

SPECIAL TERMS AND CONDITIONS OF SALE AND DELIVERY for surface finishing and associated services of ALUKÖNIGSTAHL GmbH, Goldschlagstraße 87-89, A-1150 Vienna

1. Scope

1.1 These Special Terms and Conditions of Sale and Delivery (hereinafter referred to as "STC Finishing") shall apply to surface finishing of products procured from us and to surface finishing of the customer's own material provided to us by the Purchaser for purposes of finishing (hereinafter referred to as "Customers' Own Material") and to further services associated with finishing (e.g. mechanical pre-processing, foiling) performed by us and by third parties engaged by us. Supplementing these, our General Terms and Conditions of Sale and Delivery, as from time to time amended (hereinafter referred to as "GTC"), shall also apply. If any of the terms in our STC Finishing conflict with those in our GTC, the STC Finishing shall take precedence. In addition to these STC Finishing, our currently valid price list and our supplemental price, execution and delivery information for finishing shall apply (the latter may be downloaded from www.alukoenigstahl.at/en/gtc).

1.2 Our STC Finishing shall apply to the performance of all of our goods and services in the sector of surface finishing *vis-à-vis* entrepreneurs within the meaning of § 1 of the Austrian Entrepreneurial Code [UGB] as well as corporate entities under public law. Any terms and conditions of the Purchaser which conflict with or depart from our STC Finishing shall only be valid if we have provided our express, written consent. Our STC Finishing apply even where we deliver goods/render performance without reservation of rights and are aware of terms and conditions of the Purchaser which depart from or conflict with our STC Finishing.

1.3 In cases of continuous business relationships, our STC Finishing shall also apply to future transactions in which we do not expressly refer to them, provided that they have been received by the Purchaser under a previous contract or order confirmed by us.

1.4 In all further and other respects, the Technical Terms and Conditions contained in the Schüco catalogues with which the Purchaser is familiar shall apply to all of our goods and services (subordinate to these STC Finishing).

1.5 In the event of legal invalidity or unenforceability of individual terms of these Special Terms and Conditions, the remaining terms thereof, and the contracts made thereunder, shall remain in force and enforceable. In lieu of the invalid or unenforceable term, the parties shall agree such valid and enforceable term as comes the closest to the meaning and purpose of the invalid or unenforceable term.

2. Offers/Orders and necessary details and documents

2.1 All of our offers shall remain without obligation until such time as we have confirmed them in writing. Our order confirmation in writing, constituting the basis for formation of the contract, shall be prevailing for the scope of delivery and our services. No oral ancillary agreements shall be made. Agreements deviating from these STC Finishing shall only be valid if confirmed by us in writing.

2.2 We shall be entitled to engage third parties to render the services which are the subject of the present contract. The right to select such third party is vested solely in us. Any instructions in this regard made by the Purchaser shall be given no consideration.

2.3 Orders by the Purchaser must be made in writing and shall be deemed binding on the Purchaser. The foregoing shall apply, in particular, to details of quantities and the type of surfaces/colours ordered. The order must identify the Purchaser together with its address, any delivery address which may differ from this, the surface/colour ordered pursuant to the current Schüco colour fan in effect, the quantities to be finished broken down by colour/surface and article, as well as, in the cases of Customers' Own Materials, provide supplemental details on the binding quantities in m² as well as all such information as is required to perform the finishing, such as the finishing drawings, performance data, information on suspension, thermal stability, incompatibilities, details on delivery to site of the

Customers' Own Material to be finished and the like. In cases of finishing of Customers' Own Material, we shall have no duty to alert the Purchaser to the lack of such supplemental information (see also sec. 6.3).

2.4 The Purchaser must expressly request design options in terms of the gloss grade, the run, the lustre and the structure of the finishing which depart from the finishing designs as described in the Schüco colour fan/colour samples. Such processing shall constitute special customisation (for the prices for special customisation work, see sec. 3.1).

2.5 Where the Purchaser desires binding surface reference samples in terms of the qualities of finishing work ordered by it and of the services associated with such finishing, it must request this in writing in its order, referring to "binding surface reference sample". The Purchaser must then once again provide written approval for the binding surface reference sample subsequently provided to it.

