DELIBERACY- and SALES CONDITIONS

1. Area of validity
The contractual basis between HELLA Sonnen- und Wetterschutztechnik (Sun and Weather Protection Technology) GmbH (Company or Vendor) and the customer (Buyer) is the contents of the order form. Its signature means that the conditions of sale, delivery and installation apply as an integral part of the contract. For consumer companies according to the consumer protection act, these conditions only apply in as far as they do not contradict the law. Changes and supplementary agreements must be provided in writing.

2. Prices
The prices agreed on, on signing the contract include packaging free of charge at the agreed place of taking in charge of the client, as long as it has been agreed that delivery shall take place using the vehicles of the company. Any special packaging requested will cost extra. If any other type of shipping is requested (rail, post, forwarding agent), the freight costs are on the client's account. If installation is in the terms offered, the prices do not include chiseling out or plastering, nor any external scaffolding required. The required drilling for the drive elements duct are included in the installation prices, as long as they are not aggravated by concrete, iron reinforcement or other metal parts. When determining prices, it is assumed that the installation works can be carried out continuously (without interruption). Any delays to the installation works caused by the customer will be separately invoiced.

3. Order Commitment
The company is entitled to refuse to accept an order in writing within 4 weeks. Since the products are tailor-made by the company, returning or exchanging them is not possible. By signing the order form, the accuracy of the dimensions is considered checked and confirmed by the customer, if the measuring has not been carried out by the customer.

4. Actual Measurements
The date of delivery, once set, is only binding if taking the actual measurements on the agreed date is made possible. If, instead of these actual measurements, customers provide measurements from plans, their accuracy must be confirmed by the customer in writing.

5. Delivery Time
Delivery times given are only binding if this has been specifically expressed in writing. Should a delivery date that has been assured by the company not be adhered to, the customer is obliged to set a period of grace of at least four weeks. The customer does not have the right to withdraw from the contract if the company has been hindered in adhering to the delivery date, by force majeure, strikes, or otherwise through no fault of their own. In such cases, the period of grace begins as soon as the hindrance ceases. Any negative consequences of the delay for the company are ruled out once the contract has been cancelled, unless the customer's damages were caused wilfully or as a result of negligence.

6. Execution of Services / Installation
The customer is obliged to ensure that all companies carrying out works are properly coordinated and therefore that the works are carried out in a technically sensible order. If this obligation is breached, any negative consequences will be at the cost of the customer. Dates for execution are only binding if the installation works can be commenced on the agreed date. The customer must make sure that the required power connections are available.

7. Payments / Delays in Payment
With longer building projects, Hella has the right to send part-invoices in accordance with the progress. With part-invoices, the advance payment is taken into account. Part-payments are to be paid independently of any necessary reworking. Invoiced amounts are due within 8 days 2% or 30 days net of the
date of the invoice, unless stipulated otherwise. If acknowledged periods of payment are missed, default interest of 12% p.a. is to be settled. With payment delay, the customer is obliged to reimburse any fining costs or extrajudicial and pre-trial collection expenses e.g. for lawyers or collection agencies. If after conclusion of the contract, the company becomes aware that the customer's ability to pay is questionable due to pending execution, the company has the right to deliver the goods step-by-step in accordance with payments or proof of adequate security. Irrespective of this, in these cases, the company is entitled to present the invoice before delivering. An objection to this set-off can only be made applicable by the customer if the counterclaim is linked to the delivery.

8. Securities
If the gross value of the order exceeds Euro 5,000, an advance payment of 30 per cent must be made before installation is commenced.

9. Delivery and Transport
Once delivery or dispatch has taken place as agreed, the risk is transferred to the customer. The customer is obliged to accept the delivered and installed goods as soon as we have indicated the completion of installation, in writing or verbally. This also applies if delivery and installation are not one single order. Any noticeable defects must immediately be communicated by the customer in writing. With goods that are shipped by post, rail or forwarding agent, the company assumes no liability during transportation. Likewise, the relevant shipping agent, must be informed of any damages immediately, and with evidence. Should the customer not wish to accept the goods, he must immediately inform the company in writing, citing the reasons, otherwise the goods must be accepted. Once the goods delivered by the company have been put to use, the acceptance is also considered complete. If the goods are not accepted through no fault of the company, the company has the right to invoice for the goods without the costs of installation.

10. Warranty / Guarantee
The company must only account for certain features of the goods supplied, if a written guarantee promise in the form of an offer, an order or an invoice can be presented. Damage caused by strong winds, storms, operating error, or damage resulting from the use of textile blinds during rain (collection of water or overloading the counterdraw) or from errors in installation when installed by the customer, is not covered by the guarantee promise or the legal warranty. The customer is obliged to inform the company in writing of any defects immediately, or at the latest within 24 (twenty-four) months. The company is entitled to correct any defects without payment within a four week period by reworking, delivering a replacement or compensation delivery. Within the framework of the guarantee promise, the company replaces defect parts with new ones or equivalents. Colour discrepancies or changes to fabric can occur due to technical factors, differences in colour can arise between new and existing parts, and parts exposed to environmental influences. The customer is obliged to send the defect goods to the manufacturer at the expense and risk of the company, if instructed to by the company. The customer only has the right to a price reduction or withdrawal from the contract, if the customer does not exercise his right to correct the defects, despite having acknowledged them. If repairs on the goods are carried out or attempted by the customer or a third party, without the company having been given the opportunity to correct the defects, any entitlement to guarantee is waived. Slight colour discrepancies do not count as defects. Slight folding in the awnings and textile blinds can naturally occur and is not considered a defect. The affixing of transverse and longitudinal seams complies with the technical requirements.

11. Product Liability
The company is not obliged to account for any material damage nor secondary damages, which the customer sustains as a result of a defect product, if it is not a consumeraffair.

12. Right of Withdrawal
The customer has the right to withdraw from the contract if the business association was not initiated on his part, if a contractual meeting has not taken place, or if the customer has not submitted his contractual representation in the company's rooms permanently used for its business purposes, or at a trade fair stand. In such cases, the customer has the right to send a written statement of withdrawal to
the company within one week of concluding the contract, whereby this period begins once the order form has been issued. In case of withdrawal, or cancellation, we are entitled to demand any costs that can be proved to have been incurred up to the point at which the cancellation became effective, along with the profit in proportion to the respective costs.

13. Reservation of Proprietary Rights

The goods supplied remain the property of the company until the customer has paid in full. If the goods are sold before payment has been made, the customer relinquishes all claims he was entitled to make with the company from the further sale. The reservation of proprietary rights remains valid even if the goods supplied can only partially be removed without damage to the material. In case of default in payment, the company has the right to collect the goods having given notice, and to deinstall them without the customer’s permission. Such a deinstallation is not arbitrary; the customer relinquishes his right to claim trespassing. If during this deinstallation, screws or superstructures must be removed, the company is not obliged to restore everything to its original state, or to provide any replacements. The company is only liable for any new damage caused while deinstalling the goods. The contract is not automatically annulled through the return of the goods. Any profit for the company left over once the goods have been taken back will be accreditted to the customer’s invoice sum.

14. Conclusion

The place of jurisdiction for any disputes concerning the contract is the court that can be considered for the place of business of the affair. Austrian law applies. If any clause in these Terms & Conditions should be void, irrespective of the reason, the validity of the remaining clauses is not affected.

Date 10/2008