

GENERAL TERMS OF SALE, SHIPPING AND DELIVERY (GTC)

of Sonnenschutz GmbH

Section 1 SCOPE OF APPLICATION AND APPLICATION OF GENERAL TERMS AND CONDITIONS

1. These "General Terms of Sale, Shipping and Delivery" (GTC) as well as the relevant ÖNORM standards and other relevant technical standards, in particular standard DIN EN 13659 (shutters, external sun protection) and standard DIN EN 13120 (internal sun protection), constitute part of this contract and apply to all deliveries, services and offers made by our company. These GTC are valid even when we – in the course of an ongoing business relationship – do not expressly refer to them in later contracts, unless otherwise agreed in individual cases.
2. We hereby expressly object to the validity of the Client's terms and conditions insofar as they are at variance with these terms of delivery and payment. They shall become binding for us only if we expressly agree to their validity in writing; in particular, refraining from another explicit objection to the Client's terms and conditions after we have received them does not constitute agreement.
3. Amendments or supplements to these Terms of Delivery and Payment must be in writing to be valid, including a deviation from the written form requirement.
4. If the written form is established as a formal requirement in these Terms of Delivery and Payment, the written form requirement is also satisfied by transmitting texts in electronic form (e.g. e-mail, fax).
5. For contracts with end users, mandatory provisions of the Consumer Protection Act remain unaffected by these GTC.

Section 2 OFFER/ORDER / COST ESTIMATES AND CONCLUSION OF CONTRACT

1. Our offers and cost estimates are always subject to change and not binding. A contract is not deemed to be concluded until we have expressly accepted a written order from the client in writing in the form of an order confirmation.
2. Any documents, e.g. catalogues, brochures, images that may have been provided by us contain only approximate information and descriptions. Our order confirmation is always decisive. Any specifications passed on to us by the client shall be binding only if expressly confirmed by us in writing.
Any changes to the delivery items by due to technical progress are reserved in any case.

Section 3 PROTECTION OF PLANS AND DOCUMENTS / NON-DISCLOSURE

1. Offers and the plans, drawings, designs, sketches, documentation and proposals, delivered with them will remain our intellectual property. Our explicit written consent is required for any further use of these items by the client or by third parties, in particular their disclosure, reproduction, publication and provision, including copying, even in parts.
2. The client has the obligation, without exceptions, not to disclose any of the knowledge he has gained from the business relationship to third parties.
3. Should the client wish to keep the documents listed under point 1., we shall be entitled to charge the client for it.

Section 4 PRICES

1. Our prices apply in EUR ex warehouse (EXW) including packaging, plus shipping and insurance. The suggested retail prices (SRP) of the products are shown in our net selling price lists.
Individually drawn up offers always include net prices without value-added tax.
2. The invoice amount to be paid by the client is calculated as follows, allowing for any discount that may have been granted:
SRP
– discount
= trade price
x quantity
= invoice amount
3. Increases in the price of materials and increases in the cost of personnel which occur between the conclusion of contract and delivery can be passed on to the client. This provision does not apply to goods and services to be delivered or rendered within 3 (three) months after the contract was concluded, unless they are delivered or rendered within the framework of a continuing obligation or an ongoing business relationship.
4. If we agree to subsequent change requests made by the client, we are entitled to – in particular for custom-made articles – invoice the additional cost at our cost rates.

Section 5 PAYMENT

1. Payments must be made, unless otherwise expressly agreed in writing, within 14 days after receipt of invoice without deductions in cash or to one of our bank accounts specified in the invoice.
2. For productions to be custom-made for the ordering party and comparable orders, we are entitled to invoice instalments (payments on account) in the amount of 30% when the contract is concluded and in the amount of another 30 % at the start of production.
3. Counterclaims contested by us or counterclaims not yet declared legally effective shall not entitle the Client either to retention or to offsetting. This does not apply to rights arising from the same contractual relationship for refusal of performance.
4. If the Client defaults on payments or if the Client's creditworthiness worsens significantly after the contract is concluded, all our receivables against the Client shall be due for payment at once, even in the case of deferment of payment and possible collection of bills of exchange or cheques. In this case, we are furthermore entitled to demand prepayment or provision of security, and withdraw from all existing contracts after a reasonable deadline set has passed.

