

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Franz Achleitner Fahrzeugbau und Reifenzentrum GMBH, A-6300 Wörgl, Innsbrucker Str. 94, Austria

1. General Provisions

1.1. These Terms and Conditions of Sale and Delivery are an essential part of every offer and every contract.

1.2. Any Supplier offers or contracts must be properly authorized in accordance with company procedure in order to be legally effective and binding. The Seller will remain bound to this written offer for a period of two weeks. Should a written acceptance by the Buyer not be received by the end of this period, all agreements shall be null and void.

2. Prices

2.1. Unless explicitly stated otherwise, prices are net prices ex works without packaging, excluding turnover tax. Price increases not under the Supplier's control (following increased material costs or plant modifications due to new legal requirements) may be passed on to the client.

2.2. All costs connected with carrying out or resulting from this legal transaction (such as transport costs, insurance, financing expenses, costs of any registry guarantees or vehicle recovery), fees and taxes of any kind are entirely the Buyer's responsibility and there is no entitlement to reimbursement.

3. Terms of Payment

3.1. A separately agreed advance payment shall be made with the order. The outstanding purchase price is payable on delivery and collection, unless agreed otherwise. All payments shall be made free of charges and without deduction. In the event of overdue payment and collection, interest shall be charged at a rate at least equal to a current account loan. In the event of overdue collection, storage charges shall also be applied at standard rates.

In the event of breach of contract by the Buyer, the Supplier shall be entitled to claim full damages due to delay or a contractual penalty of 15 % of the purchase price. The contractual penalty is not subject to judicial mitigation. The right to terminate the contract remains unaffected.

3.2. Retention of Title

The Supplier shall retain title to all goods sold until complete payment of all liabilities by the Buyer. Until then all disposals, assignments, use as a security, rental or other transfer of the goods, require the Supplier's prior written agreement. All payments by the Buyer, regardless of any designated purpose, shall first be used to cover any of the Supplier's claims for repairs or delivery of goods or spare parts, then for interest and other supplementary charges and only then to pay the purchase price of the main item. Payments are credited against the oldest outstanding claims.

3.3. Achleitner is authorized to withhold the *Typenschein* (vehicle registration document) until all the Buyer's liabilities arising from the purchase contract have been met.

3.4. Should third parties have any interest in the conditionally sold goods, the Buyer shall notify Achleitner of this in writing.

3.5. The Purchaser shall insure conditionally purchased goods for their full value against all risks including fire and the insurance policy shall be restricted in favour of Achleitner GmbH. For the duration of the retained title Achleitner GmbH is also authorized to demand comprehensive insurance cover for the purchased goods. All claims under this comprehensive insurance shall be pledged to Achleitner GmbH and when taken out the insurance shall be restricted in favour of Achleitner GmbH. Should the Buyer refuse to take out an insurance of this type Achleitner GmbH shall be entitled to take out insurance charged to the Buyer. In the event of a claim, all compensation payments made by a comprehensive insurance shall first be used to pay the repair costs needed to rectify the damage. Should the purchased article be a total loss, Achleitner GmbH is entitled to use the insurance compensation towards the still outstanding purchase price.

3.6. The Buyer is required to keep the purchased goods in proper condition while title is retained by Achleitner and to arrange for any necessary repairs – except in the event of emergencies – to be immediately carried out in the Achleitner workshop or in an authorized facility. The client shall in all cases notify Achleitner GmbH of any vehicle damage within 24 hours while title is retained by Achleitner.

3.7. Any offsetting of existing or asserted counterclaims by the Buyer against the claims of the Supplier is excluded.

3.8. The assignment or transfer of any claims against the Seller is excluded.

4. Overdue Payment

4.1. In the event of overdue payment or a breach of other significant contractual provisions, particularly the Buyer's insolvency, the supplier is entitled to withdraw from the contract and to claim damages for non-fulfilment of contract. The provisions of Art. 8 No. 21 EVHG (Introductory Regulation to the Austrian Commercial Code) are excluded by mutual agreement. Reference is made to provision 3.1. last section.

4.2. The Supplier is entitled to accelerate the due date of all claims against the Buyer if payments are more than 14 days in arrears or circumstances become known which appear to make the fulfilment of contract questionable. Should part payment be agreed with the Buyer, payment will be considered to be in default and the whole sum immediately payable (*Terminverlust*) if the Buyer is more than four weeks in arrears, despite receiving a reminder notifying that full payment will be due after a two week grace period. Should the whole sum be immediately payable (*Terminverlust*), the supplier shall be entitled to recover the purchased goods and sell them in accordance with commercial practice (§ 373 HGB - Austrian Commercial Code). In this case the Buyer shall return the goods to the supplier on request within three days. In the event of refusal the Supplier shall be entitled to recover the object of sale, wherever it may be, without recourse to official help.

4.3. It is agreed that incontrovertible evidence of the Buyer's inability to pay within the meaning of the law can be assumed as soon as the Buyer is so overdue with payments that the entire outstanding balance is payable (*Terminverlust*).

5. Delivery

5.1. The delivery dates notified to the Buyer shall be non-binding. Requested changes must be accepted by the Seller in writing and in this case the delivery time is extended by 50% of the agreed time. If the delivery time is exceeded by more than three months through the fault of the supplier, the client can withdraw from the contract in accordance with the provisions of the ABGB (Austrian Civil Code). The delivery period does not begin before a deposit is paid. In the event of changes to the order, the delivery date shall also be rescheduled.

5.2. Details given in the brochure regarding dimensions, weights, speeds, operating costs and performance shall only be considered to be approximate values.

