

**I. Scope**

1. Our General Terms and Conditions of Business apply exclusively to all orders placed with us, including prospective orders and also where the customer's order contains divergent conditions. Such conditions, irrespective of the point in time, at which they are received by us, are expressly excluded.
2. These Terms and Conditions of Business apply only to merchants/enterprises within the meaning of the Austrian Business Enterprise Code.

**II. Quotation / Order Confirmation**

1. Our quotations are subject to confirmation. Any documents forwarded with the quotation, such as catalogues, brochures, images, etc., contain only approximate information and descriptions. The title and the copyright in drawings, designs, models and other documents remains with us. Such documents must not be made available to third parties, must not be duplicated and must be returned to us without delay on request.
2. Contracts come into existence through our written confirmation of order, the content of which is definitive. All amendments and subsidiary agreements must be in writing.
3. Pledges, covenants, and warranties on our part or agreements, which diverge from these GTC in relation to the conclusion of the contract, are not binding on the claimant until confirmed in writing by us.
4. Technical modifications remain reserved.
5. Our duty to perform the services begins at the earliest, when the client has forwarded all the necessary data, (drawings, models, dimensions) and has created all the legal pre-requisites for performance.

**III. Scope of delivery and transfer of risk**

1. A binding delivery deadline is agreed only when we have confirmed it as such in writing. Binding delivery deadlines presuppose that the technical pre-requisites including all dimensions, etc. have been notified by the customer in full, in good time and accurately. Should it prove that this is not the case or should modified performance of the contract be agreed, we shall not be responsible for delays arising therefrom and the delivery deadline must be adjusted in a reasonable manner.
2. A binding delivery deadline is complied with, if the delivery is despatched to the customer and/or to the delivery address supplied on this date. Compliance with each delivery deadline presupposes the punctual performance by the customer of its duties under the contract, including the punctual settlement of any advance payments agreed.
3. The delivery deadline is further to be adjusted in a reasonable manner in the case of procedures in the context of industrial action, in particular strikes, and lock-outs, and also in the case of the entry of other unforeseen obstacles, which are beyond our control, provided that there is evidence that such obstacles are of material impact on the completion or delivery of the delivery item. This shall also apply, if such circumstances occur with our delivery contractors.
4. In the case of delay in delivery, which is

attributable to us, the customer may withdraw from the contract only if a reasonable subsequent period of notice of at least four weeks with express warning of withdrawal from the contract has been set. More extensive claims for compensation in damages are excluded.

5. Part deliveries are acceptable and are charged on performance.
6. Irrespective of who undertakes the transport and transport insurance, the risk passes to the customer as soon as the goods leave our premises. We undertake to conclude transport insurance at the customer's costs, if requested in writing by the customer. The customer approves every customary shipping type.
7. We do not undertake assembly work and commissioning; these are included in the scope of delivery only if expressly agreed in writing in a separate agreement.
8. There are no-sale-or-return rights for items ordered, which display no defects of any kind.

**IV. Retention of title**

1. Until payment in full of all the claims and liabilities included in the business relationship the goods delivered or otherwise handed over by us remain our property. Resale to third parties of the goods subject to the retention of title requires our consent. For the case of resale, the customer hereby assigns its claims to us and undertakes to give us all the particulars necessary to collect such claims and liabilities.
2. The goods are always processed or modified within the customer's domain for us as manufacturer, however, without obligation for us. If our (joint) ownership expires by virtue of combination, it is agreed as of today's date that the customer's (joint) ownership in the homogeneous item (invoice value) passes to us.
3. The customer may neither pledge nor assign as security goods subject to the retention of title. If the goods subject to the retention of title are seized by third parties, the customer must notify us without delay. The customer is obliged to handle the goods subject to the retention of title with care, to insure them against theft, damage, destruction and accidental destruction (in particular by fire and water) and to provide evidence of this on request.
4. Otherwise we are entitled to assert all the rights due to us in the aforesaid retention of title, including the collection of assigned claims and liabilities, as soon as the customer falls into arrears of payment.
5. The customer declares its express agreement that in order to assert our retention of title we may enter the location of the goods subject to the retention of title.

