

GENERAL CONDITIONS OF SALE AND DELIVERY
of BULMOR airground technologies GmbH (Version: 30.9.2010)

1. Contractual Relationship

We, BULMOR airground technologies GmbH, FN 310908 v, sell all goods, such as in particular machines, accessories, spare parts, operating materials and other goods, and perform all deliveries and render all services to our customers exclusively on the basis of the below Conditions of Sale and Delivery. These Conditions of Sale and Delivery also apply to all our sales and deliveries to the customer in the future. We object to any and all conflicting business conditions of the customer already existing or existing in the future.

These General Conditions of Sale and Delivery do not apply to deliveries and/or services to consumers.

Our offers as well as all our indications in our offers, price lists, catalogues, announcements, advertising documents, in the internet and the like are always without obligation unless we declare the binding character separately and expressly in writing.

A binding delivery or service obligation vis-à-vis our customer only arises with our express written acceptance, including mailings by e-mail, of the written order of our customer whereby also internet-orders of the customer about goods offered by us via the internet are covered. The customer is bound to its order for 30 days from the day on which we have received this order. In case, thereafter, our order confirmation or other declarations deviate from the order of the customer, the customer is obliged to notify us this deviation immediately in writing.

2. Conditions of Delivery

The goods ordered have to be collected by the customer from the agreed place during the business opening hours within 8 calendar days after the notice of readiness for delivery. The delivery is made "ex works" (INCOTERMS 2010). The risk of accidental destruction, of accidental loss and/or of accidental damage of the goods is transferred to the customer at the beginning of the loading, however, at the latest after expiration of the 8 days of the collection period. We are not obliged to load the goods onto the means of transport collecting the goods. Only in case of a particular express written agreement, we are sending the goods to the customer. The sending is always made "ex works" at the expenses of and, from the beginning of the loading, at the risk of the customer. The place of loading, the carrier, the kind of sending and the way of sending is exclusively determined by us. The same applies if the goods are delivered or sent by one of our suppliers directly to the customer. We are not liable for loading and/or transport damages, of whatsoever kind, except in case of our gross negligence or our intent in connection with the damage. A transport insurance is only concluded at the particular request of the customer.

We endeavour to comply as best as possible with agreed delivery dates. However, we never warrant or guarantee delivery dates. We are entitled to deliver in parts. Any complication as regards the delivery including delays in delivery on our suppliers' side entitle us to extend the delivery period or to partly or wholly rescind the contract. Claims for damages of the customer because of delayed or omitted delivery are excluded except in case of our gross negligence or our intent in connection with the delay or the omission of the delivery.

If the customer is in default of acceptance or, in case of a pre-payment obligation, in default of payment or if it does not comply with obligations to co-operate, the risk of accidental destruction, loss and/or damage of the goods is herewith transferred to the customer. We are entitled to claim from the customer compensation for all disadvantages accruing from the default of acceptance or the omitted/late co-operation of the customer. We are entitled to demand from the customer compensation for all disadvantages accruing from the default of acceptance, default of payment or the omitted/delayed co-operation of the customer. Furthermore, we are entitled in such a case at our own discretion to store the goods at the risk and expenses of the customer and/or to rescind the contract partly or wholly giving at least 8 calendar days prior notice. In case we rescind the contract wholly or partly, the customer is obliged to pay us a contractual penalty in the amount of 30 % of the gross price of the goods affected by the rescission which penalty is independent from the existence or the proof of a damage and is furthermore obliged to compensate us for all damages and disadvantages beyond the contractual penalty which we incur as a result of the rescission.

3. Prices

Unless otherwise indicated, any and all price information is to be understood as net-prices "ex works" plus costs for packaging and the legal value added tax. Any rebates or discounts to the list prices granted/promised to the customer are always only valid under the condition of full and timely payment of all invoices.

In case the customer instructs us to load and/or to send the goods, the customer bears any and all costs accruing in connection with the loading and/or the transport, such as in particular costs of freight, of a possible transport insurance, our processing as well as any charges, including import and export duties.

4. Conditions of Payment

We are at any time entitled to invoice the agreed consideration for the delivery/rendering of the service and/or to demand partial prepayment and/or securities for payments (e.g. bank guarantees, bank credits) even if this is not expressly agreed. In case of an order of the customer via the internet, the customer is obliged to pay the whole consideration net without deduction and free of charges latest at delivery of the good.

Unless otherwise agreed, all invoices are promptly due for payment net without deduction and free of charges. Payments shall only be deemed to be effected when booked to our account. Place of fulfilment of any payment obligation is the seat of our undertaking.

Erroneously wrong indications in our offers, order confirmations or invoices do affect neither the full payment obligation of the customer nor the term of payment. Erroneous excess payment of the customer will be corrected by us by the way of credit notes.

We are not obliged to accept bills or cheques. In case we accept a bill/cheque, this is always only accepted on account of payment but not in lieu of payment. The customer has to reimburse us for all costs in connection with the encashment.

The default interests in case of default in payment amount to 1 % per month. If the legal default interest rate is higher, we are entitled to claim the legal default interests. In case of default in payment, the customer has to bear all costs for reminders, collection agencies as well as for extrajudicial and judicial debt collection by attorneys at law in the amount determined in the tariff.

