

General Terms and Conditions of Sale of iSi Automotive GmbH

1. General

Business transactions with us shall be based exclusively on these General Terms and Conditions of Business. Any general terms and conditions of business of the buyer shall be binding on us only if accepted by us in writing. The delivery of goods by us shall not be deemed to imply our approval.

In the absence of agreements providing otherwise, our offers shall be non-binding and subject to change. Orders shall be binding on us only if made on our order forms and duly signed on behalf of the company. Ancillary oral agreements shall be binding on us only if confirmed by us in writing.

Any technical and commercial data and information relating to our services provided in catalogues, brochures, advertisements, pictures, samples, price lists and similar shall become valid only if they are expressly confirmed to be part of the subject matter of the contract. Notwithstanding any contractual provisions stipulating otherwise, we shall have the right to unilaterally change the prices of our products quoted on lists, in offers or in contracts in the event we are adversely affected by any development of price-relevant factors, including in particular the cost of energy, raw materials or labor or any exchange rates.

The buyer shall be responsible for obtaining, at its expense and in due time, any import licenses or import permits, or permits and confirmations under civil and public law that may be required for the performance of the contract.

2. Delivery/shipment

Unless agreed otherwise, loading and shipment shall be at the expense and at the risk of the buyer. Shipments within Europe shall be subject to the delivery term CIF, overseas shipments shall be subject to the delivery term FOB seaport/airport of shipment, in each case in accordance with the INCOTERMS as amended from time to time.

Unless agreed otherwise, our supplying factory shall be the place of performance. We will notify the buyer of the date when the goods are ready to be taken over in due time to enable the buyer to make the necessary preparations for taking over the goods. We shall be obliged to take out a transport insurance only if this has been expressly agreed. The delivery time shall be agreed separately for each delivery. The delivery time shall commence upon the date of the confirmation of order and once the buyer has complied with and provided any and all technical, commercial, legal and financial requirements and advance performances to be complied with and provided by it, including in particular any agreed advance payment.

Any reusable packaging that may be used by us shall remain our property. The buyer shall handle such reusable packaging with care (in particular regarding cleanness and completeness) and shall have the same duly returned to us, whereby the cost of the return delivery shall be borne by us.

3. Default

If a delivery is delayed due to circumstances attributable to us but not due to any fault on our part, the original delivery time shall be extended by a reasonable period of not less than four weeks. The delivery time shall be extended by a reasonable period in particular if the buyer fails to comply with its obligations or if any unforeseen or exceptional occurrences affecting us or our suppliers cause a delay in delivery. In case of special or customized designs the reasonable grace period shall be eight weeks.

If a delivery is delayed due to our fault, the buyer shall have the right at its discretion to either demand performance or, after granting a grace period in accordance with the periods set out above, rescind the contract in respect of all goods not yet delivered and all goods already delivered that cannot be used on their own. Goods already delivered and unused shall be returned to us by the buyer. Any amounts already paid shall be repaid to

the buyer. In cases of gross fault on our part we shall be obliged to provide compensation for the loss resulting from the nonperformance.

Any claims out of a delay in delivery other than the aforesaid claims shall be precluded.

If the goods made available in accordance with contractual agreements are not accepted by buyer at the place or at the time agreed in the contract and if the delay in delivery is not caused by any action or omission on our part, we shall have the right to demand performance or, after granting a reasonable period, rescind the contract. In case of special or customized designs the buyer shall in any case be obliged to accept the goods. If the buyer nevertheless refuses acceptance, liquidated damages in an amount equaling the purchase price, which damages cannot be reduced at the judge's discretion, shall be deemed to be agreed.

Furthermore, upon a default by the buyer we shall have the right, after having separated the relevant goods, to have the same stored at the expense and at the risk of the buyer and to demand the payment of the purchase price. Any expenditure incurred in connection with such default in acceptance and its consequences are to be reimbursed to us. The aforesaid shall not affect any further claims for damages to which we may be entitled.

