

## General selling terms REMAG Leichtmetall GmbH.

- **Order acceptance** An order becomes effective after the written confirmation of the offer or through the written confirmation of a negotiation result (e.g. by e-mail), submitted before expiry of the validity period. Until this confirmation is submitted, the conditions of the order can be adjusted.

If a confirmation is submitted after the expiry date its the sellers right to accept or neglect this invitation to sign a contract.

A “first come first serve” offer becomes effective after sellers sends reconfirmation.

As soon as the seller begins to deliver a contract, the agreement is deemed to have been concluded in accordance with the offer. If the buyer does not fulfill the contract or cancels the order, the buyer is liable to the seller's expenses lost and, if applicable, for the loss of market price.

- **Delivery:** On-time delivery is essential in the event of unexpected delivery delays caused by third parties which are beyond the control of the seller, the seller will inform the buyer promptly and will try to minimize the delay. The seller will not accept any delay costs incurred by the buyer in this case.

- **Incoming goods inspection:** The buyer checks the goods upon receipt of the goods in the appropriate time, but without causing additional unloading time. A product is considered to have been accepted when processing has started. A complaint needs to be issued before processing has been started.

- **Payment:** are to be made into buyer's account as agreed on time. The buyer loses the discounts granted versus the List price (based on WVM or Asian Metal) in the event of default. Interest of 1% pm are to be charged in case of delay. In addition, the seller is entitled to stop promised deliveries until the open items have been clarified. The seller grants the buyer a credit limit according to the credit rating of CreditReform. If this rating is reduced during the fulfillment of the contract, the seller reserves the right to change the terms of payment to adopt the agreement accordingly.

- **Retention of title:** The goods remain the property of the seller until they have been fully paid. Meantime the seller is owner of buyers accounts receivables. As a precaution, the buyer assigns a proportionate amount of claims, resulting from further processing,

the buyer hereby revocably authorizes the seller to collect these claims (to convert them into an open assignment) from buyers customers. The revocation can only be exercised if the securing of the purchase price claim is not endangered.

- **Offsetting:** If receivables and liabilities have arisen from different titles, it is agreed that these will be offset.

- **Data exchange:** Between the business partners it is agreed that the exchange of personal data are accepted when those data are required for order processing. These are the name, the function the contact details, phone numbers, contact details on social media.

- **side terms:** legal changes like duties or the ability to perform a contract are subject to the national laws and regulations of the involved countries. Changes or adoptions, that are announced after a contract was accepted or signed and before contract is completed, will cause an adequate adjustment of the contract. The terms and conditions of international shipping lines are also accepted by the buyer. Changes in shipment schedules or implementation of surcharges could affect the performance or the price base of the contract agreed.

- **Legal status:** Austrian law and place of jurisdiction apply to the agreements. The seller and the buyer try in the event of disputes, to resolve them in a friendly manner or seek mediation of the conflict before a judicial dispute.