

**Terms and Conditions of Delivery and
Payment
of GKN Service Austria GmbH**

I. Offer and conclusion of the contract

1. All contracts of delivery are subject to the following Terms and Conditions of Delivery and Payment insofar as they are not explicitly modified in writing or excluded. Any terms of the Purchaser only apply insofar as they are expressly recognised in writing by the Supplier. Any verbal collateral agreements must be confirmed in writing to be valid.
2. Unless otherwise agreed, all offers are not binding and subject to change without notice; this particular applies to any quoted prices.
3. Plans, drawings and other technical documentation, samples, catalogues, brochures, pictures, and similar remain the property of the Seller. They may only be used, reproduced, disseminated, and shown with the explicit permission of the owner.

II. Prices

1. Unless otherwise agreed, all prices are ex works, exclusive of packaging and other expenses. Boxes used for dispatch are provided free of charge on loan. They must be returned to us ex works within four (4) weeks, failing which they will be charged at cost price.
2. As far as possible, we provide detailed estimates for repairs and installations; however, they are not binding.

III. Payment

1. All amounts are in euros and are to be paid immediately on receipt of invoice without deduction. Any individual payment terms are subject to special arrangements. Payment is deemed effected on the day on which the amount paid is credited to the account of the Supplier. If the payment term is exceeded, and notwithstanding the assertion of further legal consequences, the defaulting party shall be subject to payment of any debt collection costs and/or legal expenses for issuing notices to pay in addition to bank interest for

default of at least 1% p.m. The Purchaser agrees that, in the event of default, interest is to be capitalised until the date of the hearing, and debt collection expenses added to the accrued capital.

2. Notes and cheques are only accepted on account of payment. Any applicable discount charges are to be borne by the Purchaser.
3. Payments are to be effected in cash without any deductions. Payments may not be withheld or set off against any counterclaims of the Purchaser disputed by the Supplier.
4. If the Purchaser does not meet his contractual obligations, especially his payment obligations, or if he suspends payment altogether, the total remaining debt shall become due, even in the case of notes with later due dates.
5. The Purchaser is not entitled to withhold or set off payments based on warranty claims or other counterclaims that are not acknowledged by the Seller.

IV. Delivery

1. The risk passes to the Purchaser at the latest upon notification of readiness of the goods for dispatch. In the absence of any specific instructions, the goods are dispatched with the method that appears most suitable to the Supplier in the case of delivery ex works for and on account of the Purchaser. Shipping insurance is only ensured by the explicit request and at the expense of the Purchaser.
2. The agreed delivery times are only binding if expressly stated; they begin to run as of the date of the order confirmation. They are subject to the Purchaser's fulfilling his contractual obligations, especially with regard to adherence to agreed payment terms, as well as timely receipt of all documents to be provided by the Purchaser. If delivery times are exceeded, the Purchaser may cancel the contract insofar as the binding delivery date is exceeded by more than four weeks and after fruitless expiry of a reasonable additional period of time for delivery; any damage claims are excluded.
3. In the event of unforeseeable events during production and other

- impediments lying beyond the Supplier's control, like in the case of force majeure, the Supplier shall have the right to withdraw from the contract or to postpone delivery by the duration of the hindrance upon setting a reasonable lead time. Such events cannot either be attributed to the Supplier if they occur during an already existing delay in delivery.
4. In case of returns or incorrect orders, 15% processing fees will be charged.
 5. Returns of new, old, and faulty parts are only accepted for freight paid deliveries to our works.

V. Acceptance of returned old parts

1. Unless otherwise agreed on an individual basis, the Purchaser may, on the terms specified in the following, return any products to us, whose sale is conditional on a deposit ("old parts") and which are in a processable condition, against payment of the deposit amount, and transfer ownership of the same to us.
2. The Purchaser may only return as many old parts within twelve months as he acquired similar new parts from us during the same period. By the Purchaser's request, we can provide an overview of the new parts purchased and of the already returned old parts.
3. The Purchaser must ensure that only old parts within the meaning of Number V.1. are returned, failing which we reserve the right to charge him the shipping costs.