Section 6 DELIVERIES, RISK AND SHIPPING

1. Delivery will be made as agreed when the contract was concluded.
2. Selling prices do not include the costs of delivery, assembly or set-up. In the absence of a separate agreement on transportation or delivery, the actual cost incurred together with a reasonable administrative fee, but at least the freight or cartage costs effective or customary on the day of delivery are invoiced. Shipping shall be effected ex warehouse at the Client's risk even if transportation charges and other costs are at our expense. Goods will be insured by us against damage in transit only at the Client's express written request and at the Client's expense.
3. We reserve the right to choose the shipping method, unless a specific mode of shipment was agreed. Access to the unloading point must be suitable to be driven on by lorries and trailers with a combined weight of up to 38 t. If this condition is not met, the Client shall be liable for all resulting additional charges and any damages. The Client must obtain all official permits, where necessary, in due time and at his own expense, and account for them.
4. Any return of goods is subject to our express written consent. The delivery note and the invoice number must be each time goods are returned. All return shipments shall be made at the Client's risk and expense in any case.
5. The agreed delivery period shall not start until we have determined that all technical and commercial terms are definitively clarified and after all documents necessary for execution have been received. In case of delays lasting up to three months, the Client shall not be entitled to the right of withdrawal from the contract or the right to seek compensation. In case of force majeure, we are not bound to the agreed delivery and performance deadlines.
6. Pallets are invoiced at cost price and can be returned. Disposable packaging cannot be returned. The Client has to ensure that the disposable packaging material is disposed of properly at his own expense.
7. We reserve the right to make partial deliveries. The Client is obligated to accept the goods delivered on the announced date, even if delivery takes place in instalments.
8. Each partial delivery is to be considered an independent legal transaction, unless inseparable objects are involved. If the Client requests only a part of the order placed, we shall be entitled to invoice the goods actually delivered at our list prices. We shall be entitled to invoice the quantities which were ordered but for which delivery was not taken, as well as their disposal and landfill costs, and a reasonable administrative fee in full.
9. If the announced delivery date is delayed by the Client, for whatever reason, the Client must inform us thereof in writing at least 2 days before the announced delivery date, otherwise we shall be entitled to invoice the scheduled working hours.
10. If the Client is a contractor within the meaning of the Austrian Commercial Code, the persons signing the delivery note shall be deemed to be authorised and empowered to accept delivery and confirm receipt from us in any case.
11. We are not obligated to take back sold goods or parts of sold goods or their packaging. Any return of goods requires our prior written consent and the deduction of 25% of the selling price. Custom-made and special productions will not be taken back in principle.
12. Risk, including the risk of accidental loss or accidental deterioration, in the case of collection by the Client as well as when delivery is effected by our company or by third parties, is transferred to the Client upon loading the goods, even if free delivery was agreed as an exception. If shipping or delivery is delayed at the Client's request or due to circumstances which the purchaser is responsible for, risk is transferred to the Client as from the date we were first ready to ship the goods already. Mode of dispatch, dispatch route and packaging are chosen as customary and at the purchaser's expense, at our discretion, if not otherwise specified by the purchaser in writing.

Section 7 RESERVATION OF OWNERSHIP

1. We retain ownership in the deliverable until the invoice is paid and until all claims we are entitled to against the Client which have arisen from the business relationship have been satisfied in full.
2. The Client must take out appropriate insurance coverage for these goods subject to retention of title against theft, damage, ruin and accidental destruction (in particular fire and water) and provide proof of such insurance coverage to us on request. The Client shall inform us as to the whereabouts of the goods subject to retention of title and their storage site, and permit us as well as our agents to access the storage site.
3. The Client shall be entitled to process or sell the goods subject to retention of title in the proper course of business, as long as he has not defaulted on payments to us.
4. If the collateral provided by the Client exceeds our receivables by more than 20 %, we shall be obligated to release the exceeding portion of the collateral to which we are entitled to the Client at the Client's request or at the request of his creditors.
5. The Client must inform us promptly if the goods subject to retention of title or the receivables transferred to us by means of assignments in advance are affected by foreclosure. The Client shall bear all costs and losses.

Section 8 WITHDRAWAL FROM THE CONTRACT IN CASE OF DELAY IN PERFORMANCE

1. The Client shall be entitled to withdraw from the contract only if he has first threatened withdrawal from the contract in writing and setting an appropriate grace period.
2. In case of withdrawal from the contract, the Client shall be entitled to receive compensation only where intent or gross negligence on our part or on the part of our agents has been proven.

