

In these General Terms and Conditions of Sale and Delivery, LITE GmbH is hereinafter called the "Seller" and its contractual partners "Buyers".

1. Applicability and Form

1.1. These General Terms and Conditions of Sale and Delivery shall apply exclusively to transactions with companies for all present and future orders placed with the Seller, regardless of whether such orders are confirmed in writing or not. If a written agreement between the Buyer and the Seller exists, its provisions shall supersede the provisions of the General Terms and Conditions of Sale and Delivery in the event of any contradictions between the two.

1.2. These General Terms and Conditions of Sale and Delivery, including this provision, may only be altered or amended by way of a written instrument signed by both parties. This clause also applies to each individual case.

2. General Terms and Conditions of the Buyer

General terms and conditions of the Buyer shall not be applicable if they are in contradiction with these General Terms and Conditions of Sale and Delivery, or with the agreement referred to in Point 1.1. above. Once the present order is confirmed, any general terms and conditions of trade of the Buyer shall therefore be deemed rejected with regard to the order at hand, and with regard to all future orders.

3. Offer and Conclusion of Contract

3.1. Unless a different term has been stated in the offer, the Seller shall be bound to its offer for a term of one month from the date of the offer. The time when the Seller receives the offer shall be decisive for the timeliness of the declaration of acceptance.

3.2. The Seller reserves the right to refuse to conclude the purchase contract, despite the punctual receipt of the declaration of acceptance; otherwise, it shall send the Buyer an order confirmation, at which point the purchase contract shall enter into force. Specific features of the merchandise or any other conditions in deviation from the Seller's offer that are contained in the declaration of acceptance, shall only become an integral part of the contract provided they have been explicitly mentioned in the order confirmation.

3.3. The content of the confirmation of the order shall be deemed approved unless the Buyer objects within 24 hours after receipt thereof.

3.4. Should the Buyer wrongfully withdraw from the contract or refuse to fulfil the contract, the Seller shall be entitled to a contractual penalty of one third of the invoice value less the VAT, regardless of fault. Such penalty shall not be subject to judicial right of mitigation. In addition, the Seller shall be entitled to any and all other remedies, e.g. fulfilment, default interest or damages in excess of the penalty.

4. Incoterms

In the absence of an agreement to the contrary, the terms and clauses employed herein shall be construed according to the Incoterms issued by the International Chamber of Commerce in Paris in the version being in effect at the date of concluding the respective sales contract.

5. Price

Should the Seller's bases for calculation increase prior to the day on which the merchandise is made available for shipment, the Seller shall be entitled to raise the prices accordingly, regardless of whether or not any advance payments have been made.

6. Exchange Rate

Prices in foreign currency are based on the mean rate at the Vienna Stock Exchange on the day of issuing the confirmation of the order. If the exchange rate to the euro varies by more than 5 %, the Seller shall be entitled to withdraw from the contract.

7. Delivery and Passing of the Risk

7.1. The terms and dates of delivery given by the Seller are non-binding. However, the Seller shall make all reasonable efforts to meet such terms and dates, depending on the geographical location of the Buyer.

7.2. Unless the place of the passing of the risk is determined by duly agreed Incoterms, the risk shall pass to the Buyer on the provision of the merchandise for shipment.

7.3. Premature delivery by the Seller is admissible.

7.4. Should the Buyer consider a delivery to be faulty or not properly carried out, the Buyer shall notify the Seller by registered letter, granting a reasonable period of grace of at least 30 Austrian business days from the receipt of such notification by the Seller. If the Buyer has to collect the merchandise, it shall do so on the stated date of delivery. The Seller shall be notified of the said collection at least two Austrian business days prior to the day of collection, stating the name of the carrier, the number of the truck, and the quantity to be collected. The truck shall report its readiness for loading within the collection hours stipulated by the Seller. An appropriate collection order duly signed by the Buyer must be presented. The Seller shall not be responsible in any respect whatsoever with regard to the vehicles used. In the event of faulty collection, the Seller shall be entitled to charge the Buyer reasonable storage costs for the merchandise, and to claim any and all damages in excess thereof. However, the Seller shall be under no obligation to store the merchandise.

7.5. If it is agreed that the merchandise shall be delivered in partial amounts upon request of the Buyer, default on the part of the Buyer with respect to the request of delivery of a partial quantity shall, even without regard to any fault on the side of the Buyer, entitle the Seller to withdraw from the contract at its discretion with regard to the respective partial quantity, or with regard to any quantities that are still open, without granting a grace period.

