

TERMS AND CONDITIONS OF BUSINESS AND SALE

AREA OF APPLICATION:

These terms and conditions of business and sale (hereby referred to as "Terms and Conditions") shall be applied upon the confirmation of the order (hereby referred to as "Order Confirmation"), unless other terms are agreed upon in writing with the contract partner (hereby referred to as "Buyer"). These terms and conditions are applied to the sale of all products (hereby referred to as "Products") through MR-Plastics Ltd. (hereby referred to as "MR-Plastics"). The terms and conditions will be applied to all valid, executed contracts. Once the buyer has accepted these terms and conditions they will be considered permanently valid and applied to all future contracts without specific reference. If the following terms and conditions are not accepted, an immediate written opposition refusal, addressed to MR Plastics is necessary.

OFFERS:

An offer, either oral or written, is not binding, unless there has been a written commitment stating that it is binding.

ORDER CONFIRMATION:

If changes to the offer are desired or a decision to not accept the offer is made, the buyer is obliged to immediately notify MR-Plastics in writing. The buyer will be informed about the order confirmation by fax, mail or other means. In the event of an error in the order confirmation, the buyer is requested to notify MR-Plastics and send the correct changes of the confirmation by fax, e-mail or other means. Once the buyer has acknowledged the order confirmation it will be regarded as an order (e.g. by email, fax or telephone pledges).

PRICES:

Prices are generally valid according to the order confirmation. MR Plastics reserves the right to unilaterally, and without prior notice, change the prices in case of amending imposed taxes, charges, premiums, etc. This also applies to contracts whose delivery is still pending.

TERMS OF PAYMENT:

Unless the bill states otherwise, the purchase price is requested immediately upon receiving the invoice. If the buyer does not pay, MR Plastics will impose a default interest at the rate of (a) 5% above the current discount rate of the central bank of the country in which the buyer is resident, beginning at maturity, or (b) if the discount rate is not known, a default interest at the rate of 15% per year. If MR-plastics must use external assistance to receive the payments for already processed deliveries due to the delay in payment, the buyer must pay all causally associated costs. This particularly refers to court fees, collection costs, default interest and admonition expenses. Retentions of payments or compensations with counter claims, which are not recognized by MR-Plastics, are excluded. Payments must be transferred to the MR-Plastics bank account mentioned on the bill.

DELIVERIES:

Deliveries by MR Plastics are carried out in accordance to the internationally accepted rules concerning trade terms, as published by the International Chamber of Commerce in Paris (Incoterms 2000). The detailed terms of delivery and storage of goods can also be determined specifically with MR Plastics upon ordering. Set dates can not be accepted. If delivery complications occur that are caused by unforeseen difficulties such as operating problems, wars, strikes, transport difficulties and administrative measures, as well as any kind of force majeure, the delivery time shall be extended accordingly. This does not entitle the buyer to compensation and enables MR plastics to partially or completely revoke their delivery commitments.

FORCE MAJEURE:

Should MR-Plastics not be responsible for a delay, the stated delivery time will be extended. This could occur due to strikes, fires, collapse of the operation of our suppliers, embargo, confiscation of material, energy and transportation restrictions, or if any of our supplier's delivery delays are due to the above mentioned causes. The listing of these reasons is purely exemplary.

INSPECTION AND REPRIMAND OBLIGATIONS:

The buyer is committed to examining the products immediately and in detail for obvious defects. The buyer can make claims on hidden defects for up to one month after delivery; once this period has passed no more claims can be made. The buyer has a period of 7 days, excluding Sundays and legal holidays, to make a written claim to MR-Plastics describing the obvious deficiencies. Defects that are found after this 7 day period must be reported immediately upon finding and no later than one month after delivery. If no claims are submitted within the timeframe mentioned above the good is considered as finally accepted and MR-Plastics has complied with its contractual obligations. All claims must be submitted in writing and with a detailed description of the defects. In the event of non-compliance with the special storage conditions of goods mentioned in the order confirmation, the buyer has no right to make a claim.

PRODUCT LIABILITY:

MR-Plastics is only responsible for mandatory product liability, further liabilities for MR-Plastics are excluded.

LIABILITY RESTRICTIONS:

MR-Plastics accepts no responsibility for ensuring that their products are suitable for a particular use unless MR-Plastics has previously confirmed this responsibility in writing. MR Plastics does not guarantee that the buyer does not violate trademarks or copyrights of third parties in its sale or handling of the product. In this case MR-Plastics will not refund any related costs and damages. If there is an acceptable defect in a purchased product or a non-delivery occurs due to deficit, MR-Plastics is able to chose to replace the product or reduce the price. This rule does not apply to claims that fall under the product liability clause (see product liability).

JURISDICTION AND PLACE OF IMPLEMENTATION:

These terms and conditions apply to Austrian law. Both parties agree that they must present a legal dispute to the relevant commercial court.

TITLE RETENTION ASSURANCE:

If the delivery occurs before all payments have been carried out, the goods remain property of MR-Plastics until all payments have been made. The goods are subject to the laws of the country in which they reside. The buyer is entitled to resell its goods in ordinary business transaction, but must inform MR-Plastics in writing if they do so. If the sale occurs on loan the buyer passes the purchase price claim on to MR-Plastics. The buyer will inform the second buyer about this backup assignment and note the transfer in their account books and contracts with third parties. If MR-Plastics is not informed about a resale of goods the buyer must pay a penalty equivalent to 100% of the goods value and compensation.

PARTIAL INVALIDATION:

Should any of these terms and conditions prove to be invalid, illegal or unenforceable, the validity of the remaining terms and conditions will not be restricted.

ADDITIONAL TERMS AND CONDITIONS:

The buyer accepts that for all business ties with MR-Plastics the following address is valid:

MR-Plastics GmbH,
Wiener Strasse 12
A - 2120 Wolkersdorf
Austria

mrplastics@mrplastics.at
Tel. ++ 43 22 45 200 31 0
Fax. ++ 43 22 45 200 21 20