

General Sales and Assembly Terms and Conditions of the Company AIM Technical Solutions GmbH, 4850 Timelkam

I. GENERAL

1) These general terms and conditions (hereinafter referred to as "GTC") shall fundamentally apply for all legal businesses between **AIM Technical Solutions GmbH** (hereinafter referred to as "AIM") and the ordering party and/or employment business (hereinafter referred to as "EB"), insofar as not otherwise agreed and confirmed by us in writing. Verbal agreements must be in writing to be legally binding.

2) Solely these terms and conditions govern all transactions. We are not bound by any terms and conditions of the ordering party. If, by way of exception, the application of the GTC of the EB or the Austria standards is agreed in writing, such conditions shall only apply to the extent that they are not in conflict with these GTC. Non-conflicting terms exist in parallel.

3) Tenders/cost estimates are subject to confirmation and non-binding. Orders shall apply as accepted only following written confirmation.
By signing the confirmation of order or tender from AIM the EB declares that it in agreement with these GTC. The GTC are available and can be viewed on AIM's homepage at www.aim-gmbh.at.

4) Information on dimensions, prices and the like referred to in catalogues, brochures, circulars, advertisements, illustrations and price lists are only authoritative if expressly referred to in the confirmation of order.

5) Plans, sketches and other technical documentation as well as sample catalogues, brochures, images and the like remain our intellectual property under protection of the relevant terms of law with respect to making reproductions, imitations, and to competition.

II. CONTRACTUAL BASES:

1) Tenders by AIM are subject to confirmation. Acceptance of a tender issued by AIM is exclusively via the signature on the confirmation of order or tender from AIM by the EB or in lieu of signing these documents (exclusively the provision of personnel), via accepting the service of the manpower provided.

2) If it is determined by AIM that the creditworthiness of the EB or the executed copy of the order does not meet the necessary requirements then AIM shall be granted the right to withdraw and/or shall be entitled to demand prepayment or sufficient security.

3) Start and duration, qualification of the manpower provided and location of the employment of labour exclusively result from the contract documentation signed by the EB and AIM or the AIM's confirmation of order.

4) AIM is entitled to replace the manpower listed in the contract documentation or already provided with other equally qualified persons.

5) Unanticipated obstacles to delivery, for example strike, cancellation of delivery of materials, transportation route impediments, acts of god, shall entitle us to an appropriate extension of the performance or delivery schedule at our discretion or to withdraw from the contract.

III. PRICES

1) All our prices are understood to be excluding insurance. VAT is not included and is calculated separately.

2) The tender prices are fundamentally changeable insofar as not otherwise agreed in the contract documentation or confirmation of order signed by AM.

3) Upon closing a contract with variable prices, the price adjustment shall consist of the prices agreed to on the date of the acceptance of order in accordance with construction cost changes pursuant the price index from the relevant department of the Federal Ministry.

4) Downtime shall be calculated separately.

5) If, after granting the order, the wage conditions for the manpower provided should change due to legal or collective agreement adjustments, AIM shall be entitled to raise the agreed fees in the same measure as the increase in compensation.

If manpower is employed beyond an agreed or anticipated final date, the determination of fees shall also apply beyond this date.

6) The basis for invoicing for the services of the manpower provided are the timesheets (employment reports) to be signed by the EB after termination of the labour time on site at least once per week. If the EB or as needed AIM's client does not sign the timesheets, AIM's accounting records shall be the basis for invoicing. The burden of proof for hours listed in AIM's accounting records not having actually been worked is borne by the EB or the employment company.

IV. SERVICES: PERFORMANCE, SCOPE AND SCHEDULES

1) The supplier is obligated for execution of the service only after all technical and contractual details have been clarified and the EB has satisfied the structural, technical and legal requirements for the execution and has made any agreed payments. The schedule for performance begins with this requirement.

2) Services not expressly included in the tender documentation or other contract documentation signed by the EB shall not be owed.

3) If services are carried out based on the plans, sketches or instructions submitted by the EB, said party assures AIM with respect to the accuracy of documentation and information provided. AIM is not obligated to verify these documents and information. If the EB desires a review of the products or documentation it has provided then such review is to be expressly agreed and must be correspondingly compensated.

4) Restrictions of the scope of services:
There is no guarantee for provisional measures and only a very limited service life corresponding to the circumstance is to be expected.
Variations and colour nuances are not excluded in the case of anodised and laminated materials.

5) The following items are to be observed by the EB:

a) Providing an automobile or construction crane of our choice free of charge as well as scaffolding at working heights above 4m (if not otherwise agreed).

b) Guaranteeing a smooth workflow. The requirements for this include driveable roads for lorries, even surfaces to set up scaffolding, completed substructures, providing current and water free of charge, providing appropriate storage space in the assembly area (poss. roofed), onsite construction insurance policy and due acceptance of partial performances pursuant our specification.

c) The EB is at its own costs to provide for any official licenses necessary for the execution of the order.

6) Subsequent/additional works shall only be carried out by AIM following written order from the EB.

7) The delivery schedules AIM is to follow are subject to confirmation in the event these have not been expressly agreed in writing as fixed dates. If the agreed date of completion is not maintained, for reasons, which are attributable to the EB's sphere, the delivery schedules and/or date of completion shall be correspondingly extended or postponed. The same is applicable for modifications or supplements to the originally agreed services. Any additional charges for AIM arising from this shall be borne by the EB.

8) The provision of service shall be considered fulfilled upon delivery or start of operations, even only part of the scope of service.

V. PAYMENT CONDITIONS

1) Settlement for provision of personnel 14 days net without any deduction, otherwise

30% upon placing the order
50% at delivery or readiness to deliver (invoices for partial delivery), within 14 days net,
The remainder following invoicing within 30 days net.