3. Prices and modes of invoicing

3.1 Orders are, as a matter of principle, charged on the basis of our currently valid standard conditions. Details on minimum processing, any length surcharges, minimum contract value per delivery, etc. may be found in our currently valid price list and in the supplemental price, performance and delivery information – finishing (see sec. 1.1). Charging for finishing of Schüco profiles is undertaken on the basis of circumference. In the case of Schüco profiles, circumference is stated on the quoting drawings. With Customers' Own Material, in the case of finishing with powders furnished by customers as well as in the case of special customisations (e.g. finishing work which departs from the Schüco colour fan/colour samples, see sec. 2.4), charges for finishing are applied not on the basis of our current, valid standard conditions, but rather in line with the actual expense and time involved. Customers must enquire in advance regarding the underlying basis for such prices.

3.2 Based on the quantities ordered in a binding written order by the Purchaser and confirmed by us, we shall ourselves order or shall engage a third party engaged to execute the order to obtain the necessary raw materials for the finishing process (powders) as well as further materials and services required to execute the works and services contracted hereby (e.g. mechanical pre-processing, foiling). The prices we have provided for finishing/other services apply only to the quantities ordered. Where there are subsequent changes in terms of quantities (reductions/increases) at the request of the Purchaser, we shall be entitled to invoice the Purchaser for the additional costs incurred e.g. for raw materials and other materials (e.g. for disposing of excess special powders as a result of the limited shelf life of these; additional procurements of small volumes of raw materials at increased raw material prices).

4. Deliveries

4.1 Only delivery dates which we have expressly agreed to shall be binding on us. Our written order confirmation shall be deemed controlling. Delivery periods referred to outside the parties' contract (in particular: in catalogues or other documents) are deemed to be purely informative in character and shall not be binding on us. Subsequent changes shall result in deferrals of agreed delivery deadlines, depending on the scope of change requests, by a reasonable time to a later deadline unless we have once again expressly confirmed our adherence to the originally agreed deadline in writing.

4.2 Our adherence to delivery periods is premised on the timely receipt of all information and documentation to be supplied by the Purchaser (see sec. 2.3) as well as the necessary permits and approvals as well as compliance with the agreed terms of payment and other obligations by the Purchaser. Where these conditions precedent are not met, the periods shall be deemed extended to a reasonable extent; the foregoing shall not apply where we are responsible for the delay due to our gross negligence. In cases of binding surface reference samples, the contract will not be processed until such time as we have received a

written declaration of approval from the Purchaser. Any delivery period shall only begin to run at such time as we receive the declaration of approval.

4.3 Our delivery obligations apply subject to our having received complete and timely deliveries by our sub-suppliers.

4.4 Where a delivery date has been expressly agreed and that date is deferred by the Purchaser, we shall have the right to demand payment of the amount of the invoice for the goods and services already finished/the goods provided.

4.5 The Purchaser shall be responsible for any testing and formal acceptance costs which may arise.

5. Packaging and storing of finished materials

5.1 The packaging of our finished products shall be determined by us in our discretion. Customers' Own Material will be packaged in a manner which is safe for shipment at the request of the Purchaser. The Purchaser shall bear the costs of such packaging. Where the Purchaser declines our packaging for shipment of the Customers' Own Material, we shall bear no liability for any damage to the finished surfaces as a result of shipment. The standard packaging used is merely closed transport packaging which is intended to protect the goods and, in particular, the finished surface against inclement weather during shipment. In no case is such packaging suitable for storing the finished goods outdoors. We shall bear no liability for losses or damages as a result of outdoor storage of finished goods.

5.2 The finished material must be kept secure from the impacts of weather and other negative impacts such as soiling with materials that are typical on building sites such as dust, mortar, cleaning products, etc. Foiled surfaces are capable of being stored for a maximum of 3 months from the time of delivery in interior areas which are protected against the elements.

