

## Terms of Sale and Delivery

### SCOPE:

The following terms and conditions shall apply exclusively to all of our offers and deliveries, including future offers and deliveries that may not expressly mention these Terms of Sale and Delivery:

### CONDITIONS OF PURCHASE:

The Customer's General Terms and Conditions are hereby barred. Deliveries and services performed by us shall not be construed as recognition of the Customer's General Terms and Conditions.

### OFFERS:

Unless noted otherwise, all offers and price lists shall be valid for one month. We shall not assume any liability for the accuracy of the designs and dimensions published by us or the usability of the material ordered.

### ORDER:

Orders that are not based on an identical offer shall be valid only if we have confirmed acceptance of the orders in writing. Likewise, verbal agreements, agreements made by telephone and changes to orders issued shall be valid only if we have confirmed them in writing.

### DELIVERIES:

We shall use our best judgment in setting delivery dates; however, we shall not be bound by them. If we fail to meet the delivery deadline, the Customer shall not be entitled to cancel its order or to claim compensatory damages of any kind whatsoever, particularly on account of nonperformance or default. We shall be entitled to withdraw from the Agreement due to unforeseen events or instances of force majeure. In such cases, compensatory damage claims shall be barred. Each partial delivery shall constitute a separate transaction.

### WEIGHTS:

Weights indicated in offers and orders are approximations only. Overdeliveries or underdeliveries of up to 10% shall be admissible. The weights determined by our plant, our warehouse or the freight forwarder appointed by us shall prevail.

### SHIPPING:

In each case, the goods shall be shipped at the recipient's risk and expense.

### COMPLAINTS:

Complaints regarding the weight, quantity and quality of the goods must be reported to us in writing immediately, within one week of receipt. If the complaint is justified, we shall replace the damaged merchandise free of charge, while rejecting any further claims by the Buyer (such as processing costs). In no instance shall a complaint about the merchandise entitle the Buyer to postpone payment for the disputed delivery.

### RETURNS:

These shall be accepted only after the Customer has obtained our approval.

### PRICES AND PAYMENT TERMS:

Normally, our prices are ex works or ex warehouse and do not include packing costs, customs duties, taxes or the value-added tax. The prices quoted in our offers always apply only to the quantities listed. Unless agreed otherwise, invoices shall be due and payable within 14 days of the invoice date at a 2% discount or within 30 days at no discount.

We reserve the right to charge interest on arrears and to claim compensation for any damages caused by late payment. In addition, we shall be entitled to withdraw from the agreed delivery obligations and other contractual provisions. If the Buyer should fail to comply with the established payment conditions or if the Buyer's financial situation should deteriorate, we reserve the right to declare all accounts receivable due and payable and to demand payment of such amounts immediately, regardless of the agreed payment dates. In the event of late payment, we shall be entitled to halt delivery of other confirmed orders or to demand prepayments for such orders.

#### PLACE OF PERFORMANCE:

For both Parties, the place of performance for all of the rights and obligations arising from the transactions shall be St. Johann im Pongau, Hallein and/or Vienna.

#### LEGAL VENUE:

The Salzburg Commercial Court shall have exclusive jurisdiction over both Parties.

#### OTHER PROVISIONS:

These Terms of Sale and Delivery may be amended only by means of a separate agreement explicitly recognized in writing by the Buyer and the Seller. If a portion of these provisions should be invalid, this shall not affect the validity of the remaining provisions.

#### RETENTION OF TITLE:

We shall retain ownership of all of the merchandise until the purchase price, including all incidental claims, has been paid. The Buyer hereby agrees that all payments that it makes shall first be applied to any damages, then to interest and other incidental charges, and only then to the merchandise covered by the retention of title. Checks and bills of exchange shall be deemed payments only when they have cleared. So long as we retain title, the Buyer shall not be permitted to sell or pledge the merchandise purchased, transfer ownership therein as a security lien, or otherwise cede the merchandise. If a third party should make a claim against the merchandise delivered with reservation of title, the Buyer must report this to us immediately (via registered letter). The Buyer agrees that, should it resell the goods despite our retention of title, it hereby assigns to us that amount of its claim from the resale equal to our still outstanding accounts receivable, including any incidental fees, to be applied as payments, and we hereby accept this assignment.

If the Buyer should default, it shall be obliged, as soon as we request that it do so, to deposit the goods in a place still to be determined by us, in order to secure our property rights, or to send them to an address to be determined by us!

#### TRACEABILITY:

1. Deliveries ex warehouse  
100% traceability via a DIN 50049-3.1 B or EN 10204-3.1 B inspection certificate is available, upon request, for the following products: aluminum panels, aluminum rods and steel.  
Requirements: When ordering the goods, the Customer must stipulate that an inspection certificate or extract be delivered with the goods.
2. Delivery ex works:  
In general, 100% traceability can be guaranteed for all aluminum and steel products delivered ex works. Here, too, it is necessary to request an inspection certificate when ordering.

#### PRODUCT LIABILITY LAW:

We comply with all the obligations imposed on us by the Austrian Product Liability Law.

#### CHANGES:

We reserve the right to make technical changes and price changes.