

General Terms and Conditions of Trade

(Date 19. November 2009)

1. General

- 1.1. The following terms and conditions shall apply to all agreements that TRV Mechatronics GmbH, hereinafter referred to as TRV, concludes with the customer as a contractor. The business conditions of TRV are applied exclusively, even if the purchaser has his own General Business Conditions. Any delivery, service or offer by TRV is subject exclusively to its own Business Conditions.

2. Offers and Conclusion of Contract

- 2.1. Cost estimates and offers will be made according to the best of our expertise. Obvious errors, misprints, miscalculations and clerical errors are not binding for TRV and do not entitle the customer to raise any claims for damages.
- 2.2. All our offers are not binding. The costs for making a cost estimate, in case they arise, shall be passed on to the client.
- 2.3. Cost estimates and offers are not binding. Our written order confirmations are the contractual basis and determine the scope of the delivery. This also applies in case the client requested the submitting of a concrete offer. Orders placed by the client are binding for the client and will be accepted by TRV based upon the submission of the order confirmation.
- 2.4. The information concerning TRV's products and services that are given in catalogues, price lists, leaflets, company information material, brochures, advertisements at exhibition stands, circular letters, promotional mailings and other forms of media are not binding unless explicitly stated otherwise in written form within the scope of a contract.
- 2.5. Subsidiary agreements and changes require a written confirmation by TRV.
- 2.6. Product design, technical data as well as performance features shall be subject to change for the purpose of technological progress.
- 2.7. The technical and commercial documents created by TRV shall be his intellectual property. These documents shall not be relayed to any third party.

3. Terms of Delivery, Date of Delivery and Passing of Title and Risk

- 3.1. Delivery (shipping, loading, unloading as well as carriage) is effected in any case at the client's risk and expense. Even in the event of partial or prescheduled delivery the risk shall pass on to the client. This also applies if TRV assumes the delivery (also when using own vehicles) or the assembly.
- 3.2. The client shall have the right to choose the mode of shipment and means of transportation.
- 3.3. Partial deliveries are possible.

- 3.4. If the client wishes an urgent execution of the order all resulting additional costs will be fully charged to the client.

- 3.5. At the request of the client, TRV will procure insurance against theft and against damages due to fire, water, shipping, breakage and other insurable risks at the client's expenses.

- 3.6. Immediately - or within 14 days the latest - upon receipt of the goods, the client has to inform TRV and carrier in writing of the defects due to transportation. Any claims made at a later date will not be accepted by TRV.

- 3.7. Storage arrangements and storage costs, that arise due to reasons that are in the client's sphere of responsibility, will be fully charged to the client.

- 3.8. Any stated delivery or service times and dates are not binding unless stipulated specifically in an order confirmation or a single contract (in written form compulsory).

- 3.9. Shall there be any amendments or modifications to the contract after placement of the order the time of delivery or service shall be extended for an adequate period of time.

- 3.10. Unless otherwise agreed the delivery time starts the earliest with the latest of the following mentioned times:
- date of order confirmation
 - date of the client's fulfillment of all technical, commercial and other preconditions
 - date on which TRV receives the agreed down payment or any security

- 3.11. Any unforeseen or unintentional obstacles to delivery such as Act of God, business disruptions, power supply problems, drop out of a difficult-to-replace supplier, strike, obstacles in transportation, delays caused by customs clearance and force majeure, shall entitle TRV to defer delivery for the duration of the obstacle. This applies in any case, irrelevant if these circumstances occur at TRV's or his supplier's or subTRV's side.

- 3.12. In the event of late delivery exceeding 30 days the client is entitled to withdraw from the contract in writing after setting a new deadline of a minimum of 90 days. Furthermore, TRV is allowed to withdraw from the contract in case of an impossible execution of the delivery due to Act of God, work conflicts or other obstacles that can not be averted by TRV such as transport disruption or termination of production. In both cases TRV is obliged to a mere interest-free reimbursement of the received down-payments.

4. Prices

- 4.1. All prices are exclusive VAT and do not include any costs for delivery, assembly or installation. These services will be provided upon request for separate payment. In case of settlement the statutory VAT will be added to these prices.

- 4.2. The prices are quoted in Euros.

- 4.3. The prices are calculated on the basis of the prices applicable at the day of the delivery.
- 4.4. If an order is placed without any prior offer or services are made that are not explicitly included in the order, TRV has the right to claim the remuneration that is in accordance with the price list or the remuneration usually paid.
- 4.5. TRV reserves the right to reasonably increase the prices in line with any cost increases, especially as a result of changes in raw material prices, wage costs or exchange rates occurring after conclusion of the contract. In that case TRV is entitled to demand remuneration higher than agreed upon or the purchase price.

