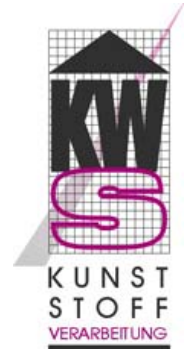


General Terms and Conditions from 2009-01-01

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1. Legal validity of the General Terms and Conditions of Sale, Delivery and Assembly

Our deliveries and services are, without exception, made based on the following conditions which are deemed to be accepted by the placing of an order. Terms and Conditions of Purchase of our contractual partners are not binding for us.

2. Conclusion of Agreements

Our offers are always subject to confirmation. The agreement will only be deemed to be concluded after issue of our written order confirmation.

3. Prices, Services, Material and Dimensions

Prices, services, material and dimensional data shall only be legally binding if our they have been explicitly referenced in our order confirmation. Prices are valid based on the costs which are determined upon conclusion of the Agreement. Changes of personnel and transport costs as well as material prices occurring until the time of delivery will also change the agreed price on a pro-rata basis. All defined prices are net prices, plus legal value added tax which shall be born by the buyer. The prices are ex works Jenbach (INCOTERM 2000). Inconsistencies of the surface resulting from the material or inconsistencies due to professional repairs may not be the object of complaints. Furthermore, the contents of ÖNORM prevail for us. Dimensions may be changed for craft reasons and may thus not be the object of complaints. If individual dimensions must be complied with exactly, this shall be stated separately in advance.

4. Small Quantity Surcharge

In case of an order value below € 250.00, a manipulation charge of € 15.00 shall be deemed to be agreed.

5. Delivery Time

The delivery time stated which must always be regarded as being an approximate time will only start after the final clarification of all technical and commercial delivery matters. The compliance with the delivery time depends on the compliance with all services of the customer which must be rendered before the delivery. Force majeure and other impediments in the production, delivery and assembly which can neither be foreseen nor controlled by us nor by our sub-contractors will result in a prolongation of the delivery time without the customer being entitled to derive any claim therefrom. In case of a delayed delivery which we are responsible for, the customer is entitled to request compliance or to terminate the agreement if a reasonable grace period to be stipulated has expired unsuccessfully. Other claims for any title may not be asserted.

6. Fulfilment

The delivery shall be deemed to be fulfilled:

- For deliveries ex works upon the sending of the notification of readiness for shipment;
- For deliveries including assembly; upon termination of the assembly work. If the departure from the delivery plant, the start or the realisation of the assembly is delayed without our fault, the time of sending of the notification of readiness for shipment shall be deemed to be the time of fulfilment.

7. Transfer of Risk

The risk will be transferred to the customer ex works. If the shipment is delayed due to a fault by the customer, the risk will already be transferred to the customer at the date of readiness for shipment.

8. Liability for Defects

Complaints may only be taken into consideration if we receive them in written form by certified mail within 5 days after receipt of the goods. The goods must always be inspected before their installation. Complaints regarding material which has already been installed may no longer be accepted. Further claims like damages, penalties for delay and similar may not be considered. The special notes sent to the customer shall be observed and complied with, otherwise not liability may be assumed.

A claim for price reduction, for withholding of payments or material or for termination of the agreement are not applicable.

Any liability according to the Product Liability Law shall not be applicable, unless we have been named in writing as manufacturer or importer within the reasonable time of 14 days after the event of damage and if we have received this naming in copy by certified mail within this period.

As long as the customer does not fulfil the agreed payment obligations, we are not obliged to remedy complaints. We are neither obliged if our work is affected by unauthorized repair work by the customer.

In case of justified complaints, we may, at our sole discretion, either repair the goods or deliver a replacement.

9. Payment

The order shall only be final if we have received at least one third of the purchase price as a pre-payment, unless otherwise agreed. Unless otherwise agreed, all invoices shall be paid without delay at the stated time of payment. Any set-off – for any reason – is inadmissible.

In case of late payment, the normal bank interests plus 3 % shall be payable as interests on arrears and all reminder and collection expenses shall be borne by the customer. The taking of checks or bills of exchange which has been mutually agreed in advance may not be accepted in place of payment and shall only have the effect of discharge of debt if the check or bill of exchange has been cashed and if no return debit has been made. Any and all expenses in connection with bills of exchange shall be borne by the customer.

