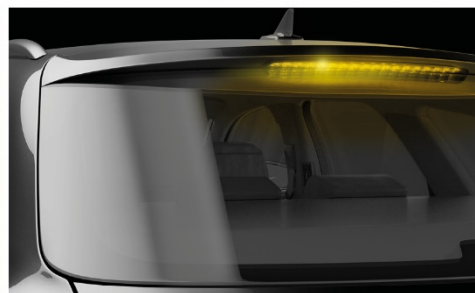


THE ART OF LIGHTS



CONDITIONS OF PURCHASE



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1. GENERAL POINTS / SCOPE

1.1

The Conditions of Purchase of Aspöck Systems GmbH (referred to as "ASPÖCK" below) apply exclusively; a supplier's terms that are incompatible with or deviate from ASPÖCK's Conditions of Purchase will not be recognized unless ASPÖCK has explicitly agreed in writing to accept them as valid. ASPÖCK's Conditions of Purchase apply even in cases where ASPÖCK accepts a shipment without demur while aware that the supplier's terms are incompatible with or deviate from ASPÖCK's Conditions of Purchase. In case of continuous business transactions, our GTC shall be applicable even without special reference to the said.

1.2

Everything agreed between ASPÖCK and the supplier for the purpose of performing this contract must be put down in writing in this contract. Inquires shall always be without commitment, unless explicitly stated to the contrary in writing. The supplier shall diligently check all data contained in the inquiry or in the order, including but not limited to the technical requirements and conditions, other descriptions, specifications and data with respect to the technical feasibility and fitness for the intended purpose, and shall inform us without delay of any circumstances which could frustrate, aggravate or delay the execution of the purchase agreement and/or services. The supplier shall be bound to this offer at least 30 days upon receipt thereof. Any costs incurred in connection with the preparation and submittal of the offer (including cost estimates) shall always be borne by the supplier.

1.3

ASPÖCK's Conditions of Purchase apply exclusively vis-à-vis companies and public bodies as legal entities.

1.4

ASPÖCK's Conditions of Purchase also apply to any future business with the supplier.

2. QUOTATION / BIDDING DOCUMENTS

The supplier is required to accept ASPÖCK's order within one (1) week, otherwise ASPÖCK can declare itself no longer bound by its purchase order.

3. FORMATION OF CONTRACT

The purchase agreement shall be effective upon receipt of our purchase order by the supplier, at the earliest. In case of discrepancies between the offer and our purchase order, the later shall prevail, unless the supplier objects to such discrepancy within 7 days upon receipt thereof, but latest in the course of execution of the purchase order. If the order confirmation of the supplier contains amendments or deviations to our purchase order, the said shall be considered not written, unless the supplier has explicitly pointed out to these amendments or modifications. In any case, the effectiveness of the purchase agreement shall require our explicit and written approval of such modifications or amendments; tacit acceptance of the delivery shall not be considered an effective approval. As long as the supplier has not completely fulfilled his obligations under a purchase agreement, we shall be entitled to request modifications inclusive of modifications of the goods or services, if such are reasonable.

4. DELIVERY ITEM (GOODS OR SERVICES)

Unless more specified in the purchase order, the delivery items shall be state-of-the-art, shall be made of first-class quality material, and shall be in compliance with the relevant law provisions, regulations, directives and other national and international technical standards. Documentations and operating instructions shall be issued in hard-copy and electronic version (PDC) in compliance with the agreed specifications; for lack of such specification, the technical documentation shall be issued in accordance with common practise. If public-law provisions for the protections of consumers, employees or the environment stipulate the marking, the preparation and issuance of declaration of conformity, of declarations of compliance, of operating and mounting instructions, et cetera, the supplier shall prepare and issue the said accordingly.

The delivery term set forth in the respective purchase order shall be construed in accordance with the respective applicable incoterms. Partial deliveries shall require our previous approval. The packaging shall be in accordance with environmental and transport requirements; the packaging and filling material has to be homogeneous and recyclable. Deliveries of spare and wear parts shall be made in suitable individual packaging. In case of deliveries originating in a country outside of the EU, the shipping bill shall be provided free of charge with a customs invoice (in duplicate) as well as a certificate of origin (declaration of origin, movement certificate, et cetera) for favoured import customs clearance. The consignment shall be accompanied by a delivery note containing all order data on gross and net weight. We further expect the proper issuance of "Suppliers Declaration" for products in accordance with the relevant Council Regulations (EC). In case of use of long-term supplier declarations, the supplier shall notify us unsolicited in case of any changes of the originating status.

