

I Conclusion of contract

1) General remarks

- a) The following terms and conditions apply exclusively unless they are expressly amended in writing. The contracting party accepts these terms and conditions as binding. Conflicting or differing conditions of purchase or trading conditions of the contracting party are hereby expressly excluded and do not form part of the contract.
- b) Additional or differing terms must be agreed upon and specified in writing.
- c) Required permits or notifications to or from the authorities as well as the obtaining of licenses are, unless otherwise agreed in writing, to be provided by the contracting party. This is particularly relevant in the case of export business, for which the contracting party is obliged to obtain and uphold the necessary export, customs and other such permits. We give no guarantee or warranty in any form as to whether the export of goods is admissible.
- d) We are entitled to commission sub-contractors to fulfill services within this contractual agreement.
- e) We are entitled to correct any obvious errors, spelling errors and miscalculations at any time.

2) Quotations

- a) Our quotes and price lists are non-binding without obligation and serve only for solicitation of an order from the contracting party. Such orders become binding upon conclusion of contract. A conclusion of contract takes place only by our written order confirmation of the order concerned placed by the contracting party.
- b) In particular, price information given by telephone is non-binding.
- c) All documents and information remain proprietary and copyright of the creator of the documents. They may not be passed on or made available to third parties without the express consent of the creator and must be returned promptly in the case of an order not being granted.
- d) Offers in foreign currencies are excluded from the obligation if the daily exchange rate to Euros changes by more than 3% from that of the day the offer was made.
- e) Should documents, quotation data or similar information in any form whatever be given to a third party, we reserve the right to claim damages.
- f) Our quotations are as a rule free of charge. Should quotations repeatedly be requested, whereby no order is granted, we are entitled to levy a handling charge.

3) Prices

- a) The prices given in the order confirmation are ex-works in Euros plus Value Added Tax without incidental expenses, providing the goods offered are ordered completely.
- b) If there are changes in essential costs after receipt of order or after conclusion of the contract, such as wages and salaries, insurances, material or transport costs, we reserve the right, after taking all the circumstances into account, to increase the price accordingly. The contracting party does not have the right of withdrawal for this reason nor to assert a discontinuation of business.

4) Orders

- a) Our order confirmations are deemed to have been fully accepted if we receive no written objection within 24 hours. Any such objections arising will be discussed with the contracting party. Should we be unable to reach a reasonable agreement, we reserve the right to waive the contract entirely.
- b) If the order of the contracting party cannot be complied with, either in content or price, we will notify the contracting party immediately and a new order can be placed with us. The contract in this case is first closed by our order confirmation.

5) Withdrawal

- a) Every subsequent change or (partial) cancellation of a contract by our contractual partner is chargeable. A fee amounting to 10% of the cancellation value or 100 Euros, whichever is greater, is incurred by the contracting party.
- b) Changes or (partial) cancellation of standard products after production has begun incur additional production costs which are to be borne by the contracting party.
- c) Changes or (partial) cancellation of non-standard products after production has begun incur additional material and production costs which are to be borne by the contracting party.
- d) Further claims against the contracting party remain unaffected.

II Delivery terms, transfer of risk

1) Delivery terms

- a) We are entitled to choose the type of shipping and means of transport. There is no obligation to choose the cheapest means of transport. We also specify the delivery date, the number of deliveries and which products will be delivered in which delivery.
- b) Agreed delivery periods are approximate and commence on the day of our order confirmation. The adherence to due dates is under the provision that all preconditions to be met by the contracting party are fulfilled on time, in particular the clarification of technical details, otherwise the period will be extended accordingly.
- c) We reserve the right, in the event of default on a payment agreed on in the contract, to withdraw without providing a grace period and to withhold outstanding deliveries without waiving the right to damage claims.
- d) In the case of unforeseeable and unindebted difficulties, for example, material procurement difficulties, disruption of operations of any type, acts of God or similar situations such as war or strikes, or any other circumstances beyond our control which cause difficulties for a delivery or make it partly or fully impossible, we reserve the right to extend the delivery period appropriately or to withdraw from the contract without liability to the contracting party for replacement or later delivery or any other compensation claims.
- e) Partial deliveries are permitted.
- f) With regard to the dispatch of goods, the contracting party is obliged to unload the goods from the transport vehicle at the delivery site. Should the carrier organize or help the unloading, the contracting party must take the goods from the unloading point himself.
- g) Collection by the contracting party must be announced one day in advance by telephone or in writing.