5.3. Old parts removed during conversion shall be surrendered to the Supplier without payment.

5.4. The Supplier shall specify the vehicle tyres to be used.

5.5. The manufacturer reserves the right to make design, shape and equipment modifications for technical reasons.

5.6. A claim for damages by the Buyer due to non-fulfilment or delay shall be excluded if this is not intentional.

6. Completion and Acceptance Conditions

6.1. The contract has been completed by the supplier:

a) for deliveries ex works: when the goods are notified ready for shipment. Within 8 days of receiving notification, the Buyer shall inspect and take delivery of the goods at the agreed location – if not otherwise agreed, at the Supplier's works. If the goods are not collected within eight days, the object of sale shall be considered to be properly handed over and accepted. If there is a delay in taking delivery, the Buyer shall undertake to pay a standard daily fee.

b) for deliveries with agreed destination: when the goods leave the Supplier's factory. Shipment is at the Buyer's expense and risk.

6.2. All risks, including those of accidental loss, are transferred to the Buyer at the moment of completion and he shall arrange and pay for the required insurance cover. This also applies to vehicles brought for repair from the time of handover to the time of completion.

7. Securities, Simultaneous Liability

7.1. All securities granted to the Seller as a result of this purchase contract, such as guarantees, assignments and retention of title, are simultaneously used to also provide security for all other claims which the Seller is entitled to from the Buyer as a result of other legal transactions and granting of credit and/or all of the Seller's claims against the Buyer which may arise in the future, including process and execution costs. It is agreed that all securities that have been or are to be granted by the Seller to the Buyer in the course of other legal transactions concluded with the Buyer, as well as assignments and the Seller's entitlement to retention of title, can also be used to guarantee all the Seller's claims arising from the present purchase contract. This also applies to all claims which the Seller – before or after completion of this transaction – has acquired through assignment or purchase.

8. Warranty

8.1. The manufacturer only provides a guarantee to the original purchaser, given that all financial obligations have been met, for freedom from defects in respect of materials or workmanship in accordance with the technological standards applicable at the time, such guarantee to remain in force for the legal duration. The warranty will be excluded if the total weight or axle weight is exceeded or the maximum permitted load or chassis carrying capacity in the purchase contract is exceeded, or if the vehicle load is not properly distributed by the operating personnel. The warranty will be fulfilled by repair of the part (post and freight paid) or its replacement, at the option of the Supplier's factory. In all cases only parts exhibiting a defect in materials or workmanship will be replaced. The labour and material costs of assembly and disassembly are the responsibility of the Buyer. Should the Supplier's works arrange for the faulty parts or vehicles to be sent back for the purpose of repair or replacement, the Buyer shall be responsible for all the transport costs and risks. The warranty period shall not be extended as a result of rectifying faults and shall not restart its full term.

8.2. The Supplier shall not be liable for parts not manufactured by the Supplier's works, but is willing to assign to the Buyer any claims against the producer for faults.

8.3. Warranty claims will only be considered if they are notified to the Seller without delay on discovering the defect. The warranty shall lapse if the Buyer does not follow the supplier's instructions with regard to operating the vehicle (operating instructions) or does not arrange for prescribed inspections to be carried out correctly. The supplier is furthermore entitled, at his option, to obtain expert opinion for damage appraisal at the Buyer's expense should it be suspected there has been improper handling or handling not in accordance with the operating instructions.

8.4. A claim for cancellation or price reduction shall only arise if rectification is not possible.

8.5. Compensation for any indirect or direct damages will not be considered.

8.6. Natural wear or damage attributable to negligence, improper treatment or accident shall be excluded from the warranty.

8.7. The warranty shall lapse if the purchased article has been modified by a third party or by the incorporation of parts of third party origin.

8.8. No guarantee will be provided for used vehicles.

8.9. In the case of resale within the warranty period the warranty will lapse.

9. It is expressly agreed that everything shall be recorded in writing, this also applies to any withdrawal from this formal requirement. It is mutually agreed that no additional oral agreements have been made. The right is waived to avoid the contract on the ground of mistake.

10. Jurisdiction / Applicable Law

10.1. The place of jurisdiction for all disputes arising from the contract is agreed to be the appropriate court in Innsbruck (§ 104 JN). The place of performance for both parties, particularly according to Art. 5 Z 1 LGVÜ (Lugano Convention) is Wörgl, Austria. The use of UN Sale of Goods Law is excluded, Austrian Law is agreed to be applicable.

11. Vehicle Trade-In

11.1. Should the Seller accept a trade-in vehicle in a separate agreement, then this trade-in vehicle shall at the latest be handed over to the Seller on the day the purchased goods are handed over. A vehicle trade-in requires a special purchase contract based on an estimate by the Seller or a representative. Should there be changes to the value of the trade-in vehicle relative to the Seller's estimate by the day of handover, the costs of rectifying any faults shall be deducted from the purchase price of the trade-in vehicle. Likewise price reductions due to the provisions of the trade-in vehicle purchase contract shall be deducted from the agreed purchase price. Advance payment of the agreed purchase price for the trade-in vehicle is therefore reduced correspondingly. The resulting balance shall be immediately paid by the Buyer to the Seller in cash. Should the trade-in vehicle be handed over late, the Seller is entitled to deduct 10 % of the agreed trade-in price for each commenced month the trade-in vehicle is handed over late. The outstanding purchase price for the Buyer's trade-in vehicle is thus reduced correspondingly.

12. Specification

The specification required for the present legal transaction is an essential part of the contract and the parts of the contract stipulate that the relevant specification forms an integral part of this contract. Faulty or inadequate specifications shall be the responsibility of the Buyer and no claims of any kind can be derived as a result of this.

13. Severability Clause

Should any provision of this contract be invalid or ineffective, this shall not affect the validity or effectiveness of the whole contract, but only the part thereby affected. The ineffective part of the contract shall be replaced by a corresponding new effective passage. All other provisions of the contract shall remain in full force and effect.

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