

General Terms and Conditions of JUSTINCASE Trading GmbH

I. Area of Application

All deliveries, performances and offers of JUSTINCASE Trading GmbH (in the following "JIC") are made exclusively under the present General Terms and Conditions. Any agreements made at the occasion of previous transactions shall not automatically apply to later transactions; any diverging terms and conditions proffered by the Customer must be expressly agreed to. Any performances made by JIC shall therefore not constitute acceptance of any terms and conditions diverging from JIC's. These Terms and Conditions shall also form the framework for all further legal transactions between the contractual Partners. Any subsidiary oral agreements must be confirmed in writing.

II. Formation of Contract

An order shall be deemed accepted validly by JIC only when a written acceptance has been sent. Also the shipping of the Goods ordered by the Customer effectuates the conclusion of the Contract. When offers are made to JIC, the bidder shall be bound thereby for a reasonable period of at least 14 days from receipt of the offer. Offers made by JIC shall be valid for 14 calendar days from receipt of the same. Any requests for a change, in particular for Goods on which already work is being done, cannot be accepted unless agreed by JIC expressly and in writing and against charging for the costs incurred until then. When the Customer supplies data or plans, or has specified the measures, he is liable for their correctness unless their incorrectness is evident. When an instruction given by the Customer proves to be incorrect, JIC will advise him so without delay and request appropriate instructions. When an instruction is not received within a reasonable time, the Customer shall be charged, apart from the costs incurred until then, also for the consequences of this delay.

III. Price and Quantity

All prices quoted by JIC are ex works in EUROS and excluding VAT. Should the wage costs change, due to an amendment of the collective contract of the particular trade or to the conclusion of an agreement with the business employees, or should there be a change in other cost factors that are relevant to cost estimating, or in costs that are essential for the performance, as for materials, power, transports, outside labour, financing, JIC shall have the right to raise or reduce prices correspondingly. The promise of special prices shall only apply to the specific order at the time and shall not constitute a precedent for later transactions. In the case of call-off agreements or volume discounts the entire agreed quantity must be taken within the agreed time limit.

IV. Terms of Payment, Default interest

JIC requests 100% payment in advance due net. Any discount expenses shall be borne by the Customer. Incoming payments are precedent for processing orders. Payments from a Customer will only be deemed received when they are credited to JIC's business account or with the confirmation from the remitting bank. In the case of a delay in payment from the Customer, JIC shall have the right, either to keep back the contract goods, to claim the loss actually incurred, or default interest in the statutory amount at JIC's option. Any set-off against JIC's claims shall only be allowed in the case of counterclaims that are undisputed or have been confirmed by a final and valid court decision.

V. Termination of Contract

In the case of delayed acceptance of delivery (clause VII.) or for other important reasons, e.g. bankruptcy of the Customer or a closing of bankruptcy proceedings due to insufficiency of assets, JIC shall have the right to cancel the Contract as long it has not been fulfilled fully by both partners. When the termination is the Customer's fault, JIC shall have the right to claim at its option either consolidated damages in the amount of 15% of the gross invoice amount or a compensation for the actual damage incurred. In the case of delay in payment on the part of the Customer, JIC shall be free from all further obligations to perform and to deliver under the Contract and it shall have the right to retain any outstanding shipments or performances and to claim advance payments or guarantees, or to terminate the Contract after a reasonable respite. When the Customer terminates the Contract or claims its cancellation, without having the right to do so, JIC shall have the right, at its option either to insist on performance under the Contract or to consent to the cancellation of the Contract; in the latter case the Customer shall be obliged at JIC's option either to pay consolidated damages in the amount of 15% of the gross invoice amount or a compensation for the actual damage incurred.

VI. Dunning and Collection Charges

The contractual Partner (Customer) binds himself in the case of delay to pay the dunning and collection expenses incurred by the creditor as well as the costs of representation by counsel, if any, as far as they were reasonably necessary to assert the contractual claim. When the services of a debt collecting agency are used, as a maximum a compensation for the fees of that agency shall be paid, as per ordinance of the Federal Ministry of Economic Affairs on the maximum rates of debt collecting agencies. Where the creditor uses his own collection department, the debtor shall be bound to pay dunning charges in the amount of 5% of the Contract value.

VII. Delivery, Transport, Default in Acceptance, Packing

The sales prices of JIC do not include costs of delivery, assembly or installation. The transport of the Goods is done exclusively by JIC and will be charged to the Customer separately according to DDU – ICC Incoterms 2000 (including roadpricing, toll, transport insurance and packing costs. Excl. duties and duty taxes). For the transport and delivery respectively the actual costs plus appropriate administrative costs will be charged, the minimum being, however, the freight and shipping rates for the selected mode of transport that are in force, or usual, on the day of delivery. JIC reserves the right to choose the shipping route and means of transport as well as the type of packing. If so desired, the assembly or installation will be done or organized by JIC for a separate fee. The costs will be calculated on the basis of the required time, the usual man-hour rate for the particular type of business being deemed agreed. When the Customer has failed to accept the Goods as agreed (default in acceptance), JIC, upon a respite gone by without results, shall have the right either to store the Goods on its own premises and to charge a storage fee in the amount of 0,1% of the gross invoice amount per calendar day (begun), or to store them with a business licensed to do that trade, at the Customer's risk and costs. JIC shall also have the right either to insist on performance of the Contract or to grant a reasonable respite of at least 2 weeks and thereupon to cancel the Contract and to realize the Goods otherwise. If JIC insists on performance, its readiness to deliver shall be deemed equal to delivery so that the risk thereby passes to the Customer.

VIII. Period of Delivery and Delay in Delivery

JIC is only obliged to perform under the Contract when the Customer has fulfilled all duties that are necessary for that performance, in particular when he has fulfilled all technical and contractual points and has taken all preparatory steps and measures. JIC binds itself to hand over the ordered Goods in time to the contracting carrier so that the Goods may be received by the Customer at the agreed point in time, the usual transport times being taken into account. As far as it is reasonable, part deliveries shall be allowed. The period of delivery is prolonged to a reasonable extent, also in the case of default, by force majeure and such unforeseen impediments that have occurred after execution of the Contract, for which JIC is not responsible (in particular equipment failures, strikes, lock-outs, or barred shipping routes) provided these impediments are demonstrably of considerable importance to the performance or delivery. This also applies when these circumstances occur within the sphere of suppliers, sub-contractors of JIC, or of shipping

companies. JIC shall in no case be liable for any deliveries that were late (impossibility of performance) due to the fault of suppliers, sub-contractors of JIC, or of carriers contracting with JIC. JIC binds itself, however, to assign the Customer its claims to damages, if any, against these parties.

IX. Taking Back and Exchange of Goods

A return or exchange of Goods is only possible upon a foregoing written agreement. Goods made specifically for a Customer (e.g. special colours, materials, branding) and reduced-price Goods are as a principle excluded from exchange and cannot be taken back.

X. Minor Changes in Performance

Changes in JIC's performance or delivery that are minor or acceptable to JIC's Customers and justified by circumstances (e.g. changes in the construction or form that are a consequence of technical improvements or statutory requirements) shall be deemed approved. This goes in particular for variations necessitated by the material (e.g. measures, colours, appearance of wood and veneer, grain and structure, etc.). When JIC makes samples available to the Customer, these are deemed trial samples and not samples in the sense of section 922 of the Civil Code.