5. PRICES / TERMS OF PAYMENT

5.1

Except as expressly otherwise agreed, the prices shall be considered inclusive of all duties, customs and incidental expenses; incidental expenses shall include but not be limited to the costs for packaging, loading, transport and the procurement of export and import permits. Unless otherwise agreed, the prices shall also include the redemption and correct recycling and disposal in keeping with the manufacturer's obligation of redemption and disposal, in particular of old electrical and electronic devices. Prices shall always be considered fixed prices. Escalator clauses and the like are not acceptable.

5.4

Payment terms, including cash discount, shall not start to run before receipt of the respective invoice. The payment shall not indicate the acknowledgement of the correctness of deliveries or services, and thus it does not operate as a waiver of any our right as and remedies, we may have hereunder or at law. We shall have the right to offset and deduct any amounts resulting from counterclaims towards the supplier or any of its affiliated companies from the payment of any due amounts. The assignment of payment claims shall be permitted only with our previous written consent. Unless otherwise agreed in writing, ASPÖCK pays the sum claimed by the supplier within 14 days of delivery and receipt of invoice at 3 % discount, or within 30 days of receipt of invoice net.

5.5

The invoices shall contain all order and delivery data, the value-added tax registration number (VAT Reg. No.) as well as the ARA license number, if and when applicable. In addition thereto, the invoices shall be categorized according to the purchase orders. If the parties agreed upon a settlement on a time and material basis, the supplier shall attach the respective time sheets to the invoice. Invoices which infringe public-law provisions (in particular those rendered in the Austrian customs and tax acts) shall be considered not submitted.

5.6

ASPÖCK's statutory rights with respect to offsetting and retention remain in full force.

6. DELIVERY AND PERFORMANCE DEADLINE

6.1

The deadline specified in the purchase order for delivery and/or performance is binding. We shall not be obligated to accept deliveries prior to the delivery date specified in the purchase order. In the event of delay in delivery the supplier shall pay a penalty to the amount of 1 per cent of the total delivery value for a commenced week, which shall not exceed a total of 10 per cent for each case of delay; the penalty accrues regardless of the supplier's fault or negligence and irrespective of actual damages incurred by us. The supplier is required to inform ASPÖCK in writing without delay if circumstances develop or become apparent to him such that the deadline agreed for delivery and/or performance cannot be met.

In case of a missed deadline ASPÖCK's statutory rights apply. In particular, ASPÖCK is entitled to claim compensation for non-fulfilment if an appropriate extension expires to no effect.

7. TRANSFER OF TITLE AND RISK / DOCUMENTS

7.1

The risk as to price and performance as well as the title in the delivery item shall pass to us in accordance with the applicable Incoterm. However, if the purchase agreement provides for a formal acceptance, the aforementioned risks shall not pass prior to such acceptance. Unless otherwise agreed, the place of risk-transfer shall also constitute the place of performance.

7.2

The supplier will give ASPÖCK insight into his progress in performing the contract, e.g. achieving a specified work. ASPÖCK is entitled to ascertain how far performing the contract has got by inspecting all relevant documents (reports, descriptions, listings, manuals etc.). At ASPÖCK's request the documents needed for this are to be shown and explained to ASPÖCK

7.3

If ASPÖCK grants the supplier access to networks and/or data-processing facilities belonging to ASPÖCK, this access must not be used for any purpose other than fulfilling the individual order in question. The supplier agrees to comply with the secrecy rules of Aspöck Systems above most particularly in such cases, and to impose them on his employees and on any other third parties who may be involved in performing the contract. The supplier is not entitled to copy, modify, reproduce or pass to third parties data from ASPÖCK that he has access to without previous permission in writing from ASPÖCK, unless this is essential for the supplier to fulfil the order. ASPÖCK is liable for access not being reliable, for the networks and data-

processing facilities referred to above going down, and for any loss resulting from using these, only to the extent laid down by statute.

8. MATERIAL DEFECTS, DEFECTIVE TITLE / WARRANTY

8.1

Upon arrival, we (our customer in the case of direct delivery) shall carry out an inspection only in order to evaluate the identity, quantity and obvious damages in transit. We shall not be obliged to carry out any further inspection and notification of defects. ASPÖCK is required to check the goods supplied for possible deviations in quality or quantity within appropriate periods of time.