Section 9 DEFAULT OF ACCEPTANCE

1. If the Client does not accept the goods which were provided or delivered as agreed upon, or if the Client withdraws from the contract or requests the cancellation of the contract, we can either demand fulfilment of the contract or withdraw from the contract ourselves after setting a deadline.
2. In case of suspension or withdrawal, the Client shall be obligated to pay a cancellation fee of 30 % of the order total or the actual loss incurred, as and how we see fit.

Section 10 WARRANTY and COMPENSATION FOR DAMAGES

1. The Client shall be held accountable for the accuracy and the completeness of any drafts given to us, measurements communicated to us, and other information required for the performance of the contract and the execution of our performance. Any errors in this regard on the part of the purchaser cannot justify deficiency in our performance.
2. Colour and grain deviations in wood, steel, plastic and other natural products are unavoidable and do not entitle the purchaser to give notice of defects, if they are within the normal range of the relevant standards in each case. They are deemed authorised within the scope mentioned in any case.
3. The Client must give notice of obvious deficiencies in our delivery or other performance in writing promptly but within 7 calendar days of the provision of services at the latest. Notice of deficiencies which are not obvious must be given in writing within 7 days of discovery at the latest. Criticised objects must be kept available for inspection by us or by our agents in the condition they were in at the time the alleged deficiency was found.
4. Any deficiencies in our performance that were legitimately claimed shall be corrected by us through improvement. We shall be entitled to choose whether improvement is done by removing the deficiency or by delivering a flawless item. If the defect cannot be corrected within a reasonable deadline set for correcting the deficiency, the Client may withdraw from the contract or reduce the price appropriately.
5. The warranty period is 12 months from the transfer of risk (Section 6 12.). The above provision on the warranty period shall not apply if and when the law stipulates longer time periods for buildings, items for buildings and construction defects.
6. The Client, who has given assurance to his customers, shall have a special right of recourse against us only to the extent that the Client has not entered into any agreements with his customers which go beyond the statutory warranty claims.
7. Any warranty is subject to the proviso that the goods delivered by us is maintained and treated properly. No liability is therefore assumed for damages caused by the following reasons for example: improper use, incorrect assembly or commissioning by the Client or by third parties, natural wear and tear, incorrect or negligent handling, unsuitable operating materials or substitute materials. Modifications or repair work performed improperly by the Client or by third parties without our prior written approval shall cause all warranty rights to expire.
7. Claims for compensation by the Client, on whatever legal grounds, in particular on the grounds of the breach of obligations resulting from the obligatory relation and on the grounds of unlawful act are excluded. This shall not apply in cases of intent or gross negligence, in cases of injury to life, body or health, in cases of liability under the Product Liability Act, in cases of any guarantee given by us, in cases of damage caused by a wrongful breach of material contractual obligations, or in other cases of compulsory statutory liability. Liability for the breach of material contractual

obligations, however, is limited to the reimbursement of the foreseeable loss as per standard contract provisions, unless the party is liable for intent or gross negligence or for injury to life, body, or health. Material contractual obligations within the meaning of the above provision are the respective essential contractual obligations to perform as well as any other (accessory) contractual obligations which could result in endangering the attainment of the purpose of the contract in case of a culpable breach of duty.

Section 11 PLACE OF FULFILMENT AND PLACE OF JURISDICTION, FINAL PROVISIONS

1. The place of fulfilment both for our service performance as well as for the Client's counter-performance is the company headquarters in Vienna, Austria.
2. The place of jurisdiction for all disputes arising from the contractual relationship is the court having jurisdiction *ratione materiae* for the company headquarters in Vienna, Austria.
We are, however, also entitled to file a suit against the Client at the court having subject-matter jurisdiction at the Client's place of business or at his residential address.
3. The Client is hereby informed that we shall store and use the purchaser's personal data exclusively to fulfil our own business purposes and in accordance with the legal provisions on data protection.
4. The law governing the headquarters of our company shall govern the assessment of all legal relationships between us and the purchaser. The application of the international sale of goods law, in particular the uniform Contracts for the International Sale of Goods (CISG), as well as the reference standards of the Austrian legal system, is expressly excluded.
5. Quotations given by way of example in individual provisions of these GENERAL TERMS OF SALE, SHIPPING AND DELIVERY shall not limit the scope of the respective provision.
6. If a part of this contract or of these GENERAL TERMS OF SALE, SHIPPING AND DELIVERY is void, the validity of the contract or of these GENERAL TERMS OF SALE, SHIPPING AND DELIVERY shall remain unaffected.

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