

**International Conditions  
of Sale**

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**International Conditions of  
Sale for Customers not  
Resident in Austria**

## International Conditions of Sale

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### I. Application of the International Conditions of Sale

1. These International Conditions of Sale apply to all customers of SynFlex Elektro GmbH (FN 137677t) - hereinafter referred to as SynFlex - whose relevant place of business is not in Austria. For customers whose place of business is in Austria, the General Conditions of Sale of SynFlex apply, which will be forwarded on request. In each case, the relevant place of business is the one which concludes the contract in its own name.

2. These International Conditions of Sale apply to all contracts whose preponderant object is the sale of goods to customers. Additional obligations assumed by SynFlex do not affect the application of these International Conditions of Sale.

3. Conflicting or differing terms referring to business, contractual and/or conditions of purchase for the customer do not bind SynFlex, even if SynFlex does not explicitly object to them or even if SynFlex unconditionally renders performance or accepts the customer's performance irrespective of the customer's conflicting or differing terms of business. The provisions of this paragraph equally apply insofar as the terms of business of the customer, irrespective of the contents of these International Conditions of Sale, deviate from statutory provisions.

4. These International Conditions of Sale do not apply, if the customer buys the goods for personal, family or household use and if SynFlex knew or should have known that at the conclusion of the contract. The customer is obligated to inform SynFlex in advance and in good time completely and truthfully if the goods should be acquired for personal use, etc. In the absence of timely and complete information, as much as truthful and clear information, but in the event that a contractual relationship has come into effect which is subject to further claims and legal consequences, SynFlex reserves the right to withdraw from the contract with immediate effect.

### II. Formation of the Contract

1. The customer is under an obligation to give written notice to SynFlex prior to the formation of a contract if the goods to be delivered are to be fit not only for normal use or will be used in circumstances which are unusual or which present a particular risk to health, safety or the environment, or which require a more demanding use or if there is a risk of atypical damages or unusual amounts of loss.

2. Customer orders are to be made in writing. If the customer's order deviates from the proposal or the tender submitted by SynFlex, the customer will emphasize the differences as such. Illustrations and drawings just like the measurements and weight indications featuring in SynFlex's proposals or offers are only there as guidelines.

3. All orders, in particular also those received by employees of SynFlex, will take effect exclusively if followed by a written acknowledgement of the order by SynFlex. The actual delivery of the goods ordered, any other conduct of SynFlex or silence on the part of SynFlex does not allow the customer to assume the formation of the contract. SynFlex can dispatch such written acknowledgement of the order up to and including 14 calendar days after the customer's order has been received by SynFlex. Until this time, the customer's order is irrevocable. The date of the postmark is used in this case to define the date it was sent / the forwarding of the electronic order confirmation. Until this time, the Customer's order is irrevocable.

4. The written acknowledgement of the order by SynFlex is considered duly received, if it is received by the customer within 14 calendar days after its date of issue. The customer will inform SynFlex without delay, if the written acknowledgement of the order is received with some delay. SynFlex may convey the order confirmation electronically or by fax, as long as it is made in time.

5. The written acknowledgement of the order by SynFlex sets out all the terms of the contract and brings the contract into effect even if - except for the price for the goods and the quantity to be delivered - the written acknowledgement is not consistent with the declarations of the customer in every respect, especially with reference to the exclusive application of these International Conditions of Sale. Particular wishes of the customer, namely warranties or guarantees with reference to the goods or the performance of the contract therefore require express written confirmation by SynFlex in every case. The contract will only fail to come into existence if the customer objects in writing that the acknowledgement of the order by SynFlex is not consistent with the declarations of the customer in every respect and specifies the deviations in writing and the objection is received by SynFlex within a short time, at the latest seven calendar days after receipt of the written acknowledgement of the order by the customer.

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6. SynFlex's employees, commercial agents or other sales intermediaries are not authorized to dispense with the requirement of a written acknowledgement of the order by SynFlex or to make promises which differ from its content or guarantees. If and to what extent such persons are authorized to make or receive declarations with effect for or against SynFlex, is to be determined according to Austrian law.

