

1. Conditions of the contract, rights to be applied

- a For the contracts our written confirmation of an order and these general terms of delivery are authoritative without exception. Other conditions or verbal agreements need our special written recognition.
- b For all legal relations with us the right of the Republic of Austria is applied as well as the application of the arrangement of the United Nations about contracts of the international goods purchase from the 11.04.1980 is excluded.

2. Price, payment, security

- a The offers called by us are not-binding. Everything concerning our deliveries and realization of applying taxes in the receipt land and other deliveries is to be liability of the customer.
By an essential change of our treatment costs we can carry out an adequate price adaptation.
- b Payment is to be performed promptly as net cash. We grant discount payment only after an arrangement. The Payment and discount payment terms run from calculation date. As far as deliveries abroad are concerned the payment runs from handing over of the product; for the observance of the terms of the day of the payment entrance is authoritative.
Non-cash payments are accepted half-paid. The customer carries costs and expenses up to completion of the calculation, excluding discount arrangements. We accept any changes only on the account of special arrangement. We can determine which of our conditions of detailed payments can be settled.
- c We are entitled to cede our demands for the purposes of the financing in banks.
- d When the due payment exceeds the payment date entitled to calculate interests on arrears at the rate of 8% p.a. about the in each case valid EURIBOR interest rate.
- e Compensation and retention are only allowed, if the counterclaim of the customer is ascertained legally or is indisputable.
- f We can refuse the following: where the realisation of the contract was threatened by the lack of efficiency of the customer which is also comes to a cancellation of the overdraft limit, we revoke goods loan insurance and refuse realization of an order, in addition, we put away all money for payment purposes as well as we ask advanced payment as a security.
Besides, we have the right to the resignation of the contract. In case the customers are default, we are entitled to take back the product and to enter for this the company of the customer. In addition, we can prohibit the wide disposal, subsequent treatment and road creation of the delivered product.

3. Metal shops

Fixed prices of metal cannot be changed afterwards and occur only till 11:30 o'clock of the fixation day. The fixed prices of metal are applied as a rule on known stock market course LME with a defined surcharge. Should the metal prices be beaten during the following stock market day for copper, tin, nickel and zinc or there is an increase, they are counted according to the Internet website www.enz-caro.at where the fixed pricing rules are published

4. Re-writing shops

The metal cover for re-writing orders must be given at the latest 6 weeks before the delivery appointment on the metal account.

5. Danger, delivery, commercial clauses, public norms

- a Every danger that occurs - also with freight-free sending and with self-collection - in the abandonment of our dispatch place by the customer.
- b Delayed collection from our dispatch place which was caused by the customer the danger crossing with announcement of the dispatch readiness occurs.
- c The customer cannot reject part deliveries or pre-deliveries. When sending the goods we determine forwarding agent, carrier and dispatch way.
- d For all commercial clauses the INCOTERMS 2000 are applied.
- e The public national or international norms are applicable in the text of an order, if they are different in each case apply valid issue of the norm.

6. Delivery date, impediment of delivery, delay

- a Terms of delivery and dates of delivery always are stated only the approximate delivery date ex works or camp and refer only to realizations in writing confirmed by us or terms.
- b Our obligation of delivery is under the reservation of timely and right self-supply, unless not timely or late supply is to be blamed by us.
- c In case of delayed delivery by higher power/force majeure, a lengthening of the delivery time adequate to the circumstances is granted. This regulation counts equally whether the reason for the delay before the agreed term of delivery or at a time at which the affected contracting partner is in delay. When the following occur: the higher power operational disturbance, manufacture failure, procurement trouble, labour dispute and other circumstances, the delivery is crucial for us.
- d In any case we fall behind, only, if we do not carry out an order after deadline which was specified, we send to the customer a written reminder stating the reasons represented by us. Furthermore, there is a condition that the customer is not even with an obligation in the business connection for the delay.
- e If our delay was caused by minor carelessness, if our damage liability sentence is excluded, unless it concerns damages to life, body and health. We limit auxiliary measures of our liability for the delay in case of light carelessness to the typically predictable damage.

7. Weight, number of pieces, mass, state, alloy, divergences

- a A divergence in weight, number of pieces or specification of the delivered product according to our information in light of delivery and calculation is to be proved by the customer.
- b According to kind of the product makes there are permitted higher or shorter divergences on the agreed weights or the number of pieces up to 10%. The tolerance in each case is within agreed norm, otherwise the customary allowed divergences counts for the prescribed values. References to norms, material sheets, work test certificates do not provide any guarantee for the state of the product.

8. Retention of title

- a The product remains our property up to final fulfilment of all present and future claims from the business connection with the customer.
- b We count as a manufacturer by the processing of our goods by the customer, without obligations originate to us out of this, and we acquire property in the newly originating goods. If the processing occurs together with other materials, we acquire joint ownership comparatively of the calculation value of our goods to that of the other materials.
If this is to be looked as a central issue in case of the connection or mixing of our goods with a material provided by the buyer, the joint ownership goes over of the product in the relation of the calculation value of our goods to the calculation or - in the absence of such - to the market value of the central issue for us. The customer counts in these cases as a keeper.
- c The customer resigns from all demands from the sales of the goods in which property rights are entitled to us by now in the circumference of our proprietary interest in the sold goods protected by us.