VI. Reservation of title

1. The supplied goods remain the property of the Supplier until full payment of any current and future receivables out of the business relationship with the Purchaser; in the case of outstanding invoices, until payment of the account balance. The Purchaser must keep and store the goods separately and take out insurance against damage caused by fire, water and theft. The retention of title is not voided through processing of the supplied goods or by joining or mixing them with other things. If the goods cannot be isolated or divided, the

- Supplier becomes the joint owner of the newly produced thing in proportion to the value percentage of the goods at the time of processing (and/or joining and mixing).
2. As long as the goods are subject to reservation of title, they may only be sold or processed during the ordinary course of business. Other dispositions, especially pledging, assignments by way of security, or any other surrender of the goods to third parties, are not allowed without the written consent of the Supplier. Upon occurrence of the conditions under Number III/4, the Purchaser shall lose his right to sell or process the goods subject to retention of title and safekeeping. In this case, the Supplier is entitled, even upon maintenance of the purchase agreement and payment obligation of the Purchaser, to request the surrender of the goods, upon exclusion of any rights of retention, to dispose of the goods at will, under the supervision of the Purchaser and upon safeguarding his interests, and to add the proceeds of the sale to the purchase price owed. All costs arising as a result of the surrender and utilisation of the goods are to be borne by the Purchaser.
 3. In the event of creditors asserting claims against the Purchaser, especially in the case of a seizure of the goods, the Purchaser must inform the Supplier immediately via registered mail. The Purchaser shall bear the cost for any cure of such intervention, especially if proceedings are initiated, insofar as it cannot be borne by the opponent.
 4. Insofar as the legal system of a country into which the delivery items are to be exported, especially stipulates that special requirements are to be met by the creditors of the Purchaser as a prerequisite for the validity of the reservation of title, the Purchaser must make every effort to generate the reservation of title immediately, and to ensure that it remains in force until payment of the total purchase price. Any associated costs incurred in this connection are to be borne by the Purchaser.
 5. If the legal system of a country into which the delivery items are to be

exported does not allow any reservation of title, we are still entitled to reserve other rights to the delivery items, in which case we may exercise any rights of this type. The Purchaser undertakes to participate in any measures taken to ensure the protection of our ownership rights and other rights to the delivery items.

VII. Statutory period of limitation

1. All claims of the Purchaser on whatever legal grounds become statute-barred after 12 months. Any claims due to intent or malicious conduct as well as any claims under the Product Liability Act are subject to the respective statutory periods. The statutory periods also apply to building defects or to delivery items used in buildings in accordance with their customary intended purpose and causing them to become defective.

VIII. Warranty provisions

1. The duty of inspection and notice of defects on account of faulty or incomplete delivery are subject to the provisions of §§ 377 f HGB (Austrian Commercial Code). Notices of defects must be in writing. If aforesaid regulations were observed, the rights of the Purchaser are to be inferred from Number 2.
2. Under Number 1, the Purchaser may ask for repairs which the Supplier will carry out in his workshop at no cost. The Supplier does not bear the cost for any assembly and disassembly as well as for freight and packaging. The Purchaser may cancel the contract in the case of fruitless expiry of the time set to the Supplier for repairs, and in the event that the Purchaser is no longer interested as a result of the delay. Further rights of the Purchaser, especially rights to a price reduction, substitution, or damages, are excluded.
3. To assert any rights under Number 2, the Purchaser must ask for remedy immediately after detecting the defects; he must previously refrain from using spare parts from an external supplier

and from contracting third parties with the repairs. The Purchaser must fulfil all contractual obligations incumbent upon him.

4. The Supplier is not liable for any difficulties resulting from proprietary right regulations in the case of resale or use of the products of the Supplier. Likewise, he is not liable for damage resulting from excessive stress on the goods purchased.
5. If goods are produced by the Seller based on design specifications, drawings or models of the Purchaser, the Seller shall not be liable for the correctness of construction, rather for making sure that the work was executed in accordance with the specifications of the Purchaser. In such cases, the Purchaser shall indemnify and hold the Supplier harmless in respect of legal proceedings and claims in the case of any infringement of proprietary rights.
6. We expressly do not accept liability for material defects in the following cases: unsuitable and improper use, incorrect installation or commissioning by the Purchaser or third parties, natural wear, incorrect or negligent handling, improper maintenance and unsuitable resources.
7. further more, our terms of warranty provisions are liable for each valid version.

IX. Product liability

The Supplier shall not be liable for any material damage incurred by the Orderer (Purchaser) as an entity.

X. General provisions

1. Should one or several provisions of these terms and conditions and therein agreed covenants be or become invalid or unworkable, this shall not affect the validity of the remaining provisions. The parties agree to replace the invalid or unworkable provision with a provision that comes closest to the original economic purpose and intent of the contract.
2. This contract is exclusively subject to Austrian law. The agreed place of jurisdiction and the place of performance is Vienna. We are further entitled at our discretion to sue the

Purchaser at his principal or secondary place of business or at the place of performance.