

## **General purchase conditions**

### **General**

In so far as nothing has been stipulated otherwise in the wording of the order, only these purchase conditions are regarded as stipulated. Conditions differing from our purchase conditions and/or different conditions of the supplier/customer only count as far as we explicitly declare so in writing. This is also the case if declarations of the supplier/customer contain contradicting clauses and we subsequently do not object to them anymore.

The accepting of delivery/service including confirmation on the consignment documents without protest does in no way constitute acceptance of such regulations. In all documents referring to the order our order reference number has to be indicated as information without this number is regarded as not having been received in case of doubt. If an order given by us is not objected to within the maximum of eight days in writing, it is regarded as accepted.

### **Contract Negotiations**

The content of the contract is determined first and foremost by declarations negotiated between the contract partners individually. These conditions are recorded in our order and in the customer's offer referring to this order.

As far as no individual declarations are negotiated, only this General purchase conditions are in force. Any divergent conditions of the customer are not accepted, even if we are not expressly declaring so.

These general purchase conditions are to be applied for follow-up orders – given orally or in writing – with no need to point to them explicitly.

### **Transmission of the order**

The order given may not be forwarded to sub-contractors partly or as a whole without our permission.

### **Price**

Offers that have reached us are gratuitous, no matter what preliminary work has been necessary for its compliance.

The prices are to be understood packed, delivered free place of destination (DDP according to INCOTERMS 2000) and are fixed prices that cannot be raised for which reason whatever.

### **Delivery**

Basically deliveries have to be observed 100% concerning quantities and terms.

Deliveries have to be made exempt from all charges and at cost and risk of the contractor to our receiving center. The contractor has to assure that the goods are suitable packed. Costs for shipping, packing and for transport insurances, if necessary, have to bear the contractor.

Deliveries have to be executed according to our shipping documents (table of contents in particular), if not we are authorized to reject the delivery.

The delivery or the service is to be executed on the agreed term at the mentioned receiving center between 6:30 to 16:30 o'clock. If delivery is made earlier, we are enabled to charge the contractor with the resulting extra expenses (eg storage cost).

Delivery has to be made exempt from retention of the title.

### **Invoice**

Invoices are to be made out, if not stipulated otherwise, in duplicate according to the formal regulations of Art. 11 Law on Value Added Tax in the valid version and to be sent to our accounting department after properly rendered delivery/service. The turnover tax identification numbers of both contracting parties have to be indicated on the invoice.

Invoices without indication of our order number and the person in charge indicated will not be handled and are regarded as not having been received in case of doubt.

## Payment

Payment of accepted goods is made, if not stipulated otherwise, within 14 days after receipt of the invoice minus 3% discount or within 60 days after receipt of the invoice without discount. Payment does not constitute acknowledgement of the correctness of the delivery and therefore no waiver of claims we are entitled to resulting from defects of performance for warranty or compensation. Down payments remain stable in value, namely as percentage of the total value of order.

## Delay

In the event of non-observance of the date of delivery, regardless for what reason it occurred, we have the right to renounce the contract without giving a period of grace.

As soon as the contractor recognizes that delivery in time is partly or as a whole impossible, he has to inform us, mentioning also the reasons and the estimated duration of the delay. Again in this case we have the right to abolish the contract without giving a period of grace. If we do not expressly declare the withdrawal the contract has to be fulfilled.

## Consignment

Without appropriate shipping documents the delivery is not accepted as fulfilment of the order resp. handled, but will be stored or returned at the expense and risk of the supplier at our choice.

The delivery has to be packed properly, especially to be dispatched according to our shipping regulations. The supplier bears the damages resulting from the non-observance of such regulations.

## Warranty

The contractor is liable for a 2 year period for the correct execution of the delivery resp. service stated in the order and fulfilling the all legal requirements and "ÖNORM Vorschriften". The supplier/customer guarantees the complete faultlessness of the subject of supply resp. of service as well as the presence of the quality promised.

The supplier has to forward us eventual instructions for storage or operation, otherwise he will be liable for damages caused by this unawareness. The supplier is liable for all damages including resulting consequential damages originating from redhibitory defects caused to us.

The supplier is liable the same way for items resp. services supplied resp. rendered by him, but not produced by him. The acceptance (receipt) of the product is affected by inspection during putting into operation resp. during putting the product to work, the latest however six months after delivery of the product.

Only from this moment on the warranty period of 18 months starts to run.

Defects stated are claimed within 14 days after their detection.

In case of liability, we have the right besides our other legal possibilities to demand, at our choice, substitute delivery free of expense, return, and elimination of the defects free of expense or an appropriate discount. In case of necessary returns to the supplier we are entitled to charge a lump-sum handling fee per defect. Defective parts remain at our disposal till replacement is made.

The period of warranty starts with the unbelted acceptance of the consignment/service.

We are not engaged to an instantaneous inspection of the delivery resp. service at disposal nor to an immediate notice of defect. We have the right to claim any subsequent defect during the warranty period.

Defect cured by contractor leads to a restart of the warranty period for the affected delivery resp. service. The period starts after our acceptance of the defect cured.

## Production materials

Designs, models, drawings, plates and other materials remain our substantive and intellectual property.

**Inspection examination**

If necessary, we as well as our client are to be granted access to the production for an inspection examination or for clarification of eventual problems.

**Trademark**

The supplier/customer has to hold us free of claim and indemnify us for patent, trademark, design, semi-conductor resp. copyright disputes rising possibly from supply/service and to guarantee to us the unlimited use of the goods supplied resp. services rendered.

**Compensation for damages and liability for the product**

The customer is liable for compensation of the damage caused by a defective delivery or by violation of administrative security environmental regulations of producer and supplier country.

As far as claims are raised against us by third parties because of liability regulations independent from fault, as e.g. for product liability, in connection with a defective delivery resp. security construction of the supplier/customer, the supplier/customer has to hold us free of claims and to indemnify us.

**Place of delivery**

Place of delivery is, if not stipulated otherwise, the receiving center prescribed in the order.

**Environment**

Suppliers shall comply with all applicable Federal, State and Local environmental requirements and limit values.

**Forum**

The exclusively competent forum for both parties is the court in Vienna, Austria, having substantive jurisdiction. The customer is free to take legal action against the supplier at the court having jurisdiction at his domicile according to national law to be applied. Conflicts occurring do not entitle the supplier/customer to cease the deliveries resp. services.

**Severability Clause**

In case of several contract terms being invalid, the contract as a whole and the other terms will remain unaffected.