**V. Our intellectual property rights**

1. Plans, sketches, cost estimates, and other documents, which have been provided by us or arise from our input, remain our intellectual property.
2. The use of such documents outside the intended use, in particular the disclosure, reproduction, publication and making them accessible, including the copying of extracts, requires our express agreement.
3. The customer undertakes not to disclose to third parties the knowledge gained by it from the business relationship.

**VI. Prices and payment**

1. Our prices are exclusive of statutory value added tax currently in force and are ex works. Transport, loading and shipping costs, together with customs duties and insurance are borne by the merchant/enterprise customer.
2. In the case of orders, the order value of which is less than 250 euros net a lower-quantity

surcharge of 30 euros per order is charged.

3. Deliveries of replacement parts within Europe are organised by us on request. The flat-rate freight charge within the EU for an order value of up to 500 euros net is 30 euros. From an order value of 501 euros the flat-rate freight charge is 50 euros per shipment. From an order value of 1,500 euros we deliver free of charge within the EU. For deliveries outside the EU the de facto freight costs are charged.
4. In the case of orders, the performance of which exceeds a period of six months, we reserve the right to adjust the prices confirmed.
5. Once we have confirmed an order, we reserve the right, where necessary, to make a separate charge for modifications carried out at the request of the customer.
6. The payment conditions for purchasers are 30 days net from date of invoice.
7. We retain immediate advance payment of the agreed sales price for initial orders from new customers and for the case where the purchaser is insufficiently credit-worthy or there is deficient payment behaviour, or we retrospectively become aware thereof. If such a debt is not paid immediately by the purchaser, we are entitled, without giving grounds for payment in compensation, to withdraw from the contract.
8. Payment may be made only into the bank account shown on our invoice. Collection costs, exchange and bank charges shall be borne by the purchaser. Renegotiation and prolongations are not deemed to be settlement. The purchaser's duty of payment is not affected by any request for a reduction, by the backlog of other parts arising from the sales contract or by counter-claims. All rights of retention and set-off against our claim to payment are excluded.
9. We are entitled at our own discretion and are obliged on request from the customer to adjust the agreed remuneration, if modifications in scale of at least 3% with respect to (a) labour costs by virtue of statute, Commission regulations, collective agreements or works agreements or (b) other cost factors required for the performance of the service, such as material costs, incurred by reason of recommendations from the Joint Commission on Wages and Prices or through changes in the national or world markets for raw materials, or changes in relevant exchange rates, etc. are introduced. Prices are adjusted to the extent, to which the de facto manufacturing costs on the date of conclusion of the contract change as compared with those at the point in time of actually performing the services, provided that we are not in default.
10. We are entitled to charge a dunning charge, which exceeds the base lending rate, in the case of repeated debt and default of payment.
11. If the payment deadline is not observed, payment advantages already granted are forfeited (discounts, reductions, etc.) and are added to the invoice price.
12. If there is default of payment within other contractual relationships existing with us, we are entitled to cease performing our obligations arising from this contract, until settlement by the customer. In that case we are also entitled to require immediate payment of all claims and liabilities for services already performed arising from the regular business relationship with the customer.
13. The withholding of payments by reason of warranty claims or set-off against counter-claims by customers by reason of or against counter-claims not expressly acknowledged by us are excluded.

**VII. Warranty and indemnity**

1. The customer is responsible for the accuracy and completeness of any templates, the dimensions notified and other information provided to us for the performance of the contract. Errors in this respect on the part of the customer shall not substantiate claims for deficiency in our services.
2. Complaints concerning defects in our delivery and/or works services must be sent in writing, specifying the defects without delay on provision of the services; hidden defects must be notified also in writing without delay subsequent to their discovery. We cannot take verbal and/or complaints concerning defects into consideration.

