

GENERAL CONDITIONS OF SALE AND DELIVERY

1. Application:

All our business transactions are based on our General Conditions of Sale and Delivery. The general conditions of our customers are regarded as not being added and do not commit us even if we do not expressly contradict them. Our business conditions also apply to all future legal transactions with us.

2. Communication

Our business partners are obliged to treat any correspondence with us with special diligence. Particularly, all current "best practices" ensuring a secure exchange of information, integrity of any message content and the reliable identification of sender and receiver must be strictly followed and have to be implemented (especially: scrutiny of e-mail-headers and signatures). Our business partners are fully liable for the safety and security of all information exchanged with us and have to fully indemnify us for any damage arising out of or in connection with any unauthorized access to and/or abuse of their internal or external IT-infrastructure or any other breach of their obligations out of this section.

3. Offers:

Our offers are subject to alteration. Orders placed with us only become binding with our written confirmation, the conclusion of a written purchase contract or by actual execution. The customer remains bound by his orders until the expiry of an appropriate additional period of time for confirmation of orders which is set by him in writing. This also applies if an offer preceded the order. Contract withdrawals from contracts which were made bindingly require our written consent. In this event, the customer is liable for the damages which arise to us and at least 20 % of the value of the order.

4. Quality:

Normal commercial quality is agreed as the delivery quality.

Our samples are always non-binding representative samples. Our quality and analysis details are to be regarded as only approximate - also as regards the highest and lowest limits. We give no guarantee on the delivery being absolutely true to the sample.

5. Prices:

All prices are understood to be ex-works including packaging and without transport. If freight, customs duties or other charges are expressly included in the sales price, then any increases in these additional costs which occur after conclusion of the deal - and also any new charges - are to be borne by the purchaser. If there is a liability to sales tax, the price is increased by the sales tax which is to be paid by the purchaser.

If the setting of the price is based on what can be proved to have been a considerable error in calculation which occurred on our part, we are entitled to withdraw from the contract without consequential damages. The purchaser can avoid these by his immediate readiness to pay that price which results when the error which occurred is omitted.

6. Delivery:

Quoted delivery periods are only approximate. We accept no liability for keeping to these. Fixed periods must be expressly agreed as such. Working-day statements alone are not sufficient for this. If the agreed quantities are not called forward and accepted by the customer according to schedule, we are entitled to withdraw from the contract, to request compensation and to demand back - for the quantity which has already been delivered - the price improvements which were granted on the total agreed quantity. In the event of considerable exceeding of the delivery period, before - where applicable - making a declaration of withdrawal, the customer has to set beforehand an appropriate extension period of at least one month, in writing and with threat of withdrawal.

7. Passage of Risk:

The risk for loss and damage as well as the bearing of costs for freight, tax and customs or other charges is regulated by the agreed upon Incoterms. Lacking such agreement the risk for loss and damage passes to the customer on transfer of the consignment to the carrier and thus, at the latest, with the start of loading. At this point in time, our services are regarded as completed and the goods as having passed into the risk of the purchaser. All damage and losses which occur after the passing of ownership are the exclusive concern of the purchaser, and also if they arise due to the faults of third parties, official measures or acts of God. When despatching, we are entitled - but not obliged - to take out insurance cover. The costs of this are to be borne by the purchaser. In case the seller provides free of charge support at loading the purchaser acknowledges to indemnify the seller from any claims and liabilities resulting herewith.

8. Payment:

Our invoices are due immediately at the time of the provision of services, except when otherwise stipulated separately in writing. Subject to any further claims for damages and for lack of any other written agreement, in case of default of payment, the default interest has to be paid as per publication of the Austrian National Bank.

In case of even partial default of payment of at least five business days, all debits, including those not yet payable, become due immediately. Furthermore, all deliveries not yet conducted will be suspended until such time as all outstanding debits are settled. In addition, we are entitled to conduct any further deliveries against prepayment only. Should due to a delivery of goods to the customer the total amount of debits against the customer, which we have insured by means of an accounts receivable insurance, exceed the amount insured for the customer, we are entitled to demand payment of the debits exceeding the insured amount prior to the delivery of goods.

