



Conditions of Sale and Delivery

This is a translation of our Conditions of Sale and Delivery. It was translated in all conscience.

However, in case of doubt the German version is valid.

Conditions of Sale and Delivery for the Motor Vehicle Industry (including the Trailer and Vehicle Body Building Industry) Date: 01 January 1969, in the version of 01 January 2002
overworked by WP Radiator in April 2010

As a matter of principle, the present General Conditions of Sale and Delivery have been drawn up for legal transactions between companies. If, in exceptional cases, they are used as a basis for legal transactions with consumers, as defined in § 1 of the Consumer Protection Act, Federal Law Gazette No. 140/79, they shall only apply to the extent as they do not conflict with the provisions of the first main section of the aforementioned law.

I. General Provisions

1. The present Conditions of Sale and Delivery shall be an integral part of every offer and every agreement. They shall apply, unless the contracting parties have expressly agreed otherwise in writing.
2. The supplier's works shall only be legally bound once the company has confirmed the offer or signed the contract.

II. Prices

1. Unless expressly agreed otherwise, all prices shall be net prices "ex works", excluding packaging and deductions. Price increases due to higher cost prices (cost of materials, wages, general overheads, etc.) occurring between the placing of the order and the delivery shall be invoiced.
2. All ancillary costs of the contract, such as financing costs, costs for land-register securitization of the purchase price claim, charges, interests, and alike shall be at Buyer's expense.

III. Terms of Payment

1. One third of the purchase price shall be due when an order is placed, the rest shall be due upon delivery, at the latest, unless another form of payment has been agreed. All payments shall be made in cash, free of expenses and

without any deductions. Checks and bills of exchange shall only be accepted upon special agreement and only on account of payment, but not on account of performance. Collection and discount charges shall be at Buyer's expense. Seller may refuse any offered payment by check or bill of exchange without having to give any reason therefore. In the event that a due date for a payment is exceeded, or an acceptance is delayed, the company shall have the right to charge interest on arrears in the amount of 7.5% above the respectively valid interest base rate of the European Central Bank. In case of Buyer's non-compliance with a contract, the supplier's works shall be entitled to either claim the damage suffered and the lost profit or consequential damages (penalty) in the amount of 10% of the agreed purchase price.

2. Seller shall continue to have full ownership of and title to all purchased objects, including tools for the production or adaption of the real product, until Buyer has fully met all obligations arising from the purchase agreement. As long as the ownership title is retained, it is inadmissible to sell, pledge, assign as security, lease or otherwise permit the use of the purchased objects without the written consent of Seller. Buyer agrees that all payments made by him shall be used first to settle repair costs, then spare-part claims, then interest payments and other ancillary charges, and only then – at the end – for the goods covered by the retained ownership title.
3. In the event that any third party should claim the product subject to a retained ownership title, Buyer must inform the supplier's works thereof immediately by means of registered letter.
4. While the title to ownership is retained, Buyer shall have the purchased object insured at its full value against all risks, including fire, upon Seller's request. The insurance policies shall be recorded for the benefit of Seller.
5. While the title to ownership is retained, Buyer shall be obliged to keep the purchased object in an appropriate condition and to have any repairs, becoming due, made immediately at Seller's repair workshop – except for emergency cases – or at another workshop, recognized by the supplier's works.
6. Loss of set date shall be the consequence of any default in payment, as well as of any infringement of another contractual provision, which shall entitle the supplier's works to withdraw from a contract with immediate effect.
7. Any offsetting of alleged counter-claims by Buyer against the supplier's works in the form of purchase price instalments or a right of retention against the supplier's works shall not be admissible. In particular, Buyer shall not be entitled to withhold payments due to warranty claims or other claims that the supplier's works has not acknowledged.
8. The contracting parties are in agreement that the rights and obligations governed by a contract shall not be affected by the introduction of the Euro as sole lawful means of payment. Payment obligations, especially when

determined by money values, shall be deemed to have been agreed in Euro as of 01 March 2002. Any conversion shall always be made on the basis of the officially established rates of exchange. The contracting parties are in agreement that the conversion to the Euro shall neither give rise to a right of termination, withdrawal or contestation, nor to a claim for damages or modification of the agreement.

