

GENERAL TERMS AND CONDITIONS of TK Tankstellen GmbH (FEB-2013)

1. Scope

These Terms and Conditions apply to all sales by TK Tankstellen GmbH (TK) to customers. The application of contradictory customer terms and conditions of purchase is expressly excluded. Any provisions deviating from these Terms and Conditions shall only be effective if expressly agreed in writing.

2. Quotations

Unless expressly stated otherwise, any quotations by TK are subject to confirmation.

3. Orders

Orders must be in writing. A contract is only deemed agreed once TK confirms the order. In the case of deviations between the order and order confirmation, the terms and conditions stated in the order confirmation shall apply.

4. Prices

Prices are understood to be duty-paid and inclusive of value added tax ex store TK. If the costs increase after the contract has been concluded and before delivery as a result of an increase in charges and fees, changes to international currency exchange rates, or crude oil or refinery sales prices, TK is entitled to pass on the additional costs to the customer.

5. Delivery

If TK performs the delivery, it is only liable for the delivery periods and deadlines if the delivery periods and deadlines are expressly and bindingly agreed. If it is not possible to perform the delivery and/or if there is a delay in acceptance, TK is entitled to make use of the goods otherwise without granting an extension, with the buyer having no claim to a replacement delivery. The goods may only be collected during the opening hours stated by TK.

6. Determination of quantity

Quantities are determined based on the measuring equipment installed at TK's warehouse or on its means of transport.

7. Warranty

Defect notices must be submitted immediately in writing. If a defect cannot be identified on transfer of the goods, the defect notice must be submitted immediately after the defect has been identified. TK must be given the opportunity to check the justification of the defect notice. If the defect notice is justified, TK is entitled to replace the defective goods with goods that are free of defects. In addition, warranty and compensation claims for ordinary negligence are excluded.

8. Retention of title

All goods shall remain TK's property until complete payment of all of TK's claims against the customer, including interest and fees. Until cancellation, the customer is entitled to use up any goods subject to the retention of title as part of regular business operations. Any use exceeding this is not permissible. TK must be informed immediately if its title is put at risk due to any circumstances, particularly third-party execution of the goods.

9. Securities

TK shall secure its claims against the customer using commercial credit insurance for the amount of the expected revenues. If such insurance is not or no longer possible, the customer shall provide TK with a bank guarantee of a sufficient amount by an Austrian bank or an Austrian credit institution, which authorises TK to call on the claims due from the customer on first request and without the authorisation for the debit being checked. Until such sufficient securities have been made available, TK is under no circumstances obligated to deliver to the client. TK is not obligated to inform the customer if such insurability is no longer provided or

if such securities expire.

10. Payments

Unless expressly stated otherwise in the order confirmation, payments must be made onto the bank account named by TK immediately on issue of the invoice free of fees and charges. In the event of a payment default, it is hereby agreed that default interest of 4% over the 3-months Euribor shall be paid subject to additional legal claims. In addition, the customer shall pay a compensation for any costs of reminders, collection and legal enforcement. This is without prejudice to the assertion of any further claims. In the case of a payment delay, TK is authorised to withdraw from any concluded contracts and cease deliveries immediately, as well as to make further deliveries dependent on advance payments.

11. Force majeure

In the case of a force majeure or hindrances in contract performance, which are not TK's responsibility, TK is exempt from its delivery obligation and authorised at its option to announce later delivery deadlines. In addition, in the case of a shortage of goods, TK is authorised to carry out partial deliveries according to the goods quantities available at its discretion.

12. Legal succession

The obligations accepted by the customer also apply to legal successors. In the case of singular succession, the customer is obligated to pass on its obligations irrespective of any liability regarding contract performance that continues to apply to him. The competent court in 6800 Feldkirch is the exclusive jurisdiction.

13. Applicable law/jurisdiction

Austrian law shall exclusively apply to the present contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods and the reference standards of conflict of law regulations. The competent court in 6800 Feldkirch is the jurisdiction.

14. Final provision

Should one or several provisions of these Terms and Conditions be or become legally ineffective, this shall not affect the validity of the remaining content. The invalid or non-practicable provisions shall be deemed replaced by a valid or practicable provision approximating the original economic intentions of the parties as closely as possible.

15. Data protection

The customer expressly agrees to the collection, processing, saving and use of the personal data provided as part of the contractual relationship.