

1. General Provisions

- 1.1. Safe as agreed otherwise in writing, all our sales and offers may only be understood according to the following terms and conditions even if their applicability is not mentioned during negotiations.
- 1.2. We do not accept any terms or conditions which differ from ours. Performance from our side may not be deemed as an affirmation of terms or conditions which differ from ours.
- 1.3. Any divergences from our terms or conditions as defined by item 1.1. and 1.2. can be agreed only by managing directors or managers having procura.

2. Quality

- 2.1. Our specifications of quality, dimensions or quantities shall be understood within the usual tolerances, unless we guarantee specific characteristics or conditions.

3. Conclusion of Contract

- 3.1. Contracts must be in writing or confirmed in writing.
- 3.2. Our offers are subject to confirmation. If we receive an offer to buy the customer is bound by it for a reasonable period of time, at least for a period of 8 days upon the receipt of the offer.

4. Prices

- 4.1. All our prices are net prices, unless expressly specified otherwise. Applicable VAT will be charged separately. As to any other conditions our confirmation of order applies.
- 4.2. If labor costs change as a consequence of amendments to collective agreement regulations or internal agreements or if other costs relevant for the performance of orders change (e.g. for material, energy, transport, external working power, taxes, customs, tolls etc.), we reserve the right to increase or decrease our prices.

5. Terms of Payment

- 5.1. Our claims become due on delivery if not agreed otherwise. Cash discounts have to be stipulated expressly and in writing previous to delivery. In case of delay in payment, even with part payments, cash discount agreements are no longer valid.
- 5.2. In case of delay in payment we charge default interest equivalent to the Austrian National Bank's base rate plus 5% beginning with the date of default.
- 5.3. in such case our customer also refunds reminder charges and expenses of collection debt, as far as they are necessary to take appropriate legal measures.

6. Withdrawal from Contract

- 6.1. In case of delay in accepting performance or for good cause, in particular bankruptcy of the customer or dismissal of bankruptcy proceedings due to lack of capital, as well as in case of delay in payment of more than 3 working days, we are entitled to withdraw from the contract, unless we fail to realize because of gross negligence that all contractual obligations have been satisfied by both of the parties.
- 6.2. In case of delay in payment on part of the customer we shall be released from all further obligations of service and delivery and entitled to hold back outstanding deliveries or services and to ask for advanced payments and/or guarantees or to withdraw after having given an appropriate grace period.
- 6.3. In case of withdrawal due to default on part of the customer we may choose between global settlement of damages of 15 % of the gross amount of the invoice, which is not subject to judicial reduction, or to ask for the compensation of actual damages including consequential harm caused by a defect and loss of profit, both within 14 days of our request.
- 6.4. If the customer withdraws from the contract or requests its cancellation – without being entitled to do so – we may choose between the performance of the contract and the cancellation of the contract. In case of the latter the customer will pay according to our choice either a global settlement of damages of 15 % of the gross amount of the invoice, which is not subject to judicial reduction, or the compensation of actual damages including consequential harm caused by a defect and loss of profit, both within 14 days of our request.

7. Delivery, Transport, Default of Acceptance

- 7.1. In case a delivery address and/or an address for the performance of secondary obligations are/is not agreed upon, our registered office is the place of delivery.
- 7.2. Terms of delivery will be stipulated separately for each delivery. We are entitled to exceed the stipulated terms for up to 2 weeks. After expiration of that term plus an adequate additional respite the customer is entitled to withdraw from the contract.
- 7.3. Form and size of package of the delivered goods will be decided by us.
- 7.4. Vehicles for delivery must be granted unrestricted and roadworthy access to any place of discharge so that they can be discharged without delay. In case the customer violates this liability for premises he is liable for compensation of all damages arising therefrom, including damages on the delivery vehicle and possible claims of third parties.
- 7.5. If there is an agreement upon technical details, preparatory work or preparatory measures, we are only obliged to perform our obligations as soon as the customer has performed all such obligations and fulfilled all such preconditions.
- 7.6. We carry costs for transport insurance only if agreed explicitly and in writing.
- 7.7. In case of default of acceptance we are entitled to either (i) after having given an ineffective grace period of a maximum of 2 days store the goods and charge 0.1 % of the gross amount of the invoice for each commenced calendar day or (ii) insist on the performance of the contract or (iii) after having given an appropriate grace period to withdraw from the contract (clause 6 above) and to use the goods in another way.

- 7.8. We do not assume any liability for damages of the goods or damages which are caused by the goods (e.g. chemical reactions) after delivery or after default of acceptance.
- 7.9. If third parties are included the seller has to grant the observance of our conditions for purchasing.