In case the customer is in default with even only part of a payment, the legal consequences in case of default apply; beyond that, we are entitled at our own free discretion

- to rescind partly or wholly all contracts not yet fulfilled, in which case the customer has to pay us a contractual penalty in the amount of 30 % of the gross price of the goods affected by the rescission which penalty is independent of a fault and of the existence or the proof of a damage and is furthermore obliged to compensate us for all damages and disadvantages which we incur as a result of its delay and/or our rescission; and/or
- to claim from the customer the compensation for all disadvantages in connection with the delay and a possible rescission; and/or
- to defer/retain the own obligations until receipt of the outstanding payment; and/or
- to extend appropriately our term of delivery; and/or
- to declare immediately due all our open claims vis-à-vis the customer resulting from whatever contract ("Terminsverlust"); and/or
- to immediately charge the customer for all rebates/reductions granted/agreed by/with us on all still unpaid orders of the customer.

5. Prohibition of Set-Off and Retention

The customer is not entitled to retain its payment obligations vis-à-vis ourselves, for whatsoever reason and in whatever amount, and/or to set them off against its own possible claims vis-à-vis ourselves.

6. Reservation of Title

Goods delivered remain our property until receipt of the entire payment of the purchase price, including all costs and interests to be borne by the customer.

The customer is obliged to store the goods under reservation of title with the diligence of a reasonable business man separate from other goods and is obliged to appropriately insure these goods at its own expenses against all risks. The customer has to indicate our property by obvious labelling on the goods under reservation of title themselves as well as to record it also in its books in an appropriate form.

Already now, the customer assigns to us all claims from insurance contracts concerning the goods under reservation of title.

If the customer is a distributor, it is entitled to sell the goods under reservation of title within the scope of its ordinary business operations. The selling does not result in the loss of our property. In case of composition or mixing with other goods not in our property, co-ownership arises in the proportion of the sales prices. The entitlement of the distributor to sell shall be deemed to be revoked in case of a default in payment without requiring any further declaration from our side. At our request, the distributor has to notify us the buyer/s of the goods under reservation of title. Already now, the distributor assigns to us all of its claims which arise from the sale vis-à-vis third parties.

The customer has to store incoming money from assigned claims separate from its own money and has to transfer it immediately to us at maturity of the purchase price claim. The customer has to record these assignments in its books, including its open item list and has to indicate this visibly on its invoices.

The customer is prohibited to pledge, to transfer the property as security or to process or sell or to dispose of in any other way as agreed herein the goods under reservation of title or the claims assigned to us prior to the complete payment of the purchase price plus ancillary claims.

The customer has immediately to notify us of measures of judicial execution and other measures affecting our legal position as owner of the goods under reservation of title. The customer has immediately to object to such measures referring to our property in the goods under reservation of title.

In case of its default in payment, the customer is obliged to return to us at our request the goods in our property plus the respective documents. If the customer does not comply with this obligation we are entitled to independently collect the goods under reservation of title from the custody of the customer, including the entering of the premises of the customer, the opening of doors and buildings. The customer waives already now the right of any objection against such measures. The collection of the goods by us does not mean itself a rescission of the contract or a waiver of the right to complete payment of the purchase price. The customer reimburses us for all costs accruing in connection with the collection of the goods under reservation of title.

7. Maintenance, Service, Repair

The customer is obliged to timely arrange at its own expenses the proper performance of all maintenance, service and inspection work as well as immediately all necessary repair work prescribed and/or recommended in the product descriptions through us or through an authorised qualified repair shop named by us as regards goods under reservation of title, hired goods as well as in case of credit and/or leasing purchase and generally to treat such goods carefully and to refrain from all measures which could influence the value of the goods.

If the customer breaches even only one of these obligations we are entitled to arrange ourselves the maintenance work at the expenses of the customer or to rescind the contract.

8. Warranty, Guarantee, Liability, Indemnity

In case we grant the customer guarantee for the goods delivered by separate declaration, the following provisions on warranty/liability/indemnity shall therefor apply without exception unless the guarantee agreement/declaration differs therefrom expressly and in writing in particular provisions. Any and all warranty rights of the customer beyond that are excluded for these goods vis-à-vis us. In case of used machines, any and all warranty claims of the customer are excluded vis-à-vis us.

Any indications about dimension, weight, quality and amount as well as quality samples of the goods are only binding if we have covenanted this separately expressly in writing. Such indications generally only serve as product descriptions and are no covenants about a particular character and/or a particular nature. We do not warrant the usability of goods for particular purposes of the customer. As regards goods which we produce on the basis of specifications of the customer, the warranty is restricted to the accomplishment according to the specifications. We are not obliged to examine the specifications provided by the customer as to their content and do therefore also not warrant their feasibility or usability. Even in case of proved unfeasibility or impracticality, the customer is obliged to pay the agreed price.

For products manufactured by third parties, we are only liable within the scope of the warranty granted by the respective manufacturer itself.