6. Quality/Warranty

6.1 The qualities of the finishing work which is the subject of the parties' contract to be performed by us, and the scope of the services associated with such finishing, are described exclusively in our contract agreements with the Purchaser. Samples, details in brochures or other advertising material are non-binding in nature and do not constitute warranted characteristics within the meaning of § 922 (1) of the Austrian Civil Code [ABGB]. Instead, there are merely descriptive in nature, and are merely intended to provide a general impression of the products described therein. The foregoing shall apply in particular also to the surfaces/colours described in the Schüco colour fan and the colour or type samples provided to the Purchaser. These are merely provided by way of example and do not constitute binding formal acceptance samples (in respect of binding formal acceptance samples, see sec. 2.5). References to technical norms and standards are only intended as a part of the description of the works and services and should likewise not be interpreted as specific warranties. Within the scope of what is reasonable, we reserve the right at any time, even without prior notice, to make changes to design, materials selected and the execution thereof, profile design and other changes which are made for purposes of technical advances.

6.2 Unless otherwise agreed, assessment of the qualities of the surfaces forming the subject matter of the parties' agreement shall be undertaken in accordance with the current standards in effect from time to time concerning the current quality and testing rules for coating of individual aluminium parts, as issued by GSB International e.V., Schwäbisch Gmünd, and/or the rules in effect from time to time for coating aluminium with powder lacquering for architectural applications (Qualicoat/VOA-Verband für Oberflächenveredelung von Aluminium e.V.) and/or the current rules in effect from time to time for anodising aluminium for architectural applications (Qualanod/VOA-Verband für Oberflächenveredelung von Aluminium e.V.). In cases of binding surface reference samples (except for reference samples in respect of colour consistency), assessment of the quality of the surfaces forming the subject matter of the parties'

contract shall be undertaken based on these samples.

6.3 In the event of a lack of the necessary information in respect of finishing Customers' Own Material (see sec. 2.3), the assumption shall be that there are no particular/special requirements, and finishing shall be undertaken to the best of our knowledge and in accordance with the state-of-the-art. We assume no liability for losses and deviations resulting from the lack of information or documentation.

6.4 The Purchaser is aware that the finished surfaces may not be exposed to constant heat impacts of over 70°C (with the exception of sunlight). Changes to surfaces due to such heat impacts shall not constitute defects. The Purchaser is also aware that the finished surfaces may not be used at locations within direct impact zones (approx. 100 metres of emissions sources that have adverse impacts on paints or lacquers for finished surfaces). Unless otherwise agreed, the surface finishing is only suitable for areas in which normal central European outdoor weathering applies. Emission sources are also deemed to include areas within 500 metres of bodies of water (whether salt or fresh water). The occurrence of filiform corrosion is not deemed to be a defect except where the material was pre-anodised prior to finishing. The pre-anodisation must have been expressly ordered in writing by the Purchaser. The Purchaser is aware that the surfaces which are the subject matter of the parties' contract must be cared for properly and regularly in accordance with the rules of the *Gütegemeinschaft für die Reinigung von Metallfassaden e.V.* (GRM) or in the Benelux countries pursuant to VMRG. The Purchaser must advise its customers in writing of the need to properly and regularly care for and clean the finished surfaces. Such proper care includes cleaning, checking and maintaining the finished surfaces in accordance with the rules of *Gütegemeinschaft für die Reinigung von Metallfassaden e.V.* (GRM) or in the Benelux countries pursuant to VMRG. The finished material must be cleaned at least twice per year. Performance of the cleaning operations must be verified by means of written records.

6.5 We will provide advice to the best of our knowledge based on our experience, but disclaim any and all liability in connection therewith. Details and information regarding the suitability and application/use of our goods such as written, mathematical, graphic and oral proposals, designs and the like dealing with the assembly, design, structure, processing, finishing, mounting, statics engineering, tender documentation and assistance on calculations do not constitute the subject matter of our contractual obligations whether as a primary or as an ancillary duty, and are provided in all cases without obligation. They shall not be deemed to relieve the Purchaser of its duty to undertake tests of its own, except where a separate additional order, for consideration, is provided to us. Any and all liability is hereby disclaimed for additional services provided by us in connection with the finishing work undertaken pursuant to the parties' contract such as sawing, cutting, drilling, or provision of raw materials for finishing.

6.6 No claims for defects shall lie in cases of natural deterioration through use, wear and tear or damage resulting from defective or negligent treatment or storage after the passage of the risk, excess strain, incorrect assembly/commissioning by the Purchaser or third parties, unsuitable operating materials, use of replacement materials, defective construction works, unsuitable building soil or other special external impacts, particularly of a chemical, electro-chemical or electrical nature, which are not anticipated under the parties' contract. Our liability for defects shall likewise not include defects of the surface qualities in respect of finishing of Customers' Own Material where such defects are attributable to defective qualities of the Customers' Own Material for which we bear no responsibility. We have no duty in this respect to perform goods inspections upon receipt of Customers' Own Material.

6.7 Furthermore, we hereby disclaim liability for defects in the following cases:

- a) for damage as a result of improper storage of profiles, sheets, etc. which are packed in foil packaging in steel or wooden pallets and which, for example, are stored outdoors and/or which may be subject to moisture or rainwater ingress (risk of stain formation);
- b) in the case of damage caused during construction, even where such damage does not arise within the scope of the Purchaser's responsibility, such as welding work, insulation work, concrete and masonry work and in the case of damage and discolorations arising from contact with sealing profiles and non-mutually cross-linked sealing mastics and paint-damaging cleaning agents or primers containing or emitting substances which damage paint;
- c) in cases of damage resulting from direct or indirect finishing and/or aluminium-damaging contacts of the building surface with such things as de-icing salt, acids, lyes, etc. (indirect contact refers to such things as rainwater drain-off from copper roofing, copper cladding or the like) except where the Purchaser is able to furnish evidence that the damage is not attributable to such circumstances.

6.8 Colour and surface deviations where finishing is ordered at different points in time in the same surface/colour are unavoidable from the perspective of production and thus do not constitute a defect. The foregoing also applies in the event that the Purchaser changes the originally ordered volume of material for finishing. The surface consistency of finishing on disparate substrates (e.g. galvanised steel, cast parts) cannot be warranted. Deviations arising from this will thus likewise not constitute a defect. Where the Purchaser engages third parties in addition to us to refine material, deviations may arise in respect of the same colour/surface as a result due to production-specific reasons. Such deviations shall not be deemed to constitute a defect. We are unable to provide any warranty for colour consistency. The foregoing shall also apply where we use that same third party to carry out finishing work ordered from us. In respect of Customers' Own Material, the Purchaser must ensure that the finishing ordered is capable of being performed at all and/or without damage to the Customers' Own Material. We do not provide any warranty in respect thereof. We will only give notice of our concerns to the Purchaser where there are manifest faults discernible to us in the exercise of our professional expertise. Finishing using powders provided by the customer is undertaken exclusively at the risk of the Purchaser. We do not perform any quality testing on powders provided to us by the customer. Where we supply raw materials for finishing such as powders or lacquers upon request of the Purchaser, we do not assume any responsibility for the suitability of such raw materials for the intended finishing work or for the place of use of the materials finished by using such raw materials. In addition, we disclaim any and all warranty and liability for the raw materials supplied for purposes of finishing, irrespective of the legal basis thereof.

6.9 Where the Purchaser or third parties perform improper modifications or repair works, there shall likewise be no claims for defects in respect of these and the consequences thereof unless the Purchaser is able to furnish proof that the improper modifications or repair works were not the cause of the defect which occurred.

6.10 Liability to the Purchaser for expenses necessitated for purposes of subsequent performance, in particular shipping, travel, labour and material costs, is hereby disclaimed to the extent that such increased expenditures result from the fact that the subject matter of supply was

subsequently brought to a different location than the Purchaser's location except where such relocation comports with the intended use thereof. In all cases, the amount of compensation payable shall be limited to the Purchaser's own expense (e.g. shipping and material costs) and shall not include its profit margin relative to its own customer.

6.11 To the extent permitted by law, we hereby in all cases disclaim legal claims for recourse on the part of the Purchaser.