

General Terms and Conditions of Sale for Ribe-Subcon GmbH

All deliveries made and services carried out by Ribe-Subcon GmbH shall be exclusively governed by the following terms and conditions of sale. Ribe-Subcon does not accept and herewith explicitly rejects any conflicting terms in any purchase order or other document submitted by the Client. Any deviation made or requested by the Client from any offer made by Ribe-Subcon shall only be binding upon Ribe-Subcon's acceptance in writing.

1. Price and Payment Terms

- 1.1 Except as may be otherwise agreed in writing, all prices shall be "Ex works" supplying facilities of Ribe-Subcon address in Dornbirn. "EXW / Incoterms 2000 excluding value added tax and packaging.
- 1.2 Payments to Ribe-Subcon shall be made without offset or deduction (and free from any charges, fees , 30 days after receipt of invoice.
- 1.3 If the applicable payment date and/or payment period is not complied with by the Client, Ribe-Subcon shall be authorized to charge and invoice the Client without need of any particular notification to this effect – with an annual finance charge of 6 % above the then current base interest rate set by the European Central Bank, of the past due balances, but in no event less than an annual finance charge of 10 % together with all other costs.

2. Deliveries

- 2.1 The agreed periods or dates of delivery of the goods or services shall be automatically extended for such period of time as Ribe-Subcon is prevented from or delayed in complying with its obligations by causes outside of Ribe-Subcon's control, including, without limitation, act of God, accident, fire, earthquake, flood, explosion, strike, transportation delay, shortage of raw material, energy or machinery. Should delays extend to more than one month, the Client has the right to cancel the order. All production costs up to such a date will be born by the Client. The Client shall not be entitled to any other compensation and / or remedy with respect to the so cancelled order. Ribe-Subcon reserves the right to make partial delivery.

3. Transfer of Risk

Except as may be otherwise agreed in writing , the risk of loss to the goods in transit shall be transferred to the Client " Ex Works supplying facilities of Ribe-Subcon (EXW – Incoterms 2000).

If Ribe-Subcon has undertaken through written agreement to this effect to ship the goods to the Client, the risk of loss to the goods in transit shall be transferred to the Client upon delivery to the first carrier.

4. Retention of Title

- 4.1 Ribe-Subcon reserves full title in and property to all goods until such time as the Client has fully paid all and any amount owed to Ribe-Subcon as a result of or relation to respective order.
- 4.2 The Client shall forthwith notify Ribe-Subcon of any seizure, confiscation or the imposition of any other form of rights on the goods to the benefit of third parties (wether by contract or operation of law) until the Client has performed in full all of its obligations hereunder.

5. Default, Defects, Warranty, Indemnification

- 5.1 If the Client suffers damages as direct result of an intentional default of Ribe-Subcon to deliver the goods or perform the services when due, the Client shall be entitled to claim and receive from Ribe-Subcon, as liquidated damages, a financial compensation at the rate of 0,5 % of the price of the goods or services in delay per full week of delay, but in no event more than 5 % of the price of respective goods or services. In no event shall Ribe-Subcon be liable for any delay in delivery or performance caused by negligence.

Immediately upon the delivery of goods, the Client shall thoroughly inspect the goods. Any damages, defects or other non-compliance with order that the Client notices as a result of such inspection shall the Client notify Ribe-Subcon within 48 hours after delivery.

In cooperation with the Client, Ribe-Subcon decides if the defected goods will be replaced or repaired. The cost of replacement or the cost of repair will be the responsibility of Ribe-Subcon.

- 5.2 In order to give Ribe-Subcon the possibility to correct defects or to replace defective parts, the Client shall grant Ribe-Subcon a remedy period of not less than 14 calendar days.
- 5.3 In no event shall Ribe-Subcon be liable to the Client for any misuse, abuse or any other improper use of the goods or for modification of the goods. In case of misuse, abuse or any other improper use of the goods, the Client shall hold Ribe-Subcon and its directors and employees harmless from all damage, costs and liabilities that may occur as a result of improper use of goods. The costs and expenses for Ribe-Subcon on such a misuse of goods shall be born by the Client.

- 5.4 Any remedies or rights of the Client other than those specified herein above, are herewith excluded. In particular, but without limitation, Ribe-Subcon shall in no event be liable for the Clients loss of profits, goodwill, use the goods, time, inconvenience or other consequential or incidental damages.
- 5.5 If Ribe-Subcon has designed, developed or manufactured the goods on the basis of or considering construction data, drawings, models, or other recommendations of the Client, then Ribe-Subcon shall in no event be held liable for the correctness, fitness for purpose or other aspects that may derive from such data or recommendations of the Client.

6. Law Applicable and Venue

Any dispute arising out of or in relation to a given order shall governed by and construed according to the provisions of the English version of the UNCITRAL- Convention on the International sale of Goods dated April 11th 1980 as amended by the provisions of these general terms and conditions of sale. Should the Convention not apply to a given order, or should the provisions of the Convention not apply to certain aspects, then the material laws of Austria shall apply.

In case of disputes arising out of transactions the exclusive legal venue shall be the competent Austrian Court of jurisdiction in Feldkirch Vorarlberg, Austria.

Dornbirn, Austria on 1st February 2007