

1. Offers and Contract Confirmation

- 1.1 All our offers, in all their constituent parts, are without obligation, unless and except to the extent that they are expressly indicated as being binding for a particular period of time. Even during any such engagement period, we shall still be entitled to amend our offers.
- 1.2 Contracts shall only come into being by virtue of our written confirmation, whether by post, telefax or e-mail, and shall only become effective for us from this time forth.
- 1.3 For the customer the contract shall be binding by signing.
- 1.4 The customer shall be bound by its order. The customer may only cancel its order with our consent and only after reimbursing us for all costs incurred by ourselves and – at our option – also for any loss of profit. At least 20% of the purchase price.
- 1.5 Even if we have issued a contract confirmation, the agreement shall only be binding upon us if no objections are raised to it by governmental or other public bodies. In such cases, we are entitled to cancel the agreement without compensation of any kind.

2. Prices, Payment Conditions and Security

- 2.1 Subject to a specific deviating agreement, all prices shall be ex RINGER's warehouse, excluding packaging, freight, customs duties and insurance, plus value-added tax at the statutory rate. Packaging material is not returnable.
- 2.2 In the event of an increase in materials and raw material prices, wages and salaries and production costs between the conclusion of the contract and the date of delivery, Ringer KG shall be entitled to increase its prices in line with the aforesaid increase in the case of ongoing and continuous obligations.
- 2.3 Ringer KG shall be entitled to credit incoming payments from the Customer against older debts first of all and shall inform the Customer of the corresponding accounting treatment. If costs and interest have been incurred, Ringer KG shall be entitled to credit the payment to costs, then to interest charges and finally to the main claim.
- 2.4 Bills of exchange and cheques shall only be accepted as conditional payment and only after prior express agreement on Ringer KG's part. Discounting charges and bill expenses shall also be for the account of the Customer in the absence of a separate agreement and shall be payable with immediate effect.
- 2.5 6. If the Customer is in delay or if a cheque is dishonoured or if a bill of exchange is protected, Ringer KG shall be entitled to make the whole outstanding claim due for immediate payment. Ringer KG shall then be entitled to make all valid claims arising from the business relationship with the Customer due with immediate effect.
- 2.6 Only counterclaims which are undisputed or which have been established by declaratory judgement shall entitle the Customer to off-set the relevant amounts. Retention rights shall be excluded in all cases.
- 2.7 Ringer KG shall not be obliged to provide guarantee or contract performance securities, especially contract performance guarantees.
- 2.8 Invoices shall not be subject to cash discounts unless expressly agreed otherwise.
- 2.9 Payments shall be due upon receipt of the relevant invoice. If rent is payable, the invoice shall be issued monthly in advance.
- 2.10 Default interest shall be charged in accordance with Austrian Civil Code and shall be equivalent to at least 8 percent p.a. above the base interest rate.
- 2.11 The Customer may only assign claims against Ringer KG- regardless of their type - with the written consent of Ringer KG.
- 2.12 Ringer KG shall be immediately informed of any pledges or any other interferences by third parties.

3. Packing

- 3.1 Packing will be charged. Packaging material is not returnable. (ARA licence Nr. 7030).

4. Delivery Periods, Part Deliveries and Force Majeure

- 4.1 Ringer KG shall basically make every effort to comply with the specified delivery periods. Particulars regarding a delivery period shall nonetheless be basically non-committal. Exceeding any such delivery period shall only give rise to statutory default consequences if the Customer has previously set Ringer KG a reasonable period of grace in writing and if the aforesaid period of grace proves to be abortive.
- 4.2 Ringer KG shall be entitled to make part-deliveries subject to any expressly deviating agreement.
- 4.3 The right of the Buyer to reject a further performance of the contract after the end of the period of grace on account of delayed deliveries shall not be affected thereby.

**Terms and conditions of sale and delivery
of Ringer KG Austria, reg. at Wels Provincial Court as company Nr. 26043 z**

- 4.4 If RINGER is unable to perform its obligations after the conclusion of the contract as a result of the occurrence of unforeseeable and unusual circumstances which could not be avoided despite all the reasonable care to be expected in the relevant circumstances of the particular case, especially production stoppages, operational sanctions and interventions, delays with the delivery of major raw materials and energy supply difficulties, etc., the delivery period shall be extended in line with the aforesaid effects. If delivery is impossible on account of the aforesaid circumstances, Ringer KG shall be released from its delivery obligations and commitments. The aforesaid ruling shall also apply accordingly in the event of lock-outs and strikes.
- 4.5 If the aforesaid impediments last longer than one month, both parties shall be entitled to withdraw from the contract with regard to the unfulfilled part thereof. Compensation claims by the Customer shall be excluded in such cases. Ringer KG shall only be entitled to invoke the aforesaid circumstances if it immediately informed the Customer of the aforesaid circumstances immediately after their occurrence.