2) Late interest shall be assessed for payment delays at the usual bank interest rate. Beyond this, all reminder letter, collection fees and court costs shall be to the account of the ordering party.

3) The EB is entitled to withhold payments for warranty claims. An offset of any counter claims is only possible upon issuance of a credit note by us.

4) Bills of exchange and cheques are only accepted pursuant a special agreement and only on a cash basis without obligation to protest. All collection and discount expenses shall be borne by the ordering party.

VI. RETENTION OF TITLE

1) Until full payment for the goods delivered these remain the property of AIM.

Anticipated or executed enforcement of judgement measures, insofar as these affect our retained property, are to be immediately reported to AIM in writing via registered letter. Up until this notification, the EB shall at its own costs take all appropriate precautions to defend against the executive intervention. The costs of the excisions are to be paid by the EB. In the event of resale by the EB the claim for payment of the purchase price of said party, along with all ancillary rights up to the full satisfaction of our claim applies as having been transferred to us. In the event of asserting the retention of title, AIM is entitled to withdraw the right to use our goods from EB without legal assistance. Likewise AIM may freely sell the object of the agreement and cover all expenses, subject to the assertion of further claims for compensation.

VII. GUARANTEE

1) For the term of 2 years from the date of performance (start of operations, delivery by the EB) AIM shall provide a full guarantee for the functionality of the products corresponding to the terms of the Austrian Standards [Ö-NORMEN]. For outsourced parts delivered and/or installed by AIM a guarantee shall be granted according to the third party company. An extension of the term of guarantee due to any remedy of damages is excluded.

2) Any recognisable defects are to be immediately reported in writing to AIM by the EB, at the latest however within 14 days of the start of assembly.

3) The guarantee is primarily effected by remedying the demonstrable defects on the premises within an appropriate period. The goods or components shall be collected at costs to AIM, or the defective parts replaced. If a remedy is not possible or only associated with disproportionate costs then at the discretion of AIM an appropriate price reduction shall be granted or an equal material/part shall be subsequently delivered by way of a substitute.

4) The EB is also to demonstrate the existence of a defect at the point of time of the delivery within the first six months of delivery of the material/products. The shifting of the burden of proof pursuant § 924 of the ABGB is therefore excluded.

5) Notice of defects and objections of any kind – with other loss of warranty claims and claims for damages – are to be reported in writing immediately, providing as precise a description as possible of the defect. Verbal, telephonic or delayed notification of defects and complaints shall not be considered. Following execution of an agreed acceptance/transfer, notice of defects, which were determinable upon acceptance, is excluded.

6) A guarantee remains excluded if the EB or its authorized agents inadequately maintained the goods, further if repairs or modifications by third parties or the installation of third party parts were carried out. Similarly, natural wear and tear and damages, which are attributable to negligence or incorrect handling on the part of the ordering party, are excluded from the guarantee

VIII. CANCELLATION

In the event of cancellation of a confirmed order by the ordering party, said party shall be obligated to pay a cancellation fee of 20% of the agreed price. Claims for compensation on our part for services already provided remain unaffected by this.

IX. JURISDICTION AND PLACE OF PERFORMANCE

1) Jurisdiction for all conflicts arising directly or indirectly under the agreement is the competent court with subject matter jurisdiction for the AIM's head office.

2) AIM's head office is applicable as place of performance for delivery and payment even if the transfer has been effected to another location in accordance with the agreement.

3) Austrian law applies.

X. RIGHTS AND OBLIGATIONS OF AIM AND THE EB IN THE PROVISION OF PERSONNEL

1) The EB/employment business (hereinafter referred to as "the employer") is obligated to observe all legal conditions in their currently valid versions, particularly the employee

protection act, the temporary work act, the foreign labour employment law and the law on working hours. If the employer breaches legal conditions then said party will indemnify and hold AIM harmless for any disadvantages arising as a result of this.

2) The employer is obligated to provide the necessary instruction, training and hazard prevention measures (protective clothing etc.) and to make available to the manpower provided necessary, proper and safe tools, equipment, work tools and occupational safety equipment. Costs of any legally proscribed or company medical examinations shall be borne by the employer.

3) The employer is obligated to the code of practice, instruction and duty of supervision with respect to the manpower provided and is to train and instruct the manpower in the operation of the machines and equipment. Written proof on the necessary training or instruction is to be submitted to AIM on request and all necessary information is to be provided to AIM.

4) The employer shall only deploy the manpower provided corresponding to any qualifications agreed in the individual agreement and in the field of activities therein provided. It shall not instruct the respective manpower to carry out activities to which this party is not qualified.

5) The employer is to make lockboxes and secure area available to the manpower provided during the employment of labour, in particular for clothing and any tool and other equipment provided by AIM to prevent personal injury.

6) If the use of the manpower provided does not occur for reasons for which AIM is not at fault, the employer remains obligated for the full payment of compensation. This also applies to the non-usage of the labour provided due to an unavoidable event.

7) The employer is obligated not to poach manpower from AIM, unless a corresponding written agreement between AIM and the employer has been met.

8) Manpower may not be provided to business affected by strike or lockout based on § 9 of the AÜG. The employer is therefore to immediately report such type of circumstances to AIM.

9) AIM is entitled to enter the site of the employment of labour at any time and to obtain the necessary information for verifying compliance with the employer's obligations.

10) If the manpower is not provided for any reason whatsoever or does not appear at the agreed upon place of performance, the employer is to immediately make AIM aware of this. AIM in such case shall ensure as quickly as possible that manpower is made available.

Timelkam, 07.12.2009