

Terms and Conditions of Sale and Delivery, Last updated in: January 2013

The terms and conditions below shall apply exclusively to all our quotes and deliveries:

General Terms and Conditions of the Ordering Party are herewith expressly objected to. None of the deliveries effected or services provided by us shall constitute an acknowledgement of the Ordering Party's general terms and conditions by us.

SECTION 1 QUOTES

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

SECTION 2 PURCHASE ORDERS

Purchase orders shall be valid only after we have acknowledged acceptance of the same in writing. Likewise, any arrangements regarding or modifications of orders placed with us that are made orally or via telephone shall be valid only after our written acknowledgement.

SECTION 3 DELIVERIES

We schedule delivery dates or periods to the best of our knowledge. Postponements of delivery dates shall not entitle the Buyer to cancel their order or claim damages of any kind whatsoever, including but not limited claims based on default or delay.

Unforeseen events or events of force majeure shall entitle us to rescind the contract. In such cases any claims for damages shall be excluded. Every sub-delivery shall be deemed a separate transaction.

SECTION 4 WEIGHTS AND QUANTITIES

Weight information in quotes or purchase orders are approximate figures only. Deviations of up to 20% from the value of the contract are permitted unless otherwise confirmed in the acknowledgement of order. The weights or quantities stated in our delivery note shall be relevant to invoicing.

SECTION 5 SHIPPING AND PASSING OF RISK

Unless stated otherwise in the acknowledgement of order, prices and passing of the risk to the Buyer apply ex works. In the event that we confirm delivery free domicile, the risk shall pass at the destination before the carrier's HGV is unloaded.

SECTION 6 COMPLAINTS

We must be informed of complaints about the weight, the number of units or the quality of the goods in writing immediately upon receipt. If a complaint is justified, we will replace the damaged commodity free of charge but we reject any claim beyond that (e.g. handling expenses or resulting costs of a delay caused thereby, etc.). In no case shall a complaint about a commodity entitle the Buyer to defer payment for the delivery in dispute.

SECTION 7 RETURNS

Returns will be accepted only after our approval has been obtained.

SECTION 8 PRICES; TERMS OF PAYMENT

In general, our prices are ex works or warehouse, not packed, customs duty and taxes unpaid and VAT excluded. All prices stated in our acknowledgements of order are current prices. In the case that crude metal price fluctuations occur after the acknowledgement of order has been issued by us, the current price stated in the acknowledgement of order shall continue to be applicable for invoicing purposes.

Payment shall be subject to the terms stated in our acknowledgements of order or our invoices. In the case of late payment, we reserve the right to charge interest and damages caused by late payment, if any. In addition, we shall have the right to rescind delivery commitments made by us or other contractual obligations. If the Buyer fails to comply with the agreed terms and conditions or in the event that the Buyer's situation deteriorates we reserve the right to declare all our receivables due without regard to any payment dates or periods that may have been agreed, and to demand their immediate payment. If payment is not received in time, we shall have the right to discontinue delivery of other acknowledged orders or request advance payment for the same.

SECTION 9 PLACE OF PERFORMANCE

For both parties St. Pölten shall be the place of performance for all rights and duties resulting from the transactions, including payment.

SECTION 10 PLACE OF JURISDICTION

For both parties Regional Court St. Pölten shall be the place of jurisdiction.

SECTION 11 SEVERABILITY

These Terms and Conditions of Sale and Delivery may be modified or replaced only by a special agreement which Buyer and Seller expressly accept in writing. In the event that any part of these terms and conditions is invalid the validity of the remaining terms and conditions shall not be affected.

SECTION 12 RETENTION OF TITLE

We shall retain title to all commodities delivered by us until the purchase price and all incidental claims have been settled. The Buyer agrees that all of their payments shall first be credited to damages, if any, then to interest payable and other ancillary charges and only then to the commodity title to which has been retained. Checks and bills of exchange shall only be regarded as payment once they have been cashed in.

For as long as title to a commodity is retained, the Buyer shall not be permitted to dispose of, pledge, assign by way of security, or assign the object of the purchase in any other way. In the event that a third party should claim title to a commodity delivered and title to which has been retained, the Buyer shall immediately inform us thereof (by registered mail). In the event that the Buyer resells the commodity notwithstanding our retention of title, they shall assign to us, on account of payment, the account receivable from the resale in the amount of our receivables outstanding, including ancillary charges, and we shall accept such assignment. If the Buyer is late in paying, they shall be required, upon our first demand, to deposit the commodity in a place to be defined by us to protect our title to the same, or to send the commodity to an address to be defined by us.

SECTION 13 THE PRODUCT LIABILITY ACT

We shall fulfil all obligations imposed on us by the Austrian Product Liability Act [*Produkthaftungsgesetz/PHG*].

SECTION 14 CHANGES

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