4. Invoices and payments

Unless agreed otherwise, our invoices shall be payable within 30 days of the date of the invoice. The buyer shall not have the right to settle its payment obligations to us through offset. In particular, the buyer shall not have the right to withhold or set off due payments on the basis of incomplete delivery or existing guarantee or warranty claims. The buyer undertakes that in the event of a delay in payment, even if such delay is caused through no fault of the buyer, it shall reimburse us for any and all costs, expenses and cash outlays incurred as a result of pursuing our legitimate claims.

If partial deliveries have been agreed and the buyer gets in default in respect of the payment of one partial delivery, the aggregate remainder of the purchase price shall become due for payment.

5. Warranty/liability

We emphasize that the goods supplied by us will provide the contractually agreed safety and functionality only if any and all industry standards, safety regulations, operating instructions and other rules and regulations are strictly and fully complied with.

The warranty period of six months shall commence upon the delivery of the purchased objects by us. Any warranty claims are to be raised without delay, by registered letter including a detailed description of the defects that have occurred and a copy of the invoice. The date of the postmark shall be essential for deciding whether a notice of defect has been given in due time. If the buyer is in default or partly in default in respect of any performances owed by it, in particular payments, we shall have the right to refuse the warranty claims raised.

If the buyer has duly given notice of a defect covered by the warranty, we will put the relevant goods in a condition in compliance with the contractual agreements in the manner as we best see fit.

If it is necessary to return the defective goods, the return delivery shall be at the expense and at the risk of the buyer unless agreed otherwise.

The warranty obligation shall only apply to defects occurring in connection with ordinary use in compliance with the required operating conditions. It shall not apply in particular to defects due to:

- (a) any improper use or operation by the buyer or its representatives that is not in compliance with the instructions provided together with the goods;
- (b) any improper manipulations or alterations by the buyer or its representatives;
- (c) any noncompliance with the operating instructions or the regulations regarding the handling of the goods stipulated by the supplying factory, the safety regulations or any

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other provisions;

(d) natural operational wear or tear and force majeure.

We shall be liable for any damage not covered by the scope of the Product Liability Act only if intent or gross negligence can be evidenced. Any liability for slight negligence as well as compensation for consequential damage and property damage, savings not realized, interest losses or damage resulting from third party claims, shall be precluded.

6. Drawings, tools, auxiliary means

Any required drawings, technical calculations and other auxiliary means shall be provided by the buyer free of charge.

7. Transfer of ownership

We shall retain sole ownership of the goods until the purchase price has been paid in full. The aforesaid shall also apply in the event our goods are processed or installed and/or resold, whereby in respect of the latter event – provided the purchase price has not been paid in full – the buyer herewith assigns to us any and all of its claims out of such resale; in such a case the buyer shall be obliged to keep the proceeds from sales subject to a retention of title in a separate deposit and to enter such assignment of claims in its business records.

8. Governing law

Our legal relationship with the buyer shall be governed exclusively by Austrian law. The applicability of the provisions of the UN Convention on Contracts for the International Sale of Goods and any other relevant international conventions is expressly precluded.

9. Jurisdiction

The court of law having subject matter jurisdiction for our registered place of business shall have exclusive jurisdiction over any and all disputes with us in connection with this contract.

10. Final provisions

The buyer undertakes to keep secret any and all information that becomes known to it in connection with the business relationship with us. The buyer agrees that personal data in connection with the business relationship may be forwarded by us to other companies affiliated to us within a group.

Any changes and amendments to the contract shall only be valid if made in writing.

In the event we require any information or documents in connection with the performance under the contract the buyer undertakes to make available such information or documents at its expense at any time.

If any provision in these General Terms and Conditions of Sale should be legally invalid the validity of the remaining provisions of these General Terms and Conditions of Sale or of the aggregate contract shall not be affected.