7. Changes to the concluded contract likewise require written confirmation by SynFlex.

8. Quotations by SynFlex are made without any obligation, unless otherwise specifically stipulated.

### III. Obligations of SynFlex

1. Subject to an exemption according to section VII.-1. b) SynFlex must deliver the goods specified in the written acknowledgement of the order, and transfer the property of the goods after they have been paid for in full and other obligations have been fulfilled by the customer. SynFlex is not obliged to perform obligations not stated in the written acknowledgment of the order by SynFlex or in these International Conditions of Sale, in particular SynFlex is under no obligation to render planning services, to deliver accessories not explicitly listed, to install additional safety devices, to carry out assemblies or to advise the customer. SynFlex is in no case liable to perform duties associated with the putting of the goods into circulation outside Austria.

2. SynFlex's obligations under the contract made with the customer are owed only to the customer. Third parties not involved in the conclusion of the contractual relationship, in particular the customer's clients, are not entitled to request delivery to be made directly to them or to bring any other contractual claim against SynFlex. The customer's responsibility to take delivery continues to exist even if it assigns rights to third parties. The customer gives SynFlex an unlimited indemnity against all claims made by third parties against SynFlex out of the contract made with the customer. The indemnity includes in particular the reimbursement of expenses incurred by SynFlex and is granted by the customer waiving any further conditions or other objections, in particular waiving any defense of limitation.

3. SynFlex undertakes to deliver goods of average kind and quality taking account of the tolerances customary in trade concerning the kind, quantity, quality and packaging. If the goods cannot be delivered in the condition offered at the time of the

formation of the contract because technical improvements to goods of series production were made, SynFlex is entitled to deliver the goods with the technical improvements. SynFlex is entitled to make part deliveries and to invoice them separately.

4. If further specification is required in relation to the goods to be delivered, SynFlex will carry this out having regard to its own interests and to the identifiable and legitimate interests of the customer. A request to the customer to specify the goods, or to participate in the specification, is not required. SynFlex does not undertake to inform the customer of the specification it has made or to give the customer the option of a differing specification.

5. SynFlex undertakes to place the goods at disposal for collection by the customer at the agreed time of delivery at the place of delivery indicated in the written acknowledgement of the order or by way of precaution at the SynFlex premises in Gablitz/Austria. Previous separation or marking of the goods or notification to the customer of the goods being placed at disposal is not required. SynFlex is not obliged to arrange for the shipment of the goods or to insure the goods. Under no circumstances, not even when INCOTERMS are agreed SynFlex is obliged to inform the customer of the delivery or to examine the goods with respect to their conformity with the contract on the occasion of delivery. The agreement of INCOTERMS in Group F, Group C or Group D or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; moreover, the provisions laid down in these International Conditions of Sale continue to apply.

6. Agreed delivery time periods or delivery dates are subject to the customer's procuring any required documents, releases, permits, approvals, licenses or any other authorizations or consents in sufficient time, opening letters of credit and/or making down-payments as agreed and performing all other obligations incumbent upon it properly and in good time. Moreover, agreed delivery time-periods begin on the date of the written acknowledgement of the order by SynFlex. SynFlex is entitled to deliver earlier than at the agreed delivery time, even only in part, as well as to make it available for collection.

7. Without prejudice to any further rights listed in these international sales conditions and/or legal rights, SynFlex is entitled to fulfill its obligations after the agreed delivery date, if it informs the customer that it will exceed the delivery time limit and set a reasonable

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time period for late performance. Subject to the aforesaid conditions, SynFlex is entitled to make repeated attempts at late performance. The customer can object in writing to late performance within reasonable time, if the late performance is unreasonable. An objection is only effective, if it is received by SynFlex before commencing late performance. SynFlex will reimburse necessary additional expenditure, proven and incurred by the customer as a result of exceeding the delivery time to the extent that SynFlex is liable for this under the provisions laid down in section VII.

8. Risks as to price and performance even in relation to goods which are not clearly identifiable to the contract and without it being necessary for SynFlex to give notice, pass to the customer at the latest as soon as the loading of the goods has begun or as soon as the customer does not accept delivery in accordance with the contract or title to the goods has passed to the customer. The loading of the goods is part of the customer's obligations. The agreement of INCOTERMS in Group F, Group C or Group D or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; moreover, the provisions laid down in these International Conditions of Sale continue to apply.

