

General Terms and Conditions of Sale and Delivery

of Haas + Sohn Ofentechnik GmbH

1. Quotation, Order, Price

- 1.1 The following Terms and Conditions of Sale and Delivery apply to all contracts made with us. Contrary terms and conditions are only binding on us if they have been approved by us in writing. That also applies in the case where a customer refers to his own terms and conditions of purchase. Oral agreements that contain an additional obligation on us are only binding on us if they have been approved by us in writing.
- 1.2 Our prices are subject to change without notice. The dimensions given in the price list correspond to the current valid standards and will be adjusted accordingly on any change of the standard dimensions.
- 1.3 Our prices are quoted ex works exclusive of the legal VAT. Packaging, freight and transport insurance costs are charged to the customer.

2. Date of payment, payment terms, rescission of sale

- 2.1 Our invoices are due for payment 30 days from the date of the invoice net without deduction. The purchase price is however due immediately if the customer falls into arrears towards us with other payment obligations. In the event of exceeding the deadline for payment, under reserve of the assertion of further damages for delay, 12 % default interest will be charged from the date of expiry to the payment date.
- 2.2 The customer only has a right to offset if his claims have been established in a court of law or have been acknowledged by us.
- 2.3 The customer only has a withholding right if his claim is based on the same contractual relationship. Warranty claims do not entitle the customer to withhold his payments.
- 2.4 If the customer falls into arrears with payment longer than 30 days distrains will be carried out on him or if his financial situation deteriorates considerably we shall be entitled to withdraw from all contracts not yet fulfilled or demand payments in advance.

3. Delivery

- 3.1 Partial deliveries are admissible.
- 3.2 We strive to meet delivery times as accurately as possible. Delivery times are not binding. If the end of the delivery deadline period falls during the period of the works holiday the delivery deadline will be extended by the duration of the holiday period. In any event claims for damages or revocation of the contract because of delayed delivery are excluded unless wilful gross negligence (krass grobe Fahrlässigkeit under Austrian law) by us can be demonstrated.

4. Transfer of risk

Dispatch is always carried out on the account and at the risk of the customer. We shall not be liable for damage and losses during transport. In the absence of forwarding instructions from the customer we must carry out forwarding by the best route at our discretion. If no different instructions have been given by the customer about the insurance against transport damage this may be carried out by us at the customer's expense without further action. There is however no insurance obligation on our part.

5. Retention of ownership

Without prejudice to the earlier transfer of risk, until the complete payment of all obligations of the customer arising from the delivery contract the delivered goods remain our property. As long as the goods are our property the customer is not entitled to pledge the goods or assign them as security to a third party. If our property is threatened with risk at third hand we are to be notified without delay. If a bailiff should wish to distrain the delivered goods our ownership is to be asserted naming our company and our address. The customer must reimburse all damage and costs that arise through a violation of this obligation and through necessary intervention measures against access of third parties to the goods.

6. Warranty, limitation of liability and indemnity

- 6.1 The customer must inspect the delivery in detail immediately after receipt. Complaints because of incomplete delivery or because of defects discovered are to be notified within 8 days after receipt of the individual deliveries in writing, otherwise the delivery is considered to have been accepted without reservation and warranty and damages claims in this respect have been waived. The defect is to be described so clearly in type and extent that we can clearly identify the reason for the complaint. The customer is obliged to ensure the interim storage of the rejected goods. Apart from that we shall be liable for defects in the delivery excluding further claims as follows: All those parts are to be repaired at our choice at no charge or redelivered that within six months, calculated from the delivery date, become demonstrably unusable or their viability has been significantly impaired as a consequence of a circumstance coming about before the transfer of risk, in particular because of defective design, poor materials or defective construction. Natural wear and tear (chamotte, vermiculite, fire grate, glass ceramics and seals, etc.), improper handling (e.g. overheating), excessive use, carelessness and modifications without our consent invalidate the warranty. Warranty claims can only be recognised if they are asserted with us in writing immediately after ascertaining the defectiveness. Such parts must be sent to us carriage paid. On replacement delivery or credit note the part replaced becomes our property. Recourse under section 933b ABGB [Austrian Federal Civil Code] is excluded.
- 6.2 Outside the scope of the Product Liability Act our liability is limited to wilful intent and wilful gross negligence (krass grobe Fahrlässigkeit). The liability for ordinary (schlicht grobe) and slight negligence (leichte Fahrlässigkeit), reimbursement of consequential damages and financial losses, savings not achieved, losses of interest and of damages from the claims of third parties against the customer are excluded. Recourse under section 12 Austrian Product Liability Law is excluded.