The customer is obliged to notify in writing obvious defects immediately after receipt of the goods, hidden defects immediately after their detection, in any case with a detailed description of the defect. If the customer omits this immediate notification any and all warranty rights of the customer with regard to these goods are excluded.

The warranty period amounts to six months and starts with the day of the handing over of the good to the customer, its representative or the carrier. In case of default of acceptance of the customer, the warranty period starts with this default of acceptance. The customer has to claim the legal consequences of the warranty before the Court by legal action or judicial plea within the warranty period, otherwise the warranty rights of the customer are excluded. The extrajudicial notification of a defect does not extend the above period for the assertion of warranty rights by legal action and/or plea.

The customer has to send back to us defective goods at its own risk and at its own expenses. At our own free discretion, we repair the goods or provide the customer with replacement goods free of defects. A right to price reduction or cancellation of the contract is excluded.

We do not assume warranty obligations with regard to the following defects:

- a) any and all defects in connection with ordinary wear and tear and/or with regard to wear parts (seals, lubricants, etc.);
- b) any and all defects of a good with regard to which the prescribed maintenance and services were not performed properly, professionally and/or timely in accordance with the maintenance instructions, operation manuals and/or documentations;
- c) any and all defects in connection with use not conforming to the intended purpose, use in contradiction to the operation manuals and/or otherwise improper use and/or overloading of a good, violence, lack of diligence or harmful treatment or in connection with a bad general condition of the good;
- d) any and all defects in connection with the use of unsuitable operating materials or operating materials not prescribed in operation manuals and/or documentations;
- e) any and all defects in connection with late or improper repair or in connection with the use of unsuitable or inadmissible repair material, in particular in case of non-observance of the instructions contained in the operation manuals and/or documentation;
- f) any and all defects in connection with unauthorised changes to the goods without our prior written consent;
- g) any and all defects in connection with unauthorised accessories mounted to the goods without our prior written consent;
- h) any and all defects of parts or in connection with parts which are provided by the customer or by a supplier determined by the customer for the purpose of mountings or accessories;
- i) any and all defects of parts or in connection with parts which were not acquired from us;
- j) any and all defects in connection with force majeure, such as in particular thunderstorm, flooding, freezing and other elementary events;
- k) any and all defects in connection with improper transport, theft or other behaviour of third parties;
- l) any and all defects, as long as the customer is in default in payments due to us.

Beyond that, any and all liability, in particular for the goods delivered by us, repair, maintenance, advices, trainings and/or transports is excluded unless we have caused the damage through our intent or through our gross negligence. Notwithstanding the foregoing, a compensation for pure damage to property, consequential damages, indirect damages, losses or lost profit is in any case excluded. The product liability for damages to goods which the customer predominantly uses within its business is

excluded. In any case, our overall liability per business case, under whatsoever legal title, is, as regards the amount, limited to the respective price of the goods.

9. Intellectual Property Rights

We are not liable and do not warrant that the goods delivered by us do not encroach upon intellectual property rights of third parties.

If we produce goods on the basis of construction instructions, specifications or other instructions of the customer, the customer holds us harmless against all claims of third parties resulting therefrom because of alleged encroachment into third party intellectual property rights.

The copy right and all other intellectual property rights in connection with the goods, as well as with the plans, drawings, samples, models, catalogues, illustrations and the like remain our sole property.

10. Designations on the Object of the Purchase

The customer has to ensure that all labels and designations, in particular the designation of origin, model number, safety and operation notices and the like affixed to the goods, remain undamaged and well visible. Any and all labelling and designation by the customer of the goods delivered may only be implemented after our prior written consent.

11. Data Protection

We are entitled to collect, to save and/or to process as well as to transfer to third parties, in particular to other affiliated companies and, if necessary, to official authorities, also cross-border, all data of and about the customer which we have received in connection with the contractual relationship.

12. Miscellaneous

We are entitled to assign our delivery obligations to other affiliated companies.

Amendments to these general conditions require an express agreement in written form in one document with the signatures of both parties to the contract. This also applies to the deviation from this formal requirement itself.

All mutual declarations of the parties to the contract are only valid in written form sent to the address lastly notified to the other party to the contract or by confirmed acceptance of the declaration.

In case individual provisions of these Conditions of Sale and Delivery should be and/or become inadmissible or invalid, the admissibility and validity of the other provisions of these conditions are hereby not affected. The parties to the contract undertake to agree on an admissible and valid provision in lieu of the inadmissible and/or invalid provision whereby the intended purpose is achieved as close as possible in a legally admissible way.

13. Place of Jurisdiction and Applicable Law

Unless otherwise expressly agreed in writing, the courts having jurisdiction for 1010 Vienna, Austria, shall have exclusive jurisdiction of first instance for all disputes in connection with the valid conclusion of the contract and/or with the fulfillment of contractual obligations. If such disputes arise with customers which have their business seat in a state which is not member of the European Economic Unit, such disputes shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with these Rules excluding the jurisdiction of state courts, whereby place of the arbitral proceedings shall be Vienna and the language to be used in the arbitral proceedings shall be German.

Unless otherwise expressly agreed in writing, the contract shall exclusively be governed by Austrian Law excluding its reference provisions. The applicability of the UN-Sales Convention is excluded.