IV. Delivery

1. Unless expressly agreed as fixed, the delivery periods shall be subject to change without notice.
2. The delivery period shall commence when a contract becomes effective, however, never before an agreed down-payment or first instalment has been paid.
3. In the case of an agreed modification of the order, the supplier's works shall be entitled to re-schedule the delivery date.
4. The supplier's works shall reserve the right to modify the design and the form during the delivery period.
5. Any and all indications in the specifications on performance, weights, operating costs, speeds, etc. shall be regarded as approximate indications.
6. Unless it is agreed otherwise, any scrap deriving from repair work or vehicle body work shall become the property of the supplier's works, without this requiring any separate notice to the customer.
7. Any claim for damages on the part of Buyer for non-performance or delay shall be excluded, unless these circumstances have been caused by the supplier's works deliberately or with gross negligence.
8. The supplier's works reserves the right to withdraw from the contract if it becomes aware - after an order has been confirmed and prior to delivery - of circumstances concerning the ordering party's economic situation, which make it appear likely that its claim may not be properly secured.

V. Performance and Conditions of Acceptance

1. A delivery shall be deemed to have been made:
 - a) in case of deliveries "ex works":

If notice has been given that the goods are ready for shipment. Buyer shall examine and accept the purchased objects at the agreed place of acceptance (at the supplier's works if no other arrangements have been agreed upon), once he has been given notice that the goods are ready for shipment. If this acceptance does not take place within eight days, the

purchased object shall be deemed to have been duly accepted;

b) in case of deliveries with an agreed place of shipment:
with the departure from the supplier's works.

2. If Buyer expressly or tacitly waives the inspection, the purchased object shall be deemed to have been duly delivered and accepted when it leaves the supplier's works.
3. All risks, including the risk of accidental loss, shall pass to Buyer at the time of performance. Buyer himself shall arrange for the necessary insurance coverage at his own expense. As of this date, the purchased object shall be deemed to have passed to Buyer's power of control, as defined in § 6 of the Product Liability Act, and thus to have been put into circulation. The supplier's works shall only arrange for insurance coverage, if an express agreement to this effect has been made in a specific case. This shall also apply to products left for repairs, from the time of their acceptance until the time of performance. If the supplier's works sets a date for collection, which Buyer exceeds, a charge for the keeping may be charged.
4. Shipments shall always be made ex supplier's works at Buyer's cost and risk.

VI. Warranty

1. The supplier's works shall only warrant to the first buyer, when all payment obligations have been met, that a vehicle is free from defects in workmanship according to the respective state of the art.
2. The supplier shall be liable to legal warranty claims according to § 922 et sqq. of the Austrian General Civil Law Code, additional claims are excluded.
3. The warranty shall be fulfilled either through repair of the carriage and postage free returned products or through replacement of these products. At all events only the part will be replaced, which shows a defect in the material or in work. The laid out expenses for the mounting and demounting have to be borne by the Buyer.
4. The supplier's works shall not warrant for parts which it did not manufacture. It is, however, prepared to assign the claims to Buyer, which it has vis-à-vis the manufacturer on account of the defect.
5. Warranty claims will only be taken into account, if they are reported in writing to the supplier's works or the officially responsible repair shop within eight days after the delivery. The arrangements on presumption according to § 924 of the Austrian General Civil Law Code are excluded. The accepting party (Buyer) must provide evidence regarding the existence of a defect at the time of transfer. Any warranty shall cease if Buyer disregards the instructions of the supplier's works on the handling of the delivered product and, in particular, if Buyer does not have the service checks duly made

which are required.

6. There shall be no entitlement to conversion or reduction.
- 7.. Natural wear and damage that is due to negligence, inappropriate handling or average are precluded from any warranty.
8. Warranty shall cease if the purchased object is altered by a third party, or if parts of third-party origin are fitted.
9. The supplier points out that the product delivered has only been tested and approved for functioning in relation to the use of standard / commercial diesel or petrol and standard / commercial motorcar cooling fluids with additives for antifreeze and anticorrosive according to the specifications of the automobile or motorcycle industry. Due to this fact this product has to be excepted from the warranty, if used for others than the above mentioned fluids / fuels.

VII. Damages and Product Liability

1. Claims for damages shall be precluded in cases of minor negligence. The damaged party must prove any case of gross negligence.
2. Any and all claims for damages shall lapse within one year after expiry of the contractually agreed warranty period.
3. The purchased object shall only provide that certainty that may be expected on the basis of the registration provisions, the instructions on use, the provisions of the supplier's works on the handling of the delivered object (operating instructions) – especially with a view to required inspections – as well as other references made and indications given.

VIII. Saving Clause

In the event that any one of the provisions becomes invalid, the validity of the other provisions shall not be affected. The parties undertake to replace the ineffective provision by an effective one that comes closest to the ineffective one in meaning and purpose.

IX. Jurisdiction

The court with subject-matter jurisdiction at the commercial court in Vienna. Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.