

GENERAL TERMS OF PURCHASE (GTP)

Version: 01/2011



WE REALIZE DREAMS

I) Scope:

Our orders are exclusively based on our General Terms of Purchase. Agreements that deviate from these are only valid for us if they have been made in writing and have been accepted by us in writing. Fulfilment of contracts by us does not constitute acceptance of contractual conditions that deviate from our contractual terms.

In the case of any special agreements or contradictions in individual provisions of the contract, the sequence of priorities is as follows:

- a) Product or object-related special contracts (especially with regard to the fulfilment of quality requirements in compliance with "BS - British Standard")
- b) Our General Terms of Purchase (hereinafter referred to as GPT)
- c) The relevant valid standards and regulations, in particular the Austrian standards 2060 and 2110 with the exception of the specified penalty regulations therein and the right to moderation.

Other general terms of business or conditions of sale from the contractual partner also do not apply – with the exception of agreements that have been accepted in writing – even if objection has not been made in individual cases, unless they have the same content or more favourable terms for us.

With the aforementioned exceptions, the GTP that have been handed over or are published on our website at www.gig.at apply for all orders until further notice. The supplier accepts our GTP on acceptance and execution of our order.

II) Orders:

Unless otherwise explicitly stated in the order, orders are always made independently of quotations that have been received.

For fax or email transmissions, the time of the order is deemed to be the traceable date of sending of the order. Where orders are sent by post, the order date is deemed to be the order date plus one working day.

The contract is deemed to have been concluded if we receive a written order confirmation within 10 working days. If an order is not confirmed within this period or if it is delayed, we shall be entitled to withdraw the order. Call-offs of existing orders become binding no later than if the supplier does not object to the conditions of the call-off within 3 working days.

Deviations from the order text in the order confirmation only become valid if these have been accepted by us and reconfirmed.

Our order number, the article number, commission number and point of delivery must be stated on all correspondence relating to our orders.

The supplier is liable in full for the consequences of delivery documents that are received too late or that are incomplete.

III) Delivery, delivery date and withdrawal:

Agreed dates and periods are binding. If no delivery date is stipulated, prompt delivery is deemed to have been agreed. If deliveries are made prior to the agreed date without our consent, we shall be entitled to refuse their acceptance or to apply the agreed payment terms from the agreed delivery date.

A complete delivery includes all the associated documents, in particular plans, installation instructions, test certificates or operating instructions especially for machines and installation parts as well as for service orders.

If a delivery date has been accepted that subsequently cannot be upheld, we must be informed of this immediately, together with a new binding delivery date. If we do not accept the new date, we are entitled to withdraw from the contract without setting a period of grace. The end of the delivery period is deemed to be the receipt of the goods at the agreed point of delivery. The supplier is liable for any damage caused by the delay that results from his negligent behaviour.

The supplier may only transfer the order or parts of the order to third parties with our prior written consent.

IV) Shipping, packaging and proof of origin:

If no specific type of shipping has been agreed, the supplier must select the cheapest form of shipment. Proper packaging must be undertaken with standard materials.

The supplier shall be liable in full for any damage that results from inadequate packaging, including all additional costs associated with the damage.

This also applies if the supplier has employed a third party for the transport. Until the transfer of ownership, the supplier must insure the goods against damage of all kinds at his own expense.

V) Transfer of ownership and risk and acceptance:

Transfer of ownership is always made on handover of the delivery to us. This is based on the confirmation of acceptance of the delivery by our authorised employees. The obligation for inspection and notification of complaints in compliance with § 377 of the Austrian Commercial Code (UGB) is explicitly waived and therefore does not apply.

For cross-border consignments an invoice, delivery note and copy of the consignment note must be faxed to us on despatch of the goods, so that these documents are already available when the goods arrive. Additional costs associated with the execution of the order that have not been explicitly agreed are at the expense of the supplier.

VI) Invoicing:

The suppliers' invoices must comply with the valid regulations of the VAT Act. [UStG].

The new regulation for invoicing in compliance with § 19, Clause 1a of the VAT Act [UStG] 1994 – transfer of tax liability – applies for invoicing goods, including any associated building services nationally.

Invoices to which the new regulation applies must be issued without the statutory VAT regardless of whether this was indicated with the order.

The VAT ID number and the following text must be registered on the invoices: "The tax liability for this transaction must be incurred by the recipient of the service".

The commencement of the agreed term of payment is deemed to be the date of receipt of the invoice, insofar as the goods have already been delivered and accepted at this time. Otherwise the date of delivery of the goods applies in lieu of this.

VII) Prices and payment:

The prices on which the order is based are fixed prices that will be charged regardless of any interim price increases. If the prices reduce between ordering and delivery, the lower prices must be charged.

Unless otherwise agreed, the prices are understood to be inclusive of packaging and free delivery to the point of delivery without the statutory VAT.

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After delivery or provision of the service, payment will be made by the agreed date.

Unless otherwise agreed, the following terms of payment apply: 14 days after receipt of the goods or invoice minus 3 % discount or 30 days net.

The date of receipt of the goods or invoice is not included in the calculation of the payment term and neither are the periods of any company holidays that are advised.

Under no circumstances does the payment of advance or final invoices constitute a waiving of any claims to which we are entitled.

In the case of a faulty delivery, we shall be entitled to abide by the total purchase price until all the faults have been remedied.

VIII) Contractual penalty:

In case of delayed deliveries, regardless of whether the supplier is at fault, we are entitled to charge a contractual penalty to the value of 0.5 % of the total value of the order for each day of delay rising to a maximum of 5 %. We also reserve the right to claims for damages in addition to this, as well as the contractual penalty, if we accept a delayed delivery or service.

