

GENERAL TERMS OF PURCHASE of Binder + Co (Edition 1/2000)

1. Orders:

The following terms are applicable to our orders unless terms in variance with hereunder have been agreed upon explicitly in writing therein. Conditions in variance or exceptions from hereunder shall only be effective if they are expressly accepted by us in writing. Our silence following documents sent by you such as acceptance of order, invoice or any other correspondence does not mean our approval nor a tacit modification of our terms of purchase. "In writing" also means correspondence by telex, telefax or telegram. Your delivery / performance signifies that you accept all our terms of purchase unconditionally and completely.

2. Extent of Delivery and/or Performance:

The deliveries and/or performances to be carried out by you must be complete and executed so that at the time of order they correspond to the most advanced technology, that they are as good as new and of best quality, that they are in accordance with all legal regulations, relevant decrees, technical standards and regulations of trade associations etc. in Austria and on the place of performance. We shall not accept deliveries of a bigger or smaller quantity than ordered without our previous and explicit agreement in writing.

The extent of delivery and/or performance will include all usual accessorial services and any other parts that are necessary in order to guarantee the promised quality - most of all the performance of the subject matter of the order - also if such delivery parts and accessorial services are not specified expressly.

3. Prices:

All prices shall be deemed as fixed lump sum prices according to INCOTERMS 2000, DDP place of performance. They include all accessorial services and expenses including transport, unloading and required packaging. The return of the packing material (unless you are a member of ARA), packaging and transport expedients are at your expense.

4. Despatch, Hazardous Freight, Places of Performance, Passing of Risk:

Despatch:

A delivery note in two copies must be sent with each consignment. A clear indication of the item of the delivery, in any case the order number, must be attached to the shipping documents in order to allow a faultless identification of the consignment on arrival at the destination. All costs that arise on respect of not providing or correctly issuing the documentary evidence of origin, of disregarding the regulations of despatch, such as duties, demurrage charges, transport charges and so on are solely at your expense. Consignments that are sent by Rail Express Extra in the homecountry and by Rail Express abroad must be directed to the corresponding place of performance.

Address of Despatch:

As agreed upon/stated in the order

According to regulations concerning customs duties the following shall be effective

- for suppliers of the EU countries: On demand, a legally binding global supplier's statement in accordance with the EEC-Regulation 3351/83 of 14 November 1983 must be provided free of charge.
- for suppliers of non-EU countries: If a preferential agreement with the EU for the goods delivered is in existence, we will proceed that it can be applied. Most of all the necessary original documents (EUR 1, preferential certificate of origin, declaration of origin) must be attached to the relevant consignment in order to allow us a duty free or duty reduced import. If these evidence documents are missing or sent with delay, the costs arisen therefrom (duty, administration) will be on your account.
- for all suppliers:
If the obligation were imposed on Binder + Co due to contracts with clients or to the completion thereof to give evidence of certain facts, most of all producers, address, country of origin or conformity with the DUAL USE regulation and relevant embargo regulations, this would have to be carried out on the supplier's account and risk and without any claim of refund independently by the supplier and at his direct responsibility. Further the contractor confirms that all goods delivered are not mentioned in the "Dual Use Regulation Nr. 3381/94" nor in effective embargo regulations. Thus, no export permit shall be necessary for possible exports.

Hazardous Freight:

If, according to this order, goods to which the relevant regulations of the international rules for hazardous freight can be applied are delivered, on accepting the order you will accept the responsibility of the complete compliance with these rules and with the legal consequences that may arise from disregarding them.

You must send us the relevant certificate of hazardous freight issued and signed on behalf of your company - of your own accord and in time before despatch of goods - for any hazardous freight under this order regardless of the stipulated delivery conditions. Another copy also issued and signed on behalf of your company shall be attached to the consignment.

Place of Performance:

The destination stated by us in the order is effective for the delivery and/or performance. You bear the risk until handing over (unloading finished, put on soil, after completion of installation etc.). The address stated in the order is valid for documentations and payments.

The place where the subject matter is installed is valid for the final check of installation, putting into operation and guarantee.

5. Invoicing and Payment:

After complete delivery or performance the invoice must be sent in two copies to our accounting department for each order separately and stating the order number, i.e. it is not to attach to the consignment (see point 4). According to the conditions agreed upon the period for payment starts on the day of receipt of invoice coinciding herewith, however never before completion. Further you shall acknowledge that faulty and/or incomplete shipping documents and/or certificates and/or documentations will cause a delay in payment. Bank transfer charges are on your account. If you deliver goods before the dates agreed upon, which shall be subject to our approval, the periods for payment for the corresponding invoices only will start on the day of delivery agreed upon.

Payment shall be effected after receipt of goods and on receipt of the correct and accountable invoice in agreement with hereunder, unless agreed otherwise, less 3% cash discount for payment within 30 days or 60 days 2% or 90 days net either cash, by bank transfer, cheque or three months' acceptance at our option.

In the event of a defect we will be entitled to delay payment until elimination thereof.