9. SynFlex is not obliged to procure documents or certificates not expressly agreed, to obtain any licenses, authorizations or other documents necessary for the export, transit or import, to satisfy security measures, such as the United States Container Security Initiative, in respect of containers or to procure customs clearance. However, SynFlex renders at the customer's request, risk and expense every assistance to the customer. The agreement of INCOTERMS in Group F, Group C or Group D or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; moreover, the provisions laid down in these International Conditions of Sale continue to apply.

10. SynFlex is not obliged to bear levies, duties and charges accruing outside Austria, to comply with weight and measuring systems, packaging, labeling or marking requirements, registration or certification obligations applicable outside Austria or to comply with any other legal provisions applicable to the goods outside Austria. SynFlex is not obliged to make available documents or other written materials about the goods in any language other than German or to take back according to legal provisions regarding

waste-disposal from the customer or a third party goods delivered to the customer or packaging material. Irrespective of any statutory provisions, the customer shall at its own cost take care of or in any other way ensure renewed utilization, material recycling or otherwise prescribed waste disposal of the goods delivered by SynFlex to the customer and of the packaging material.

11. Without prejudice to its continuing legal rights, SynFlex is entitled to suspend the performance of its obligations so long as, in the opinion of SynFlex, there are grounds for concern that the customer will wholly or partly fail to fulfill its obligations in accordance with the contract. In particular, the right to suspend arises if the customer insufficiently performs its obligations to enable payment to SynFlex or a third party or pays late or if the limit set by a credit insurer has been exceeded or will be exceeded with the forthcoming delivery. Instead of suspending performance SynFlex is entitled at its own discretion to make future deliveries, even if confirmed, conditional on payment in advance or on opening of a letter of credit confirmed by one of the big German commercial banks. SynFlex is not required to continue with performance of its obligations, if an assurance given by the customer to avoid the suspension does not provide adequate security or could be challenged pursuant to an applicable law.

12. Except as provided in section III.-7., SynFlex is only obliged to inform the customer of possible disruption in performance, once the commencement of the disruption is definitely certain for SynFlex.

#### IV. Price for the goods, Payment and Taking Delivery of the Goods

1. Irrespective of continuing obligations of the customer to guarantee or to enable payment, the customer undertakes to pay the agreed price for the goods in the currency specified in the written acknowledgement of the order, transferring it without deduction and free of expenses and costs to the financial institution and on the bank account designated by SynFlex. Insofar as the delivery shall not take place within 4 months after the conclusion of the contract, SynFlex can increase the agreed price by a reasonable amount having regard to the increases in the cost of materials, personnel or energy in the meantime. In addition, together with the purchase price, the customer will pay SynFlex the amount of the deposit stated in the invoice for the temporary provision of barrels and spools (VIII.-2). The prices for copper wire are considered to be transformation

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prices. The copper prices applicable (subject to supply) are the higher DEL- notice rate from the day before the delivery plus 2% purchase costs plus 6,8% supplement for processing. To the extent that a price for the goods has not been agreed, the price which is at the agreed time of delivery SynFlex's usual price for the goods will apply. SynFlex's employees, commercial agents or other sales intermediaries are not authorized to accept payments.

2. The payment to be made by the customer is in any event due for payment at the time specified in the written acknowledgement of the order, or by the latest on receipt of the invoice. The due time for payment arises without any further pre-condition and, in particular, does not depend on whether the customer has already taken delivery of the goods and/or the documents and/or has had an opportunity to examine the goods. The periods granted for payment will cease to apply and outstanding accounts will be due for immediate payment, if insolvency proceedings relating to the assets of the customer are applied for or commenced, if the customer without providing a justifiable reason does not meet fundamental obligations due towards SynFlex or towards third parties or if the customer has provided inaccurate information regarding his creditworthiness. Discounts have to be set out in every case in the written acknowledgement of the order by SynFlex and are subject to full and timely payment of all SynFlex's accounts receivable pertaining to the customer. Discounts are to apply only to the amount owed by the customer which remains after deduction of any credit notes which may be given.