3. Damage in transit must be notified and the damage specified immediately on delivery. In the case where transport was organised by us, we must receive the notification at least 5 working days from delivery. In the case where the customer has organised the transport, we recommend that the same deadline be observed and the notification be sent directly to the haulage contractor. Verbal and/or later complaints concerning damage in transit cannot be considered.
  4. Defects do not exist in the case where variation from the agreed properties and condition is only insignificant, where there is only insignificant impairment of serviceability. Defects do not exist in the case of natural wear and tear and/or damage, which occurs subsequent to the transfer of risk in consequence of unprofessional, incorrect or negligent handling, excessive wear, unsuitable operating materials, manipulations of any kind whatsoever to our product or which occurs by reason of particular external impacts, which were not assumed under the contract; the same applies to non-reproducible software errors. If any modification whatsoever or commissioning work is undertaken by the customer or by third parties, no claims for defects exist for these and for the consequences flowing therefrom.
  5. For delivery items, which we manufacture in accordance with the customer's documents (construction information, drawings, models or other specifications, etc.), the customer alone warrants that the production of these delivery items does not infringe the intellectual property rights of third parties. The customer indemnifies us and holds us harmless.
  6. We shall remedy defects in our services, which have been legitimately asserted, at our option without charge by means of rectification of the defect or replacement. It is the customer's responsibility to prove the defect.
  7. Remedying a defect alleged by the customer does not constitute any acknowledgement of the defect alleged by the customer.
  8. If the allegations of defects by the customer are not justified, the customer is obliged to reimburse to us any expenses incurred for the findings of freedom from defects or troubleshooting. The burden of proof that the defect was already in existence at the time of hand-over lies with the customer. Rectifications of defects performed at this point in time are retrospectively invoiced to the customer.
  9. The customer must cease any use or processing of the defective object of the agreement, which threatens to cause further damage or makes rectification of the original defect more difficult or prevents rectification of the original defect, provided that this is not unreasonable.
  10. If the products delivered are manufactured from information, drawings, models or other specifications of the customer, we warrant only that they are manufactured according to specification.
  11. No defect justifies the fact that the product is not completely suitable for the agreed use, if this is based on factors, which de facto deviate from the information provided to us at the point in time of the performance of the services, because the customer does not comply with its obligation to cooperate.
  12. A warranty is excluded, if the operator's technical facilities, such as machines, clamping holder, spindle, compressed air quality, etc. are not in a technically flawless and ready-to-operate condition or are not compatible with the objects delivered, provided that this fact is the cause of the defect.
  13. If a complaint is not made in good time, the goods are deemed to have been accepted.
  14. By reason of breach of contractual or pre-contractual duties, in particular by reason of impossibility, default, etc. we accept liability for financial losses only in cases of culpable intent or gross negligence.
  15. Our liability is excluded for damage due to inappropriate handling or storage, excessive stress, failure to follow operating and installation instructions, defective assembly, commissioning, servicing, maintenance by the customer or by third parties not authorised by us, or normal wear and tear, insofar as this event was the cause of the damage. Liability is also excluded for omission of necessary servicing.
  16. Claims for compensation in damages must be asserted against us within two years, failing which they will expire.
- VIII. Waste disposal**
1. The customer must ensure that the disposal of old material complies with technical and environmental regulations. If, in the absence of a remuneration agreement, we are separately commissioned therewith, the customer must make reasonable, additional payment on the scale agreed for this purpose.
- IX. Court of jurisdiction, place of performance**
1. Austrian law is the applicable law for the appraisal of all the legal relationships.
  2. The United Nations Convention on Contracts for the Sale of Goods (CISG) is excluded.
  3. The place of performance is the registered office of the company: Gewerbestrasse 15, 5261 Uttendorf.
  4. Court of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the merchants/enterprise customer is the locally competent court for our registered office, the Court in Ried im Innkreis.
  5. The customer must notify us without delay in writing of amendments to the company name, address, legal form or other relevant information.
- X. Final clauses**
1. Should any part of the contract or these General Terms and Conditions of Business be or become invalid or infeasible, the validity of the remaining provisions of the contract as a whole or of these General Terms and Conditions of Business shall not be affected thereby.
  2. Amendments and additions to these General Terms and Conditions of Business require the written form.