

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF TECON TEXTILE CONSTRUCTIONS GMBH

1. General terms and conditions

All our business activities are subject to our general terms and conditions of business, delivery and payment that form an unrestricted integral component of the contract unless individually otherwise agreed in writing. Any deviations or additions to these general terms and conditions, which may arise through deviating general terms and conditions of a customer, shall only be acknowledged in the event the customer issues an objection to this discrepancy via registered letter, whereby the letter of objection is to be received on our part within 8 days of receipt of our general terms and conditions.

2. Quotations and cost estimates

Issued quotations are nonbinding and subject to confirmation. The quotation documents are the property of and subject to the copyright of the Tecon Company, are not to be made accessible to a third party and are to be returned upon request. All conclusions and agreements are only binding on our part following our written confirmation. The same shall apply to oral ancillary agreements and subsequent amendments.

The compilation of a cost estimate does not obligate the contractor to accept an order to render the services provided in the cost estimate. Cost estimates are nonbinding and subject to confirmation. The prices stipulated in the cost estimate are the prices valid on the date marked on the cost estimate.

3. Order acceptance, conclusion of contract

Orders and ancillary agreements are exclusively valid upon a written order confirmation. In the event of amendment or cancellation, the incurred costs shall be assumed by the customer in accordance with expenses incurred. The term of cancellation applies 7 weeks from the date on the postmark. The company reserves the right to terminate the contract upon a breach of the contract provisions on the part of the customer.

4. Prices

Prices are ex works llz and subject to change and do not include the statutory VAT. All extra charges, public dues, any new arising taxation, freight charges and an increase hereof which directly or indirectly affect the delivery, are to be assumed by the customer. In the event that between conclusion of contract and performance of our deliveries and services there are changes to base prices e.g. wage and material cost increases, we reserve the right to apply a reasonable increase to our prices. This shall also apply in the event of a breach of contract on the part of the customer.

5. Damages

We only assume liability for damage for which we are culpable. Liability is restricted to wilful intent and gross negligence. The compensation of consequential damage, pure economic loss, loss of profit, loss in interest and damage arising through third party claims against the customer are hereby excluded.

6. Conditions of payment

All payments are to be made in full by the customer within 14 days of invoice date, unless otherwise contractually agreed. Executed payments are only considered as payments on the date that we can dispose of the full amount without loss. Payments by cheque and bills of exchange shall not be accepted. The retention of due payments on the grounds of any offsetting or the offsetting of counterclaims are hereby excluded. In the event of delay in payment, an interest charge to the amount of 8% above the general basic interest rate shall be invoiced. In addition, the customer shall compensate damage caused by default, in particular dunning and legal costs. The dunning and collection costs are based on the applicable, statutory maximum rate applicable to debt collection agencies. For the collection of debts in foreign countries, these shall be increased by the actual or highest rates applicable in that country. The contractor reserves the right in the event of the non-fulfilment of the payment terms or upon receipt of information of a lack of payment guarantee on the part of the customer, to demand advance payment for outstanding deliveries and services.

7. Terms and conditions of delivery

The delivery and service dates we provide are diligently generated approximations. They are subject to written confirmation in the order confirmation and are subject to all advance performance being professionally and legally effectively concluded on the part of the customer. In the event that delivery is postponed upon the request of the customer or for other reasons in the customer's sphere of influence, the customer shall be invoiced for the costs incurred through storage. Obstructions through non-completed performance on the part of the customer shall be at the expense of the customer. Grounds such as force majeure or similar shall have suspensory effect. The contractor reserves the right to withdraw from the contract in full or in part for compelling reasons and to demand financial compensation for this.

8. Warranty and acceptance

The warranty on the goods and services we supply has a term of 24 months from the time of delivery. The warranty performance shall be on the confirmed defect within a reasonable term. This shall not prejudice the customer's right of rescission. Is the removal of defect not possible or associated with unproportionately high costs, the customer has at his discretion the right to a reasonable price reduction or the delivery of a replacement object. This warranty does not cover wear parts or consumable materials. The warranty requires that the customer reports defects immediately upon delivery in writing. A further provision is that the customer has fulfilled his payment obligation in full. No liability is assumed for defects or damage arising on the following grounds:

- unsuitable or inappropriate use
 - defective installation or operation by the customer or third party
 - defective installation instruction or installation by the customer vis-à-vis his end customers
 - natural wear, improper or negligent use
 - chemical, electrochemical, biological or similar influences insofar as not caused through the culpability of the contractor.
- All further claims, e.g. compensation, economic loss and similar are hereby expressly excluded.

Upon completion of all deliveries and services, this shall apply as accepted after 14 days, unless alternatively an acceptance report is requested in writing by one of the parties.

9. Retention of title

We reserve the right to retain title of the goods we deliver and services rendered until payment in full of all claims. In the event of attachment or other use of the retained goods on the part of third parties, the customer is obligated to inform of this retention of title and to notify the contractor. The assertion of this retention of title and the garnishment of the delivered item on the part of the contractor does not apply as a termination of contract, unless stipulated. In the event of processing, integration or combination with other goods that are not our property on the part of the customer, the customer hereby transfers the proprietary rights to the new item to us to the value of the invoice amount of the goods subject to retention of title.

Costs incurred through a violation of this right to retention shall be at the unrestricted expense of the customer. Place of performance and legal jurisdiction for all disputes is the jurisdiction competent for the contractor. In the event that parts of these provisions should become invalid this shall not prejudice the validity of the remaining provisions of this contract.

10. Choice of law and jurisdiction

The jurisdiction is the court factually competent for the domicile of Tecon Textile Constructions GmbH. All legal relations between customer and contractor are subject to the law of the Republic of Austria under exclusion of conflict laws of international private law and the UN CISG.