

Terms of Sales and Delivery, Version: January 2013

All our quotes and deliveries are subject to the following terms:

The Orderer's General Terms and Conditions are herewith expressly objected. The provision of our deliveries and services does not mean that we acknowledge the General Terms and Conditions of the Orderer.

SECTION 1 QUOTES

All quotes and price lists are subject to change unless anything is stated to the contrary.

SECTION 2 PURCHASE ORDERS

Purchase orders shall become valid only after we have confirmed their acceptance in writing. Likewise, agreements and modifications of placed orders made orally or via telephone will only become valid after our written confirmation.

SECTION 3 DELIVERIES

We schedule delivery dates to the best of our knowledge. Postponements of delivery dates do not entitle the Customer to cancel his order or to claim compensation of whatever type, especially due to non-compliance or delay. Unpredictable events and events of force majeure entitle us to revoke the Agreement. Damage compensation will be excluded in such cases. Every partial delivery shall be deemed a special business.

SECTION 4 WEIGHTS AND QUANTITIES

Weight information in quotes and orders are approximate values. Deviations of up to 20% from the ordered value are allowable unless confirmed otherwise in the confirmation of order. The weights or quantities stated in our delivery note shall be authoritative for the invoicing.

SECTION 5 SHIPPING AND TRANSFER OF RISK

Unless stated otherwise in the confirmation of order, prices and the transfer of risk to the Buyer are ex factory. In the event that we confirm FOB delivery, transfer of risk shall be at the place of reception before the carrier's truck is unloaded.

SECTION 6 COMPLAINTS

We shall be made aware of complaints about the weight, the number of units or the condition of the commodity in writing immediately upon its receipt. In a justified complaint, we will replace the damaged commodity free of charge, but reject any claims beyond that (e.g. handling expenses or possible costs resulting from a delay, etc.). In no case shall a complaint of a commodity entitle the Buyer to postpone the payment of the delivery in question.

SECTION 7 RETURN OF COMMODITY

Returned commodity will only be accepted after our approval.

SECTION 8 PRICES AND CONDITIONS OF PAYMENT

In general, our prices are ex factory or warehouse, not packed, duty and taxes unpaid and VAT excluded. All prices stated in our confirmations of order are daily prices. In case of crude metal price fluctuations after issuing the confirmation of order, the daily price stated in the confirmation of order shall remain applicable for the invoicing.

Payment shall be subject to the terms stated in our confirmations of order or invoices. In case of late payment we reserve the right to charge interest rates and possible damage caused by late payment. In addition, we shall have the right to withdraw from incurred delivery commitments and other contractual obligations. If the Buyer fails to comply with the laid down contractual terms or in the event of a deterioration of the Buyer's conditions, we reserve the right to declare all our receivables due without consideration of agreed payment terms and to demand their immediate payment. If the payment is not received in time, we shall have the right to postpone the delivery of other confirmed orders or demand advance payments for them.

SECTION 9 PLACE OF FULFILLMENT

For all rights and obligations, payment included, resulting from the businesses, St. Pölten shall be the place of fulfillment for both parties.

SECTION 10 PLACE OF JURISDICTION

The Trade Court of St. Pölten shall be the place of jurisdiction for both parties.

SECTION 11 SEVERABILITY

These Terms of Sales and Delivery may only be modified or replaced by a special agreement which Buyer and Seller expressly accept in writing. In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this Agreement all of which remain in force.

SECTION 12 RETENTION OF TITLE

Any commodity delivered will remain our property until the purchase price and all incidental claims have been settled. The Buyer agrees that all his payments shall be first accounted to possible damages, to payable interests and ancillary fees and finally to the commodity under retention of title. Checks and bills of exchange shall only be regarded as payment with their cashing.

As long as a retention of title exists, the Buyer shall not be entitled to pledge, assign as security or loaning the object of purchase in any other way. In the event that a third party claims property to a commodity delivered under a retention of title, the Buyer shall immediately inform us thereof (by registered mail). In the event that the Buyer resells the commodity notwithstanding our retention of title, he shall cede the claim from the resale to the amount of our receivables including ancillary fees by payment and we shall accept this cession. If the Buyer is in arrears with his payments, he shall be obliged to deposit the commodity upon our first request to a place we shall determine to secure our property or to send the commodity to an address we shall determine.

SECTION 13 PRODUCT LIABILITY ACT

We comply with all obligations arising from the Austrian Product Liability Act.

SECTION 14 MODIFICATIONS

We reserve the right to technical alterations or price changes in agreement with our customers.