2) Default of delivery

- a) If an agreed delivery date is significantly exceeded, the contracting party is obliged to give a written period of grace.
- b) After this period he may withdraw from the contract should the goods not have been handed to the freight carrier for transportation by the deadline.
- c) Damage claims for non-performance or late delivery are excluded.

3) Default of acceptance

- a) If approval of deliveries is expressly or tacitly waived, then the goods are deemed as correctly delivered and taken over at point of handover to the freight carrier. With this assumption all costs and risks are passed to the contracting party. This also applies to partial deliveries.
- b) Should the contracting party change the delivery address during the handling of an order, we should be informed in writing immediately. Any extra costs incurred by a change of delivery address are to be borne by the contracting party. In the case of a lack of notification, the delivery address stated in the order applies.

4) Transfer of risk

- a) For deliveries ex-works, the risk for the purchased goods is passed to the contracting party at handover.
- b) In other cases, the risk of destruction, loss or damage of the goods is passed to the contracting party when the goods are handed over to the first freight carrier or forwarding agent or person appointed to conduct shipment. This is also the case if we have commissioned delivery at our expense or if delivery free of charge has been agreed upon.
- c) Should a delay in delivery arise due to circumstances for which the contracting party is responsible, the risk is passed to the contracting party from the time at which the goods are ready for delivery.
- d) If the dispatch of goods ready for shipment or the agreed delivery is not possible due to reasons beyond our control or the contracting party does not collect the goods as agreed, we are entitled to store the goods at our discretion at the expense and risk of the contracting party, whereby delivery is deemed as rendered. In particular we are entitled to store the goods ourselves at market prices or to store goods ready for dispatch by a third party in the name and at the cost of the contracting party.

5) Returns

- a) Acceptance of return of standard products takes place only after approval from our company and with an expense fee of 20% or at least 100 Euros.
- b) The goods returned must be in original condition.
- c) Tailor-made products cannot be returned.