In case of default of payment, we are entitled to consign both collection agencies and lawyers to collect the due payment. The customer is obligated to reimburse all dunning costs and collection expenses necessary for the expedient assertion of our legal rights, as well as those costs incurred by a collection agency or lawyer assigned by us. As far as the costs in the particular case are not higher, the customer will be charged a flat 10% of the outstanding invoice amount, however, at least EUR 100.00.

Should, after the conclusion of a contract, circumstances come to our knowledge, from which we can infer a deterioration of the customer's actual or presumed financial standing, we are entitled to retain the goods and, according to our choice, either demand prepayment or a prior security for payment of the purchase price. We explicitly reserve all claims for damages due to failure to perform.

The acceptance of cheques is explicitly reserved for the particular case, and is by all means accepted exclusively but not in lieu of payment. All costs connected with the acceptance of cheques are for the customer's account.

Any offset or execution of a right of lien by the customer is only permissible for outstanding debits, which are either acknowledged by us or legally established.

9. Retention of Ownership:

The goods remain in our ownership until the purchaser has paid the purchase price and all other debts from his business association with us. The retention of ownership also extends to new items which arise due to processing. On combination or mixing with items which do not belong to the purchaser we acquire co-ownership. If third parties should acquire rights to our property in the course of official measures, the purchaser is obliged to inform us immediately.

10. Force Majeure:

In the event of force majeure or other hindrances such as but not limited to wars, armed or terrorist violence, natural disasters (e.g. fire, flood, earthquakes, epidemics, etc.), authority interventions, obstructions on transport routes, labour disputes, stopping or cutting-back of production due to unforeseen damage to plant or the interruption in the supply of electricity or any other source of power or energy, material shortages, unexpected absence of personnel, breach of contract by a supplier etc. which affect us or our suppliers, we are entitled to extend the delivery period for the duration of such incidents and adapt the prices to the given circumstances if necessary. Provided such incidents last for more than four weeks we shall be entitled to withdraw from the contract totally or partially without the purchaser being entitled to compensation. In any of the above mentioned incidents we will undertake reasonable efforts to mitigate the adverse implications on our performance under this contract.

11. Liability and Warranty:

Defects are to be reported immediately after delivery and only in writing or by fax. To this end, the customer commits himself to check the goods immediately. In any case, to avoid damage the goods are to be checked again on all parameters which are important before being used in production. Selection for the intended purpose is solely the responsibility of the customer. Our advice is non-binding and does not release the customer from the acceptance test. Interferences in the protection rights of third parties associated with the use of the goods are the responsibility of the customer. For notifications of defects we are entitled to request that a test sample of the goods be sent to us. In the event of a legitimate and proper notification of defect we will provide, in accordance with our choice, betterment by correcting the defect, free replacement by subsequent or replacement delivery, or a price reduction. The defective goods are - in accordance with our demands - to be kept available, to be returned or to be disposed of. Liability for compensation claims of whatever type against us by the customer is only accepted for particularly bad faults and is excluded for all cases of minor fault. Indirect or consequential damages cannot be claimed against us.

12. Sizes and Weights:

In all cases, only those weights or number of items determined by the delivering works or the shipper are authoritative as long as it cannot be proven that, without doubt, an error has occurred.

13. Place of Fulfilment/Applicable Law/Dispute Resolution:

The place of fulfilment is always Vienna. This Agreement and any action related thereto shall be governed by the laws of the Republic of Austria, without regard to its rules on conflict of laws (IPR) and the Convention on Contracts for the International Sale of Goods (CISG). For all customers having their seat in the EU, EFTA or in Switzerland, the place of jurisdiction is exclusively Vienna but Tribotecc is entitled to choose the customer's residence as place of jurisdiction also.

For all other customers not having their seat in the EU, EFTA or in Switzerland the following arbitration clause shall apply. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Vienna. The language of the arbitration shall be English and German.

GENERAL CONDITIONS OF PURCHASING

1. Validity

All of Purchasing Orders and Work Orders placed by us presently and in the future are based exclusively on our Purchasing Policy. General business policies of our contractual partners will not be incorporated herein. This will also apply if we do not contest possible order confirmations by our contractual partners which contain such conditions or if we accept a delivery without reservation of rights.