8. Notification of Defects, Remedy of Defects, and Liability

8.1. Notifications of defects shall only be effective if communicated to the Seller immediately after the arrival of the merchandise at the contractually agreed site, but at all events no later than eight calendar days thereafter. Defects which cannot be discovered within the term of eight days despite a painstaking examination must be notified immediately upon discovery, but at all events no later than four weeks after the arrival of the merchandise. Notifications shall be deemed timely if received by the Seller in writing within the aforementioned deadlines. Notifications of defects must state the nature and extent of the specific defect. Notifications of defects shall be void unless the Seller or its agents are given a reasonable opportunity to examine the merchandise in question.

8.2. If no notification of defects is made within the aforementioned deadlines, or if a provision stated under Point 8.1. above is breached, all claims shall expire, regardless of their legal basis, e.g. warranty or damage compensation.

8.3. Should the parties fail to reach a friendly settlement, the Buyer shall initiate legal action with respect to its alleged claims within six months of the receipt of the merchandise, otherwise the said claims shall expire.

8.4. The allegedly defective merchandise may not be returned to the Seller without the Seller's prior written consent.

8.5. The Seller offers no warranty whatsoever with respect to any merchandise that does not meet the Seller's quality standards.

8.6. The Seller does not offer any warranty for defective packaging, a specific delivery date or a specific delivery time.

8.7. In case of a justified notification of defects, the Seller may at its discretion reduce the price, exchange the merchandise or refund the purchase price.

8.8. The Seller shall only be liable in excess thereof in accordance with mandatory law. This shall apply to liabilities of any kind, including liabilities under product liability law. Should the Seller be directly held liable by a third party, the Buyer shall hold the Seller harmless and indemnify it to the extent to which the Seller is free of liability under this provision. Any and all damage claims asserted by the Buyer shall be limited to the invoice value. Claims exceeding this amount shall not be admissible. Points 8.1. through 8.6. above apply accordingly.

9. Payment

9.1. The Seller's invoices, including invoices for partial deliveries, are to be paid in cash without deduction on the due date, in such way as to ensure that such payment shall be credited to the Seller's bank account without any deduction, on or before the fourth Austrian business day after the due date.

9.2. Checks and bills of exchange will be accepted by the Seller only in accordance with a special agreement and on account of payment. The Buyer shall bear all the costs thereof. The Seller shall not be obliged to use, redeem, protest, etc. the said checks or bills.

9.3. In the event of default of payment, the Seller shall be entitled to default interest in accordance with Section 456 of the Austrian Commercial Code (UGB).

9.4. In the event of any default of payment, regardless of whether or not the Buyer is to blame for it, the Buyer shall reimburse the Seller for any and all collection expenses, e.g. costs of sending reminders, costs of investigators, attorney's fees, legal costs, etc.

9.5. The Seller shall not be obliged to make any delivery on grounds of any open contract before all overdue invoices have been paid in full, including default interest and collection expenses. The Seller shall also be entitled to demand collateral security for the purchase price before delivery.

9.6. In the event of default of payment, any and all bonus agreements shall become void. In the case of credit entries or rebates with respect to goods, the Seller shall be entitled to claim an amount equal to the sale price less VAT, valid at the time of the conclusion of the contract, for which the credit entry or rebate was granted.

9.7. The Buyer shall be obliged to make payment even if it has made a notification of defects, or had no opportunity to examine the merchandise before the due date. The Buyer may not discharge claims of the Seller by way of counterclaim (offsetting). Nor shall any withholding of payments by the Buyer be admissible.

9.8. In the event of default of payment owed by the Buyer to the Seller regarding the present order or any earlier or later order, regardless of fault, all claims of the Seller shall immediately fall due in full, and the Seller shall be entitled to demand payment thereof without reminder and without granting a grace period. The same shall apply if insolvency proceedings are started with respect to the Buyer's assets, or an application to start such proceedings is denied for lack of sufficient funds, or if the preconditions for starting such proceedings or for denying such an application are met, or if the Buyer ceases to make payments, or fails to honour checks or bills of exchange it has given, on their respective due date. In such cases, the Seller shall also be entitled to withdraw from any and all contracts, and to claim damages for non-fulfilment.