10. Retention of Title

We reserve the title in the delivered goods until the complete payment of all obligations by the customer. Therefore, the goods may not be pledged, thus the customer is obliged to assert our title of ownership vis-à-vis third parties and to inform us immediately in case of any claim. In case of sale of the goods for resale by the customer, the purchase price request of the customer shall be assigned to us to the amount of our request (extended retention of title).

11. Place of Fulfilment, Applicable Law, Jurisdiction

The place of fulfilment for deliveries and payments shall be the main seat of our company.

Any disputes arising from the contractual relationship shall be settled by the competent court for Jenbach and are subject to Austrian law. However, we reserve the right to file actions at the seat of the customer.

Special Terms and Conditions for Assembly Work

The sending of our technical personnel the selection of which we reserve based on the data received from the contractor about the work to be realised will be made after the explicit request by the customer.

The customer is responsible for the compliance with the local safety regulations and shall inform our personnel about any and all dangers upon conclusion of the agreement and take out an respective insurance.

The customer shall immediately inform us of any and all accidents of our personnel.

Material and tools necessary for the realisation of the work shall be provided by us. The costs of their transport to the place of work shall be borne by the customer.

The customer shall, in due time, make all preparations and take all measures regarding personnel and material which are necessary for the orderly, undisturbed realisation of the works and the unhindered completion thereof both before the agreed start of the assembly work and during realisation thereof and he shall bear the resulting costs and the risk. The customer must provide electricity and water free of charge. Any and all preparation work to be carried out by the customer must be finished until the agreed start of the assembly work.

The customer shall take care of all work equipment and vehicles of the assembly personnel and shall be liable regarding the time period until the completion of the assembly work or until the removal and transport of the work equipment and vehicles and shall be liable regarding the risk, excluding force majeure, of damage, destruction and loss thereof.

The following rates will be charged for the duration of the provision of our assembly personnel beginning with the departure from Jenbach until the arrival in Jenbach:

Engineer/hour	€	100.--
Master/hour	€	65.--
Skilled worker/hour	€	60.--
Unskilled worker/hour	€	40.--
Extra hours until 7 pm or on Saturdays	€	+ 50 % surcharge
Extra hours beginning at 7 pm until 6 am, or hours on Sunday/Public Holiday	€	+ 100 % surcharge
Assembler/hour incl. living allowance	€	60.--
km with company car	€	0.60/km
km with company delivery van	€	0.85/km
km with company small truck	€	0.85/km

Night work domestic country

according to effort

Night work foreign country

according to effort

If special difficulties arise during the work (e.g.: extremely dirty work conditions) we reserve to demand a surcharge of up to 100 % to the normal hourly rate.

The following individual conditions form the basis for the calculation according to the mentioned rates:

- Preparation, travelling and path times will be deemed to be work hours and will be invoiced as effectively accrued hours. Any standing, waiting and path times caused by the customer will be deemed to be work hours and will be invoiced separately.
- The time sheets signed by the respective supervisory body competent for the respective work place will be used for the calculation of the working time, this applies without any restriction unless such are stated on the time sheet in a clear manner. Basis for the daily working hours is a 40 hour week, evenly distributed to the 5 days from Monday to Friday. The normal working hours of 8 hours per day range from 6 am to 7 pm. Within this period, every working hour exceeding these 8 hours will be deemed to be an extra hour. Working hours from 7 pm to 6 am shall be deemed to be night working hours.
- Living allowance for assemblers or money allowed per day and night will be invoiced according to calendar days where travelling and working days as well as Sundays and public holiday are treated the same way.
- Public holidays shall be those holidays which are officially recognized as such in the area of the Republic of Austria.

Any additional expenses accruing during the delegation of our technical personnel like costs for public transportation, taxi costs, telephone calls, etc. will be invoice to the customer at cost price.

Any additional costs which accrue due to the work of our personnel in a foreign country due to the laws and regulations applicable in this country (e.g. taxes, levies of all types, etc.) are not included in our prices and must be borne separately by the customer.

Out of scope work not included in the purchase order must be ordered separately by the contractor and will be added to the settlement at the then valid rates.