We reserve the notification during normal business hours. We may demand that not –primary materials, parts of the delivery item or entire delivery items, which are procured from sub-suppliers, are included in the quality assurance systems of the supplier. In this case, the supplier shall ensure that the audits mentioned hereinbefore can be carried out at the sub-suppliers production plants as well. In the case of apparent defects complaints must reach the supplier within 6 weeks. If a quality assurance agreement has been made, whatever special rules it contains for checking incoming goods apply to ASPÖCK's obligations with respect to investigating defects and making complaints.

8.2

ASPÖCK's statutory warranty rights are not restricted in any way.

8.3.1

In particular, the supplier warrants that the goods supplied and/or the work to be performed comply with statutory requirements, fulfil the conditions agreed for quality and packing and the specification (or, if these do not exist, at least normal commercial quality requirements), and are free from material defects, defects in title and breaches of law, particularly the law on product liability. The supplier warrants that selling the goods supplied and/or using the work contracted for will infringe neither current regulations (including those governing packing and labelling) not the rights of third parties, and that the goods and/or work in question fulfil requirements under public and competition law. The supplier warrants that existing and/or added indications of properties, composition and/or durability, labels, descriptions, accompanying documents, advertising claims, user manuals and instructions for installation are correct content-wise, legally sound, complete, comprehensible and in German or English.

8.3.2

The terms of clauses 9.2 and 9.3.1 above apply mutatis mutandis to services provided by the supplier, particularly consultancy services.

8.3.3

With respect to any intellectual property rights section 10 applies in addition.

8.4

If the supplier fails to fulfil his obligations, he is liable to ASPÖCK for faults of whatever kind. The supplier is reminded that he has the right to prove that he is not responsible for a given failure to fulfil his obligations.

8.5

ASPÖCK is required to defend claims or breaches of law alleged by the customer in court only if the supplier agrees in advance to reimburse the costs likely to be incurred.

8.6

If the supplier's performance of the contract (goods supplied, work achieved, services etc.) does not satisfy the conditions listed above, Aspöck is entitled to the legal warranty.

8.7

ASPÖCK is entitled to undertake supplementary performance at the supplier's expense, if danger lies ahead or unusual urgency applies. Claims from non-fulfillment also include subsequent damages.

8.8

If recourse to supplementary performance fails to produce the desired result, ASPÖCK retains its statutory rights with respect to claims for material defects; this applies particularly to claims for compensation due to non-fulfillment.

8.9

The warranty period is 24 months from the date of transfer of risk, unless contract or law specifies a longer warranty period.

9. PRODUCT LIABILITY / INDEMNIFICATION / COMMERCIAL LIABILITY INSURANCE

9.1

To the extent that the supplier is responsible for loss in connection with a product, as the cause is located in his sphere of authority and organization and he is liable vis-à-vis the outside world, he is required to indemnify ASPÖCK against claims by third parties as soon as ASPÖCK requests this. Except as otherwise provided herein, the supplier's liability towards us. The supplier shall be liable for the fault of his sub-contractors or his suppliers as if it was his own fault. The supplier shall be liable especially for defect products regardless of culpability, if and when provided by applicable law. If it turns out that the delivery item unavoidably causes a Hazard for life, limb, health, property or environment, the supplier shall immediately recall the delivery item. Any costs incurred thereby to be borne by the supplier. The supplier shall provide us free of charge with a non-defective substitute and shall indemnify us from any costs incurred in the course of such recall. Statutory limitation of any of the aforementioned claims shall be in accordance with Article 13 of the Austrian Product Liability (PHG).

9.2

Clause 9.1 above applies mutatis mutandis in cases where ASPÖCK is entitled to claim against the supplier. In that situation the supplier transfers possible entitlements to compensation that he enjoys vis-à-vis his subcontractor to ASPÖCK in advance, so as to secure the existing entitlements to compensation in ASPÖCK's favour. ASPÖCK accepts the transfer.

9.3

The supplier is required to reimburse ASPÖCK for any expenditure arising out of or in connection with a product recall carried out by ASPÖCK. To the extent that this is possible and reasonable, ASPÖCK will notify the supplier of content and scope of the product recall, keep him informed and give him opportunity to comment. The supplier shall, at his own expense, provide and maintain with a reputable insurer (and provide written certificate(s) of insurance to us, if and when requested) reasonable and customary insurance coverage, including, but not limited to commercial general liability insurance including coverage for product liability. The Supplier agrees to maintain insurance coverage for product liability in then minimum amount of € 5,000,000 per occurrence. The certificate(s) of insurance will, if requested by us, designate us an „additional insured“.

