

GENERAL TERMS AND CONDITIONS OF BUSINESS OF "PC Electric Gesellschaft m.b.H."

1. Introduction and Scope

Unless agreed otherwise in writing, the General Terms and Conditions of Business of PC Electric Gesellschaft m.b.H. (hereinafter referred to as "PCE") shall form an integral part of all offers and concluded sales contracts. Any Terms and Conditions of Purchase presented by Customer which deviate from these General Terms and Conditions of Business shall not be accepted.

2. Terms and Conditions of Sale

2.1. Prices

Unless agreed otherwise, all prices shall be net prices ex headquarters of PCE in A-4973 St. Martin, Diesseits 145, excluding freight and excluding all deductions.

2.2. Order and Order Confirmation

All orders placed by Customer with PCE shall be deemed to have been accepted by PCE after written confirmation of the order. Any agreements made with agents and/or representatives shall also require written confirmation of acceptance by PCE, otherwise they shall not be accepted as valid.

3. Time for Delivery

The delivery shall be deemed to have been carried out in due time if the ordered goods have left the plant in A-4973 St. Martin or an agreed distribution warehouse before the expiry of the time for delivery. Times and dates for delivery shall not be binding.

PCE shall be entitled to make partial deliveries and deliveries in advance. Where Customer cancels an order - even where cancellation is justified and is the result of an extension to the time for delivery - the cancellation shall not apply to any partial deliveries or advance deliveries already executed.

4. Place of Performance and of Transfer of Risk

Unless agreed otherwise, the place of performance and of the transfer of risk for all deliveries shall be the plant in A-4973 St. Martin or a distribution warehouse nominated by PCE (Incoterms 2000: ex works PCE plant in A-4973 St. Martin or a distribution warehouse nominated by PCE).

All risks associated with the goods being delivered shall transfer to Customer when the goods are handed over to the freight forwarding company. This shall also apply to partial deliveries.

Unless agreed otherwise, shipment and method of shipment shall be decided exclusively by PCE. PCE shall organize the transportation and shall pay for the costs of the transportation packaging. All other costs, e.g. costs for special packaging, additional costs for small deliveries, freight charges, etc., shall be paid for in full by Customer. Customer shall pay for all customs duties, value added tax, border charges, etc., even where the shipment order is placed by PCE.

5. Invoices and Terms of Payment

Unless agreed otherwise, outstanding debts shall only have been deemed to have been discharged if payment is made to a bank account of PCE. PCE shall be entitled, without having to provide justification, to refuse acceptance of payment by cheque or bill of exchange.

Unless agreed otherwise, all invoices issued by PCE shall be due for immediate payment, without any deductions, as of the date on the invoice.

6. Consequences of Delayed or Refused Performance

Even where PCE accepts an order, PCE shall still be entitled to refuse performance and/or delivery if circumstances come to light or arise after the agreement of the business transaction which cast doubt on Customer's ability to fulfill his obligations in full or within due time.

Customer shall be in default of payment if payment has not been received within the due time. PCE shall not be required to provide special notification to this effect. In such case PCE shall be entitled to cancel all times for payment which have been granted - including any times for payment for accepted bills of exchange - and to demand immediate payment. Where any stage payments have been agreed, the non-payment of just a single stage payment shall be deemed to constitute default in payment by Customer within the terms permitted by law.

In the event of default in payment, Customer shall pay interest on the amounts due and unpaid at the current applicable rates for the cost of funds, but at a rate of not less than 12% p.a. Customer shall pay for all out of court reminder costs and collection costs, including all legal advisor and collection agency costs.

7. Warranty and Liability

Customer shall examine the goods delivered to him promptly on receipt and shall notify PCE promptly in writing of all defects. In the event of a complaint, Customer shall store the rejected goods in a suitable manner and hold them available for PCE until the complaint has been dealt with.

Where the notification of defects is justified, PCE shall be entitled to meet the warranty claim by choosing between repairing the defective goods, delivering the missing goods, a price reduction, substitution of the defective goods with goods which are free of defects, or to take back the goods and to refund the purchase price. Where there are any defects on a part of a delivery (order), this shall not provide any justification for rejecting the delivery as a whole.

PCE shall be liable, under the terms of the Product Liability Law, for all direct claims made by a purchaser against PCE in respect of personal injury and damage to property. Where any claims are made against Customer in relation to product liability, no recourse under the terms of § 12 Product Liability Law shall be accepted.

PCE shall accept no liability for any other damages unless based on intent or negligence. PCE shall also accept no liability for damages for consequential damages, lost profit or any other financial loss arising in association with defects.

8. Retention of Ownership

PCE shall retain ownership of all of the delivered goods until all outstanding payments associated with the business relationship between Customer and PCE have been made (conditional commodities).

Where Customer is in default of payment or stops payment, files a petition for bankruptcy or deficiency adjustment (by court order or out of court), or where such a petition is rejected because of insufficient funds to cover the costs, PCE shall be entitled, under the terms of § 918 Austrian General Civil Code (ABGB), to exercise its rights in respect of retention of ownership and demand the immediate return of the delivered goods from Customer without setting a deadline and without any liability for compensation for damages. In such case, PCE shall be entitled to collect the object of delivery from Customer immediately, at any time and without prior notice. In this connection, Customer shall not be entitled to any claims for damages or any objections in respect of interference with or deprivation of possessions. Customer shall notify PCE immediately of any third-party interference in the conditional commodities in case of any other claims for damages.

9. General

The laws of Austria shall apply exclusively to all offers and concluded sales contracts and to the present General Terms and Conditions of Business. PCE and Customer agree that the exclusive place of jurisdiction for all disputes arising out of or in connection with the business relationship between the two parties shall be the applicable court in Ried/Innkreis, to the exclusion of all other places of jurisdiction. All supplementary agreements, communications and complaints shall be made in writing. All correspondence shall be addressed to PC Electric Gesellschaft m.b.H., Diesseits 145, A-4973 St. Martin.