5. Payment

- 5.1. Invoicing takes place promptly right after delivery as far as possible.
- 5.2. The invoiced amounts shall be payable within 14 days after invoicing without any deductions and shall be paid free of charges. Terms of payment for full contracts also apply for partial invoices. Unless the client objects to the invoice within this period of time the invoice is considered to be accepted by the client.
- 5.3. In case of orders that consist of several units TRV is entitled to claim payment after delivery of every single unit or provision of every single service.
- 5.4. The client is not entitled to hold back payments due to incomplete delivery, guarantee or warranty claims as well as defect claims. The client shall only have the right to offset against counterclaims or against maintained claims for price reductions if the claims have been finally and absolutely established at law, are undisputed and have been recognized by TRV.
- 5.5. If the client falls into arrears with payment we are, with the time of default on, entitled to charge interest at a rate of 12 % p.a. If TRV has to pay a higher interest rate due to higher borrowing costs, TRV shall be entitled to charge such interest. In addition, the defaulting client should bear any dunning charges, collecting charges, storage costs, and any judicial and extrajudicial lawyer's fees.
- 5.6. If the client falls into arrears with payment arising from the contractual relationship or with any other payment obligations, TRV has, without prejudice to other rights, the right to stop any performance until payment has been made and/or to extend the time for delivery. In this case TRV is also entitled to make the entire remaining debt, arising from this or other contractual relations, due and to collect any possibly delivered objects without relieving the client of his duty to pay.
- 5.7. Should the client's financial circumstances change for the worse, TRV is entitled to make the entire remuneration or purchase price due as well as to execute the order only upon prepayment.

6. Digital invoicing

- 6.1. The client agrees to receive digital invoices from TRV that have been issued with safe electronic signature.

7. Reservation of Title

- 7.1. Until complete payment of all claims (any interests and costs included) the delivered goods, machines and accessory parts remain in TRV's property. Within this period of time the client has to ensure the proper maintenance (service and repair) at his own expense. The client is strictly not entitled to pledge or assign the goods as security before properly fulfilling all his payment obligations.
- 7.2. If the client acts in violation of this contract, TRV is entitled to take back the delivered goods. In that case, the client shall be obliged to hand these over to TRV. All costs arising from taking back the delivered goods bears the client.
- 7.3. A resale of the goods/machines is only permitted provided that the client announces on time the buyer's name and detailed business address and that we agree to the resale. In case of our approval the client has to assign to us all claims (= the purchase price) arising out of the resale and we are entitled to inform the third party about this assignment. In case of numerous claims on our part, the client's payments will be primarily attributed to those claims that are not (any more) subject to reservation of title or to any other securities.

8. The Client's Duties

- 8.1. The client does have the duty to make sure the maintenance workers of TRV can start working immediately on arrival.
- 8.2. The client is liable to make sure all necessary technical preconditions for the produced good or object of purchase are given. Furthermore all technical facilities such as supply lines, wiring, net works and the like have to be in technical proper and ready-to-use condition as well as compatible with the goods or objects of purchase that shall be produced by TRV. TRV is entitled but not obliged to check these facilities against separate remuneration.
- 8.3. The order is placed irrespective of any necessary official authorizations and permissions which the client would have to obtain.

9. Warranty

- 9.1. TRV shall provide guarantee according to the statutory provisions of §§922ff ABGB (Austrian General Civil Code) for all products distributed by the client.
- 9.2. TRV is liable for apparent defects existing at delivery. This will be presumed if this defect occurs within the first six months after delivery unless the opposite can be proofed. This presumption will not occur if it is contradicting with the matter of the defect.

- 9.3. In case of justified notification of defects of the delivered goods the client is entitled to claim only amendment or replacement of the good for the time being unless the amendment or replacement is impossible or involves excessive expenses for TRV in comparison with other remedies. Whether this is the case, it is also based upon the value of the defect-free good, the severity of the defect and the inconveniences for the receiver/client caused by other remedies. TRV is obliged to amend or replace the defective goods in reasonable time after receiving them from the client.
- 9.4. If the defect can not be repaired at the place of installation or at the client's facilities the defective part or device has to be sent to TRV according to TRV's instructions and at the client's expense and risk.
- 9.5. If the amendment or exchange are impossible or involve excessive expenses for TRV the client may demand a reduction of the price or, unless this is not an insignificant defect, a replacement of the defective good. The same applies if TRV refuses the amendment or replacement or conducts them not within a reasonable time, if these remedies would cause severe inconveniences for the client and would be unacceptable for the client.
- 9.6. Wear parts and accessories (such as data carrier, etc.) as well as repair by unauthorized third parties are excluded from the guarantee. If the objects of the agreement are used with devices and/or programs of third parties, the client is only liable for faulty functioning or deficiencies in services if these defects would have also occurred without such use.

