

Transaction terms

I) General part:

- a) Deliveries shall be made exclusively on the basis of the terms listed below. Additions, amendments and supplementary agreements require written approval from Far Freight Speditons und Handelsges.m.b.H., hereinafter referred to as "the Supplier."

II) Prices:

- a) Offers by the Supplier shall always be non-binding; all prices stated in offers shall be non-binding until the moment at which a transaction is formalized.

III) Delivery:

- a) Time frames stated by the Supplier shall be non-binding.
- b) Deliveries shall be made from a depot or warehouse in Vienna or another agreed location. Each delivery shall be made exclusively at the expense and risk of the Purchaser (FOR/FOT).
- c) Goods shall be sold by the Supplier as either inspected or could have been inspected.

IV) Payment terms:

- a) Payment without overhead charges shall be made exclusively to a bank account of the Supplier with full discharge of debtor.
- b) Payment shall be effected upon delivery, but no later than several days after receipt of a bill.
- c) In the event of delay in payment, the Purchaser shall pay a penalty in the amount of 14% per annum.
- d) In the event of delay in payment on the part of the Purchaser, the Supplier shall have the right to demand immediate payment in full. The Supplier shall retain such right also in the event that, after conclusion of a contract, circumstances become known to it which provide unfavorable evidence respecting the solvency or the economic condition of the Purchaser.
- e) In the event that the Purchaser, in spite of being allowed an additional period of eight days, shall fail to perform its obligations with respect to payment under subpoint d) hereof, the Supplier shall have the right to repossess the object of the purchase-and-sale transaction, which is its property on the basis of the retention of property rights limitation clause, without in any way whatsoever affecting its remaining rights, and such actions by the Supplier shall not be equated to unilateral abrogation of the entire contract in whole or in any part thereof.
- f) In the event of unilateral abrogation of the contract by the Supplier under subpoint e), the Purchaser shall be obligated to pay to the Supplier compensation in the amount of 30% of the price of those deliveries which occasioned the abrogation of the contract.

V) Retention of property rights limitation clause:

- a) The object of purchase-and-sale shall remain the property of the Supplier until it has been paid for in full.
- b) The Purchaser shall be obligated to respect the limitation clause governing the retention of property rights by the Supplier of the object of purchase-and-sale.

VI) Warranty:

- a) The Supplier warrants that the object of purchase-and-sale is free from defect at the appropriate technical level.
- b) The present warranty is limited to replacement free-of-charge of defective parts and components, wherein the Purchaser shall bear costs connected with dismantling and installation, and related travel and transport costs.
- c) There shall be no right to cancellation by reason of discovery of flaws in the legal transaction and there shall be no right to price reduction.
- d) The Supplier shall extend its warranty exclusively to Purchasers which fulfill their payment obligations.
- e) Upon utilization by the Purchaser of warranty services the warranty period shall not be interrupted and shall not be stopped, nor shall said condition serve as basis for the commencement of a new warranty period.

VII) Damages:

- a) The Supplier shall bear responsibility for damages within the framework of responsibility for goods as provided by law.
- b) Moreover, the Supplier shall be responsible to the Purchaser only for those damages arising by the Supplier's fault and limited to damages arising as a result of demonstrable gross negligence or intent on the part of the Supplier or on the part of its assistants.
- c) All other claims on the part of the Purchaser for compensation of damages, in particular for indirect losses, are excluded.

VIII) Jurisdiction:

- a) The place of fulfilment and jurisdiction for all business-related mutual claims shall be Vienna.
- b) The contractual relations shall be defined by the standards of the laws of the Republic of Austria.