10. RIGHTS OF THIRD PARTIES

10.1

The supplier guarantees that the delivery item is free from any rights of third parties, in particular from the intellectual property rights (industrial property rights, copyrights or associated property rights), and that the ownership or the use of the delivery item is not infringing property rights or related applications of a third party anywhere in the world. The supplier shall indemnify us and our customers concerning any third-party claims and shall obtain free of charge the required permissions (licenses) or, as the case may be, shall modify the delivery item in keeping with the contractual targets so it becomes non-infringing. This does not impair possible further claims by ASPÖCK in any way.

10.2

If a third party claims against ASPÖCK on the grounds that intellectual property rights have been infringed, the supplier is required to indemnify ASPÖCK for such claims as soon as ASPÖCK requests this. The supplier's obligation to indemnify ASPÖCK extends to all expenditure unavoidably incurred by ASPÖCK in connection with claims by third parties.

11. INVOICING

The invoices shall contain all order and delivery data, the value-added tax registration number (VAT Reg. No.) as well as the ARA license number, if and when applicable. In addition thereto, the invoices shall be categorized according to the purchase orders. If the parties agreed upon a settlement on a time and material basis, the supplier shall attach the respective time sheets to the invoice. Invoices which infringe public-law provisions (in particular those rendered in the Austrian customs and tax acts) shall be considered not submitted. The supplier is responsible for all consequences resulting from any failure to comply with this requirement.

12. SECURITY DECLARATION

Our supplier declares that goods, which are produced, stored forwarded or carried by order of Authorised Economic (AEO), which are delivered to AEO or which are taken for delivery from AEO- are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas are protected against unauthorized interference during production, storage, preparation, loading and transport. The reliable staff is employed for the production, storage, preparation, loading and transport of these goods and the business partners who are acting on my behalf are informed that they also need to ensure the supply chain security as mentioned above.

13. CONFIDENTIALITY

ASPÖCK reserves its property rights and copyright in diagrams, drawings, calculations, data, data media provided, descriptions of performance, specifications and other documents – referred to for short as "information" below; these must not be made accessible to third parties without ASPÖCK's express permission in writing. The supplier shall use such information only to the extent necessary to fulfill its obligations under the respective purchase agreement. Once the order has been completed, it is to be returned to ASPÖCK unsolicited. It must be kept secret from third parties.

14. PROPERTY RIGHTS RESERVED / PROVISION OF ITEMS

14.1

ASPÖCK reserves property rights in items which it provides for the supplier. If the supplier processes or reconstructs these, he does so on behalf of ASPÖCK in all cases.

14.2

If an item provided by ASPÖCK is inseparably mixed with other items that do not belong to ASPÖCK, ASPÖCK thus acquires co-ownership of the mixture in the ratio of the value of the item property rights in which were reserved to the value of the other items at the time of mixing. If the mixing proportions are such that the items provided by the supplier predominate, it is agreed that the supplier transfers co-ownership to ASPÖCK in due proportion; the supplier keeps what ASPÖCK solely owns or co-owns safe for ASPÖCK.

14.3

The supplier notifies ASPÖCK without delay of any damage to items provided or of any shortfalls. The supplier is liable to ASPÖCK for loss of and/or damage to material as laid down by statute.

15. DATA PROTECTION AND CONFIDENTIALITY

We reserve the right to store, to communicate, to process and delete person-related data of Buyer in the framework of our business relations within the Aspöck group. We shall also be entitled to publish this data and pictures of the equipment as reference, unless contradicted by Buyer.

The parties shall undertake to keep a secret of any commercial and industrial information obtained in the course of the business relationship in strict confidentiality as far and as long as those are or become part of the public domain.

16. JURISDICTION / PLACE OF FULFILMENT

16.1

If the supplier is an entrepreneur, a trader or a public-law legal entity, the court with jurisdiction over ASPÖCK's place of business has jurisdiction; however, ASPÖCK is also entitled to bring suit against the supplier in the court with jurisdiction over the latter's place of business.

16.2

Unless the order confirmation provides otherwise, ASPÖCK's place of business counts as the place of fulfilment.

17. GOVERNING LAW

Austrian law applies (and CISG – the UN Convention of Contracts for the International Sale of Goods – is excluded), but as stipulated in these Conditions of Purchase.

18. MISCELLANEOUS

This text shall be construed in accordance with the laws of Austria; this version is a free translation of the German text and shall serve only for information. Therefore, in the event of any inconsistency between the German and the English version, only the German version of this GTC shall apply. Messages sent to us shall be effective only, if they are written in German or English language. Messages may be transmitted by facsimile or by electronic means. Messages which reach us on Saturdays, Sundays or one of our legal public holidays shall become effective only on the next working day. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected.