

GENERAL TERMS AND CONDITIONS

1. Any existing order, which has not been signed by the customer according to Art. 1341, comma 2, ZGB, only represents for BETON EISACK GMBH / BETON GASSER GMBH an offer possessing a maximum period of validity of 15 days, within which the customer of BETON EISACK GMBH / BETON GASSER GMBH must present to BETON EISACK GMBH / BETON GASSER GMBH, the giver of the offer, a signed copy according to the specified procedures. If this should not occur within the specified period, the offer will expire. BETON EISACK GMBH / BETON GASSER GMBH reserves the right to hold up or cancel any delivery without being able to be held liable due to the following reasons: war, fire in respect of plants, concrete mixing trucks and pumps, strikes, evening events, bad weather conditions, traffic disruptions, dangerous or impassable construction site access roads, unobtainable raw materials or equipment or for any other reasons not directly dependent on BETON EISACK GMBH / BETON GASSER GMBH.
2. The cancellation of an order that has already been placed is only permitted if the customer accepts all the charges incurred with this action.
3. The loading time, the return journey to the construction site plus 5 minutes unloading time per cubic metre delivered are included in the transport price. The minimum time for unloading is 30 minutes; above this, extra time will be invoiced per hour or part of an hour according to the price list in force. Transport costs will be invoiced for transporting an amount of concrete under 6 cubic metres according to the price list in force for every cubic metre not transported.
4. Payments must arrive on time at BETON EISACK GMBH / BETON GASSER GMBH but can also be made by persons duly authorised in writing. In any case, in which the payment modality is not expressly specified, the payment terms are to be understood as "Payment of the invoice within 30 days" according to EU directive 2000/35/EG. In the event of the non-receipt of a payment or in the case of delayed payment, BETON EISACK GMBH / BETONGASSER GMBH will be free to discontinue current orders or to withdraw unilaterally from the contract entered into. Interest on arrears specified according to the EU directive will be added to the sum of unpaid invoices from the due date of payment plus expenses resulting from the recovery of the monies. With any delay due to the customer or any payment of invoices not made within the agreed deadline or any possible promissory notes, the customer will lose all right for the performance of any other payment conditions agreed upon and authorises BETON EISACK GMBH / BETON GASSER GMBH to demand the immediate amortisation of the entire amount. Expenses of collection must be borne entirely by the customer.
5. No order of more than 100 cubic metres is binding on BETON EISACK GMBH / BETON GASSER GMBH, unless it has been confirmed in writing by the management. Orders are only binding for BETON EISACK GMBH / BETON GASSER GMBH within the context of the agreed construction site, time periods and amounts.
6. BETON EISACK GMBH / BETON GASSER GMBH will be free, in case of hindrances to delivery by BETON EISACK GMBH / BETON GASSER GMBH, to transfer the deliveries in part or wholly to other companies, whilst retaining the agreed conditions and guarantees.
7. The dosages given in the order or delivery documents are to be considered as indicative, since variations can occur in respect of the material qualities available. In any case, the quality of the end product will be guaranteed according to the agreement made. It is the customer's task to check the compliance of the quality characteristics given in the delivery note before accepting the product. Its unloading represents a complete acceptance of the product on behalf of the customer.
8. The customer is authorised to carry out checks on the concrete supplied by BETON EISACK GMBH / BETON GASSER GMBH within the context of UNI EN 206-1: in relation to the amount, as in point 10, and in relation to the remaining characteristics as in point 11 (Appendix B).
9. Checks on the concrete's conformity are governed by UNI EN 206-1, point 11.3. In any event, checks will only be permitted if carried out in the presence of technical employees from BETON EISACK GMBH / BETON GASSER GMBH on a sample representative of the entire load; any checks carried out at the customer's construction site must be made according to the prevailing standards in respect of D.M. 09/01/96; the sampling procedure, packaging and storage of the specimens must correspond to the standards in force and be carried out in duplicate and marked accordingly. Storing specimens at the construction site will only be permitted when the possibility of keeping to the conditions of the standard is given. In any other case, specimens must be transported to a room in which the conditions according to UNI 6127 can be kept.
10. Statute 1086, which is in force, only pertains to the utilisation of ready-mix concrete according to strength. Any customer requires ready-mix concrete according to composition must have taken prior

actions, which are described in point 2 a of Appendix 2 of D.M. 09/01/1996 and are in accordance with UNI EN 206-1.

BETON EISACK GMBH / BETON GASSER GMBH prescribes the division of concrete into exposure classes according to UNI EN 206-1 when producing ready-mix concrete according to strength. In normal cases, should the customer make no other wishes known, BETON EISACK GMBH / BETON GASSER GMBH will produce ready-mix concretes according to strength in exposure class (XC1 - XC2) with superplasticiser or superliquefier for the S2, S3, S4 and S5 consistency categories. The addition of air pores is foreseen for exposure classes with the designations XF2, XF3 and XF4. The selection of the grain size distribution curve to be used in manufacturing ready-mix concrete according to composition will be made by BETON EISACK GMBH / BETONGASSER GMBH, unless the customer specifies a different grain size distribution curve when ordering the concrete. Ready-mix concrete made according to strength will be manufactured with the Bolomey grain size distribution curve.

