

TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

I. Validity

The firm SCHNEEWEIS Customized Safety Belts GmbH, also referred to as AN for short, provides goods and services exclusively on the basis of the present terms and conditions of business and delivery.

AN customers' terms and conditions which are complementary and/or contrary to these terms and conditions do not apply to AN. This holds even in the case where AN does not expressly contradict such terms and conditions.

The present terms and conditions of business and delivery are also valid for future business dealings with customers, even when express reference is not made to them.

Subsidiary agreements or modifications of the present terms and conditions are only effective with AN's written confirmation as such.

II. Quotations / Estimates of cost

- a) All quotations, agreements, explanations and other discussions are not binding, until such time as they are expressly formalised in writing.
- b) AN order confirmations are to be checked immediately upon receipt and are deemed to have been accepted in terms of their entire content, if a complaint has not been received in writing within 5 working days.
- c) As far as at that location where the customer will use the goods and services provided by AN, special regulations under public law or other binding regulations are applicable, the customer is obliged to communicate these regulations to AN before any orders are placed, inasmuch as the services provided by AN are affected, or might be affected. Should the customer not fulfil this obligation, then the customer is liable to AN for any damages caused by this and will have no claim to warranty or compensation vis-à-vis AN.
- d) AN must be informed in writing of any licensing requirements and modifications prescribed by the Authorities, otherwise AN cannot make guarantees regarding breaches of this sort, nor will it be liable for damages arising as a result of this. Additional expenses relating to Authorities' requests, orders or modifications required as a result of licensing measures are to be borne by the customer without exception.

III. Pricing and terms and conditions of payment

- a) Prices are quoted ex works, in bulk, freight collect, without VAT.
- b) Insofar as not otherwise determined by the order confirmation, payments are to be effected net cash on receipt of invoice and without any deduction.
- c) If payment is late, interest on arrears will be effective, at a rate 8 percentage points higher than the base rate (section 1333(2) of the Austrian Civil Code [Allgemeine bürgerliche Gesetzbuch (ABGB)]), and at least 1% per month. Payments will only be recognised if they are effected at the paying office noted on the given invoice). In the case of bank transfers, the payment is only deemed effected at such time that AN's bank account has been irrevocably credited by the amount stated on the invoice.
- d) Bills of exchange, cheques and payments made via remittance order will only be accepted or collected on account of payment, as well as under usual reserve. In this case, a cash discount deduction is not possible, even for a separate cash discount agreement.
- e) The invoice date is decisive for the payment date in all cases, even in the case that the recipient receives the goods late for reasons for which AN is not at fault.
- f) Exceeding the payment date or the occurrence of a lack of solvency on the part of the customer, as well as other important grounds, give AN the right to terminate the contract or to receive repayment of all moneys outstanding irrespective of the agreed payment terms, and all this will hold without claims being constituted against AN regarding fulfilment or compensation.
- g) The customer may only settle with undisputed and legally determined moneys outstanding and may only exercise a right of retention on the basis of such moneys outstanding.

IV. Reservation of proprietary rights

- a) AN retains the property rights pertaining to the delivered goods until all moneys outstanding from its business relationship with the customer are paid. However, in the case of payment by cheque or bill of exchange, the reservation of proprietary rights remains until such time as the customer honours the bill of exchange.
- b) The customer is authorised to sell on goods supplied by AN within the scope of its commercial activity. However, the customer will cede to AN all moneys arising from the resale up to the level of the moneys outstanding to AN. In the case of cash down resale, the resale revenue devolves to AN by the customer's separate safekeeping of such, and obliges the customer to note this cession of goods in its accounts. In the case of a processing, then AN's reservation of proprietary rights exists (pro-rata) for the end product. The customer must inform the party to whom it is reselling the product of the existing reservation of proprietary rights and of all the security interest agreed herein.
- c) The customer must communicate without delay to AN if third parties lodge claims pertaining to those delivered goods subject to reservation of proprietary rights, or if they substantiate rights to such. Any costs incurred in legal pursuit are to be borne by the customer.

V.
Packaging and postage

- a) Packaging will be effected in a manner which is customary in the trade; the costs are to be borne by the customer and the packaging will not be taken back. The dimensions of the packaging will be effected under the assumption of customary conditions of transport.
- b) Postage will be effected from the AN factory at the customer's risk, even when delivery is free on board.
- c) AN is obliged to procure insurance only if and insofar as this has been agreed in writing.

