

General Terms and Conditions of Sale and Delivery

General:

These terms and conditions of sale, delivery and payment (terms and conditions) shall be part of, and apply to, all contracts concluded between Metecno Trading GmbH and a customer on the delivery of Metecno building units.

Any other conditions or agreements shall be binding only if expressly accepted and confirmed in writing by Metecno Trading GmbH. Diverging terms and conditions of customers shall not be accepted by Metecno Trading GmbH, even if Metecno Trading GmbH does not explicitly object to them.

A contract shall be entered into only after written order confirmation or at delivery of goods by Metecno Trading GmbH.

Offers:

Offers made by Metecno Trading GmbH shall not be binding and shall remain the property of Metecno Trading GmbH together with all related enclosures and samples, dimension specifications and descriptions; they may neither be duplicated nor made available to third parties without the approval of Metecno Trading GmbH. They may be reclaimed at any time and shall be returned without further invitation if the order was placed elsewhere. The drawings, dimension sketches and similar enclosed to the offers shall not be binding.

The measurements described in the offer may differ according to later construction drawings, provided that the contract itself is not modified thereby and the modified contractual product is not to the disadvantage of the customer.

Prices:

Unless otherwise agreed, Metecno Trading GmbH shall be bound to prices expressly agreed in writing for a period not exceeding three months, with effect from the conclusion of the contract. Price deviations within a range of plus/minus 10% of the originally agreed price shall be accepted by customer after this period of time.

Manufacture/Bill of Material:

Manufacture of the building units shall be carried out according to customer's bill of material.

Metecno Trading GmbH may issue the laying drawing and the bill of material against reimbursement of costs. The laying drawing must be checked by customer or his agent and authorised for manufacture by signing.

Calculation:

The basis for calculation shall be the bill of material. If building units need to be arranged so as to overlap, the overlapping part shall be apportioned to the respective unit and the full length of the unit shall be charged.

Dates of Delivery:

Details on delivery dates shall not be binding for Metecno Trading GmbH. At all events, Metecno Trading GmbH shall make an effort to stick to the indicated dates.

Delivery will take place at the earliest four weeks after the plans have been authorised by customer.

Damage claims resulting from delay in delivery shall be excluded unless such delay has been effectuated due to intent or gross negligence by Metecno Trading GmbH.

Unforeseen Circumstances:

Force majeure, sanctions and intervention by authorities, or similar unforeseen circumstances shall release Metecno Trading GmbH from accepting orders or fulfilling contracts already entered into.

Packaging:

In principle, Metecno Trading GmbH delivers its products unpacked.

On customer's request, the products may be packed but packaging will be extra charged. Packaging shall be done with utmost care and the packaging material will not be taken back.

Tolerances – Technical Characteristics:

Profiled sheeting and insulated panels are manufactured in accordance with the AIPPEG design guidelines (AIPPEG = Italian Association of Panels and Ribbed Items Manufacturers). Technical information will be published in our catalogues and advertising material and we reserve the right to modify them any time without prior notice. Customer consents to acknowledge the tolerances quoted in our catalogues and technical sheets.

Storage at Factory:

Metecno building units ready for shipment shall be stored without charge for a period not exceeding two weeks, with effect from the stipulated delivery date. After expiry of this term, a storage fee of **EUR 0.20/m²** and commenced calendar month shall be charged.

Transport Risk:

Metecno building units shall be dispatched at customer's risk. Risk shall pass to customer as soon as the consignment has been handed over to the person or company carrying out the transportation.

Apparent damages in transit shall be announced to the forwarding agent immediately at the acceptance of goods, indiscernible damages in transit shall be announced in writing within 6 days at the latest.

Shipment:

Freight costs shall not be included in the panel price. Metecno Trading GmbH shall be entitled to choose the means and route of transportation to its best judgement.

The prerequisite for delivery to the point of use shall be its accessibility by the transportation means. The costs of unloading shall be borne by customer and he shall also be responsible for providing appropriate staff and equipment for unloading.

Charges for standing times of the transportation vehicle caused by delays in unloading shall be borne by customer.

Warranty, Liability:

Metecno Trading GmbH assumes warranty in accordance with **§ 14 part B of the VOL (Verdingungsordnung für Leistungen** = Regulation on the Award of Public Contracts). The statutory period of limitation for warranty claims shall be two years from delivery.

Slight divergences or variations customary within the trade regarding quality, weight, height, thickness, width, shall be admissible and shall not be defined as defects.

Divergences in colour on external metal-sheets within one consignment shall be permissible up to a maximum of 0.7 NBS (light shades) and up to a maximum of 2.0 NBS (dark shades), respectively.

In subsequent deliveries within two years, a tolerance of up to a maximum of 3.0 NBS (light shades); 5.0 NBS (medium shades); or 7.0 NBS (dark shades) shall be permissible.

For divergences on internal metal-sheets no warranty will be granted.

Warranty shall be assumed and valid under ordinary non-aggressive aerial conditions, excluding damages which result from particular physical/climatic or chemical exposures, incorrect installation or poor design and durability of the substructure. A distance of at least 250 m to the sea/ocean must be observed.