8. Warranty, Duties of Inspection and Reprove

- 8.1. We satisfy claims for warranty of our customer either through exchange or through reduction of price according to our choice. Our customer may only demand rescission of sale if the defect is essential, unrecoverable by exchange and price reduction is unreasonable.
- 8.2. Our customers may only claim damages aiming to the removal of defects or the exchange of the defective goods if we are in default of performance of warranty claims.
- 8.3. To claim any warranty or damages based on a defect our client has to prove that the respective defect already existed upon delivery; the same applies within the first 6 months after delivery.
- 8.4. The customer is obliged to inspect all the goods immediately and completely after delivery, this is within 4 working days at the latest. Any discovered defects have to be notified to us without delay and within 3 working days of discovery at the latest, by fax copy describing the kind and extent of the defect. Hidden defects have to be notified without delay upon their discovery, but at the latest within 6 weeks of delivery of the goods, by fax copy and any adaptation or processing has to be halted immediately. If a claim is not filed in time the goods are considered as accepted without any defects.
- 8.5. Our obligation to uphold warranty expires after 6 months of delivery. Afterwards further rights of recourse by the customer for warranty obligations performed by him cannot be raised anymore.

9. Compensation

- 9.1. Compensation claims are excluded in case of slight negligence (except personal injury). The customer has to prove such negligence.
- 9.2. In case of defective goods any compensation of loss of profits or consequential harm is excluded.
- 9.3. The prescription period for compensation claims expires after 3 years of the passing over of risk.
- 9.4. The conditions of compensation included in these terms and all conditions or other agreed regulations are effective even though compensation is claimed instead or cumulated with warranty claims.

10. Reservation of Ownership and its Assertion

- 10.1. All our goods are delivered with reservation of ownership and remain our sole property until the complete performance of all our claims towards the customer. In case of processing, mixture or combination by the customer with goods that do not belong to us he already transfers the ownership of the new goods to us, corresponding to the invoice value of the goods with reservation of ownership. The customer has to store the new goods for us free of charge.
- 10.2. The assertion of the reservation of ownership does not imply the withdrawal from the contract, unless expressly declared so.
- 10.3. In case of withdrawal of goods we are entitled to charge the costs of transport and manipulation.
- 10.4. The customer carries full risk for the goods with reservation of ownership, in particular for destruction, loss and degradation.
- 10.5. The customer is entitled to resell the goods with reservation of ownership only after having informed about our right of reservation and - as a guarantee - if already now he transfers his claim resulting from the resale and all other claims against his buyers up to the amount of the goods sold by us with reservation of ownership to us, regardless if the goods given with reservation of ownership are sold to one or more buyers without or after adaptation, amalgamation or combination. The customer has to name his buyers and inform them in time about the transfer. The transfer and our reservation of ownership have to be mentioned in the accounting records and on delivery slips and invoices. If the customer is in default of payment regarding our claims, the sales revenue received by him have to be segregated and the customer holds them on our behalf.
- 10.6. The customer is not entitled to other disposals of the goods sold with reservation of ownership. In case of access to the goods sold with reservation of ownership by third parties (also authorities) the customer is obliged to inform about our right of property and to let us know about the fact immediately.

11. Retention

- 11.1. In case of justified reclamation, except cases of re-liquidation, the customer is not entitled to retain the whole but an adequate part of the gross amount of invoice.

12. Assignations, Setting Off

- 12.1. The assignation of claims against us or objections to our claims against third parties are not valid, unless we confirm such assignation in advance explicitly and in writing.
- 12.2. Any kind of offsetting against our claims is not valid, unless we agree in advance explicitly and in writing.

13. Vis Major

- 13.1. Occurrences of vis major (including strikes, major breakdowns, power failure) as well as all circumstances, which can fundamentally complicate delivery or make it impossible, no matter whether they happen to us or one of our distributors, entitle us to stop delivery for the time of obstruction and a start-up time without consequences or to withdraw from the parts of the contract which are not performed at this moment of time.
- 13.2. The customer may ask for a declaration whether we withdraw or deliver within a new asserted period of time. In case we do not declare anything, the customer is entitled to withdraw.

14. Data Protection, Change of Address and Copyright

- 14.1. The customer accepts that his personal data, which we receive during our business relation, will be processed and collected by us in order to perform this contract.

14.2. The customer will announce change of his address to us as long as our business relations are not completely fulfilled by either sides and not all terms of warranty and compensation claims expired. If the customer fails to do so, all statements are considered to have reached the customers, if they are sent to the latest address that was announced to us.

14.3. We are entitled to use any information, which we receive in the course of our business relations, for the performance of the contract and following contracts without any restrictions or costs.

15. Applicable Law, Arbitration

15.1. For the interpretation of these terms and any other contract terms as well as for the decision of any disputes in connection with these terms, Austrian law applies, excluding conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

15.2. The contracting parties agree on the exclusive, concluding and ultimate competence of an arbitration court of the Austrian Chamber of Commerce (language of litigation English) with 3 arbitral judges. Both the customer and we choose 1 arbitral judge within 14 days after request of the party to do so, who wishes to start the arbitration trial. These two arbitral judges will call the chairman. In case an agreement is not reached by the 2 arbitral judges or one of the party does not call its judge in time, the president of the Austrian Chamber of Commerce will name and call the missing judge(s).

16. Miscellaneous

16.1. Should any of these terms and conditions become completely or partly ineffective or void, all other regulations of these terms and conditions and any parts thereof remain effective. The Provisions or parts thereof which are void shall be considered to be replaced by such lawful and effective stipulations the economic effect of which is as close as possible to the ineffective or void provisions.