VI.
Obstructions and interruptions to the services

- a) Time limits agreed by AN for its deliveries and services are effective from, at their earliest, the day on which all technical and other particulars of the contract are clarified.
- b) Should AN's services be delayed because of circumstances beyond AN's control, for example if a third party, not contracted by AN, has not carried out sufficient preliminary work, then the following holds:
 - The schedule will be correspondingly postponed with reference to an appropriate additional time period for the works to recommence.
 - AN must communicate such to the ordering party.
- c) Any additional costs related to the delay will be borne by the customer. AN is obliged, for its part, to undertake everything which can be fairly expected of it, in order to effect the assigned deliveries and services as quickly as possible.
- d) Should fulfilment be interrupted for more than three months for the above reasons, then AN and the customer both have the right, in accordance with a period of grace set, to terminate the contract. Should AN exercise this right, then it can also claim for payment for services already effected, and at the prices listed in the contract.
- e) If AN is responsible for the delay, interruption or impossibility of fulfilment of service or delivery, then any claim for damages by the customer cannot exceed 10% of the net order total. Foregone profits will not be compensated.

VII.

Warranty / Compensation for damages

- a) The duration of warranty is 6 months.
- b) In the case of other exclusion of claims pertaining to warranty or to compensation, the customer must check the goods immediately after delivery and must report all deficiencies, in detail and via registered post, within 5 calendar days of the delivery. Likewise, deficiencies which arise later must be immediately reported, in writing and in detail, as soon as the customer becomes aware of them.
- c) AN guarantees only for its own services and for those of its sub-contractors. For materials or components supplied by the ordering party, the warranty will extend only to competent use, and not to the materials and the components themselves.
- d) Delivery and service requests which are higher or different to those communicated when the order was placed will vitiate any promise of warranty or acceptance of liability on the part of AN, as will the participation of third parties in delivery and service where this comes without the consent of AN.
- e) AN do not guarantee, and are not liable for any preliminary work undertaken by a third party or by the customer.
- f) It is a precondition of warranty and liability that the goods are competently handled, properly operated and appropriately maintained.
- g) Where AN is obliged to offer a warranty, AN may decide to undertake improvements or to replace pieces which are proven to be faulty. Further obligations – in particular regarding price reduction or conversion – are excluded.
- h) AN has the right, after the deficiency has been reported, without delay and where possible with prior arrangement, to inspect the alleged deficiency or to demand that the allegedly deficient objects are sent back.
- i) If the removal of deficiencies, for items under AN warranty, for whatever reason, is not possible, then AN must communicate this immediately to the customer, the customer can then demand a reduction in price in stead of the rectification of the problem.
- j) The costs of problem rectification effected by the customer itself will only be reimbursed by AN, if the latter has given its written consent to this effect. Modifications to goods provided by AN undertaken by the customer itself or by third parties requested to do so by the customer, nullify any claims to warranty or compensation for damages on the part of AN.
- k) Any claims as to warranty which go beyond the above terms and conditions of warranty are herewith expressly excluded. Insofar as the customer is entitled to claim for compensation for damages from AN, whether it be as a result of the deficiency itself, of consequent damages cause by the deficiency or of other reasons, then these damages will be limited to those whereby AN is accountable for intent or at least gross negligence. The level of liability is always limited to the net order total. The same is also true for any duty of replacement on the part of AN in accordance with the Product Liability Law [Produkthaftpflichtgesetz]. The customer must pass on this contracting out, that is to say that it must be stipulated in contracts agreed with contractual partners to the benefit of AN.

VIII.

Place of performance / Jurisdiction / Law

- a) Place of performance is Salzburg.
- b) In the case of any disputes which may arise from commercial activity with AN, the local jurisdiction of the appropriately responsible court of the regional capital, Salzburg, is agreed.
- c) Austrian law holds. Excluded is the application of the Vienna UN Convention on Contracts for the International Sale of Goods.

IX.

Obligation to maintain confidentiality / Claims to intellectual property rights / Imitation prohibition

- a) The customer is forbidden from, copying or imitating the goods and services supplied by AN, or from arranging for a third party to do so. This also holds for all technical documentation and diagrams. For every breach of this condition, a penalty of €10,000 per case is payable.
- b) The customer is obliged, within the scope of this commercial relationship, to maintain confidentiality with regard to commercial or trade secrets or know-how which it becomes cognisant of.
- c) Inasmuch as the delivery or manufacture is effected as a result of the customer providing documentation, then the customer will indemnify AN (therefore rendering AN exempt from damages and complaints) with regard to breach of intellectual property rights of any sort (e.g. utility patents etc.).

X.

Miscellaneous

- a) All agreements, in order to be legally effective, require the written medium this is also true for subsidiary agreements, assurances and other modifications.
- b) The ineffectiveness of individual conditions or of their components does not affect the effectiveness of the remaining conditions. The contractual partners are, within reasonable grounds and in good faith, obliged to replace the ineffective condition with one which is just as effective as the previous one should have been, and which is economically viable.