

GENERAL CONDITIONS OF SALE AND DELIVERY
of
airmici Designprodukte Handels GmbH
as of April 2005

I. Areas of application

(1) All orders, deliveries and performance of **airmici Designprodukte Handels GmbH** (hereinafter referred to as **AIRMICI**) shall be effected exclusively on the basis of these General Conditions of Sale and Delivery, as amended (hereinafter referred to as **Conditions**). The **Conditions** shall also apply to all future orders, deliveries and performance of **AIRMICI**. Any contractual terms of customers, which are contrary to the **Conditions**, are in every case to be regarded as excluded.

(2) Any **deviations** from the **Conditions** require in each single case the prior **written consent** of **AIRMICI** to become legally valid.

II. Contractual basis / orders

(1) The customer's **order together with the information, data and documents** provided by the customer form the basis on which the performance and/or deliveries are to be provided by **AIRMICI**. **AIRMICI** is not obliged to verify the information, data and documents (e.g. logos) with regard to accuracy, completeness nor to verify whether they are suitable for the intended purpose. Print data (e.g. logos) are to be conveyed electronically to **AIRMICI** in a reprographic and printable form.

(2) The customer acknowledges that **imprints, colour and graphic design** as well **reproduction of logos** - also dependant on material - are subject to **deviation** (e.g. reproduction of colour). **AIRMICI** does not assume liability and guarantee for any such deviations, they are accepted by the customer.

(3) Offers of **AIRMICI** are **subject to confirmation**. **Information and statements concerning the properties of products** of any kind in price lists, leaflets, brochures, product descriptions and other printed matter or published material give only an approximate description and represent in any case **non-binding information** concerning average values; the application of Section 922 para. 2 Austrian General Civil Code is excluded by agreement. An order shall become legally binding for **AIRMICI** with the **written confirmation of order** by **AIRMICI** or with **delivery**; silence shall not be deemed as acceptance of an order. The customer is obliged to **review** the confirmation of order without delay. In case the written confirmation of order deviates from the order, this shall be deemed **approved** by the customer, unless the latter gives notice of his refusal in writing within a period of 3 days.

(4) Employees, sales representatives and commercial agents of **AIRMICI** are not authorised to give commitments of any kind or to **collect payments** unless they have a power to collect according to Clause IV.2.

(5) In case **AIRMICI** produces a sample of goods and this is conveyed to the customer for his release, the customer has to immediately review the sample of goods and to approve or reject it in writing (via fax) within three working days after delivery. In case the customer does not approve or reject the sample of goods within the term provided, it is deemed to be approved.

III. Prices

(1) Unless otherwise agreed, prices apply **ex warehouse or factory AIRMICI** and do not comprise cost for packaging, despatch, freight, disposal and postage.

(2) The **prices** quoted by **AIRMICI** are **subject to confirmation**.

(3) The customer is jointly responsible for all claims of **AIRMICI**, even if at his request the invoice is made out directly to a third customer.

IV. Payment conditions

(1) All invoiced issued by **AIRMICI** are payable within **14 days** from the date of invoice **without any kind of discount or deduction**. Bills of exchange and cheques will only be accepted if expressly agreed, and only on account of payment. Acceptance can be at the value applicable on the day on which **AIRMICI** can have disposal of the equivalent value. Discount charges and all costs

associated with the discharge of the bill or cheque will be borne by the customer.

(2) Payments with debt discharging effect can only be made to the stated **bank account** of **AIRMICI** or a representative of **AIRMICI** provided with an **original power to collect payments** signed in the company's name. Incoming payments will be credited first to costs and expenses owed, then interest and finally capital.

(3) In case of **default of payment** on the part of the customer - even for reasons beyond his control - the customer is obliged to pay **default interest** at a **rate of 8%** above the respective base rate of the European Central Bank, **at least**, however, **at a minimum of 1%** per month, shall be charged. All guaranteed discounts, deductions or other concessions will be regarded as not granted in the event of a default in payment or if insolvency proceedings are opened against the customer. In case of default of payment on the part of the customer - even for reasons beyond his control - the customer is obliged to pay **costs for reminder and collection costs** (e.g. lawyer's fees, costs of a collection agency etc.) incurred in the adequate extra-judicial collection of the claim.

