

General Sale Conditions of AURAS-2000 Ltd.

All customers are considered as a potential customer who accepted our basic sales conditions except those who has written agreement with us about the differences. In case of dissent we use the general sale conditions.

I. FORM OF CONTRACT

The agreement is valid if we confirm it in written form or the order is in written confirmation. The agreement is valid until the deadline is expired. Without concede the offer or deadline expiration the offer can be changed by our company at anytime.

II. TERMS OF CONTRACT

The terms of contract depend on the weight of the ordered products or the number of pieces. These differences cannot be reason for terminating the agreement just enable for reimbursement or surcharge.

1. Delivery conditions:

The customer is liable for conceding the amounts of shipment in the margin of quantity when the shipment:

by the piece::

Less than 5pcs:	± 1pce
Between 6-10pcs:	± 2pcs
Between 10-49pcs:	± 3pcs
More than 50pcs:	± 5%

by weight:

Less than one ton:	± 10%
More than one ton:	± 5%

By other measures: ± 5%.

2. Size tolerance:

Above 300 mm:	± 1,2%
Between 150-299 mm:	± 3 mm
Under 149 mm:	± 2 mm

Permissible tolerance is at least 1% of linear dimension.

3. Technical parameters:

The published parameters on the datasheet are average values. Hereinafter we give allowable tolerances, which are determined on the basis of measured average value of some samples.

Chemical component:

In case of mono component material (> 90 %) ± 5%.

In case of main component (>20%<90%) ± 10%.

In case of subsidiary component (> 1%<20%) ± 20%.

In case of micro component < 1% ± 10%.

Cold Crushing Strength: -20%,

Modulus of rupture: -20%

Linear thermal expansion: +20%

Density: ± 10%.

Required material (without allowance): ± 10%.

Grain size over the maximum size: +5% (in weight)

4. Samples and tools:

We invoice the costs of samples and tools for the customer. In case the customer would not like to have the models delivered, according to business practice we retain them for 3 years in the condition of the end of manufacturing, or if there is another agreement or order, the mould shall be wasted.

5. Drawings:

All drawings, plans, working drawings, shape drawings produced or adopted by our company are properties of us. Those are not allowed to copy, publish or forward to a third party (especially for a potential competitor) without our preliminary permit.

III. PACKAGING

Using boxes, palletes, special palletes, increases the costs of delivery, which debit to the customers. Hold-down materials, plastic covers, rooftops, edge and corner covers also increases the costs and shall charge to the customers. We can redeem the standardized palletes only on the current price. If the customer delivers us private palletes all those shall be arrived before the manufacture begins.

Auras-2000 Kft.

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Adószám: 11921714-2-13 • Közösségi adószám: HU 11921714

Bankszámla: HUF: Budapest Bank Zrt.: 10102244-11263900-01001006

EUR: Commerzbank München: BIC: COBADEFFXXX • IBAN: DE76 7004 0048 0831 8248 00

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IV. PURCHASE ORDER WITHDRAWAL

We do not assume the withdrawal of orders if:

- The products are delivered or under delivery
- The products construction has begun
- After 7 days of purchase order conformation

Independently of the above mentioned, we shift the costs which occurs partially or totally concerning the subject order upon the Customer, even if we receive the cancellation during the above period.

V. DELIVERY

1. Our products are delivered by ex work parity (both quality and quantity takeover is in our business park). The customer is responsible for the delivery irrespectively of the billing method.

2. Even if our company helps to load up the delivery it does not mean that our company is responsible to carry the delivery to your business park or would be responsible for the carriage or the delivery of products.

3. According to the contract our company considers the goods delivered with handed them over to the transporters. We consent that our procurers check the manufactured products, and do controlling and examining operations which are usual in business life. The costs of transport, examinations, tests of samples - if occur - are charged to the customers.

4. Damage by transport, shortage or making up or any other claims are the responsibility of the procurer.

5. The terms of transport can be influenced by irrespective factors. There is no assume because it. These irrespective factors are shall not cause terminations of order or any other claims or right to appeal. After receipt the risks are for the customers even if the goods were not paid completely.

VI. PAYMENT CONDITIONS

1. The deadline of payment is fixed in the confirmation letter or in the transportation agreement. In case of late payments we invoice the base rate +8% as late payment fee.

2. If the customer does not adhere payment terms we have the right to terminate the agreement and arrogate the remained payment „de jure” immediately. This does not affect other legal actions of us.

3. Reclamation against our invoice shall be within 3 days from the receipt of invoice.

4. We send the invoice to the customer if the order backlog occurs and the situation is not our blonder. In that case the products are stored in our store and the cost of storage is for the customers.

5. If the procurer situation or status is substantially change- demise, disability, procurer alteration, lost good reputation, hypothecation- we reserve the right to get warranty or terminate the order with that procurer.

VII. COMPLAINTS

Complaints have to be taken in written form. The procurer shall give all data (manufacturing date of materials, industry number, date of delivery) to identify the products. The procurer shall permit to check the samples or take samples from the delivered materials in the storage area of the procurer. The procurer shall store the disapproved materials in correct way without any alteration to not influence the consideration of complaint. When it is necessary our company can check the material with an independent quality controlling office. When the complaint is not justifiable the all cost of review is invoice to the procurer.

The procurer shall take back the products just with written approval of us. The cost of taking back the products is for the procurer. The products shall be in original wrapping.

VIII. WARRANTY

1. Using refractory materials are irrespectively of producers dissimilar in absence of dissimilar agreement we are not able to take risk in connection with product built in.

2. Our warranty is based on only the data of technical quality according to the technical data sheet or supplement of originally delivered materials. The complaint can be taken only in written form and if all parties declare that the products have not met the standards according to the technical data sheet. This kind of warranty proved within 1 month after delivery of products.

3. The loss caused by cost-free verbal counsel can cause immunity from liability.

4. Our firm is ready to elaborate offers, papers, plans, civil engineering, according to the claims of procurers received them in written form. The cost of process goes to the procurer. In this case obligation of warranty shall be written in other agreement.

5. When the procurer uses those kinds of drawings, plans, samples which are properties of the third party, the procurer shall provide permission for the third party to use them and the procurer shall secure us from prejudice.

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IX. VIS MAIOR

All events, which are out of our responsibility- shutdown, machinery problems, malfunctions, strike, war, fire, logistic malfunctions, and all vis major events absolve us all obligation and prejudice, caused by transport delay, the order part or full execution.

X.LAW AND JUDGEMENT

1. All of uncertain condition which is out of this general condition of sales shall be solved by the 7/1978 of Civil Code of Hungarian Republic and all time the operative laws are normative.
2. The parties are obligated to solve litigations placidly. After abortive litigation they are obligated to accept the judgement of Budapest District Judiciary.

XI. PROPERTY RIGHTS

The delivered products are the properties of the company until purchase price paid. In that case there is nothing other deflated paper can supersede the money. The procurer covenant that until the purchase price paid there is no chance to sell, alienation, prepare, built in, pledge the products without the written approval of our company. The buyer obliges to save the product in identifiable condition and assures them against the damage until the price is paid. If the buyer consumes the product before the price is paid without written approval of our company, we have the right to take back the rest of product and sell them immediately without any consequence.

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