

Austrian Addendum to the Terms and Conditions of Sale

1. INTRODUCTION.

This Austrian Addendum to the Terms and Conditions of Sale (the "**Addendum**") supplements the Terms and Conditions of Sale (the "**Conditions**") regarding a contract as defined in the Conditions (the "**Contract**") concluded with a Buyer having its principal place of business or, in case of natural persons, its place of residence in Austria. Terms not defined herein shall have the same meaning as in the Conditions. In case of any conflict between this Addendum and the Conditions, this Addendum shall prevail.

2. LANGUAGE.

The prevailing language for the contractual relationship with Buyer is English. Any translation of our Conditions or this Addendum in the German language is merely done for Buyer's convenience.

3. LIABILITY.

3.1. Clause 13 of the Conditions shall not be applicable if the liability concerns personal injuries or results from willful misconduct or extreme gross negligence (*krass grobe Fahrlässigkeit*) of Seller. Buyer must prove the existence of extreme gross negligence of Seller.

3.2. The entitlement to legal recourse in accordance with Art. 933b of the Austrian Civil Code (ABGB) is excluded.

3.3. If the Austrian Products Liability Act applies, Buyer will defend, indemnify and hold Seller harmless with regard to recourse claims of third parties. If Buyer is itself held liable on the basis of the Austrian Products Liability Act, Buyer expressly waives any right of recourse against Seller, in particular pursuant to Section 12 of the Austrian Product Liability Act.

4. RETENTION OF TITLE AND RESALE.

4.1. Seller retains ownership title to the Products delivered until receipt of all payments arising from the Contract.

4.2. Buyer shall be entitled to resell the Products which are subject to retention of title, or to use the Products for manufacturing purposes, provided that this is in the ordinary course of business and that Buyer is not in default with its payment obligations vis-a-vis Seller. If Seller has granted a term for payment, Buyer may resell the Products only with retention of title. Buyer hereby assigns to Seller for security purposes any and all claims (including also all claims for the balances from current accounts and claims for the return of the products) which Buyer may have against its own customers resulting

from the resale of such products or from a possible rescission of such resale contracts, or other related claims (including also claims under insurance contracts, claims for unjust enrichment, claims under tort law, etc.). Buyer shall record any such assignment in its business records.

4.3. Buyer's right to resell or to use the Products which are subject to Seller's retention of title shall be revoked if Buyer fails to pay any outstanding receivable to Seller, or if an insolvency or similar proceeding is initiated, if third parties initiate enforcement proceedings relating to the receivables assigned pursuant to section 4 hereof or relating to the Products which are subject to the retention of title, or relating to any other assets of Buyer.

4.4. If any Products which are subject to Seller's retention of title should be mixed or manufactured with other property, Seller shall acquire title to the new product (or mixture) in proportion with the value of Products to which Seller had retained title, as compared to the value of the new product (or mixture). Any such manufacturing or mixing of Products which are subject to Seller's retention of title shall be deemed made by Buyer on behalf of Seller. Buyer shall store such new products for Seller. The provisions of this Clause 4 shall apply accordingly for Seller's title in such products.

4.5. Upon violation of any contractual duties by Buyer, Seller shall be entitled to take possession of the Products which are subject to Seller's retention of title and to demand assignment of Buyer's repossession claims against third parties.

5. GOVERNING LAW.

This Addendum is governed by Austrian law without regard to its conflict of law provisions and to the United Nations Convention on Contracts for the International Sale of Goods.