In the event that during the warranty period corrosion should appear at the goods which Metecno Trading GmbH sells in accordance with the provisions stated above, Metecno Trading GmbH shall restore corrosion protection by appropriate measures of its own choice. This participation may reach an amount of up to three times the original coating costs and shall be reduced adequately, depending on the time at which the defect occurred. Metecno Trading GmbH does not assume any guarantee for metal surfaces without coating, except for the usual standards, and no guarantee is assumed with respect to overhauled manufactures. For manufactures not professionally installed or appropriately dispatched, processed and stored or for manufactures implemented with additional parts not in accordance with our original product specification (like inappropriate fixing systems, inadequate completion parts, and so on), any claim under guarantee shall expire.

This warranty shall not include accessory items like gates, doors, windows, curbs etc. Metecno Trading GmbH assumes warranty for such accessory items towards the customer in accordance with the legal provisions set out in the Civil Code.

All complaints must be notified in writing (by registered letter) to Metecno Trading GmbH within 6 (six) days from delivery. After expiry of this term, any claim under guarantee regarding quality defects or disparities in material shall expire. Complaints must be clearly described and Metecno Trading GmbH shall be granted the right to comprehensive inspection of the defects. The faulty products must be kept ready for inspection by customer, upon his responsibility, in the condition in which they were delivered, and must not be further processed by customer until inspection has been carried out; failing this, Metecno Trading GmbH shall be released from guarantees. In case the delivered goods prove inadequate for their intended use they shall be replaced by other manufactures at the agreed place of delivery. Customer shall not be entitled to rescind the contract, even in case of proven defects, or to withhold the contractual payments. Any liability of Metecno Trading GmbH for direct or indirect defects shall be excluded. Metecno Trading GmbH shall be liable for damages resulting from tortious act, breach of contract, or breach of contractual obligations only in case of gross negligence. Apart from that, such damage claims shall be excluded.

Setoff; Assignment:

Customers shall not be entitled to offset due payments against their own claims towards Metecno Trading GmbH unless such claims are uncontested or have been found to be legally binding and due. Customers shall neither be entitled to withhold due payments resulting from other contractual relationships. Any assignment of customer's claims towards Metecno Trading GmbH shall be excluded.

Payment Terms:

Payment terms shall be stated in writing on the order form; such form shall be executed by customer for confirmation.

The due payment dates shall be calculated with effect from the invoice date. In case of delayed payment – after 30 days – all amounts owed shall be subject to legal default interest at 8 % points above the base rate according to § 352 UGB (Austrian Business Code).

If payment by accepted bill of exchange has been previously agreed upon, the costs for the bill of exchange (discount, commission, and stamp duties) shall be borne by the customer.

Payments shall always be credited to the longest-unsettled balances plus accrued default interest owed by customer.

Rescission:

Metecno Trading GmbH shall be entitled at any time and without reminder to rescind the contract if customer's economic situation has substantially deteriorated and the fulfilment of customer's contractual obligations is considerably at risk.

The rights of Metecno Trading GmbH as stated in paragraph 1 above shall be valid also if the prerequisites mentioned therein did already exist at the time of the conclusion of the contract but have not been known to Metecno Trading GmbH.

Retention of Title/All-Monies Clause:

Metecno building units shall remain the property of Metecno Trading GmbH also after delivery, until all claims of Metecno Trading GmbH towards customer, on whatever legal grounds, have been fully paid up (in case of settlement via cheque or bill of exchange until encashment of same). Customer shall be entitled to resell Metecno building units to third parties even prior to complete payment in the course of his ordinary business operations; customer shall, however, not be entitled to pledge or assign as security Metecno building units prior to complete payment to Metecno Trading GmbH. Customer's right to resell may be revoked by Metecno Trading GmbH any time as far as the units have not yet completely become the property of customer.

If customer fails to properly fulfil his duties and obligations out of the concluded contract Metecno Trading GmbH shall be entitled at any time to regain its property at customer's expense and customer shall expressly undertake to return it to Metecno Trading GmbH. Retention of title shall remain effective also in case that Metecno building units have already been processed and/or mixed. In such case, Metecno Trading GmbH shall acquire joint ownership in the proportion of the effective invoice value of the Metecno building units to the invoice values of the other materials. Customer shall assign to Metecno Trading GmbH all receivables resulting from the sale, processing, converting or blending of Metecno building units in which Metecno holds title.

Customer shall undertake to notify Metecno Trading GmbH immediately on any impending or already existing impairment of its title resulting from the all-monies clause, e.g. global assignment or legal enforcement, and to notify the third party about Metecno Trading GmbH's title.

Applicable Law; Place of Jurisdiction:

Governing law shall be the law of the **Republic of Austria** under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980.

Place of performance und exclusive place of jurisdiction – also for judicial proceedings restricted to documentary evidence and such relating to bills of exchange – shall be Vienna.

Applicability:

The present General Terms and Conditions shall be valid as from 1st of July 2008.

Vienna, July 2008