

GENERAL TERMS AND CONDITIONS OF BUSINESS OF TRUMER Schutzbauten GmbH

1. Validity

The Terms and Conditions as set out below apply to all our offers, deliveries and services, contracts concluded and sales made. Our Terms and Conditions are either expressly acknowledged or acknowledged by implication through the placing of orders or acceptance of offers by the ordering party. Contradicting, deviating or supplementary Terms and Conditions or additional agreements of the ordering party require our express written confirmation in order to have validity and shall then only be applicable for the relevant individual business transaction and are otherwise in no way binding for us, even in cases where we have not expressly contradicted their contents. Any further business relationships, also including orally issued follow-up orders and concluded contracts shall be considered as having been given under these conditions

2. Prices

If no other agreements have been made, our prices shall be in euros, ex-works, untaxed, for deliveries abroad ex-works, without customs duties, untaxed, and in all cases without inclusion of packaging, insurance, duties or other additional costs.

3. Offer and conclusion of contract

Our offers are non-binding. A contract shall only come into effect after the written order confirmation has been issued, or when Trumer Schutzbauten GmbH has dispatched a delivery to the ordering party, or when Trumer Schutzbauten GmbH has actually begun to provide the service. Any and all amendments and supplements are only valid if they have been confirmed by us in writing.

4. Regulations in the country of destination

The ordering party must notify Trumer Schutzbauten GmbH, at the latest when placing the order, of any regulations and standards that must be adhered to in the country of destination by Trumer Schutzbauten GmbH.

5. Terms of Payment

5.1. Payment must be made within 30 days net from the date of invoice or by special agreement and following our written confirmation to our bank account as made known to the ordering party without deductions or bank charges. A discount can only be granted when this is expressly agreed in writing.

5.2. With orders over EUR 50,000 excluding VAT, an advance payment of 30% of the total order value is due within 14 days on receipt of our order confirmation. The remainder is to be paid within 30 days of the invoice date. Any other agreements must be confirmed in writing to be valid

5.3. If circumstances become known after the contract has been concluded, which suggest that the claim for payment may be endangered, we shall have the right to demand payment in advance or a guarantee of the full contract amount, or to withdraw from the contract.

5.4. In the event of a default in payment, default interest in accordance with the Austrian Commercial Enterprise Code (UGB) shall be demanded (which is presently 8 % p.a. above the base interest rate), insofar as higher interest is not permissible under law, plus all dunning and collection costs as also the costs of lawyers involved in these proceedings, without the requirement for a reminder. Furthermore we shall be entitled to reclaim the delivered object without a waiver of claims until full payment has been made or to withdraw from the contract. In such cases all the costs involved shall be borne by the ordering party, whereby, in addition to a reasonable payment for use, the ordering party has to pay all reductions in value and all damage to the object, thus also compensation for our loss of profits.

5.5. Bills of exchange and cheques shall only be accepted as payment for collection, we shall however, not be liable if the presentation or the filing of protests is not in time. On acceptance of bills of exchange for payment purposes we shall charge discount charges and acceptance is made only subject to our right to payment in cash at any time against return of the bill of exchange.

5.6. In the event of suspension of payment, composition or bankruptcy proceedings or rejection of such application regarding the ordering party, the full purchase price shall be due immediately.

5.7. A right of retention by the ordering party or the offsetting of claims against counterclaims by the ordering party shall be excluded. Claims of the ordering party arising out of this contract may only be assigned with our permission.

6. Delivery period

6.1. The delivery period starts with the date of the order confirmation. The delivery is considered met when the goods are available for collection at the Trumer Schutzbauten GmbH works, or have been handed over to a transport company up until the expiry deadline of the delivery period.

6.2. Maintenance of the delivery period is subject to the fulfillment of the contractual obligations on the part of the ordering party. If the ordering party has to supply accessories, the delivery deadline commences on the day when the accessories are received. If subsequent changes are desired, the delivery period shall be extended accordingly. If a prepayment has been agreed, the delivery period shall begin on the day when the prepayment is received.