(4) If insolvency proceedings are opened over the customer, a petition for opening bankruptcy proceedings over the customer is rejected because of lack of sufficient assets to cover the costs of the proceeding, enforcement proceedings against the customer are opened, the financial position of the customer deteriorates, credit information about the customer is not absolutely reliable or the customer is in default of payment towards **AIRMICI**, **AIRMICI** is entitled to **demand immediate payment** of all claims even if not due. In these events **AIRMICI** furthermore reserves the right to make further deliveries of confirmed orders only against **prepayment or security** even if this was not agreed.

V. Delivery / dates

(1) **Delivery dates and deadlines** are always assumed to be **estimated dates**, even if this is not expressly stated. **AIRMICI** will nevertheless endeavour to meet delivery dates. It is a condition of adherence to delivery dates and deadlines that the customer fulfils all the contractual commitments of the continuing business relationships. Delays by the customer in providing date, information or documents necessary for the fulfilment of the contract will entail a corresponding delay to delivery dates and deadlines.

(2) **Production and delivery obstacles which are not the responsibility** of **AIRMICI** such as for example force majeure, strikes, shutdowns, supply delivery problems, curtailment or loss of working time, transport problems and measures taken by official authorities, delay of sub-suppliers etc. will entail an **appropriate extension** to delivery dates and deadlines.

(3) In case of a **delay in delivery** for which **AIRMICI** is responsible, the customer may, with regard only to the goods affected by this delay and excluding any further claims, either demand specific performance or, after having set expressly and in writing a reasonable **period of respite of at least 6 weeks**, **withdraw** from the contract. The withdrawal from the contract is only legally valid in case **AIRMICI** culpably fails to comply with the period of respite. Concerning contracts for successive deliveries the right of withdrawal exists only with regard to each individual delivery.

(4) **AIRMICI** reserves the right to make **partial deliveries**.

(5) **AIRMICI** reserves the right to determine the **mode of transport** which does not include unloading. Despatch of any kind will be **"EXW according to Incoterms 2000"** from the relevant factory or warehouse of **AIRMICI** and in each case the cost and risk are to be borne by the customer; in the case of despatch from the **AIRMICI** factory the risk is even transferred to the customer if delivery was agreed as "free domicile" or "carriage paid".

(6) Goods ordered "on request" or "on collection" or on a similar basis will be stored from the agreed time of request or collection on the premises of **AIRMICI** or, at **AIRMICI**'s wish, with a third party at the customer's expense and risk. In case of default in acceptance on the part of the customer, even if beyond his control, **AIRMICI** is entitled, after having given notice, to realise

the value of the goods by private contract, in particular by disposal to a third party.

VI. Reservation of proprietary rights

(1) Goods shall remain the property of AIRMICI until full payment of all claims. In case of default of payment AIRMICI is entitled to demand the return of goods under reservation of title. The retrieval of the goods under reservation of title shall not be considered a withdrawal from the contract. AIRMICI will further dispose of the goods under reservation of title by private contract and credit the customer with the proceeds, having deducted all expenses associated with the retrieval and further disposal of the goods. Levy of execution of the goods under reservation of title instigated by AIRMICI does not imply a renunciation of ownership.

(2) In case the customer disposes of the goods under reservation of title all claims by the customer against third parties resulting from such disposal up to the amount of the still unresolved claims are to be considered to have been assigned to AIRMICI for the purpose of payment.

(3) In case of seizures of the goods under reservation of title by third parties including attachment, levy of execution and similar actions, the customer has to indicate AIRMICI's right of ownership and to notify AIRMICI immediately in writing. The customer shall completely indemnify and hold AIRMICI harmless in respect of all expenses incurred in the prevention of any seizure of the goods under reservation of title.

(4) Having given due notice, AIRMICI is entitled to withdraw from the contract and to collect the goods under reservation of title if the customer is in default of fulfilling his obligations - even for reasons beyond his control - or if circumstances arise which compromise the rights of AIRMICI (see IV.4. above).

VII. Warranty

(1) Without express written agreement AIRMICI does not provide a guarantee for a specific utility or usability of the goods. AIRMICI will only give a warranty on defective material if a replacement can be demanded from the supplier and, moreover, there is evidence that AIRMICI should have recognised the defect by exercising due care.

(2) The customer is required to review all (partial) deliveries thoroughly for defects or damage immediately upon receipt and to notify AIRMICI immediately in writing of any defects describing them in detail, otherwise claims arising out of this defectiveness shall not be accepted. The customer is not entitled to retain payments of an invoiced amount because of immaterial defects or retain payments for one part of the goods because another part shows a material defect.