2. Communication

Our business partners are obliged to treat any correspondence with us with special diligence. Particularly, all current best practices ensuring a secure exchange of information, integrity of any message content and the reliable identification of sender and receiver must be strictly followed and have to be implemented (especially: scrutiny of e-mail-headers and signatures). Our business partners are fully liable for the safety and security of all information exchanged with us and have to fully indemnify us for any damage arising out of or in connection with any unauthorized access to and/or abuse of their internal or external IT-infrastructure or any other breach of their obligations out of this section.

3. Delivery

-1. All our Orders will be in written format. They become effective with the Order Confirmation or similar acceptance in written format. Our Contractual Partner must expressly point out conditions deviating from our order; otherwise, our order stands as to its contents. Any reference to general business policies of the Supplier are not legally-binding.

-2. Promised delivery dates and terms of delivery are always considered binding. This also applies to scheduled appointments for installation, completion and operational start-up of systems and instruments and parts thereof. Subsequent changes require our written approval. Should extraordinary events preclude compliance, we must be notified promptly in writing. Delays in delivery or other circumstances caused by sub-contractors must be borne by our Contractual Partner. The Supplier is liable for consequences arising from the delay also in the case of call-orders, even if only a partial delivery is delayed.

-3. The goods packed in an orderly manner are to be delivered to the recipient at the destination stated. The transfer of risk to the recipient does not take place until the actual delivery of the goods to the recipient has taken place. Any packaging instructions must be followed. Compliance with the date of delivery is determined by the time of delivery at the point of destination at the delivery location of the recipient.

4. Prices

-1. The prices and settlement arrangements as agreed are fixed and contain all ancillary performances by our Contractual Partner, including packaging and shipping costs to the point of destination. Only those terms of payment contained in our order are binding. Any other terms of payment are acceptable only if they are expressly confirmed by us in writing. If and inasmuch as in the order does not contain an express indication otherwise, then payment is targeted for 14 days with a discount of 3%; or net within 60 days from the time of receipt of the invoice and proper completion of the order. The discount applies to all such timely payments, even if the payment does not cover the entire accounts payable amount. All payments are made subject to later invoice auditing. We are entitled to an account reconciliation with possible deductions of accounts receivables.

-2. The period allowed for payment must begin with the receipt by us of an invoice, prepared in an orderly manner and according to legal provisions, which is especially prepared for ease of sales tax accounting.

-3. An assignment of accounts receivables by the Supplier to Third Parties may not be made without our express approval in writing.

-4. If, after execution of a contract, we deem it necessary to amend its contents, as, for example, concerning the technical concept or the quantity, our Contractual Partner is obligated to comply with our request, if this lies within the technical capability of the latter. In such a case, the term of delivery is changed only inasmuch as it is unavoidable due to the Order Change. The price is to be adjusted based on the same calculation principles. No compensatory claim for a possible price reduction may be made. Had the Supplier actually already incurred needless expenditures, these must be disclosed to us in writing before we make our disposition. Otherwise the Supplier may not make any offsetting claims.

5. Warranty, Liability

-1. According to legal provisions, our Contractual Partners are liable for consequences due to delays, for warranty and for compensatory claims. In cases in which we resell products to third parties, the warranty period is extended by up to 6 months past the period of time during which we, ourselves, have to extend a warranty to our customers. In case of defects, we are instantly entitled to demand price reduction or, in case of a not minor defect, cancellation of the contract rather than correction or replacement.

-2. The Supplier guarantees exact adherence to the quality and make-up of the goods and their orderly packaging, labelling and, if applicable, marking as hazardous goods. Tolerance margins must be expressly stated in writing. The Supplier further warrants that delivery corresponds to the legal provisions at the point of destination or in the country of the end-consumer, respectively, if this was made known to the Supplier by us or through any other source. In case of substances or compositions falling under the EU Directive No. 1907/2006 by the European Parliament on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the Supplier guarantees that the goods delivered are in conformity with the law as well as any legal regulations based on it, in each case according to the latest version. The Supplier also guarantees that with delivery no infringement on Third-Party Rights or Patent Laws and Intellectual Property Rights will occur.