6.3. All events and circumstances beyond our control that affect fulfillment of the contract shall be considered force majeure. These events shall include in particular: war, strikes, energy or raw materials shortages, operational interruptions, and limitations to the deliveries of finished materials affecting us or our suppliers. These circumstances shall give us the right to deliver at a later date, to cancel delivery altogether or to limit it and shall not justify claims of any kind on the part of the ordering party.

6.4. In the event of Trumer Schutzbauten GmbH exceeding its agreed delivery period by more than 12 weeks, the ordering party shall have the right, on the setting of a 4-week period of grace, to withdraw from the contract, but with the exclusion, however, of any liability claims.

6.5. We reserve the right to make structural design or format changes during the delivery period provided the changes are not fundamental.

7. Dispatch

Dispatch shall be at the cost and risk of the ordering party. The risk shall pass over to the ordering party upon transfer of the goods to the carrier or shipper, but at the latest upon leaving our works or storage. Should the dispatch be delayed for reasons outside our control, then the risk shall transfer to the ordering party on the day when the goods are ready for dispatch. We shall choose the packaging and dispatch types, when the ordering party has not provided written instructions to the contrary these shall be unbinding to the industry standard and suitable to the product. Partial shipments shall be permissible, whereby the invoice amount incurred shall be due to our Terms and Conditions of Payment. Goods dispatched are only insured for damages during transportation or loss if so requested in writing by the ordering party in his/her name and at his/her expense. We will assume no responsibility for performance of the insurance.

8. Warranty and liability for defects

8.1. Products of Trumer Schutzbauten GmbH are produced individually to order. A return or exchange of the goods is thus not possible. Trumer Schutzbauten GmbH warrants that the material used is compliant with the contractual agreement the same also applies for the purposeful construction and the impeccable implementation. Any further assurance in regard to quality for the purposeful construction and the impeccable implementation of the purchased object shall only be valid when this is provided by us in writing. Assurances made by our staff, employees and representatives are not binding.

8.2. Trumer Schutzbauten GmbH shall only be responsible in regard to defects in goods delivered, when these are reported by the ordering party in writing within 5 working days of the receipt of the goods. The application of § 924 ABGB (Austrian Civil Code - assumption rule) is excluded. Trumer Schutzbauten GmbH has the right to choose between improvement (subsequent improving work or subsequent adding of whatever may be lacking), replacement, reduction of the purchase price and/or conversion. The ordering party shall not have the right to demand a price reduction or conversion if Trumer Schutzbauten GmbH is prepared to carry out improvement work (subsequent improving work or subsequent adding of whatever may be lacking) or to replace the goods. Improvement work on defects is only to be carried out by Trumer Schutzbauten GmbH or persons commissioned by it, with the loss of the right to claims in all other cases.

Trumer Schutzbauten GmbH shall only be liable for material defects insofar as these defects should have been recognized by the due diligence of an expert, but this, however, only within the scope of the warranty terms of its suppliers. The liability of Trumer Schutzbauten GmbH shall in all cases only extend to the rectification of defects for which it is responsible and shall rule out any claims extending beyond this. Trumer Schutzbauten GmbH shall not be liable to either the ordering party or the Purchaser for damages in respect to personal injury, damage to property, which is not the object of the contract, or for any other damage or loss of profits, insofar as the circumstances of the individual case do not demonstrate that Trumer Schutzbauten GmbH had acted with intent

8.3. The warranty period is 12 months from the date of the invoice. There shall be no extension of the warranty period if defective products are replaced.

