

1. General Provisions

- 1.1. Safe as agreed otherwise in writing, all our orders 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. Conclusion of Contract

- 2.1. Contracts must be in writing or confirmed in writing.
- 2.2. Our offers to buy are subject to confirmation. If we receive an offer to sell 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.

3. Prices

- 3.1. The agreed prices are fixed prices, net and duty unpaid. As to any other conditions our confirmation of order applies.

4. Terms of Payment

- 4.1. We settle payments on the 30th day of the month following the receipt of invoice, deducting 3% cash discount or within 90 days after receipt of invoice covering the full amount without cash discount. Our payments are executed by our choice either by bank transfer or by cheque. Any charges due to transfer are divided equally among the parties of the contract.
- 4.2. Invoices have to include our number of confirmation of order and have to be addressed to our address in 3 originals.

5. Withdrawal from Contract

- 5.1. In case of delay of the vendor of more than 2 working days or for good cause we are entitled to withdraw from the contract if at the moment of withdrawal the satisfaction of all contractual obligations by both of the parties was not obvious to us. In case of delay in payment the vendor is bound to compensate the full damage caused by delay including the loss of profits.
- 5.2. If the vendor withdraws from the contract or requests its cancellation – without being entitled to do so – we may choose between the performance of the contract or 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, both within 14 days upon our request.

6. Assignations, Setting Off

- 6.1. 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.
- 6.2. Any kind of offsetting against our claims is not valid, unless we agree in advance explicitly and in writing.

7. Reminder Charges and Expenses of Collection Debt

- 7.1. The customer has to refund reminder charges and expenses for collection of debts, insofar as such expenses are necessary to take appropriate legal measures.

8. Delivery

- 8.1. Deliveries will be only accepted at the place and in the condition stipulated in the contract. The vendor refunds any expenses and/or damages arising from change of the shipping address or the conditions of delivery not made by us within 14 days upon our request.

9. Dispatch

- 9.1. In case of using a third party for dispatch (forwarder, sub supplier, branch office) the vendor has to ensure the compliance with our general conditions of purchase.
- 9.2. Delivery notes including the number of our confirmation of order have to be sent immediately after the dispatch to the fax number provided in the confirmation of order and have to be attached to the consignment note in 3 originals. In case of forwarded deliveries the delivery notes bearing the notice "Dedicated to Purchaser/Recipient" have to be handed over to the forwarder. In all dispatch documents and invoices the overall weight (gross- and net weight), at least the estimated weight, has to be stated. In case of cross-boarder deliveries from Non-EEA-member-states 3 international trade permits/accompanying invoices as clearance papers as well as movement certificates and/or certificates of origin have to be attached to the consignment.
- 9.3. We carry costs for transport insurance only if agreed explicitly and in writing.
- 9.4. Extra charges resulting from the carrying out of the order – not stipulated within the order – balance in favour of the vendor. Moreover, we refer to additionally submitted dispatch conditions concerning particular transactions and/or prescriptions or requirements by the customs authorities which are integral part of the conditions of purchase.
- 9.5. In case of breach of dispatch conditions, customs conditions and/or documentation requirements all resulting risks, damages and charges are balanced in favour of the vendor and our payment does not become due until full compliance with the conditions is reached and/or the submission of the missing documentation is made.

10. Place of Performance, Passing of Risk

- 10.1. If no delivery address is agreed upon and/or no other address is stipulated for the performance of secondary obligations, our office is the place of performance.
- 10.2. No risk is passed to us before the unconditional acceptance of delivery at the delivery address.

11. Warranty, Duties of Inspection and Reprove

- 11.1. Safe as provided otherwise, the inspection concerning the quantity and condition of the goods delivered takes place at the delivery address. If no shipping address is stipulated, the inspection is executed at the place of performance. A notice of defects by us is deemed to have been made immediately concerning:
 - 11.1.1. open defects if made within 6 weeks after acceptance;
 - 11.1.2. hidden defects if made within 6 weeks after discovery.
- 11.2. For defects the period of warranty lasts 3 years starting at the moment of acceptance.
- 11.3. If the vendor does not perform his obligations within the grace period set forth by us, we are - notwithstanding our other warranty claims - entitled to remove the defect or remedy the claim by ourselves or by a third party, all of which at the expense of the vendor.

12. Compensation

- 12.1. Our claims for damages always include consequential harm caused by defect and loss of profits.
- 12.2. Our claims for damages fall under the statute of limitations at the earliest 5 years after detailed our knowledge of the damage and the tortfeasor.

13. Retention

- 13.1. Both substantial and unessential defects entitle us to retain the full gross-amount of the invoice or at least an amount thereof covering all our claims arising from the particular transaction as well as all our other claims against the purchaser at the moment of retention.

14. Vis Major

- 14.1. Neither occurrences of vis major (including strikes, major breakdowns, power failure) nor other circumstances, which may fundamentally complicate delivery or make it impossible, entitle the purchaser to suspend the performance of the contract or to withdraw from such parts of the contract which are not yet performed at this moment of time.
- 14.2. In case of vis major or other circumstances, which may fundamentally complicate delivery or make it impossible, we are entitled to request a notice of the purchaser, whether he intends to withdraw from the contract or deliver within a newly asserted period of time. If the purchaser does not declare anything within the stipulated period of time, we are entitled to withdraw from the contract. If any delay of performance arising from vis major or other circumstances according to item 14.2 lasts for more than 3 months, we are entitled to withdraw from the contract with immediate effect.

15. Data Protection, Change of Address and Copyright

- 15.1. The seller accepts that his personal data, which we receive within the frame our business relation, will be processed and collected by us in order to perform this contract.
- 15.2. The customer will announce any change of his business address to us as long as the obligations resulting from our business relationship are not completely fulfilled by both sides and not all terms of warranty and all time dead lines for limitation of any compensation claims expired. If the customer fails to do so, all statements are considered to have been correctly delivered to the customer, if they are sent to the last address notified to us.
- 15.3. 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.

16. Applicable Law, Arbitration

- 16.1. For the interpretation of these terms and any other contractual terms as well as for the decision of any disputes in connection with these terms, Austrian law applies, excluding provisions on the conflict of laws and excluding the UN Convention on Contracts for the International Sale of Goods.
- 16.2. 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 the respective request to do so of the party, which will start the arbitration. These two arbitral judges will call the chairman. In case an agreement is not reached by the 2 arbitral judges or one of the parties does not call its judge in time, the president of the Austrian Chamber of Commerce will name and call the missing judge(s).

17. Miscellaneous

- 17.1. Should any of these terms and conditions become completely or partly ineffective or void, all other regulations of these terms and conditions and any other parts thereof remain effective and valid. The ineffective or void terms and conditions or parts thereof are deemed as replaced by such effective and valid terms and conditions which are closest to the ineffective or invalid ones as to their economic effect.
- 17.2. Any non-enforcement of our rights may not be interpreted as a waiver of such rights.