- d The customer is entitled to dispose of our property of standing goods in the well-arranged commercial way and to draw the resigned demands, as long as he follows his obligations from the business connection with us on time - in particular he/she keeps the payment terms - and a danger of our retention of title rights seems impossible.
Otherwise we are entitled to require the temporary publication of the goods standing in our property also without exercise of the resignation and without extension settlement, at the expenses of the customer. At our desire the customer has to grant us the admission for the stock-taking and appropriation of our goods. In addition, we are entitled to the cancellation of the right of the demand move.
- e At our desire the customer has to give us all necessary information about the continuance of the goods standing in our property and about the protruding demands resigned to us as well as to inform his buyers of the cession.
- f If the value of the securities exceeds our demands about more than 20%, in this respect we will release on request of the customer securities of our choice.

9. Guarantee

- a The product is to be examined immediately. Material defects, wrong deliveries and shortfalls are, as far as these are noticeable by reasonable investigations are to be registered immediately in writing. If a lack is not recognisable during the first investigation and appears later, the customer is prompt - under immediate setting of any treatment or processing - to register it in writing after the discovery.
- b Providing that the customer omits the timely announcement, the product counts in view of the lack of such announcement as approved. It accounts the same for us, if the customer does not allow a proper check of the lack immediately at our desire. If the customer works on or processes the product, we may assume from the fact that the product is suited for the use of the customer.
- c In addition, with considerable material faults and legal faults we are entitled to the legal regulations as follows: We are entitled to amend twice. What effects from the kind of the product or the lack or the other circumstances that the finishing touches still fail and this are not to be expected on the side of contracting partner, we are entitled to other finishing touches. If the finishing touches have missed, the contracting partner is entitled, to diminish or to withdraw after his choice from the contract.
- d Fault removal within the scope of the guarantee does not extend the original guarantee term.
- e The customer can derive no rights concerning the remaining part deliveries defective part deliveries.

10. Technical consultation, guarantee

- a We give technical consultation according to the best knowledge and skill. Nevertheless, it is non-binding and does not release the customer from his/ her own check and attempts. The customer is responsible for the adherence to legal and official regulations of the use of our goods.
- b Information about scope of supply, mass, weights, materials, appearance and achievements and the name of the object of delivery and is not mentioned in production guarantee.
A guarantee takeover must occur for its validity expressly and in writing. If the product at the time of the danger crossing lacks guaranteed quality, we will remove free of charge the lack or freight-free of original receiver station substitute after choice of the customer deliver against return of the defective product weight against weight or the product under restitution already to performed payment take back.
If the product lacks a feature guaranteed so much in the time of the danger transition, we will remove free of charge the lack after choice of the customer or supply with a substitute freight paid original - receiver station or return the unsatisfactory weight of the product or refund of payment already made.

11. General liability limitation

- a If our obligation to the compensation is based on the only easily negligent injury of essential contractual duties, we limit our damage-substitute liability that one our legal representatives or fulfillment assistants on the contract will see typical foreseeable damage, unless they are damages to life, body or health.
- b If our obligation to the compensation is based on the only easily negligent injury of not essential side duties, we exclude our liability, that one of our legal representatives or fulfillment assistants will see, unless it is damages to life, body or health.
- c In all other cases our liability limits to damage substitute on account of careless duty injury in legal argument position, which becomes our liability to provide damage substitute for the typical damage stated in the contract and predictable by us.
- d We alternatively exclude our compensation liability, ours law representative or fulfillment assistants, as far as a slight negligent injury of a contractual duty is a burden for us, after that one type and in its consequence health or body is not injured, unless it is damages to lives and endanger the contract purpose.
- e On claims according to the product liability law find the preceding regulations of no application.
- f If we are taken up on compensation from producer's liability according to § 1295 ABGB, we limit locked contract and thing typically out of our liability about the prominent regulations. As far as the insurance enters not or not completely, our liability remains untouched, limited on the amount of the sum insured. If the sum insured is not completed harm, contract and thing typically, we limit our liability on the harm, contract and/or thing typical damage amount in these cases.
- g The customer is obliged to act immediately after discovery of a lack towards the fact that other damages are absolutely avoided. With the lack announcement the customer has to number the damage amount expected from him. Immediately after entry of the circumstances which can influence the height of the damage the customer will inform out us in writing about it. If the customer omits this procedure, we are not obliged to refund property damages after this amount.

12. Limitation

All guarantees and claims for compensation just for which legal justification fall under the statute of limitation of the agreement of a longer guarantee period will expire within 6 months from the delivery or performance.

13. Protective rights of third parties, rights to tools

- a If on deliveries protective rights of third parties are hurt after drawings of or other information from the customer, the customer exempts us of all claims.
- b The customer does not purchase any rights by a complete or partial compensation of tool costs at the tools himself.

14. Place of performance, place of jurisdiction

- a Place of performance for all liabilities from the contract is Amstetten.
- b The customer is a full merchant, the place of jurisdiction is the court St. Pölten.