III Warranty

- a) With respect to the contractual condition of the goods at the time of passage of risk, the warranty period begins at the time of passage of risk regardless of when the contracting party puts the goods into use. The warranty period is 24 months. This also applies to the delivery and performance of items which are fixed to a building or property or have otherwise been further processed. Claims pursuant to §933b Austrian Civil Code (Trader Compensation From Consumer Transactions) shall lapse at the end of the 24 month period. In compliance with the agreed terms of payment, we provide a warranty for the purchased items to be free of defects in their current condition.
- b) Obvious defects must be reported immediately. If an immediate inspection of the goods is not possible, this should be recorded on the delivery note. In such instances, obvious defects should be reported in writing within 2 working days, otherwise the goods are deemed free of defects.
- c) In all other cases defects must be reported in writing within 5 working days of receipt of goods, at the latest before handling or processing, otherwise the goods are deemed free of defects.
- d) After the expiry of these deadlines, liability for defects, for whatever reason, ends.
- e) The contracting party bears the burden of proof in the case of defects present at the time of passage of risk.
- f) If products are made by us following structural or dimensional specifications or drawings from the contracting party, our liability does not extend to the correctness and suitability of these specifications, but solely on the manufacture according to specification.
- g) Transport damage must be reported promptly by the contracting party and noted as such on shipping documents, delivery notes etc. With regard to rail shipments the contracting party should ensure the rail staff promptly make an accident report. As shipping is at the risk of the contracting party risk, it is left to their discretion to take out insurance to cover the risk of breakage and other transport damage.
- h) In the case of a complaint, the contracting party is obliged to first accept, properly unload and store the goods without this giving rise to any claims against us. The contracting party must hold the defective goods ready for our inspection.
- i) We should be allowed all measures necessary to inspect and correct defects. If the contracting party does not give us the opportunity to confirm the defect ourselves, all defects claims are null and void. The warranty is also void if the contracting party does not report the defect in due time, if the item is improperly handled by the contracting party, if changes are made by a third party, or if the defect is due to negligence on the part of the contracting party.
- j) Under the warranty, we will, at our discretion, repair the defective goods, replace the defective parts, or replace the goods. Claims for rescission or price reduction are excluded. The reimbursement of costs incurred by corrective action using a third party is also excluded.
- k) In the case of imminent danger, corrective action using a third party is possible provided we receive immediate written notification and give our written consent. Any eventual costs for Sundays, Bank Holidays, night and overtime surcharges will be invoiced.
- l) Claims for compensation by the contracting party, in particular for loss of income, transport or storage costs etc. are excluded. We are not liable for consequential damages.
- m) In the case of unjustified complaints the contracting party is obliged to reimburse all expenses and costs incurred in association with the processing and review of the respective complaint.
- n) Claims for defects do not include minor deviations from the agreed condition of the products. Product alterations due to technical improvements are to be accepted by the contracting party and do not justify claims of any kind.
- o) The warranty cannot be transferred to a third party without our written consent.
- p) The installation and maintenance instructions are an integral part of our products. These are usually supplied with the products and are also available at any time on our website. Non-compliance with the installation and maintenance instructions will invalidate the warranty and other liabilities.
- q) In the case of products we have received from other suppliers, we can only provide a warranty within the scope of the warranty we are entitled to from the respective supplier.

IV Retention of title

- a) The delivered goods remain our property until full payment of the entire price including interest and other fees. The contracting party is not entitled to sell, pledge or dispose of the goods as long as we retain title. The delivered goods must be kept in a proper condition until payment is complete.
- b) If the contracting party has the goods nonetheless and resells them, he is obliged to preserve our property against third parties. He has to inform

the third party in writing about the retention of title (extended retention of title) and to relinquish any claims incurred from such dispositions as well as from related ancillary services to us in the amount in which we have pending against him.

- c) If the contracting party has the goods nonetheless, and the delivered goods are installed in other objects before full payment, or incorporated into other objects and not separable using reasonable means, the contracting party is obliged to relinquish any claims incurred from such dispositions as well as from related ancillary services to us in the amount in which we have pending against him.
- d) The contracting party is only entitled to resell goods which are subject to retention of title and at the same time grant a deferral of purchase price under the condition that the second purchaser is notified of the assignment of security or the assignment is noted in his account books.
- e) In the event of a third party asserting claims, in particular liens and claims on our articles, or the goods are pledged or confiscated, the contracting party is obliged to immediately and demonstrably notify us and third parties in writing.
- f) In the event of assertion of retention of title, the contracting party is obliged to provide us with all information necessary at any time to enforce our proprietary right.
- g) In the event of failure to comply with the terms, the contracting party bears liability to us for all ensuing damages.

V Terms of payment

1) Payment

- a) All invoices are to be paid immediately upon receipt without deduction.
- b) When making cashless payments and direct debits the contracting party is liable for ensuring a smooth transaction by the appointed bank. All expenses incurred, in particular in the event of insufficient funds, are to be borne by the contracting party.
- c) The contracting party is not entitled to withhold payment against any counterclaims, or due to warranty claims. Counterclaims and warranty claims must be made separately, unless they have been acknowledged by us in writing or recognized by declaratory judgment.
- d) We reserve the right to invoice separately for partial deliveries within the scope of our payment terms.
- e) Payments received are credited against incurred costs and expenses, then against interest and lastly against outstanding capital.
- f) Should the contracting party change address during the handling of an order, we should be informed in writing immediately. In the case of a lack of notification, the address stated in the order is valid for accounting. In the case of a reissue of invoice, we reserve the right to charge an expense fee.
- g) The payment is first deemed effected when the amount due is credited to our account.