-3. The Supplier expressly waives adherence to our business principle of having to inspect goods promptly as to their quality and to register possible complaints without delay. This applies especially with respect to deliveries to third parties, as agreed beforehand also to apparent faults and recognizable wrong deliveries. A claim of grave neglect with regard to inspection of goods may not be raised against us.

-4. If fixed delivery dates have not been met by the Supplier, or if the Supplier does not carry out a delivery on which no express fixed delivery date had been agreed in compliance with a short supplemental span of time maximally 8 days, we may cancel the order. This provision applies also if the goods do not meet the guarantees provided by the Supplier. In that case, Supplier is liable for a flat compensatory amount from us equal to 10% of the purchase price. We reserve the right to enforcement of higher damages. If we do not avail ourselves of the cancellation right, our Supplier will remain liable for damages arising from the contract under the law.

-5. If technical systems, instruments or parts thereof including software are purchased or placed as work order, the Supplier guarantees the operability free of defects and the suitability for the intended and to the Supplier communicated scope of application, in particular also if such purchases or work orders are based on technical drawings, records or descriptions provided by us. In such a case, the Supplier is rather obligated to independently check such technical drawings, records and descriptions made available to the Supplier concerning their suitability and correctness even in connection with system components which are already present. Therefore, he is solely responsible for its suitability and correctness. If the Supplier's technical opinion suggests it, on-site tests and adjustments which are considered necessary may be conducted at no charge. Our responsibility is limited to the proper description of the materials (chemical composition and physical attributes) solely, which are intended to be processed. If defects appear at technical systems, instruments or parts thereof including software despite our correct description of the materials, the Supplier is obliged to indemnify us and hold us harmless, and in particular to compensate any damages of whatsoever kind or nature, be it actual damage or consequential damage. This particularly includes costs for required repairs, conceptual modifications to be carried out, replacement of parts including pipes, or, for instance, costs incurred due to claims of third parties or losses of production.

-6. The Supplier is not entitled to compensatory claims against us for any reason in connection with anticipated orders or execution of the contract, except in cases of grave negligence or intent on our part. In such a case, a claim is limited to a maximum of one-half of the order value.

6. Force Majeure

In the event of force majeure or other hindrances, such as but not limited to wars, armed or terrorist violence, natural disasters (e.g. fire, flood, earthquakes, epidemics, etc.), authority interventions, obstructions on transport routes, labour disputes, stopping or cutting-back of production due to unforeseen damage to plant or the interruption in the supply of electricity or any other source of power or energy, material shortages, unexpected absence of personnel, etc., we shall be released from the duty of timely acceptance of the object of the contract for the duration of such incidents. The Supplier will undertake reasonable efforts to mitigate the adverse implications on its performance under this contract. Provided such incidents exceed the duration of four weeks, we shall be entitled to fully or partially withdraw from the contract upon two weeks prior written notice, without the Supplier being entitled to claim any compensation.

7. Property Rights Reserved

-1. Property Rights reserved by the Supplier pertain exclusively under the limitation that we are permitted to resell the goods. Upon further sale by us, these property rights by Supplier are extinguished without possible compensation.

-2. Additional items, provided by us, such as goods, designs, graphics, packaging materials, etc. remain our property. They may only be used for our purposes, as determined by us. In case of further processing co-ownership arises.

8. Confidentiality

The technical conception of systems ordered or technical instrumentation and information regarding manufacture, installation and use of ordered products are subject to special obligations for confidentiality by the Supplier. Such information and records may not be disclosed to third parties, or to non-employees of the Supplier.

9. Place of Fulfillment, Applicable Law, Dispute Resolution

Place of Fulfillment is the business location of our corporation. This Agreement and any action related thereto will be governed by the laws of the Republic of Austria without regard to its rules on conflict of laws (IPR) and the Convention on Contracts for the International Sale of Goods (CISG). For all Suppliers having their seat in the EU, EFTA or in Switzerland, the exclusive place of venue for all matters arising directly or indirectly from disputes regarding the contractual relationship is Vienna, unless we avail ourselves of the courts for preservation of our rights as general place of venue at the Suppliers location.

For all other Suppliers not having their seat in the EU, EFTA or in Switzerland the following arbitration clause shall apply. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Vienna. The language of the arbitration shall be English and German.