(3) The customer shall be bound to prove that the claimed defect existed at the time of delivery. The customer is obliged to support AIRMICI in identifying and correcting defects and to enable all required measures (such as access, inspection of documents, etc.). In case the customer does not comply with his obligation to co-operate in correcting defects despite a written warning by AIRMICI, any claims resulting from defective performance become invalid.

(4) Provided that justified complaints regarding defects have been made within the specified period of time and in a proper manner and excluding further claims, the defects will be remedied either by rectification or replacement as desired by AIRMICI within an appropriate period of at least 6 weeks. The customer shall return defective goods at his own costs to AIRMICI, freight paid and without packaging. In case of immaterial defects AIRMICI is entitled but not obliged, instead of correcting or replacing the goods, to grant an appropriate reduction in price, in particular in cases where a rectification or replacement would entail disproportionate costs. In the case of insignificant and significant defects AIRMICI is entitled but not obliged to take back the goods in return for a credit note to the value of the order, excluding further claims. The original warranty period is not interrupted by rectification or replacement.

(5) All claims under a warranty are excluded if the goods have been used, altered, modified, improperly stored or in any other way interfered with by the customer or a third party.

(6) If AIRMICI should be responsible for a delay in rectifying or replacing goods, the customer may withdraw from the contract

only in respect of the goods affected by this delay excluding any further claims, having expressly set in writing an appropriate period of additional respite of at least 6 weeks. The withdrawal only becomes legally valid if AIRMICI exceeds the expressly set period of additional respite. In the case of insignificant defects there is to be no right of withdrawal.

(7) The warranty period expires six months after the actual delivery of the goods to the customer.

VIII. Liability

(1) The liability of AIRMICI shall be limited by cause to such damages that can be shown to be caused either intentionally or due to gross negligence on the part of AIRMICI. The compensation for damages is further limited in all cases by amount to the net order value (exclusive VAT). AIRMICI shall never be liable for consequential losses of the customer, financial loss, lost profits and losses incurred by third parties.

(2) Claims for damages in any case must be judicially asserted within a maximum period of one year from the date of delivery, with further claims being excluded. No liability will be accepted for claims asserted or damages arising after this period.

(3) The above exclusions and limitations as to liability also apply to damages caused by persons for whom AIRMICI is responsible.

IX. Rights of use and exploitation / third party rights

(1) The customer acquires the right of use including the right to sell and to transfer all rights on the goods to third parties on the goods delivered by AIRMICI. The customer is obliged to refrain from producing or letting third parties produce and/or putting on the market such goods that are the identical or confusably similar to the goods delivered by AIRMICI.

(2) The customer guarantees AIRMICI that he does not infringe copyrights, rights to a name, personal rights, trademark rights, brand rights or other third party rights by or in connection with his order, e.g. by communicating documents or data. The customer shall indemnify and hold AIRMICI harmless from and against any and all claims, in particular according to the Law against Unfair Competition or the Law on Trade Marks, which are raised by third parties because of infringements of such rights, including the expenses incurred in the prevention of such claims.

X. Prohibition of set-off / retention / refusal of performance

(1) The customer shall not be entitled to set off any counter-claims which he might have against AIRMICI against claims of AIRMICI, whether judicial or out of court. The right of the customer to retain goods and to refuse performance shall be excluded, unless mandatory statutory provisions provide otherwise.

(2) As long as the customer has not fulfilled all duties and obligations resulting from the business relationship with AIRMICI, AIRMICI is entitled to retain all goods and to refuse all performance.

XI. Place of performance / venue / applicable law / miscellaneous

(1) The corporate seat of AIRMICI in (at present) A-1050 Vienna, Spengergasse 50 shall be the place of performance with respect to all duties and obligations resulting from the business relationship.

(2) Austrian substantive law shall apply exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. For all disputes arising out of or in connection with the business relationship the competent court in Vienna shall have exclusive jurisdiction. AIRMICI shall, however, remain entitled to sue the customer at his general domicile.

(3) Insofar as the written form is required, also the communication by fax shall be sufficient to comply with this written form requirement.

(4) AIRMICI shall make deliveries to the customer at the address most recently supplied by the customer. The customer is obliged to notify AIRMICI of changes of address, otherwise deliveries made

to the last address supplied will be regarded as having been accomplished.

(5) If any provision of these Conditions is found to be void or unenforceable, the validity of the other provisions of these Conditions shall not be affected thereby; as regards the invalid provisions the parties to the contract agree that the parts in question shall be replaced or amended to the extent that the intended purpose is accomplished as far as possible by a legally valid provision.