3. The customer warrants that all legal requirements and documentations for the fiscal treatment regarding value added tax of the delivery and/or any service will be fulfilled and any necessary certificate of fiscal residence or other similar documentation will be duly furnished in the required form. To the extent that SynFlex has to pay Austrian and/or foreign value added tax, the customer will indemnify SynFlex in all and every respect without prejudice to any continuing claim by SynFlex. The indemnity is granted by the customer waiving any further requirements or other defenses, in particular waiving the defense of limitation or prescription and also includes the reimbursement of the expenses incurred by SynFlex.

4. Regardless of the currency and of the jurisdiction of any court, SynFlex is entitled at its own discretion to set off and allocate incoming payments against claims existing against the customer by virtue of its own or

assigned rights at the time of payment. If payments owed by the customer are not duly credited to SynFlex, SynFlex can change into money at the lower DEL- notice rate any credit account for metal given to the customer in writing and then set-off its claims against the customer against this money sum. The compensation of any disadvantages, caused for example by price fluctuations, which might incur to the customer as the result of an exchange, is excluded in its entirety.

5. Any statutory rights of the customer to set-off against claims of SynFlex are excluded, except where the corresponding claim of the customer is in the same currency, is founded in the customer's International Conditions of Sale for Customers not own right and has either been finally adjudicated or is due and undisputed.

6. Any statutory rights of the customer to suspend payment or to decline acceptance of the goods or to raise defenses or counter-claims are excluded, except where despite written warning by the customer SynFlex has committed a fundamental breach of its obligations due and arising out of the same contractual relationship, and has not offered any adequate assurance.

7. The customer undertakes to take delivery of the goods at the delivery time without taking any additional period of time and at the place of delivery indicated in the written acknowledgement of the order by SynFlex or by way of precaution at the premises of SynFlex in Gablitz/Austria. The customer is only entitled to refuse to take delivery of the goods if it avoids the contract in accordance with the rules in section VI.-1.

### V. Delivery of non-conforming Goods or Goods with Defective Title

1. Without prejudice to any exclusion or reduction of liability of SynFlex provided by law, delivery does not conform with the contract if the customer proves that, taking into account the terms in section III., at the time the risk passes the packaging, quantity, quality or the description of the goods is significantly different to the specifications laid down in the written acknowledgement of the order, or in the absence of agreed specifications, the goods are not fit for the purpose which is usual in Austria. Changes in design, construction or material which reflect technical improvements don't constitute a lack of conformity with the contract. Even if the goods would have been non-conforming according to the legal requirements

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applicable in Austria, the goods shall be deemed to conform to the contract, to the extent that the legal requirements applicable at the customer's place of business do not impede the usual use of the goods. Second-hand goods are delivered without any liability for their conformity.

2. To the extent that the written acknowledgement of the order by SynFlex does not contain an explicit statement to the contrary, SynFlex is in particular not liable for the goods being fit for a purpose which is not usual in Austria or for complying with further reaching expectations of the customer or for possessing the qualities of a sample or a model or for their compliance with the legal requirements existing outside of Austria, for instance in the customer's country. In particular, slogan-like definitions, references to generally accepted norms, the use of brands, trade-marks, adverts or prospectus do not in themselves constitute a guarantee. SynFlex shall also not be liable for any non-conformity with the contract occurring after the time the risk has passed. To the extent that the customer, either himself or through third parties, initiates the removal of non-conformities without the prior consent of SynFlex, SynFlex will be released from its liability.

3. The customer is obliged vis-à-vis SynFlex to examine every single delivery comprehensively for any discoverable or typical lack of conformity with the contract at the place of delivery and moreover as required by law.

4. Without prejudice to any exclusion or reduction of liability of SynFlex provided by law, the goods delivered have a deficiency in title if the customer proves that the goods are not free from enforceable rights or claims of third parties at the time risk passes. Without prejudice to further legal requirements, third parties rights or claims founded on industrial or other intellectual property constitute a deficiency in title only to the extent that the rights are registered and made public in Austria and prevent the usual use of the goods in Austria. Irrespective of the legal requirements applicable in Austria, title to the goods is not defective, to the extent that the legal requirements applicable at the place of business of the customer do not impede the usual use of the goods.

