

1. General

1.1. These General Sales and Delivery Conditions govern all Orders/Purchases - as well as all other eventual and/or additional conditions - of the company AST Eis- u. Solartechnik GmbH (a limited liability/limited partnership company - hereafter referred to as AST). Deviations from agreements on the part of the Client/Buyer - especially those that contradict purchasing conditions are not binding if not in writing and explicitly accepted by AST.

2. Estimates

2.1. Estimates are only given in writing. Estimates are made against remuneration but will be credited upon payment. The complete technical paperwork is the intellectual property of AST.

2.2. The drawing up of estimates neither binds AST to accept the order nor to carry out services described in said estimates.

3. Offers

3.1. AST offers are always provisional.

3.2. Offers are only drawn up in writing. Acceptance of an AST offer is only possible when the entire services are also accepted.

4. Orders

4.1. Orders apply only then when they are confirmed in writing by AST.

4.2. The contract is viewed as concluded when AST after receipt of order sends the Client/Buyer a written confirmation or a delivery.

4.3. Verbal or telephone agreements as well as changes of an accepted order are only valid when they are confirmed in writing by AST.

5. Pricing

5.1. When not otherwise agreed upon, pricing applies "ex works" AST not including value added tax as well as shipping and handling. Additional charges, taxes and other costs related to delivery are carried by the Client/Buyer. If the delivery by agreement requires personal service, an additional charge plus transport insurance will be calculated but does not include unloading or moving of delivered product after delivery. Packing material remains by the Client/Buyer and must be disposed of according to the lawful directives of his country/district. Disposal costs are carried by the Client/Buyer.

5.2. The agreed upon prices can in a sense be subject to change in that the accepted commission changes are - without previous announcement - also variable.

5.3. If between contract completion and service implementation changes in lawful salary increase, collective agreements, ordinances, material costs due to recommendation of equal representation commissions based on changes in the world market pricing for raw materials or acquisition pricing or certain additional services or conditions requiring additional expenses that are out of ASTs sphere of influence should occur, prices will be raised accordingly: The exception being a period of less than two months between the time of order permit and service execution. All-inclusive price offers apply only to explicit written agreements. Production labor is based on the current AST installation rates.

6. Delivery

6.1. The agreed upon delivery deadline is estimated as best as possible and included in the offer and order confirmation. It is, however, not binding and is understood to be "ex works". Not meeting the deadline does not entitle the Client/Buyer to renege on the order or make demands due to delays, late or missing deliveries. AST can authorize a delay in delivery deadlines based on its own estimate if the Client/Buyer does not provide complete and necessary information needed for completion after being given sufficient opportunity to do so.

6.2. Acts of Nature as well as war, strikes, mobilization, operational disturbances, closing of AST or delivery companies, raw material or electricity scarcity entitle AST - based on conditions - to rescind in whole or in part on their delivery responsibilities.

6.3. Delivery - even delayed and post-free delivery- takes place always at the risk of the Client/Buyer.

6.4. If the Client/Buyer does not accept the delivery at the agreed upon place and within the delivery deadline, AST is authorized to rescind on the contract and can claim complete compensation for damages occurred. These rights are entitled to AST also then, if items ordered per call purchase are not taken care of in the scheduled time and manner.

6.5. The Client/Buyer obliges to supply without cost the necessary machinery and manpower to unload the delivery.

6.6. In case the Client/Buyer does not fulfill the listed technical, commercial and other conditions or does not procure in time the necessary official permits or does not obtain an required letter of credit or does not possess a obligatory bank guarantee, the delivery deadline is extended until all requirements are entirely met.

6.7. Usage and risk are transferred "ex works" from AST to the Client/Buyer and are independent from the agreed upon price quote for delivery. This applies also when the delivery in the framework of an installation takes place or if the transport by AST is implemented or organized and forwarded.

6.8. With services that do not pertain to either a delivery or part thereof, the place of performance is the place where the service is rendered. The risk of completed service or agreed upon part service is transferred to the Client/Buyer.

6.9. With late departure "ex works" or from factory, that is traced to conditions caused by Client/Buyer, the risk is transferred over to the Client/Buyer on the day of readied dispatch. If the delivery is upon agreed call of purchase, the goods are made available for up to one year. All deadlines dealing with performance of duties set up by AST commence at the noted point of time.

6.10. Specially arranged quality testing, official permits, test operations, TÜV specifications to not effect the regulations in regards to the place of performance or transfer of risk.

7. Payment/Ownership Reservation

7.1. Payments take place per cash without any deductions to such address as may be notified by AST in the agreed upon currency. A possible acceptance of checks or Bill of Exchange takes place only for the purpose of payment. All included taxes and

incurred expenses are carried exclusively by the Client/Buyer. Payment must take place within 14 days of receipt of invoice.

7.2. The Client/Buyer is not permitted to refuse payment or demand charges in the case of guarantee claims or other alleged claims.