7. Acceptance, call-off order, return

- 7.1 Goods bought on call are to be accepted within twelve months from the date of the order confirmation. In the event of acceptance not being carried out in time we are entitled to store the goods ready for dispatch at the expense and risk of the customer and to invoice them as delivered charging all costs arising. In the event of a delay in acceptance beyond the twelve-month period stated we are in any case entitled to withdraw from the contract and without prejudice to further claims seek a 10 % cancellation fee from the customer.
- 7.2 Goods ordered are not taken back without exception. Any return deliveries will therefore not be accepted and will be sent back at the expense and risk of the customer.

8. Assembly and repair

We only carry out assembly and repair work after prior written agreement. The customer is responsible for the correct assembly of the products delivered in separate parts for self-assembly. We shall not be liable for the damage caused by the customer or a third party that arise from improper or defectively executed assembly of the delivered products, whether on the product itself or on other legal goods.

9. Industrial property rights, drawings, patterns

The customer is liable for ensuring that through the use of drawings, patterns and other implementation guidelines made available to us industrial property rights of third parties, in particular trademark, utility model, patent and intellectual property rights are not infringed. The customer is obliged to indemnify us and hold us harmless in this respect. No liability will be assumed for the loss or damage of documents provided to us. Insurance in this respect is only arranged via the express order and at the expense of the customer.

10. Data protection

- 10.1 With our "Data Protection Notice" we inform our customers about:
 - the type, scope and purpose of the collection, processing and use of the personal data required for the execution of orders as well as accounts;
 - his right of objection to the creation and use of his anonymised user profile for purposes of advertising and the design of our offering tailored to suit our needs;
 - passing on data to companies commissioned by us and bound to the legal data protection regulations for the purpose and for the duration of the credit checks as well as the dispatch of the goods;
 - the right to information free of charge about his personal data stored by us;
 - the right to correction, deletion and blocking of his personal data stored by us;
- 10.2 Any collection, processing and use of the personal data going beyond no. 1 requires the consent of the customer. The customer has the opportunity to give this consent before the statement of his order. The customer is entitled to the right of cancelling the consent at any time with future effect (see "Data Protection Consent").

11. General remarks, place of performance, place of jurisdiction, choice of law

- 11.1. Legal invalidity of a part of these terms and conditions of sale and delivery do not affect the validity of the remaining provisions. The version of the General Terms and Conditions of Business valid at the time the contract is made is decisive.
- 11.2. The place of performance for delivery and payment is exclusively A 5412 Puch bei Hallein unless something different results from the order confirmation.
- 11.3. Salzburg is the exclusive place of jurisdiction for all disputes arising indirectly or directly from this contractual relationship.
- 11.4. These General Terms and Conditions of Business and the contracts made under them are subject to Austrian substantive law excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of goods (CISG).
- 11.5. Mandatory consumer rights in accordance with the Austrian Consumer Protection Act are not restricted by the preceding terms and conditions.

DATA PROTECTION NOTICE

In the event of a contract being made we collect and process your personal data provided to us by you in our system and use them for the duration of the contract processing, i.e. for the order processing and accounting. Personal data is all information, on the basis of which a person can be directly or indirectly identified, e.g. name, residential address, email address, date of birth, profession, account details etc. For purposes of advertising and market research as well as the design of our offering tailored to suit our needs we create and use anonymised user profiles. You have a right of objection to this that you can exert against us at any time by declaration by means of post / fax / sending an email to us. We will give you information free of charge about your personal data stored by us. You can at any time request the correction, deletion and blocking of your personal data stored by us. For the purpose and for the duration of the credit checks and avoidance of payment shortfalls we pass on your personal data necessary for this to the company commissioned with this by us. For the purpose and for the duration of the dispatch of the goods we pass on your personal data necessary for this to the company commissioned with this by us.

DATA PROTECTION CONSENT

I hereby consent to the collection, processing and use of my personal data that I have provided in the order template by Haas + Sohn Ofentechnik GmbH and its subsidiaries for purposes of their own marketing towards me as customer, including through creation of a customer database. This consent may be withdrawn by me at any time with future effect.

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