IX) Warranty, guarantee, product liability, compensation and reservation of title:

The supplier guarantees and assures that all deliveries conform to the state-of-the-art, the relevant legal requirements and the relevant regulations and guidelines. The product that is delivered must have the generally assumed and contractually assured properties and provide the contractually stipulated services.

We are entitled to demand a replacement, remedy of faults or a reduction in price, even if the faults are insignificant, capable of remedy or only slight, regardless of legal or other rights. If the supplier is delayed in his obligation to remedy the faults (maximum period of grace of 8 days) or is not willing or able to carry this out, we reserve the right to commission third parties to remedy the faults at the expense of the supplier.

Unless otherwise agreed, the statutory warranty period applies, with the condition that in the case of resale of the delivered goods or their use for our products, the warranty period only commences at the date at which the warranty period for the product sold by us applies to the purchaser of this product.

Under no circumstances do payments that have already been made constitute the acceptance of the quality of the goods supplied. We are entitled to demand full reimbursement from the supplier for the costs associated with the fault. This particularly applies to the transport associated with the replacement of the goods, the dismantling and re-assembly costs, as well as all associated additional costs.

If faults are remedied or improvements are carried out by the supplier during the warranty period, the warranty period commences when the fault is remedied. For the entire period of the warranty, the supplier must prove that a fault that occurs during the warranty period did not already exist at the time of acceptance.

Exclusions or limitations of liability by our contractual partners in any respect, particularly from the title of warranty or compensation will not be accepted, unless this has been explicitly agreed with us in detail and has been recorded in writing. Reservations of title by our contractual partners will also not be accepted.

X) Transfer of contract and assignment:

The order may not be transferred either wholly or in part to another company for execution without our written consent.

The supplier may only assign his claims against us with our written consent.

XI) Safety regulations and obligation to inform:

The supplier must comply with all applicable technical and safety regulations, especially the Austrian and European standards, as well as the general regulations for the protection of employees and the guidelines for the transport of hazardous substances.

Furthermore, the supplier is obliged to provide us with the maximum care and information possible.

XII) Confidentiality agreement/advertising:

The contractual partners commit to treat all technical and commercial details that become known to them through their business relationship and that are not generally known, as business secrets and to keep these confidential. In particular, the protected data includes technical data, purchased quantities, prices and information concerning products and product developments, present and future research and development projects, customer data, as well as all business data from the contractual partners. Furthermore, the supplier is obliged to conceal all illustrations, drawings, calculations and other documents that he has received and only to disclose these to third parties with our explicit consent insofar as the information that they contain is not generally known.

If the supplier intends to use photos or drawings of objects that have been sent to him in the course of the orders or are contained in the customer's documents for his own reference lists or advertising purposes, explicit written permission must be obtained from GIG Fassaden. Subcontractors and employees must be obligated in the same manner.

XIII) Place of fulfilment:

The place that we stipulate in the order is deemed to be the place of fulfilment for delivery and payment, even if the handover of the goods is agreed at a different location.

XIV) Applicable law and place of jurisdiction:

The application of Austrian national law is deemed to have been agreed for the contractual relationships, their processing, termination or any disputes resulting therefrom to the exclusion of the UN Convention on Contracts and the exclusion of the reference standards of international civil law.

The sole place of jurisdiction is agreed to be the local court of competent jurisdiction responsible for our company within the judicial district of Wels Regional Court. Furthermore, we are entitled to bring actions before any other admissible court.

XV) Validity:

If individual provisions of these General Purchasing Terms become ineffective due to changes in the legal basis, this does not prejudice the effect of the remaining provisions. The legally untenable provision is to be replaced by a valid provision that serves the aim and purpose of the valid provision corresponding to the original.

XVI) Human Rights, environmental protection and waste management – Code of Conduct

With the acceptance of the order, the supplier guarantees to observe human rights and commits to comply with and to submit the current environmental and waste management concepts to the customer on request.

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Furthermore, we expect that the supplier conducts himself in accordance with the following code that also applies for us:

Environmental codex:

We strive to maintain and improve the environment, i.e. for suppliers this means:

- No use of raw materials that originate from any environmentally incompatible production
- No use of raw materials that result in the destruction of tropical forests or whose exploitation endangers biodiversity
- No use of animal products that do not originate from appropriately maintained animals or that are obtained in a manner that involves cruelty to animals

Social codex:

We place great value on the fact that our bought-in products are manufactured under socially acceptable conditions, i.e.:

- Compliance with human rights
- No discrimination
- No child labour
- No forced labour or psychological compulsion
- The right and freedom to set up interest groups
- Compliance with legal regulations
- Compliance with minimum wages and services
- Health and safety
- Environmental awareness

Conduct codex:

According to the values for which we stand, we commit to ethically correct conduct and compliance with the principles that we have stipulated in our conduct codex:

These primarily include:

- Strict rejection of bribery and corruption
- Avoidance of conflicts of interest
- Rejection of inappropriate gifts or invitations
- Disapproval of insider transactions
- Discretion with confidential information

XVII) Regulations for the protection of employees and employment of foreign workers:

It is obligatory that all statutory regulations pertaining to the protection of employees and the employment of foreign workers are upheld and that all the necessary official permits are obtained by the supplier.

XVIII) Miscellaneous:

All quotations made by suppliers are free of charge. The documents sent with the enquiries must be returned with the quotation. Copies can only be produced with our consent. The supplier explicitly acknowledges this right on acceptance of the enquiry documents. We are entitled to demand the return of our documents at any time. In this case, all copies made by the supplier must be irrevocably destroyed.

Our registered office is the place of fulfilment for all legal transactions to which these GTP apply.

Attnang-Puchheim, January 2011

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