

GENERAL TERMS OF DELIVERY AND PAYMENT

1. Terms of business

Our deliveries are only valid according to the following conditions. The customer's conditions of purchase won't be accepted or adhered to. They do not oblige us either even if we do not contradict once again by completion of the contract. Special arrangements become binding only by our written confirmation. Only the payment terms which are printed on our invoices are valid.

2. Prices

All prices stated by us are subject to change without notice. They are quoted net plus actual VAT, without unloading. Basis of quotation is our price list valid at that time.

3. Pricing

Unless agreed otherwise, our prices are quoted ex warehouse Salzburg. For domestic orders less than 500.00 € of product value (without VAT, without metal surcharges) the delivery occurs ex works. With express freight we calculate the whole carriage costs. Picking up of the goods is at the buyer's expense. The prices are quoted including ring packaging. By dispatch on drums see figure 10.

4. Metal charges

We will charge the prices valid at the day of the delivery plus value added tax. The prices contain a copper base of € 130.00 per 100 kg of copper, an aluminium base of € 100.00 per 100 kg of aluminium and a base of lead of € 50.00 per 100 kg of lead. The final prices arise from metal charges according to the published values at www.ifk.at.

5. Retention of delivery

All delivery dates stated by us are subject to the fact that we receive our own deliveries on time. Partial deliveries are allowed. A variation of plus or minus 10% of the ordered quantity may be delivered. All information about diameter and weight of the cables and wires is non-binding and has to be regarded as approximate values. Deviation due to production or raw material and other changes - which don't affect the technical usability and usefulness - remain explicitly reserved. Printed length markings are only approximate measurements and may not be used when calculating the price.

6. Delivery period

Delivery dates stated in the order confirmation are not binding. Unless agreed otherwise, we don't accept fixed date deliveries. If we fail to meet a set delivery date due to justifiable reasons, the buyer is obliged to grant to us at first in writing an additional delivery period of 4 weeks. If this period is also not kept by us either, the customer is entitled to cancel the order. The delivery time settled in the order runs from the day of the entire clarification of the order. If the buyer is late with payment, we are entitled to hold back deliveries.

If the delivery period is extended due to unforeseen circumstances such as labour disputes or force majeure - which is inevitable in spite of reasonable care - the delivery deadline is extended appropriately. If the delivery is impossible, we are released from the liability of delivery.



7. Terms of payment

Our terms of payment are agreed only in case of positive credit information: The standard payment condition is within 10 days net. Drum invoices strictly net.

Special arrangements are valid only if they are confirmed by us in writing. Late payment causes default without reminder. Compensation, decrease and right of retention to us are excluded.

If the customer does not keep to our delivery terms and terms of payment or if doubts exist concerning the punctual payment, this entitles us to hold back deliveries or ask for cash in advance. The interest rate for delayed payment lies 3% above the respective discount rate of the Austrian national bank, at least however, at 8 %.

In case of late payment we are entitled to prohibit the sales of the goods standing in our property and to require the return of our goods at the expenses of the customer. The proof about the height of our claims is valid as produced by remittance of a confirmation of balance which agrees with the credit balances of our accountancy.

8. Retention of title to ownership

All delivered goods remain our property up to the entire fulfilment to all demands, for whatever legal reason, in particular also of our balance demand, even if payments are made for particularly called demands. The customer may dispose of the product only in the usual business dealings to his normal terms of business, and as long as he is not in default of payment. Should the purchaser be in default of payment, the supplier reserves the right to demand the return of the materials without notice as well as any compensation for general damage and costs incurred due to the default of payment. In case the purchaser sells the not paid goods, these demands belong to us, until all open invoices, also from former deliveries, are paid. The customer is obliged to inform us about possibly existing global assignments, in particular to a bank or Factoring bank.

9. Return duty of the customer on default

If the customer is late with payment, the supplier is entitled to require instant return of the sold products as well as substitute of the fulfilment interests and default damage.

10. Packing charges

a.) For drums of the KTG the conditions on the assignment of cable drums of the Kabeltrommel GesmbH & Co KG, D-51005 Cologne, post office box 80 05 60 are valid.

b.) For own drums of the IFK-Handelsges.m.b.H the drum conditions according to IFK pricelist are valid.

Drum invoices are to be paid strictly net without any discount.

11. Handing over of risk

All risks will be passed over to the buyer at the moment when the goods leave our warehouse or when the goods are reported to be ready for dispatch or picking up, even if the place of dispatch or picking up is not at the same time the place of performance.



12. Guarantee

The goods delivered will always correspond to the latest state of technical development. In case there are norms (DIN) or other regulations (VDE), we will supply goods corresponding to these norms and regulations.

The buyer is obliged to immediately check the products upon receipt in respect of possible external damage. If any damage or missing goods are discovered, the buyer has to state them in writing under specification of the order and delivery note number on the freight bill as well as on the delivery note. Otherwise rights from them cannot be derived. If the pre-mentioned regulations are not kept by the customer, all guarantee claims existing against us will fail. Such claims are excluded in general if more than 3 months have passed since the delivery from our warehouse.

Also guarantee claims are excluded in case the processing of the product delivered by us has already started, unless the defect has appeared on the occasion of the processing.

All claims arising from the buyer's complaints will be accepted only provided the buyer has reported the defect in writing immediately upon its discovery and that a sample of the complained goods is put at our disposal free of charge and without obligations.

The shares which have been substituted by the removal of the damage become a property of the supplier. The audit whether a claim is given has to follow as far as applicable, after the regulations of the ÖVE or on account of the agreed conditions. If this audit proves that no complaint is given, the expenses go to the costs of the customer.

13. Returning of goods

Properly ordered and delivered products cannot be taken back. Exceptionally for fairness reasons carried out taking back is possible only with original-packed products with high frequency and only for the administrative expenses of 20% of the gross value (at least 15 EUR) plus the delivery costs to the customer at the customer expense. Cut lengths cannot be returned at all. Takings back can only be agreed mutually and must be free of charge for us.

14. Place of performance and jurisdiction

Place of performance and jurisdiction for delivery and payment is Salzburg. Austrian law and order applies to all conditions mentioned herein as well as to all legal acts between the buyer and ourselves. Additionally the general terms of delivery and payment of the electrical industry are valid

15. Validity

These terms of payment and delivery are valid also if single regulations are ineffective. Instead of the ineffective condition the financially equivalent one is valid. General conditions of the customer are not valid, even if mentioned in the buyer's orders. They are valid only as far as we have accepted them explicitly in writing.

Place, Date

Signature