7.3. Payment date is the day of receipt at the bank address predetermined by AST.

7.4. Upon late payment by the Client/Buyer, AST can (a) delay the fulfilling of its own obligations until receipt of payment, (b) claim a fitting extension of delivery time, (c) demand full payment on outstanding payments with loss of deadline, (d) charge late interest of 1,25% per month from due date not including value added tax, provided that AST cannot prove additional costs, (e) demand damage charges and withdraw from the contract if Client/Buyer does not fulfill contract after being given a reasonable grace period, or (f) invoice Client/Buyer for late fees, attorney fees and pre-trial costs.

7.5 AST retains ownership of all delivered wares until full payment of all invoices including interest and costs has been received. Until this time the Client/Buyer can use, alter, process, work with or on or assemble the wares only with written permission from AST with the exception of predetermined alterations, processing, assembling etc. The Client/Buyer is obliged to subrogate - as a security to AST of their sale price demands - its own demands for payment, usage and claims for re-sale and to note this in their books or invoices. With seizure of goods or other demands the Client/Buyer is obliged to indicate AST ownership and contact AST immediately.

7.6. The Client/Buyer reserves for AST - in the case of payment delay - the right to remove the delivered items while maintaining the contract terms as well as privately reselling or utilizing the wares, taking into account the sale price claims.

8. Guarantee

8.1. The guarantee period is 24 months so far as no special guarantee period for single items was agreed upon.

8.2. Guarantee claims assume that the Client/Buyer immediately informs AST of the defect in writing. After notification of the defect which is under guarantee AST will either replace the item or part, repair the item on the premises and/or order items or parts for repair.

8.3. All costs related to repairs (transport, installation, driving time, mileage allowance etc.) will be carried by the Client/Buyer. The Client/Buyer shall supply without cost all necessary manpower and machinery for the guarantee repair at the site. Eventual replacement parts are the property of AST.

8.4. Guarantee claims are conditional depending upon the Client/Buyers proving that in the assembly, starting and servicing of the goods the instructions and usage conditions set up by AST were strictly followed.

8.5. The conditions described in 8.1.-8.3. relate as well to each instance of possible defect in regards to cause of law.

8.6. Guarantee claims cease when defects are repaired and/or changed by third parties or by the Client/Buyer himself.

8.7. If a service is performed based on the plans, models or construction directions of the Client/Buyer, AST is not liable in for the correctness of the construction but rather only the execution according to the instructions of the Client/Buyer.

8.8. If the complaint or objection is justified and AST chooses to replace the faulty goods or service, the Client/Buyer has no claim for change, reduction, compensation or loss of profit. Additionally, the Client/Buyer has no claim for costs which arise from reception, use or dealings with delivered faulty goods.

9. Liability

9.1. AST is liable for damages without the usage boundaries of the Product Liability Law only then, when their intention within the lawful regulations can be proven. Liabilities for non flagrant or flagrant negligence, as well as replacement of continual damages or loss of profits, not acquired savings, loss of interest or claims of third parties against the Client/Buyer are excluded.

9.2. AST is liable within the usage boundaries of the Product Liability Law for injuries to persons or properties which the consumer suffers.

9.3. AST is not liable for damages occurred due to failure to adhere to conditions and instructions which are predetermined by AST for installation, operation and usage.

9.4. AST is also only liable for damages occurred by AST on equipment supplied by the Client/Buyer which they have requested in order to fulfill their services. All other claims from the Client/Buyer especially those requiring replacement caused by damage including consequential damage are ruled out except where intention can be proven.

9.5. The liability limits found in points 9.2.-9.4. are for buyer as well as users completely and applicably transferable with responsibility for continued transfer.

10. Trade mark rights

10.1. If AST prepares drawings, illustrations, models or additional specifications for the Client/Buyer, the Client/Buyer is held responsible for infringements to trade mark laws. It is also not AST business to sort through the client's/buyer's stipulated materials in order to determine if they have correct composition or contain certain processes or usage. The Client/Buyer is alone liable in this case. Neither the offer nor the delivery bring about any type of liability for AST.

11. Tools

11.1. Apart from special agreements, all tools remain the property of AST - even if the Client/Buyer shares in the cost of the manufacturing of these tools.

12. General Topics

12.1. Place of Performance and Jurisdiction is A 6600 Reutte. Austrian law determines the validity of this rental contract and all contract relationships, repercussions and after workings under exclusion of its confliction and regulation norms and under exclusion of the UN Right of Sales Agreement obliged to cooperate in monitoring in every way. For all disputes from the present treaty the competence of the essentially responsible court for Reutte (Austria) is agreed upon.

12.2. Should certain regulations of the herein conditions be or become unlawful, the remaining clauses and the contract itself retain their legal validity.

12.3. All of the herein conditions of agreement must be explicitly agreed upon and in written form.