10. Reservation of Proprietary Rights

10.1. The delivered merchandise shall remain the property of the Seller until full payment of the purchase price and all subsidiary claims.

10.2. The Seller likewise reserves proprietary rights to any and all merchandise already paid for by the Buyer and still in the Buyer's custody, with respect to any and all open claims of the Seller, subject to applicable mandatory law.

10.3. Until the claims of the Seller have been fully discharged, any resale of the merchandise shall only be admissible in the normal course of business. The merchandise may therefore neither be pledged nor collateralised to third parties, nor otherwise disposed of in any unusual way.

10.4. The Buyer shall moreover assign to the Seller its purchase price claims with respect to every resale, regardless of whether or not this is admissible under Point 10.3. above, until full discharge of the Seller's claims, and the Buyer shall take all the necessary steps to ensure that such assignment is also effective with respect to third parties. Such claims shall be deemed assigned to the Seller as of the time when they first come into force for the Buyer.

10.5. In event of the processing, mixing or combining of merchandise, the Seller shall acquire co-ownership. The extent of such co-ownership shall correspond proportionally to the ratio of the invoice value of the

merchandise delivered by the Seller to the invoice value of the other material.

10.6. Should any merchandise or claims that belong to the Seller under these provisions be seized or otherwise subject to any third party rights, the Buyer shall immediately notify the Seller thereof and shall provide the Seller with all the information necessary to enable the Seller to assert its rights. The Buyer shall bear any and all costs in connection therewith.

10.7. In the event of default of payment, regardless of fault on the part of the Buyer, the Seller shall be entitled to reclaim the merchandise to which it has reserved proprietary rights. The Seller shall also be entitled to repossess the merchandise without the Buyer's consent. The Buyer shall waive any claims in this respect, especially on grounds of forbearance or unlawful entry. Any such taking back of the merchandise shall only be for security reasons and shall not constitute any withdrawal from the contract on the part of the Seller.

11. Force Majeure

Acts of God (force majeure) shall release the Seller from its contractual obligations for a term of two months after the said acts of God have come to an end. The Seller shall be entitled to withdraw from the contract as long as force majeure is in effect. Should delivery be delayed for more than three months as a result of such circumstances, the Buyer shall be entitled to withdraw from the contract with respect to the part of the delivery thereby affected. Force majeure shall apply if circumstances prevail for which the Seller is not culpably responsible, and which make it impossible to fulfil the order completely. The Seller shall be free to use any residual capacity and in making deliveries.

12. Data Processing

The Buyer shall explicitly consent to the storage and processing of any personal data that the Buyer discloses to the Seller or that become known to the Seller in the context of its business activities, as well as to the passing on of such personal data to third parties with whom the Seller must necessarily have contact in the course of its activities. The Buyer shall furthermore take note in advance of the fact that such personal data will not be erased until the expiry of the longest applicable limitation period. Finally, the Buyer shall explicitly consent to the sending of unencrypted e-mails.

13. Severability Clause

Should any provisions of these General Terms and Conditions of Sale and Delivery or of the Purchase Contract be found to be invalid or unenforceable in a specific jurisdiction, this shall not affect the said provisions in other jurisdictions. The remaining provisions shall, at all events, not be affected. For the jurisdiction in question, the parties shall agree to automatically replace the invalid or unenforceable provisions with other valid and enforceable provisions that most closely reflect the commercial purpose of the original provisions.

14. Governing Law

These General Terms and Conditions of Sale and Delivery, the purchase contract, and the entire business relationship between the Buyer and the Seller shall be governed by and construed in accordance with the laws of Austria, however UN sales law shall not apply.

15. Place of Performance

The place of performance for the delivery shall be determined by the agreed Incoterms. In absence of an agreement, the place of performance shall be the place from where the merchandise is shipped by the Seller. Waidhofen/Ybbs, Austria, shall at all events be the place of performance for payment.

16. Legal Venue

The competent court of Waidhofen/Ybbs, Austria, shall have exclusive jurisdiction to hear and determine any disputes between the parties that may arise out of or in connection with purchase contracts, including any disputes concerning the valid conclusion of purchase contracts, and the pre-effects or after-effects of contracts. The Seller shall furthermore be entitled to bring a legal action against the Buyer at any location where the Buyer has a registered office, a branch office or assets.