

**GENERAL**  
**TERMS AND CONDITIONS OF SALES AND DELIVERY**  
**of INTREC VRL GmbH (FN 161079 g)**  
**valid as of 10/2012**  
(in the following „GTC“)

**§ 1**  
**SCOPE OF APPLICATION**

- 1.1 The following conditions apply to all contracts concluded with INTREC.
- 1.2 Deviating terms or conditions from the Purchaser become effective only when confirmed in writing by INTREC.
- 1.3 Any deviations from these terms and conditions must be made in writing. Any legally binding declarations on the part of INTREC may be exclusively made by the management.

**§ 2**  
**CONCLUSION OF CONTRACT**

- 2.1 Offers are, unless not expressly declared otherwise, non-binding and subject to confirmation.
- 2.2 Orders from the Purchaser are considered accepted when they have been confirmed in writing by INTREC. The execution of the contract is also considered as acceptance of the contract; in this case, the invoice sent by INTREC is considered as order confirmation.
- 2.3 Should there be any deviation between the content of the order and the content of the order confirmation, the content of the order confirmation becomes effective as the contractual agreement.

**§ 3**  
**PRICES**

- 3.1 The prices are to be understood plus value added tax, valid at the time of delivery, as well as any customs duties and charges.
- 3.2 Differences in quantity up to 5 % more or less shall be deemed to be approved and do not represent an entitlement to price adjustments. Product-related loss in weight during transport will be borne by the Purchaser.

**§ 4**  
**CONDITIONS OF PAYMENT,**  
**DEFAULT INTEREST**

- 4.1 Unless otherwise expressly agreed, invoices are to be paid within 14 days from the date of invoice, net, with no deductions for expenses and discounts.
- 4.2 With regard to purchase price claims, INTREC is entitled to demand advance payments or payments on account without specifying reasons. In such a case, the goods will not be delivered until the advance payment or payment on account has been received.

**§ 5**  
**DELIVERY, TRANSPORT,**  
**DEFAULT OF ACCEPTANCE**

- 5.1 Unless no other arrangement has been agreed upon expressly in writing, delivery of the goods will be made from the place of acceptance notified by INTREC (EXW - ex works). Should acceptance of the goods on the agreed date not take place, or take place partly, the Purchaser will compensate INTREC for all handling and storage costs arising therefrom.
- 5.2 If INTREC arranges the transport of the goods, the following will apply:
- 5.2.1 The choice of carrier will be made at the best discretion of INTREC, in the absence of any written arrangement stipulating otherwise, however, without liability for the cheapest and fastest transport.
- 5.2.2 INTREC shall be entitled to reasonable partial deliveries.
- 5.2.3 Unless not expressly agreed otherwise in writing, the delivery and unloading times, named by INTREC, are non-binding.
- 5.2.4 Delays in delivery due to cases of force majeure or because of unforeseen exceptional events beyond the control of INTREC release INTREC for the duration of the events occurring from the obligation of adhering to delivery or unloading times agreed upon.
- 5.2.5 The Purchaser is obliged to accept the goods upon delivery at the place of destination during normal business hours. INTREC will be reimbursed for any expenses or costs arising from non-acceptance. In such cases, INTREC is additionally entitled to arrange for storage of the goods at Purchaser's cost.
- 5.2.6 The goods will be transported at the risk of the Purchaser in any case. Risk of accidental loss or accidental deterioration of the goods passes over to the Purchaser once the goods are taken over by the carrier.

**§ 6**  
**QUALITY**

- 6.1 INTREC guarantees that the goods are of the quality agreed upon. The quality agreed upon is based on the product specifications expressly agreed upon by the contractual parties or on those product specifications

provided by INTREC. The technical data sheets provided by INTREC shall apply.

- 6.2 Minimal deviations in quantity and deviations in quality not affecting the agreed use of the goods, or only insignificantly affecting, shall be deemed to be approved.

**§ 7**  
**REQUIREMENT TO GIVE NOTICE OF DEFECTS**

- 7.1 The Purchaser is obligated to inspect the goods immediately upon collection or receipt in terms of quantity, weight and packaging and to note any objections on the delivery note or freight papers as well as perform quality control at least on a random basis and representative checks and to inspect the goods to ensure that they are free from defects.
- 7.2 Notices of defects must be made in writing and by providing a justification immediately after the defect becomes apparent, and, for defects not immediately apparent, immediately after their detection. Notices of defect must be made at the latest within two weeks after acceptance or after goods have been delivered.
- 7.3 The Purchaser is in any case obliged to keep the goods under query available for inspection by INTREC or its authorised agent.

**§ 8**  
**WARRANTY**

- 8.2 In justified cases of warranty, the Purchaser has the right to request a price reduction. Notwithstanding this, INTREC retains the right instead, to repair the goods queried or to replace them.
- 8.3 The Purchaser has no further rights and claims. In particular, INTREC is not liable for compensation for damages payable to the Purchaser for non-fulfilment or incorrect fulfilment, unless the goods delivered by INTREC lack a guaranteed feature and INTREC is liable for gross negligence or intent.
- 8.4 Claims based on product liability are expressly excluded – insofar as they are not subject to statutory liability.

**§ 9**  
**RETENTION OF TITLE**

- 9.1 The goods delivered by INTREC remain their property until complete payment of all receivables has been made to INTREC by the client.
- 9.2 The Purchaser shall be entitled to sell the goods being subject to retention of title within the ordinary course of business. If goods, that are subject to retention of title by INTREC, are processed or inseparably mixed with other goods, INTREC becomes entitled to co-ownership of the new items or new stock, based on the ratio of the invoice value of the goods delivered by INTREC that are subject to retention of title, to the invoice value of the other goods.
- 9.3 INTREC is entitled to issue written revocation of the Purchaser's authority to sell or process the goods, if the Purchaser is in default with his obligations towards INTREC, especially in cases of delayed payment or if other circumstances become known which make the Purchaser's creditworthiness appear doubtful.
- 9.4 If the Purchaser acts in a way contrary to contractual obligations, especially in cases of delayed payment, INTREC is entitled to collect the goods subject to retention of title located with the Purchaser. All costs and expenses arising from collection and return of goods will be borne by the Purchaser.

**§ 10**  
**ASSIGNMENT OF CLAIMS**

The assignment of claims, which the customer is entitled to against INTREC, requires the express written consent of INTREC.

**§ 11**  
**FINAL PROVISIONS**

- 11.1 The place of performance is A-6890 Lustenau.
- 11.2 The laws of the Republic of Austria shall apply. The application of the International Sale of Goods Act is excluded. This also explicitly applies to the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 11.3 The place of jurisdiction is A-6800 Feldkirch.
- 11.4 If one or more provisions in these general terms and conditions are null and void or should become null and void, the validity of the remaining provisions shall remain unaffected thereby.