XI. Warranties and Claim for Damages

JIC cannot take any liability for variations in colour when printed upon varying carrier materials. The Customer has the right to request a colour proof in advance, which must be paid in full. For apparent defects that are evident already at the time of delivery or acceptance, or when the Goods are first put into operation, there is no warranty pursuant to section 928 of the Civil Code. The warranty period begins with the handing-over to, or acceptance by, the Customer. When the Customer puts the Goods into operation before the handing-over or acceptance, the warranty period begins at this point in time. The Customer has the duty to inspect the Goods at the handing-over without delay. Any defects must be reported to JIC within 8 days in writing. It must be considered that minor variations in colours or patterns shall be deemed accepted as they do not impair the value of the product. In the case of justified complaints the defective Goods will be repaired, a substitute delivery will be made, or the Customer will be credited with the value, at JIC's option. If JIC opts for repair of the defects, the Customer must grant JIC the necessary time and opportunity. No warranty is taken for defects that were caused by the following: Inappropriate or improper use; non-observance of operating or assembly instructions, recommendations or user manuals; faulty assembly, putting into operation, or maintenance; changes or repairs that were not done by JIC; improper operating resources or applications; faulty storage or transport, or other improper handling by the Customer or third persons; normal tear and wear. In the case of only light negligence, claims for damages and consequential damages are excluded. Gross negligence or intention must be proved by the claimant. The limitation period for damages claims is three years from the passing of the risk. The clauses on damages contained in these General Terms and Conditions, or otherwise agreed, shall also apply when the damages claim is raised in addition to, or in lieu of, a warranty claim.

XII. Product Liability

Performances made under the Contract as well as any Goods, devices or installations delivered will have only that degree of safety that may be expected according to approval provisions, maintenance and operating manuals or other service and handling instructions, in particular in view of the prescribed checks of devices and installations, or as otherwise indicated. Any recourse in the sense of section 12 of the Product Liability Act shall be excluded unless the party claiming recourse is able to prove that the defect has been caused within the sphere of JIC, at least by gross negligence.

XIII. Retention of Title

JIC shall have retention of title to all Goods delivered so that they will remain JIC's property until they are paid in full. An assertion of retention of title shall only be deemed a termination of Contract when this is stated expressly. When Goods are taken back, JIC shall have the right to charge for transport and administrative fees incurred. When third parties raise a claim to Goods under retention of title, the Customer is bound to point out the ownership of JIC and to advise JIC without delay. When the Customer is a consumer, or when he is no businessman, whose regular business includes trading in Goods purchased from JIC, he shall be prohibited from disposing of the said Goods, from selling, pawning, giving them away or lending them before the purchase price is fully paid. The Customer bears the full risk for the retention Goods, in particular the risk of their destruction, their loss, or their deterioration.

XIV. Assignment of Claims

When Goods are delivered under retention of title, the Customer assigns JIC already now, in lieu of payment, his claims against third persons originating from the sale or processing of JIC's Goods, until JIC's claims have been paid in full. The Customer has to disclose his buyers if so requested by JIC, and to advise them in time of the assignment. The Assignment must be entered in the books, in particular in the "outstanding items" list and made apparent for the buyer in delivery notes, invoices etc. When the Customer is in default with his payments to JIC, the sales proceeds received by him must be separated so that the Customer is holding them only on JIC's behalf. Any claims against an insurer are already now deemed assigned to JIC, within the limits of section 15 of the Insurance Contract Act. Claims against JIC may not be assigned unless with JIC's express consent.

XV. Withholding Payment

When it is not a consumer transaction, the Customer has the right in the case of a justified complaint, excepting only cases of cancellation, to withhold only an appropriate portion of the gross invoice amount but not the entire amount.

XVI. Governing Law, Forum

These General Terms and Conditions shall be governed by the law of Austria. Applicability of UN purchase law is hereby expressly excluded. The Contract language is German. The Parties agree that Austrian domestic law applies. When it is not a consumer transaction, the court of law having jurisdiction over the subject matter at the registered office of JIC shall have exclusive local venue.

XVII. Data Protection, Change of Address, Copyright

The Customer agrees that also personal data contained in the purchase Contract may be ADP filed and processed by JIC in performance of the Contract. The Customer has the duty to advise JIC of all changes of his home or business address as long as the transaction under the Contract has not been completely fulfilled by both Parties. When he fails to do so, all communications shall be deemed received if they were sent to the last known address. JIC retains its copyright in plans, sketches and other technical documentation; the Customer will not obtain any rights of use or exploitation rights in them.

Vienna, in July 2007

René Chavanne, CEO
JUSTINCASE Trading GmbH
Mollardgasse 85A/2/59
A-1060 Wien