

General Terms and Conditions of Sales and Delivery

The following terms and conditions shall apply to all quotations, sales and deliveries and all further business transactions between ifw mould tec GmbH as Supplier, and the Customer.

1. Scope of application

1.1 The following terms and conditions shall apply to all our sales and services. They form an integral part of all contractual agreements entered into by ifw mould tec GmbH and the Customer. They shall apply to future sales contracts and business relations, even if not expressly implied.

1.2 Any terms and conditions of our business partners which are not in conformity with these General Terms and Conditions (GTC) shall not be binding on us unless we expressly agree to them in writing when the contract is concluded.

1.3 Counter-confirmations by the Customer with reference to his own general trading and purchasing conditions are hereby expressly rejected.

2. Quotations

2.1 Our quotations are always given without obligation.

2.2 Any samples and specimens provided shall be non-binding samples for inspection. All written and oral information regarding the suitability of our products and their application possibilities is given to the best of our knowledge. The Customer is not released from the obligation to conduct his own inspection of the product in order to verify the suitability for the intended application.

2.3 The contract comes into being upon the placement of an order by the Customer. The order becomes **legally binding** by means of our **written order confirmation**.

3. Prices

3.1 Unless otherwise specified, prices shall be ex-works and include packaging. Additional costs incurred due to special delivery requirements by the Customer (such as express freight and the like) shall be borne by the Customer.

3.2 The prices for the mould tools are inclusive of sampling costs, but exclusive of costs incurred by modifications performed at the instigation of the Customer.

4. Delivery and Acceptance

4.1 The term of delivery shall commence upon receipt of all documentation required for the execution of the order and the timely provision of materials, if such were agreed. The delivery period shall begin upon production or clarification of all commercial and technical documentation necessary for the execution of the order. Delivery periods may need to be modified if not all required documentation is submitted in a timely manner.

4.2 Deliveries are subject to confirmation, following consultation with the Customer. ifw mould tec GmbH reserves the right to effect partial deliveries.

4.3 In the event that cases of force majeure affect the Supplier or any of his sub suppliers the delivery times will be prolonged accordingly. The same shall apply in the case of official government interferences, difficulties in procuring energy or raw materials, strikes, lock-outs, or other unforeseeable obstacles to the supply chain, where the Supplier is unable to cope with these. ifw mould tec GmbH undertakes to inform the Customer of such circumstances without delay. The Supplier will not be liable for any damages due to delayed deliveries arising from such causes.

5. Packaging, dispatch, transfer of risk

5.1 Unless otherwise agreed, the Supplier reserves the right to select the packaging and the mode of dispatch according to his own discretion.

5.2 Even when delivery is carriage paid, the risk transfers to the Customer at the time goods are dispatched from the Supplier's plant.

6. Payment

6.1 The invoice amounts shall be due and payable within 30 days after invoice date without deductions. The allowance of a discount shall be agreed upon separately. The timeliness of a payment is judged by the date the amount is credited to our account and is at our free disposal.

6.2 If the payment period is exceeded, or if the full amount is not paid on time, the Customer shall be in default of payment without reminder. We shall be entitled, without prejudice to any further claims, to claim default interest as of the due date, according to the applicable interest rate. If the Customer is in payment arrears or should we become aware of reasons to doubt the ability of the Customer to pay, we shall be entitled to demand immediate payment of outstanding amounts and/or the provision of security against payment even prior to the dispatch of goods.

6.3 The Customer is only entitled to offset against claims that are undisputed or have been determined as legally valid, or may only exercise a right of retention if the counterclaim is based upon the same contractual relationship.

7. Retention of title

7.1 The right of ownership of our products passes to the Customer only after the purchase amount has been paid in full.

7.2 So long as ownership has not yet passed to the Customer, he is not authorized to pledge the supplied products or assign them as security. In the event of imminent attachment, seizure or other dispositions by third parties, the Customer shall notify us thereof without delay. If the Customer sells any merchandise supplied to him under retention of title to a third party, any receivables arising from the sale shall be considered to be assigned to us.

7.3 In the event of default in payment and after issuing an unsuccessful reminder, we are entitled to claim possession of the goods concerned, and the Customer shall be obliged to surrender the delivered goods immediately.

7.4 The withdrawal of the goods subject to retention of title or the attachment of such goods by ifw mould tec GmbH does not constitute rescission of the contract.

8. Warranty

8.1 Warranty claims shall be fulfilled at our discretion, either by repair or replacement. Where the repair or the replacement of a defective good causes a disproportionately heavy financial burden, ifw mould tec GmbH shall grant a reasonable price reduction. Only in the event of unrecoverable, substantial defects is the Customer entitled to exercise a conversion right.

8.2 The Customer always carries the responsibility of proving that the defect already existed at the time of transfer of risk. Unless otherwise agreed, the warranty period is 6 months from the date of delivery of goods or the rendering of services. In all cases, a prerequisite for warranty claims is the immediate written notification of any defects as well as an immediate examination of the goods upon delivery.

8.3 All claims concerning recognizable and substantial quality deviations shall be made immediately in writing, at the latest within 14 days after receipt of the goods. Any hidden product defects must also be communicated immediately upon discovery, at the latest within 14 days of delivery. Claims issued at a later date cannot be

accepted. Any warranty obligation is terminated if the Customer or any third party has made alterations or repairs to the delivered goods or parts thereof.

8.4 In all cases, return shipments of products to ifw mould tec GmbH require the prior written consent of ifw mould tec GmbH.

9. Compensation for damages

9.1 All claims on the part of the Customer, irrespective of the grounds on which they are based, for damages that may arise directly or indirectly in connection with the order, delivery or usage of our goods are excluded unless the damage was inflicted deliberately or by gross negligence on the part of our employees, assistants or agents.

9.2 Claims for damages caused by minor negligence are also excluded. This does not apply to cases of personal injury. Aside from personal injury, we shall accept liability only upon sufficient proof from the affected party indicating that ifw mould tec GmbH acted with gross negligence. Claims for compensation are barred by the statute of limitations 6 months after damage and causer of damage have been identified and, at any rate, six years after delivery of goods or rendering of services.

10. Property rights

10.1 The Customer shall indemnify us and hold us harmless from any and all third party claims arising from performance rendered by us on the basis of all documentation provided by him.

10.2 Plans, sketches, cost estimates and other documents such as brochures, catalogues, samples, presentations and the like remain our intellectual property. Any use, in particular any dissemination, reproduction, publication and disclosure, as well as any copying, whether completely or in part, is subject to our explicit approval. All documents stated above may at all times be reclaimed by us. In any case they must be returned to us immediately and unprompted if no contractual agreement arises.

10.3 Moreover, the contracting party shall undertake to keep secret all information received within the context of the business relationship and not to disclose it to third parties.

11. Place of performance / Court of jurisdiction

11.1 The place of performance for all obligations deriving from the contractual relationship is the registered office of ifw mould tec GmbH in Micheldorf, Austria.

11.2 The place of jurisdiction is Steyr, Austria. All contractual relationships are exclusively governed by Austrian law.

12. Miscellaneous

12.1 Any contractual amendments, modifications or verbal subsidiary agreements shall only be valid if confirmed in writing by ifw mould tec GmbH.

12.2 Legal ineffectiveness of one or more articles of these GTC does not impair the contractual obligations of the parties.

The registered office of the Company is Micheldorf
FN 286524 i LG Steyr

Micheldorf, 01 June 2010

Published on the Internet as of June 22, 2010