

## Terms and Conditions of Purchase (TCP)

### 1. Scope of application

These TCP apply to all orders of O.ST. Feinguss GmbH (O.ST.). In any case these TCP shall be deemed accepted if an order is executed. A buyer's conditions of sale which differ from these TCP shall apply only if confirmed in writing by O.ST. (in house, by mail or facsimile) prior to execution of an order..

### 2. Order

Orders which exceed a limit of € 100,-- are binding only if issued on O.ST. order forms and if duly signed. The same applies to the change of an order.

Deliveries which exceed the volume of an order (except for an exceeding to customary trade practice) as well as deliveries and performances which are not subject matter of a contract must be ordered in writing (in presence, my mail or facsimile) before rendered.

The assignment of an order to a third party, be it in part or entirely, requires the prior explicit approval of O.ST..

### 3. Confirmation of the order (CO)

A CO attached to the order shall be returned to O.ST.. O.ST. will hold the offer open for a period of 2 weeks from posting the order or its transmission via facsimile. If the CO form is not returned or not returned timely or if form or terms of the order are changed, O.ST. reserves to revoke the order within 8 days from receipt of the CO.

### 4. Prices

Prices agreed are fixed prices.  
Follow-up orders must be calculated demonstrably on basis of fee schedules, labor costs, costs of raw material and other conditions to the main order.

### 5. Time for performance, penalty

As with all orders of O.ST. the goods must be received or accepted timely on the agreed day for delivery at the agreed place of performance at the latest. If the seller must recognize that he will fail to deliver or perform timely he must advise so O.ST. immediately stating cause and the foreseeable duration of the delay.

If the seller comes in default a no-fault penalty becomes due for O.ST. amounting to 0,5 percent of the aggregate order volume per each week that commenced during the delay up to an aggregate amount of 10 percent of the order volume, such penalty being payable by set-off against the purchase price under the order without proof of actual damages. O.ST. reserves the right to cancel the contract and to claim for damages exceeding the penalty.

### 6. Shipping, delivery, transfer of risk

Seller must wrap the goods properly and deliver and place them at the disposal of O.ST. at the place of delivery at seller's risk and costs. Installment deliveries must be mutually agreed. All deliveries must be accompanied with a copy of the bill of delivery indicating the O.ST. order number. Cash on deliveries are not accepted.

Any costs and damages which result from a disregard of delivery regulations shall be borne by the seller. If delivery regulations are missing, those means of transportation and shipment shall be chosen which are most cost saving for O.ST. taking into consideration the time of performance.

When dealing with intra-community deliveries seller will provide the buyer with the data required for single market statistics (Intrastat) purposes, including indication of the 8-digit goods identification- or customs tariff code, net weight and country of origin for each item named in the invoice respectively.

In case of duty-unpaid goods two copies of the invoice and corresponding customs documents must be furnished with the shipping documents, including certificates of origin, movement certificates, and the like.

If the buyer is charged with additional import duties or fees due to documents missing or defectively issued the buyer may set-off this charge against the price for the order or charge the seller subsequently. If this causes a delay in placing the goods at buyer's disposal, the seller shall be liable according to Para. 5. TCP. If hazardous goods are delivered, the seller must strictly abide by legal restrictions as to exportation and labeling of packages. When the buyer orders "hazardous working material" the first time, the seller shall also furnish safety data sheets.

### 7. Correspondence

Any correspondence that refers to the order, as for instance letters, bills of delivery, dispatch notes, invoices, bills of lading, and the like, shall indicate the order number of O.ST..

### 8. Invoices, assignment

Invoices must be addressed to O.ST. in one copy showing the order number of O.ST., the number of the bill of shipment and the delivery date. Copies of an invoice shall be marked as copy.

Each order shall be billed separately, invoices for parts of a delivery must be marked accordingly. Several orders to one supplier shall be billed by a collective invoice.

Documents accounting for deliveries and performances shall be counter-receipts and time sheets confirmed by duly authorized representatives of O.ST. to be attached to the invoices.

An invoice shall become due subject to delivery if it meets all formal requirements of the Sales Tax Code 1994 and stated in the order including these TCP. Invoices which are not appropriate are deemed not rendered and will be returned.

Assignments require the prior consent of O.ST. in writing.

Seller is obliged to notify O.ST. immediately in writing if a change of corporate law matters or a change of the bank account occurs.

### 9. Payment

Invoices are settled by O.ST. following perfect delivery and/or performance and receipt of invoice by O.ST. without discount within 30 days or with a discount of 2 % if paid within 10 days. All payments by O.ST. shall be effected only to a bank account with a domestic or European bank named by the seller.

The buyer reserves the right to set off counterclaims against seller's claims.

### 10. Acceptance, complaint, warranty, damages, IP rights

Acceptance and inspection of goods with regard to quantity and possible evident defects shall be done in due course following receipt of the goods. If parts of the delivery do not conform to the contract or characteristics customary in trade, the entire delivery may be rejected. A confirmation of receipt shall not constitute final acceptance of the delivered goods. If a defect is recognized, the seller should be notified as soon as possible. The seller waives the right to have complaints raised by O.ST. immediately.

The statute of limitations is two years from the transfer of risk, in case of defects which are not evident from the time of detection.

Agreements to exclude or limit the liability for damages do not exist. The seller is liable for negligence of his suppliers.

The agreed purchase price includes a consideration for the purchase of IP rights, including but not limited to patents, to the extent that the acquisition of such rights is required for buyer to use freely, to renew, in parts or entirely, and to resell the subject matter of seller's performance. To the extent that licenses are required, seller must procure them and transfer to buyer.

If IP rights of third parties are infringed with regard to the performance ordered, the seller will indemnify and hold harmless O.ST..

### 11. Documents related to the order

Drawings, designs, blueprints, models and other tools left to the seller remain the property of the buyer and may not be used otherwise. They must be returned to the buyer after performance of the order without prior request.

Documents of technical or commercial nature which are attached to an order form an integrated part of this order.

### 12. Confidentiality, data protection

The seller will keep the information it has learned as well as work products related to the order confidential and will oblige its employees accordingly. The same applies to personal data relating to the buyer or third parties. The seller shall insulate such information, results and data from access of third parties.

To the extent required to perform under the order, the buyer agrees that data information from this transaction may be disclosed to third parties. This consent becomes effective with confirmation of the order and will stay in effect until the order has been fully performed. The seller herewith agrees that data information from this transaction may be disclosed to business entities affiliated with the buyer.

### 13. Right to rescind/Notice

If the financial standing of one party deteriorates to an extent which puts regular performance of the contractual obligations at a substantial risk, the other party may rescind the contract or give notice to cancel that part of the contract which is not performed then.

### 14. Place of performance, jurisdiction

The place of performance for the delivery and/or performance is the agreed place of destination or performance. Absent an agreement this is Austria-8600 Bruck/Mur. If the seller is domiciled in a foreign country, this choice of forum shall be binding only if at the time of the controversy a treaty exists between Austria and the foreign country of the seller according to which Austrian judgments resolving the dispute will be acknowledged and enforceable in the other country.

Austrian law shall govern with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute shall be submitted to the exclusive jurisdiction of the competent commercial court in Vienna.