10. Liabilities and Compensations for Damages

- 10.1. TRV is liable only for damages caused intentionally or caused through gross negligence. The liability for slight negligence is excluded.
- 10.2. TRV is in no case liable for the usability of the delivered goods.
- 10.3. Devices and facilities offer the security that can be expected by the user, when the user – also because of his own skills and experiences – complies with all regulations for authorization, instruction manuals and other regulations regarding the use of devices and facilities such as instruction manual – particularly with regard to compulsory inspections and recommended maintenance – and other given instructions from the supplier or third parties such as the manufacturer, importer and the like.
- 10.4. TRV is not liable for indirect or consequential damages, loss of profit, financial loss, damages caused by business interruptions, data loss and loss of interest as well as damages caused by third party claims against the client.
- 10.5. In any case, a possible liability of TRV shall be limited to the amount of the contractually owed remuneration or purchase price of the respective order. TRV will only adopt contracts with this limitation of liability. TRV is expressly not liable for any damages exceeding this limited liability. If the total damage exceeds the maximum limit the claims for compensation of the individual injured party will be reduced proportionally.
- 10.6. Recognized defects in the goods or plant have to be notified by the client without any delay to TRV. Customer claims must be asserted in any case within 6 months otherwise these claims will forfeit.
- 10.7. Claims for compensation in terms of § 12 Product Liability Law are excluded unless the entitled claimant can prove that the default is due to gross negligence on our part.

11. Withdrawal from Contract

- 11.1. If TRV is unable to execute delivery/service due to reasons that are not economically viable for TRV or TRV defaults and does not comply with the legal or contractual obligations, TRV is entitled to withdraw from the contract. Consequently, the client has to compensate for all inconveniences and lost profit resulting from this.
- 11.2. In case of withdrawal from the contract at the client's default, TRV has the right to opt for either liquidated damages of 15 % of the gross invoiced amount or reimbursement of damages actually incurred.
- 11.3. If the client falls into arrears with the payment TRV is released from all further delivery commitments.
- 11.4. If the client, without authorization, withdraws from the contract or demands cancellation of the contract TRV has the right to choose between insisting on fulfillment of the contract or TRV can agree to the cancellation of the contract. In the latter case TRV must, according to the choice made by TRV, pay a liquidated damage of 15 % of the gross invoiced amount or the damage actually incurred.

12. Software

- 12.1. If software units or computer programs come with the object of service or purchase we grant the non-transferable and non-exclusive right to use these by observing the contractual conditions and documents (e.g. instruction manual,...) at the agreed place of installation.
- 12.2. Without prior written agreement of TRV the client is not entitled to reproduce and modify the software as well as make it accessible to third parties or use it in other ways than explicitly agreed upon. Otherwise, the client will lose all his claims. This applies in particular to the Source Code.
- 12.3. A warranty for the software only applies if this software corresponds with the specifications stipulated upon conclusion of contract, provided that the software was installed according to the installation requirements and the relevant usage conditions. TRV is not liable for the proper procurement, the flawless and uninterrupted functioning of the software. The occurrence of mistakes can not be excluded.

13. Data Protection and Changed Contact Details

- 13.1. The client consents to TRV storing and processing automatically personal data involved in the completion of the contract.
- 13.2. The client is obliged to inform TRV of any change of address as long as the contractual legal transaction is not fully fulfilled by each party. If the client fails to inform TRV all declarations shall be deemed to be delivered if they were sent to the last announced address.

14. Final Clause

- 14.1. The client confirms that he had the possibility to take notice of the content of the General Terms and Conditions of Trade before conclusion of contract and that he agrees on the content.

- 14.2. Terms of purchasing or other general terms and conditions of trade from the client are not valid and herewith TRV explicitly disagrees with them. TRV states explicitly to conclude this contract on the basis of his General Terms and Conditions of Trade. If, as an exception, both parties agree in written form to use the client's General Terms and Condition of Trade, these conditions only apply as far as they do not collide with these General Terms and Condition of Trade. Provisions that are not colliding in these General Terms and Condition of Trade shall apply.
- 14.3. Any changes or amendments to these General Terms and Conditions of Trade shall be in written form in order to be legally binding. It shall be noted that no subsidiary agreements do exist.
- 14.4. Should one of the existing provisions of these General Business Conditions be unenforceable, the legal validity of the other provisions shall remain unaffected. In this case, the unenforceable provision shall be replaced by another legally enforceable provision as close as possible to the original provision.
- 14.5. This contract is subject to Austrian law.
- 14.6. The exclusive jurisdiction for all legal disputes between TRV and its distribution partner is the company domicile of TRV (Vienna, Austria).