11. No specimens will be permitted from concrete that has already hardened and has been taken from structures, since it is not possible to draw unequivocal conclusions from such specimens regarding the quality of the product supplied; BETON EISACK GMBH / BETON GASSER GMBH shall in no way be made responsible for possible damage to the concrete that has been caused by post-treatment processing or formwork stripping. The guarantees concerning product quality will be forfeited, a) in event of the fresh concrete exhibiting a higher consistency as had been contractually agreed. Only standard UNI 7163 shall be exclusively valid for determining consistency. It shall be the customer's task to carry out checks on each delivery; the customer may dispute BETONEISACK GMBH / BETON GASSER GMBH on account of each truckload and BETON EISACK GMBH / BETON GASSER GMBH will be under obligation to correct any mistakes and to exchange the delivery. Should the consistency of the fresh concrete be lower than specified, then the addition of water is automatically allowed, as long as the authorised limiting values are not exceeded and a new mixing process with the specified 30 revolutions takes place, until the agreed consistency has been obtained.

b) if water or other materials have been added to the mix in amounts exceeding those permitted by the company making the delivery (ready-mix truck drivers have been expressly instructed not to add any water or other materials to the concrete, except expressly on demand by the customer or a representative of the customer. In this case, this action will be noted on the delivery note);

c) if the company making the order asks for the addition of specified additives and/or additives supplied by the company itself and the checks are carried out after the addition of these above-mentioned additives;

d) in the event that the unloading of the concrete is not completed within the times specified by UNI EN 206-1;

e) if, with deliveries of concrete for industrial floors, any type of defect or flaws in the concrete's surface should occur that may be attributed to the state of the subsoil.

12. Specimens for acceptance may be withdrawn by the customer with the cube shapes specified by BETON EISACK GMBH / BETON GASSER GMBH and carried out on the basis of the provisions in force.

13. Any eventual measures necessary as a result of a clearly recognised unsatisfactory quality of the material supplied must be agreed upon by the parties before they are carried out. Qualitative defects, if ascertained solely by the customer or by a representative, are not permitted and are not a basis for claims or complaints in respect of the quality of the product supplied.

14. Any charges arising from official material tests must in any case be borne by the customer as well as any possible charges for the disposal of surplus concrete.

15. With concrete deliveries using a pump installation, it shall be the task of the construction site to safely ensure a minimum discharge volume of 30 cubic metres per hour. It shall also be the task of the customer to provide a workforce for the positioning, assembling, dismantling and washing procedures with the pump. The pumped concrete has to contain at least 250 kg of cement for every cubic metre and exhibit a minimum consistency according to S3.

16. Obtaining any access authorisations needed to a construction site or unloading points according to local regulations shall be wholly the responsibility of the customer. The customer must secure the access points to a construction site and its internal routes, so that they represent no hazard for the employees and machines of BETON EISACK GMBH / BETON GASSER GMBH. The customer must comply with the regulations according to D.L. 626/94 and also inform employees of BETON EISACK GMBH / BETON GASSER GMBH about the risks and hazards of a construction site and support them if needed. It shall be the responsibility of the customer to dispose of any surplus concrete from the equipment; it shall be the customer's task to find an area at which any eventual surplus amounts of

concrete can be disposed of according to prevailing standards and where concrete pumps and the channels of the ready-mix trucks can be washed out after delivery of the concrete. The customer shall bear the greatest burden according to a written agreement, should it be necessary to carry out the washing procedure at another place.

17. No claim will give the customer the right to delay or hold up payment of deliveries, nor to effect any compensation.

18. The prices of any existing order, which the customer has confirmed after perusal, will have been considered accepted without any conditions and will remain unchanged (excepting possible increases in the price of cement and/or the relative freight charges, which would result in an adjustment of the list prices once they had come into force) until BETON EISACK GMBH / BETON GASSER GMBH issues the customer with a new price list. If the customer does not object to the above-mentioned list prices within 7 days of receiving them, then they will be considered accepted between the parties. If the new list prices are not accepted, then the contract between the parties will be considered as having been deliberately dissolved, in which case prior notification will be sent to the customer by BETON EISACK GMBH / BETON GASSER GMBH.

19. These general terms and conditions shall be binding for all deliveries, which the customer has made to his construction site and for all concrete production facilities belonging to BETON EISACK GMBH / BETON GASSER GMBH. In case of variations, the last valid general terms and conditions, which the customer had accepted at the time of signing the contract, shall remain valid until termination of the contract.

20. In any dispute, resulting from or in connection with the execution or interpretation of an existing order, the exclusive jurisdiction of the Bozen juridical forum (Foro Giudiziario) is assumed and accepted.

BETON EISACK GMBH / BETON GASSER GMBH