5. Transfer of risk, Warranty and Damage Compensation

- 5.1 The risk shall pass to the Customer as soon as the consignment has been handed over to the transport company or as soon as it has left Ringer KG's works, but at the latest 14 days after notification by Ringer KG of its readiness to despatch.
- 5.2 The warranty period shall be according to Austrian Law, commencing on the date on which the goods arrived at the customer's. (provided that this letters payment obligations have been fulfilled). After this period has elapsed, our warranty obligations shall cease.
- 5.3 The inspection and complaint notification obligations of the Customer shall be based the Austrian Commercial Code. In the event of larger delivered quantities of the same goods, the whole delivered batch may only be rejected as defective if the defects were established by means of a recognized and representative sampling test procedure. The Customer shall notify any complaints immediately in writing (on the delivery note if possible).
- 5.4 Warranty claims of the Customer shall be statute-barred one year after the transfer of risk.
- 5.5 The right to effect any changes in the design or quality which do not impede the proper functioning of the products shall be reserved and shall form no basis for warranty claims. Normal wear and tear by use of the products shall give rise to no warranty claims.
- 5.6 If Ringer KG has examined an alleged warranty case and if it transpires that Ringer KG has no liability obligation, the Customer shall bear the costs incurred by Ringer KG in the aforesaid respect.
- 5.7 Ringer KG shall only be liable for breaches of contractual and extra-contractual obligations in cases of wilful intent or gross negligence, limited to the typical damages foreseeable when the contract was concluded. The aforesaid limitations shall not apply in the event of a culpable breach or major contractual obligations insofar as the attainment of the purpose of the contract is endangered, in cases of mandatory liability under the Product Liability Act and physical damages. The rulings on the burden of proof shall not be affected by the aforesaid. If Ringer KG's liability is excluded or limited, this shall also apply to the personal liability of salaried employees, wage-earners, employee representatives and vicarious agents of Ringer KG.
- 5.8 Ringer KG's products may only be assembled in accordance and in compliance with the relevant assembly and usage instructions. Any use of Ringer KG's products together with components of the Customer or components other manufacturers shall be exclusively at the risk of the Customer. Liability on the part of RINGER in the aforesaid respect shall be excluded.
- 5.9 Regardless of the basis of the claim, Ringer KG shall only be liable for property and financial damages and personal injuries within the scope of its existing liability insurance. The cover amount for personal injuries and property damages is
€ 1,85 million.

6. Payment

- 6.1 The place of performance for all payments shall be Regau, Austria, even in cases where the delivery of the goods or other services is effected – in accordance with the agreement – at some other place.
- 6.2 All payments must be made in cash or into our account at either Oberbank AG or Hagebank Vöcklabruck.
- 6.3 The payment must be made without deduction upon receipt of the invoice, unless otherwise agreed in the agreement and/ or in the contract confirmation.
- 6.4 If a payment is not made by the agreed deadline, interest will be charged at a rate of at least 8 percent p.a. above the base interest rate (2.10), together with all expenses and costs incurred. In this case, we shall be entitled to make the delivery of the goods to the customer, and/ or the completion of work in progress, conditional upon the receipt of prepayment of the agreed price, or of bank security for such payment, or to withdraw from the agreement altogether. If the customer should default on a payment, this shall render all agreed delivery dates null and void.

7. Reservation of Proprietary Rights

- 7.1 The goods supplied shall remain our property until such time as the agreed purchase price, and any incidental charges, have been paid in full. Until the passage of title, the customer is not entitled to resell or pledge the goods, or otherwise to hand them over to third parties, without our consent. If the goods are trespassed upon by third parties, the purchaser is obliged to inform us immediately and to give us the opportunity of asserting our title to the goods. Such assertion of our ownership shall, at any event, be at the customer's expense. Our title shall also still stand in cases where the Object of delivery has been mixed, combined, processed or otherwise transformed together with other items of the purchaser's or of third parties.

8. General Remarks

- 8.1 These terms and conditions of Sale, Repair and Delivery shall govern the initiation and termination of all our legal transactions, except as may otherwise be agreed in the respective contract confirmation or in other written agreements reached at a later date. They shall also apply analogously to other services performed by ourselves, and in particular to repairs.
- 8.2 All agreements, and any alteration thereto, and all statements that have to be made by reason of the agreements that have been concluded, shall only be effective if made in writing. For this purpose, statements made by telefax or e-mail shall satisfy the requirement for the written form.
- 8.3 General conditions of business of the customer's shall only be effective for us if we have expressly confirmed, in writing, that these shall be effective. Any exclusion of our Terms and Conditions, and any alterations to them by the purchaser, shall only be effective if we have given our express written consent thereto.
- 8.4 Pursuant to § 35 Sect. 1 of IPRG (the Austrian Private International Law Act) and to Art. 3 Sect. 1 of the European Convention on the Law Applicable to Contractual Obligations, all contracts and contractual relationships and the validity of this Terms and Conditions shall be governed exclusively by Austrian law, to the exclusion of UN commercial law.
- 8.5 If any provision – or any part of any provision – of these Terms and Conditions of Sale, Repair and Delivery should be, or become invalid or void, this shall have no effect upon the validity of the remaining provisions.