deliberate intent or gross negligence. In case of loss of or damage to the designs and samples provided, liability for chance events and minor negligence is excluded. The buyer has to prove that gross negligence has occurred. We insure ourselves against such eventualities only at the express order and expense of the buyer.

Claims for compensation by the party placing the order, irrespective of the legal basis for these, and particularly from non-permitted action, manufacturer's liability, inaccurate consultation or failure to consult, a positive breach of obligation, default on closure of a contract, or impossibility to perform, are excluded for minor negligence on the part of the supplier.

11b. Supplier's copyright protection: Documents and drawings left with the party placing the order, as well as design services supplied by us, may only be used by the party placing the order for the intended purpose, and may neither be used without our agreement by that party for another purpose, nor made available to a third party. The party placing the order shall be liable for the full extent of the damage and depending on the degree of responsibility for each infringement of this regulation.

12. Withdrawal: If the terms of payment have not been fulfilled or if circumstances become known which call into question the credit-worthiness of the buyer, from the viewpoint of the banks and credit insurers, we are entitled, without consideration of earlier agreements contradicting this, to carry out our remaining shipments and services only against pre-payment or payment of some other security, or to withdraw from the contract and to require compensation because of non-performance.

13. Payment: The invoice amount is to be paid in accordance with the agreed terms of payment. The payment is to be made in the agreed currency, by transfer to one of our bank accounts. Taking up a discount for cash presupposes that no other outstanding payments exist.

Cheques or bills of exchange require special agreement and are only accepted as payment, with interests and bank charges are debited to the buyer. Payments by bill of exchange do not entitle the buyer to a discount for cash. The buyer is not entitled to withhold payments for whatever reason. Compensation against counterclaims requires an explicit agreement.

In the event of default of payment or if we gain knowledge of payment difficulties, we are entitled to demand immediate payment of all open receivables and put a simultaneous stop on further deliveries (loss of delivery dates), to withdraw from all unfulfilled contracts and to retain received pre-payments until another form of compensation has been decided upon or to offset these against our receivables. Irrespective of this, we are entitled to fulfil deliveries still outstanding against pre-payment or payment of a security.

In the case of default, we are entitled to calculate interest at 7% over the EURIBOR rate applicable to each specific case. In case of default, all notification and collection charges are debited to the buyer.

Payments are always credited to the oldest open invoice or receivable. Expenses arising in connection with money transfers or on basis of documentary collections and documentary credits on our deliveries in the buyer country or destination country are debited to the buyer. Prohibitions on cession and all other applicable contract conditions expressed in the client's "General Terms and Conditions of Business and Purchasing" are deemed to be unwritten!

14 Reservation of title: All goods delivered remain our property until all obligations have been met in full (goods subject to reservation of title). In the event of attachment or other claims on the goods by a third party, the buyer is obliged to advise of the reservation of title and to inform us immediately thereof.

In case of actions by the party placing the order contrary to the terms of contract, particularly default of payment, the supplier is entitled to take the goods back and the party placing the order is obliged to surrender them. Taking goods back or attachment only constitutes withdrawal from contract where this is explicitly declared by the supplier in writing.

If the party placing the order processes our goods subject to reservation of title into another product, then we are entitled to proportionate co-ownership rights to the new product.

If the product is sold, then our entitlements hold good for the third party, whereby the buyer is obliged to inform the seller about this and hereby assigns to the seller all entitlements arising for him/her from the sale. At our request, the buyer is obliged to inform the customer of the assignment of claims. If the buyer processes, mixes or combines our product with other products not belonging to us into a new

product, then the buyer transfers us the rights of ownership to the new thing or item in the amount of the value of product that stands in reservation of title, as invoiced.

The buyer shall store the new object or item free of charge to us. However, we are entitled to visit the buyer's warehouse at any time in order to demand surrender of the product in our ownership, against credit of its sale value, and to prevent the sale of the product still subject to reservation of title.

14.a. Reservation of title with regard to deliveries to buyers outside Austria: Notwithstanding item 14, deliveries to buyers outside Austria will only be effected on the basis of the reservation of title described in more detail below. This also applies to all future deliveries even if no explicit reference is made to it.

1. We retain the title in the delivered item up to and until all demands have been paid in full (including all and any claims for payment of current account balance) to which we are/will be entitled vis-à-vis the buyer on whatever legal grounds now or in future. We are entitled to take the sold item back if the buyer acts contrary to contract.

2. The buyer is obliged to treat the sold item with care as long as the title has not yet passed to him/her. The buyer shall in particular be obliged to take out sufficient theft, fire and water damage insurance at his/her expense to cover the replacement value of the item. If maintenance or inspection work needs to be carried out, the buyer shall carry out each of these tasks in due time at his/her expense. As long as the title has not been passed to the buyer, s/he shall inform us immediately in writing if the delivered item is pledged or subject to any other intervention by third parties. If the third party is not able to reimburse the legal expenses and extrajudicial costs of the legal action, the buyer shall be liable for the damage suffered by us.

3. The buyer is entitled to resell the retained goods in the normal course of business. The buyer hereby assigns the claims of the third buyer resulting from the resale of the retained goods to us; these claims shall be to the amount of the final invoice value (including value added tax). This assignment will be valid irrespective of whether the item is resold after processing or without processing. The buyer shall remain entitled to collect the claim even after assignment. Our entitlement to collect the claim ourselves shall not be affected thereby. We will, however, not collect the claim as long as the buyer meets his/her payment obligations from the revenue gained, as long as s/he is not in default, and in particular as long as no application for institution of insolvency proceedings has been made, and as long as payments have not been stopped.

4. Machining and processing or transformation of the sold item by the buyer is always done in our name and on our order. In such a case, the buyer's contingent interest in the object of the sale is extended to the transformed item. If the object of the sale is processed together with other objects that are not our property, we acquire co-ownership in the new object in proportion of the objective value of our object of sale and the other processed objects at the time of processing. The same applies to mixing. If objects are mixed in such a way that the item of the buyer can be considered the main object, it is deemed to be agreed that the buyer transfers the proportionate co-ownership right to us and preserves the item in sole or joint ownership for us. To secure our claims vis-à-vis the buyer, the buyer assigns to us also the claims s/he incurs against a third party by combining the retained goods with a plot of land. We hereby accept this assignment.

5. We agree to release the securities to which we are entitled at the request of the buyer if their value exceeds the claims to be secured by more than 20%.

15. Applicable law, area of jurisdiction: All contractual relations are subject to the Austrian law, with the exception of the provision on the reservation of title under item 14.a of these Conditions for which the applicability of German law is agreed. The place of jurisdiction for disputes arising from the contractual relationship for contractual partners who have offices in countries party to the European convention on jurisdiction (EuGVV) is the locally and materially responsible court where the supplier's head office is located.

16. Invalidity: In the case of the invalidity or unenforceability of one of these provisions, the seller is entitled to replace the invalid provisions with a valid provision whose economic effect corresponds to that of the invalid provision as closely as possible. The legal invalidity of individual provisions of these Terms and Conditions of Business and of the other contractual conditions does not affect the validity of the other terms and conditions.