5. The customer is obliged vis-à-vis SynFlex to give notice to SynFlex of any lack of conformity with the contract or any deficiency in title, and in any event directly and in writing. Such notice has to be formulated in such a precise manner as to enable SynFlex to effect remedy measures without need for

further requests and to secure possible claims against SynFlex's suppliers and moreover as required by law. SynFlex's employees, commercial agents or other sales intermediaries are not authorized to accept notices or to make any statements concerning lack of conformity with the contract or of title and its consequences.

6. Following due notice according to section V.-5., the customer can rely on the remedies provided by these International Conditions of Sale. The customer has no other rights or claims whatsoever and no claims of a non-contractual nature. In the event of notice not having been properly given, the customer may only rely on remedies if SynFlex has fraudulently concealed the lack of conformity with the contract or the deficiency in title. The customer's remedies for deficiency in title are subject to the same statute of limitations as are the remedies for lack of conformity. Statements by SynFlex as to the lack of conformity with the contract or as to the deficiency in title are for the purpose of explaining the factual position only, but do not entail any waiver by SynFlex of the requirement of proper notice. Furthermore, any actions by SynFlex shall absolutely not waive any pleas and objections against claims notified by the customer.

7. The customer is not entitled to remedies for delivery of non-conforming goods or goods with a deficiency in title, insofar as the customer is liable vis-à-vis third parties for conditions of the goods or their appropriateness for a use which are not subject of the agreement with SynFlex, or if the customer's claim is based on foreign law not in force in Austria.

8. To the extent that the customer in accordance with the terms of these International Conditions of Sale is entitled to remedies because of delivery of non-conforming goods or goods with defective title, it is entitled to demand in accordance with the terms of the UN Sales Convention delivery of substitute goods or repair or to reduce the price for the goods. The delivery of substitute goods or repair does not lead to a recommencement of the limitation period. The reduction of the price for the goods is limited to the damages suffered by the customer. Further claims for performance are not available to the customer. Irrespective of the customer's remedies, SynFlex is always entitled in accordance with the provision in section III.-7. to repair goods which do not conform with the contract or to supply substitute goods or to avert the customer's remedies by giving it a credit note of an appropriate amount.

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### VI. Avoidance of the Contract

1. The customer is only entitled to declare the contract void, if the respective applicable legal requirements are complied with, after it has threatened SynFlex with avoidance of the contract in writing and an additional period of time of reasonable length for performance fixed in writing has expired to no avail. If the customer claims delivery of substitute goods, repair or other performance, it is bound for a reasonable period of time to the chosen remedy, without being able to exercise the right of declaring the contract avoided. In any event, the customer must give notice of avoidance of the contract within reasonable time in writing and to SynFlex directly.

2. Without prejudice to its continuing legal rights, SynFlex is entitled to avoid the contract in whole or in part without compensation if the customer objects to the application of these International Conditions of Sale, if the written acknowledgement of the order by SynFlex is received by the customer more than 14 calendar days after its date of issue, if insolvency proceedings relating to the assets of the customer are applied for or commenced, if the customer without providing a justifiable reason does not meet fundamental obligations due towards SynFlex or towards third parties, if the customer has provided inaccurate information regarding its creditworthiness, if the cover given by a credit insurer is reduced on grounds for which SynFlex is not responsible, if SynFlex through no fault of its own does not receive supplies properly or on time, or if for other reasons SynFlex cannot be expected to fulfill its obligations by means which taking into consideration its own interests and that of the customer as far as ascertainable and legitimate at the time of formation of the contract, are unreasonable in particular in relation to the agreed counter-performance.

### VII. Damages

1. On the basis of the contract with the customer or in consequence of the contractual negotiations carried on with the customer SynFlex is only obliged to pay damages in accordance with the following provisions:

a) The customer is required in the first instance to rely on other remedies and can only claim damages in the event of a continuing deficiency. The customer cannot claim damages as an alternative to other remedies.

b) SynFlex is not liable for the conduct of suppliers or subcontractors or for damages to which the customer

has contributed. Neither is SynFlex liable for impediments which occur as a consequence of natural or political events, acts of state, industrial disputes, sabotage, accidents, terrorism, biological, physical or chemical processes or similar circumstances and which cannot be controlled by SynFlex with reasonable means. Moreover, SynFlex is only liable to the extent that the customer proves that the executive bodies or members of staff of SynFlex deliberately or in circumstances amounting to gross negligence have breached contractual obligations owed to the customer.