2) Default of payment

- a) Default of payment, breach of terms of payment or circumstances which become known after completion of contract and are likely to reduce the creditworthiness of the contracting party, entitle us to make all payments, including those not yet due, payable immediately without regard to other agreements. They also entitle us to partly or wholly withdraw from the contract or to claim compensation for failure to comply. We reserve the right in these cases to deliver against advance payment only.
- b) In the event of default of payment, the contracting party is obliged to pay default interest at the rate of the respective secondary market yield + 6% per annum plus all costs and VAT.
- c) Furthermore, the contracting party has to pay appropriate dunning and debt collection costs. If a reminder is sent by us, the contracting party is obliged to pay an amount of at least 20 Euros per reminder.

VI Terms of installation

1) General

If, in addition to delivery of the goods, we also or solely assume the installation and related services hereto, the following installation terms apply in connection to the delivery terms:

2) Installation requirements, transfer of risk

- a) The order confirmation will have already stated the scope of delivery, as well as the necessary requirements, in particular the structural requirements and necessary tools. Any preparatory work is not included in the specifications stated in the order confirmation. We reserve the right, even at this point, to increase the specifications appropriately if required and to invoice accordingly.
- b) The contracting party is responsible for ensuring that the conditions are such that we or any subcontractors are able to install the contractual goods.
- c) If these conditions – for whatever reason – are not met, we are entitled to prolong installation until the conditions are met and to invoice any damages caused by the delay.
- d) On acceptance of the installation services, the risk of destruction, loss or damage of the goods is passed to the contracting party upon completion of installation, regardless of when the acceptance of goods by the contracting party takes place.
- e) Payments received are credited against incurred costs and expenses, then against interest and lastly against outstanding capital.
- f) Should the contracting party change address during the handling of an order, we should be informed in writing immediately. In the case of a lack of notification, the address stated in the order is valid for accounting. In the case of a reissue of invoice, we reserve the right to charge an expense fee.
- g) The payment is first deemed effected when the amount due is credited to our account.

3) Acceptance

- a) Once we have given notification of completion of installation, the contracting party is obliged to approve the goods together with us within a reasonable period of time, at the longest 14 days, and to record the acceptance in a joint written acceptance report.
- b) If the contracting party does not carry out the acceptance within the deadline, it is deemed as effected on our notification of completion.
- c) The warranty period begins with the date of acceptance.

VII Other Agreements

1) Disclaimer

- a) We are only liable for damages which are caused by gross negligence or wilful misconduct to a maximum value of the respective order from which the damage occurred. Our liability for simple negligence is excluded. Compensation for consequential damages for pure financial losses, loss of profit and losses incurred from claims from third parties are likewise excluded.
- b) The contracting party is obliged to transfer this disclaimer in full to his customers and to contractually commit them to include us in the exemption of liability against third parties.

2) Applicable law, place of jurisdiction

- a) Austrian law, excluding rules and regulations governing conflict of laws and the UN Sales Convention (CSIG), is solely applicable for legal relationships to our contractual partners. Place of performance and sole court of jurisdiction is our company seat of business.
- b) In the case of any dispute, the Austrian version of the General Terms and Conditions is legally binding, any errors of translation or misunderstandings are exonerated.

3) Privacy policy

- a) The contracting party expressly agrees that his corporate data may be collected and processed by us.

4) Packing

- a) Packaging takes place in the standard manner. Packaging costs and other related services are invoiced.
- b) The removal and disposal of the packaging of packed goods is carried out by the contracting party at his own expense and in compliance with the relevant statutory regulations.