8.4. The Purchaser shall waive the right to make any form of claim for damages, except in the case of serious negligence. Claims for damages compensation, for damages not caused to the delivery item itself, or any other damages claims such as e.g. in the case of production stoppages, loss of use, loss of orders, loss of profits, or other claims for indirect or consequential damages, shall be excluded

9. Retention of Title

The delivered goods shall remain the property of the seller until final payment of all invoices and any future claims that may arise. On payment by cheque or bill of exchange, the payment shall only be considered to have been made on the cash settlement of these. The purchaser shall be entitled to sell the goods under consideration of the following conditions:

a) The purchaser's authority to sell goods subject to retention of title goods subject within the course of orderly business practices ends without prejudice to the seller's right of revocation, which can be exercised any time, if the purchaser stops payments, is late in making payments or if a petition for the institution of composition or insolvency proceedings over his assets has been filed to avoid bankruptcy;

b) The retention of title also applies to new goods which result from processing. With the mixing or combination of the goods subject to reservation with other goods, the seller acquires co-ownership pro rata to that part of the processed products representing the invoiced value of his retained goods.

c) Pledging and assignment as security of goods subject to reservation or assigned claims to the benefit of third parties is not permissible. In the case of pledging, seizure or other disposition taken by third parties, the ordering party shall notify us without delay and provide us with every possible help in asserting our rights

d) If the value of the securities provided to us for our retention of title rights exceeds our claims by more than 10%, then the seller shall release fully paid deliveries at her/his choice.

The buyer's claims arising from a further sale of the goods subject to retention of title shall be assigned to Trumer Schutzbauten GmbH already now, irrespective of where the goods are stored, or whether these have been further processed, mixed with other goods or sold onwards to third parties. The ordering party must neither assign these claims as a security nor as a settlement to third parties. The ordering party shall only be entitled to collect claims against his customers insofar as s/he has met all our payment claims. In the event of default of payment the ordering party undertakes the obligation to provide us with the name and address of his customers and amount of claims resulting from resale, and shall also inform relevant customers of the assignment of claims in writing. The assignment must be entered in the books, in particular in the OP list and must be made visible for the purchasing third party on delivery notes invoices, etc.

10. Right of recourse of Trumer Schutzbauten GmbH

Should the circumstance arise that as a result of actions or failure to act of the ordering party or persons commissioned by her/him, personal injury occurs or the property of third persons is damaged, the ordering party is under obligation to hold Trumer Schutzbauten GmbH harmless from and against any claims or other obligation or liability relating to this. Irrespective of this Trumer Schutzbauten GmbH has a right of recourse against the ordering party.

11. Assemblies

All assembly work must be in accordance with the assembly instructions provided by Trumer Schutzbauten GmbH. The liability of Trumer Schutzbauten GmbH extends in such cases exclusively to those parts delivered by Trumer Schutzbauten GmbH and to the work it has carried out.

12. Court of jurisdiction, place of fulfillment and applicable law

The exclusive court of jurisdiction for all disputes arising from legal transactions of Trumer Schutzbauten GmbH and its business partner is the responsible court in the Provincial Capital of Salzburg. Our company headquarters shall be the place of fulfillment for deliveries and services and also for payments. This contract shall be governed exclusively by material Austrian law, to the exclusion of the rules of international private law and the UN Convention on Contracts for the International Sale of Goods.

13. Arbitration clause

As an alternative to the Austrian court agreed in item 12., Trumer Schutzbauten GmbH may resort to ICC arbitration. Subsequently, all disputes resulting from or in connection with deliveries, services and contract conclusions of Trumer Schutzbauten GmbH will be decided definitely in accordance with the arbitration rules of the International Chamber of Commerce by one or more arbitrators nominated according to such rules pursuant to Austrian national law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of arbitration shall be Vienna, the language of negotiation shall be German.

14. Severability clause

Should a clause of these General Terms and Conditions be invalid, the other Terms and Conditions shall not be rendered invalid. An ineffective clause shall be replaced by a clause which approaches closest to the business intention of the contractual parties, had they known that this clause was invalid.

15.

These Terms and Conditions represent an English translation. In case of differences in interpretation and/or differences from the German version, the German version shall be applicable.