c) In the event of liability SynFlex will compensate within the limits of lit.

d) the losses of the customer to the extent that the customer proves that he has suffered an unavoidable loss caused by the violation of contractual obligations by SynFlex and foreseeable to SynFlex, at the time of the formation of the contract in respect of the occurrence of the loss and its amount. Moreover, the customer is required to mitigate its loss as soon as a breach of contract is or ought to be known.

e) SynFlex is not liable for loss of profit or damage to reputation. Moreover, the amount of damages for late or non-existent delivery is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent, and for other breaches of obligations is limited to an amount of 200 per cent of the value of the nonconforming part of the contract. However, this subparagraph does not apply to gross negligence by the executive bodies or the management of SynFlex.

f) For breach of contractual obligations owed to the customer, SynFlex is obliged to pay damages exclusively in accordance with the provisions of these International Conditions of Sale. Recourse on concurrent bases of claim, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against SynFlex's company organs, employees, servants, members of staff, representatives and/or those employed by SynFlex in the performance of its obligations on grounds of breach of contractual obligations owed by SynFlex.

g) Insofar as the limitation period may not already have barred the claim, claims for damages brought by the customer are excluded for six months beginning with the rejection of the claim for damages by SynFlex.

2. Irrespective of SynFlex's continuing legal or contractual claims the customer is obliged to pay damages to SynFlex as follows:

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a) In the event of delay in payment the customer will pay the costs of judicial and extra-judicial means and proceedings, usual and accruing within the country and abroad, as well as (without evidence being necessary) interest at the rate applicable in Austria for unsecured short-term loans in the agreed currency, at least however interest at 8 per-cent points over the base main

International Conditions of Sale for Customers not refinancing rate of the European Central Bank.

b) In the case of a failure to take delivery of the goods by the customer or of seriously late taking delivery of the goods by the customer, SynFlex is entitled to claim damages without evidence being necessary up to 15 per cent of the value of the goods to be delivered.

3. Within the bounds of what is legally possible as well as within what is usual in the trade, the customer is in its commercial relationships with its clients obliged to limit its liability for compensation both in principle and in amount.

### VIII. Other Provisions

1. Title of the goods that have been delivered remains with SynFlex until full settlement of all claims existing against the customer. The allocation of risk as to price and performance in section III.-8. is not affected by the reservation of title.

2. Barrels and spools delivered with the goods, for which a deposit has been charged in the invoice (IV. - 1.), remain the property of SynFlex and are only temporarily given to the customer. The barrels and spools are to be given back to SynFlex after being emptied. If the barrels and spools are returned in good condition within six months of delivery, SynFlex will give the customer credit for 90 per cent of the amount of the deposit.

3. The customer shall, without any demand being necessary, inform SynFlex if SynFlex has to observe any particular duties of reporting or registration or providing information or prior notification or retaining documents or any other requirements for access to market, under the provisions in force in the customer's country or in the country where the goods are to be used. Moreover, the customer will monitor the delivered goods in the market and inform SynFlex directly and in writing of any concern that the goods might pose a risk to third parties.

4. Without prejudice to SynFlex's continuing claims, the customer will indemnify SynFlex without limit

against all claims of third parties which are brought against SynFlex on the grounds of product liability or similar provisions, to the extent that the liability is based on circumstances which - such as, for example, the presentation of the product - were caused by the customer or other third parties without express written consent of SynFlex. In particular, the indemnity also includes the reimbursement for expenses incurred by SynFlex and is granted by the customer waiving further conditions or other objections, in particular without requiring compliance with control and recall obligations, and waiving any defense of limitation.

5. In relation to pictures, drawings, calculations and other documents as well as computer-software, which have been made available by SynFlex in a material or electronic form, the latter reserves all proprietary rights, copyrights, other industrial property rights as well as know-how rights.

6. All communications, declarations, notices etc. are to be drawn up exclusively in German or English. Communication by means of fax or e-mail fulfill the requirement of being in writing, as long as no deviating regulations have been made on international sales conditions or on individual cases.