6. Date of Delivery:

All dates specified in the order shall be deemed fixed dates unless otherwise agreed explicitly, i.e. it is agreed upon expressly that we will be entitled to withdraw herefrom without allowing a period of grace if delivery is not carried out on the specified day. You will be informed of the withdrawal in writing within 3 working days. If we do not inform you within the period mentioned above, a reasonable period of grace is deemed to be allowed which does not exceed a maximum of 14 days. If we do not make use of the right to withdraw from the contract, you will not be relieved of your duties of delivery and performance nor will any claims for damage be reduced or excluded. In the event that before the date of delivery it becomes obvious that you won't be in the position to carry out the order in question correctly and/or in time, we will be entitled to fulfill these deliveries/performances ourselves or to have them fulfilled by a third party. Any additional costs resulting therefrom for us will be borne by you. You will inform us immediately of any liability for damage of all circumstances that are appropriate to impede or prevent the punctual performance of your obligations. In the event of a delay initiated by the customer, the supplier assures us a free storage on the supplier's premises.

In the event that obligations will result for us due to the order in question, the contractor will urge us provably and in time to carry out this obligation. If this does not happen, the supplier cannot refer to the ignorance of these obligations in case of delay.

7. Contractual Penalty:

On exceeding the stipulated delivery dates we are entitled without any evidence of damage to take 1% off the amount of your invoice for each commenced week delayed, however, not more than a maximum of 10% of the total amount of the order according to your invoice as a penalty of delay, which is not subject to the judicial law of restraint.

Such a deduction will not relieve you from your delivery nor from your performance obligation, nor does it exclude any claims for damage beyond this contractual penalty.

8. Takeover of Goods:

The takeover of the goods shall only be effected when used duly, however, at the latest 24 months after delivery. Thus, you waive the immediate examination and the objection to a delayed notice of defects. Our payment does not mean an unconditional acceptance of the goods.

9. Guarantee:

You guarantee and warrant the applicability as directed, the perfect quality and the performance of all qualities promised for a period of two years commencing with the use as directed, however, three years from delivery at the longest. You are obliged to remedy all defects arising within this period immediately at your expense and to replace all damages in connection with this defect including the costs of the determination thereof, etc.

We have the option of choosing the place of performance for elimination of the defect within the period of guarantee/warranty. In cases when the supplier does not meet the duty of guarantee/warranty immediately on request, further when defects are minor and also when the matter is urgent, we are entitled to carry out the elimination of defect ourselves without further request or to have it eliminated by a third party at the supplier's expense. If none of this is possible, we will be entitled to procure any other replacement.

We reserve the right to enforce the legal regulations to change or reduce the price instead of rectifying the defect.

If we as the manufacturer of the final product are liable for any damage that is due to a defect of the basic material or partial product delivered by the supplier, we will have to be indemnified for such liability and the supplier will have to render full recourse disregarding any fault.

10. Prohibition of Assignment:

Rights and obligations of the delivery contract must not be assigned to a third party without our explicit agreement in writing. Such an assignment is ineffective towards a third party without our agreement. In addition, our agreement is necessary for any sub-allocation.

11. Documents - Secrecy:

All documents, drawings, calculations etc. given to you in order to place orders or to carry out orders remain our sole property. These documents must be handled confidentially and they may only be used duly and objectively.

The order and all particulars concerning it must be handled confidentially as our commercial secret.

12. Reservation of Title:

As soon as you accept our order you waive the assertion of any reservation of title for the goods to be delivered.

After making a down payment or part payments the material corresponding to the specifications of the order will devolve on us up to the value of the effected payment. The same is true for the items produced from it partially or completely. Therefore from that day onwards they have to be stored separately, be marked as our property and kept for us. The liability of the supplier for quantity, quality, completeness and incidental loss remains valid until the final takeover at the place of performance. This reservation of title including the regulations of storage and liability also holds true for auxiliary material.

13. Set-off:

We are authorized to offset any payments entitled to you against claims we or any company related to us (combine, subsidiary, parent or sister company) have against you regardless if they are due or not, also if they are based on other business relations. If claims not yet due are offset, the usual interim interest shall be charged.

14. Retention:

You are by no means entitled, due to whatever reasons, to put off and/or to withhold your performances, nor do you have a right of retention for items put at your disposal by us.

15. Industrial Property Rights:

The contractor declares that industrial property rights of a third party will not be infringed upon on respect of deliveries or performances carried out as a result of this order. The contractor shall indemnify us and hold us harmless against any claims for any infringement of industrial property rights raised against us in connection with this order.

16. Jurisdiction:

Binder + Co has the option that any litigations arising under this contract or referring to the infringement, annulment or invalidity hereof either shall fall within the

- ordinary, local and competent court of the location of the ordering Binder + Co company or
- the litigations mentioned above shall be judged finally according to the mediation and arbitration regulations of the International Court of Arbitration of the Chamber of Industry Austria in Vienna (Vienna Rules) by one or more arbitrators applied according to these rules.

The number of arbitrators shall be three.

The Austrian substantive law is to be applied excluding the conflict of laws rules and the UN-Convention on contracts of international sale of goods. The language to be used in the proceedings is German.