### IX. Copper account

1. If SynFlex and the customer agree to establish a so-called "copper account", SynFlex will credit to the account the quantity of copper which the customer has provided to SynFlex in the form of old copper or copper obtained by the customer from other sources. Quantities in the copper account are in kilograms.

2. Copper to be provided must correspond with LME-registered Grade A electrolyte copper cathodes. It must be available either six weeks before the desired delivery date or with the ordering of the enameled copper wire in completely fungible form without being bound to any copper wire rod. The delivery and the place of delivery are to be agreed with SynFlex. The copper account will be kept under continuous observation by SynFlex for compliance with the conditions set out above. The holder of the account will be informed about the quantity of copper so ascertained regularly. The quantity to be provided shall be at least 5,000 kg.

3. On the delivery of copper wire to the customer, the copper proportion will be debited to the copper account. If on the day of delivery there is no or no sufficient copper available in the copper account, the quantity of copper lacking will be charged at the higher



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DEL-notice price from the day before the delivery plus 2% purchase costs plus 6,8% supplement for processing.

4. On taking delivery of the copper delivered by the customer for further processing or transformation, the credit for the metal content is given exclusively on the basis of the weights ascertained on entry to SynFlex's warehouses. SynFlex and the customer agree, that the ownership of copper so delivered transfers to SynFlex on receipt by SynFlex or its agents. The contractual rights of the customer against SynFlex are not affected. Any payment due can be made in metal (copper) or money at SynFlex's option.

5. In the case of a copper account which is in deficit, the availability of discount (clause IV.-2) lies in SynFlex's complete discretion.

### X. General Basis of Contracts

1. The place of performance and payment for all obligations arising from the legal relationship between SynFlex and the customer is Gablitz/Austria. This provision also applies if SynFlex assumes the costs of money remittance, renders performance for the customer somewhere else or payment is to be made in exchange of documents or goods or in the case of restitution of performances already rendered. The agreement of INCOTERMS or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; moreover, the provisions laid down in these International Conditions of Sale continue to apply. SynFlex is also entitled to require payment at the place of business of the customer.

2. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention / CISG) in the English version as well as the usage in force in Austria govern the legal relationship with the customer. The UN Sales Convention applies, above and beyond its own area of application, and regardless of reservations adopted by other states, to all contracts to which these International Conditions of Sale are to be applied according to the provisions of section I. Where standard terms of business are used, the INCOTERMS 2000 of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Conditions of Sale.

3. The formation of contract, including agreements as to the jurisdiction of courts and arbitrators, and the rights and obligations of the parties, also including

pre-contractual and collateral obligations, as well as the interpretation are exclusively governed by the UN Sales Convention together with these International Conditions of Sale. Outside the application of the UN Sales Convention, the legal relationship between the parties is governed by the non-uniform Swiss law, namely by the Swiss Obligationen- recht.

4. All contractual and extra-contractual disputes arising out of or in connection with contracts to which these International Conditions of Sale apply, shall be finally resolved by arbitration according to the Rules of the London Court of International Arbitration (LCIA) without recourse to the ordinary courts of law. The tribunal shall consist of three arbitrators, one of them shall be nominated by the claimant, one of them by the defendant and the chairman shall be nominated by the LCIA, or if the amount in dispute is inferior to € 50,000, there shall be one arbitrator nominated by the LCIA. The place of the arbitration shall be Zurich/Switzerland, the languages used in the arbitral proceedings shall be German and/or English. Instead of bringing an action before the arbitral tribunal, SynFlex is also entitled to bring an action before the national courts having jurisdiction in Gablitz/Austria or at the customer's place of business, or before other courts having jurisdiction according to law. Every claim or counterclaim by the customer before a national court is excluded.

5. If provisions of these International Conditions of Sale should be or become partly or wholly ineffective, the remaining arrangements will continue to apply. The parties are bound to replace the ineffective provision with a legally valid provision, as close as possible to the commercial meaning and purpose of the ineffective provision.

6. Any collateral agreements, restrictions, amendments, supplements or deviations of or to the current international sales conditions shall be made in writing to be legally effective. The same shall also apply to a deviation from this written form requirement.