

**Order**

- 1.1 Insofar as no other written agreement has been made or is specified in the following conditions, the legal provisions are valid. Any conditions set by the seller or supplier (hereinafter referred to as Seller) that are at variance with the terms are non-binding for us in any event, even in the case that these are not explicitly contradicted.
- 1.2 Only those orders duly executed, issued in writing on our order forms are binding, this applies as well to additional orders and follow-up orders and to amendments to orders already issued.
- 1.3 The order is to be confirmed to us in writing within 10 days, failing which we are entitled to cancel the order.
- 1.4 Any correspondence is to indicate the complete order number as well as any reference initials and the date(s) of any previous correspondence. Queries are to be made solely to the Client Representative.

**Delivery period**

- 2.1 The specified period of delivery shall be calculated beginning with the date of the written order. Should delivery not follow within this period of time or should delivery be incomplete within this period of time, we will assert our legal rights without setting a further deadline.
- 2.2 Notice is to be given by the Seller in writing regarding any foreseeable delay in delivery immediately upon becoming aware of this delay, stating the reasons and the likely duration of the delay. In this case we may withdraw from the contract immediately upon receiving this notification without setting a further deadline and, at the expense of the Seller, shall effect a covering purchase. In cases of delays in delivery resulting from force majeure we may withdraw from the contract completely or partially or lay claim to completion at a later date, without there being any demands made by the Seller on us. Delivery dates and deadlines are only to be considered as having been fulfilled once the required documentation, (such as technical, shipping and testing documentation or safety data sheets) have been delivered in full.
- 2.3 Claims for damages incurred remain unaffected by rights exercised in acc. with 2.1 and 2.2.

**Dispatch, Customs**

- 3.1 Insofar as no other agreements have been made in the order, the following pricing terms are valid: the prices are fixed prices net, without values added tax; INCOTERMS 2000 "DDP" to a named place of destination.
- 3.2 The complete order number and the unloading point given are to be indicated in the freight documents, in the shipping documents intended for the recipient and plainly visible on the packaging. The total weight (gross and net weight) is to be indicated in all shipping documents and invoices. We shall only bear the costs of transport insurance if this has been explicitly agreed upon in writing on a case-by-case basis. Any related costs having to do with carrying out the order that are neither regulated in agreements nor in the INCOTERMS 2000 shall be charged to the Seller. The Seller is obliged to inform the Buyer of any such related costs immediately. Apart from that, the underlying shipping and packaging directives are valid separately, as are the customs regulations and requirements as an integrating component of the conditions of purchase, depending on the case.
- 3.3 Deliveries are to be sent in acc. with our instructions. Should the Seller proceed with dispatch without our explicit instructions or contrary to our shipping instructions, he is liable for any occurrences detrimental to us and our business including any loss of profit. The Seller has to notify the dispatch in writing in good time prior to arrival of the goods. Returns are to be made at Seller's risk and expense. The transfer of ownership occurs simultaneously with the anticipated transfer of risk in acc. with INCOTERMS 2000 "DDP".
- 3.4 The goods are to be appropriately packaged in customary packaging, free from defects and protected from any harmful influences whatsoever. Any marking requirements we have provided are to be heeded exactly. The Buyer reserves the right to send back any packages that cannot be disposed of easily or that are environmentally questionable at the expense of the Seller. Members of the Corporation of Potentially Recyclable Goods Austria ((ARA Altstoff Recycling Austria AG)) have to indicate their ARA license number in the order confirmation.
- 3.5 Cash on delivery packages shall only be accepted when expressly agreed upon.

**Nondisclosure, Order documents**

- 4.1 The Seller is obliged to treat all data and information made known to him in the course of our business relationship as a trade secret. This obligation extends to the Seller's staff and subcontractors as well. It is to continue on upon completion of the business relationship.
- 4.2 Drawings, models, templates, samples and similar items remain our property and may not be ceded or otherwise made accessible to unauthorized third parties. The reproduction of such items is only permitted insofar as this is necessary for carrying out the order.
- 4.3 The Seller may only promote his business contact to us after having received our prior consent.

**Payment**

- 5.1 Except when otherwise agreed, we shall only render payment after complete acceptance of the delivery or of services and after the receipt of an auditable invoice as follows: within 30 days from the later of two dates named less 3% early payment discount or within 45 days less 2% early payment discount or net after 90 days.
- 5.2 At our option, payment can be rendered in cash or at three month's acceptance. We reserve the right to extend our acceptance for another three months.
- 5.3 The Seller agrees to accept a compensation of receivables and payables of every description also including those of our affiliates.

5.4 Assignment of supplier requirements is only permissible with our express written consent.

5.5 Complaints regarding deliveries or services entitle us to withhold any payments due in full. The Buyer's obligations to notify about defects and obligations to inspect in accordance with sections §§ 377, 378 of the Austrian Business Enterprise Code ((UGB Unternehmensgesetzbuch)) are excluded. Should the delivery or service be rejected, the consequences of default (Item 2.1) are valid. An acceptance is without precedence for any rights to which the Buyer is entitled arising from services and/or guarantees.

**Guarantee**

- 6.1 The Seller guarantees sound and professional execution of deliveries and services. The delivery is to be state-of-the-art with regard to science and technology, is to conform to the intended purpose, to the highest standards of quality, to the contractual requirements given in the order form, to the applicable and practicable legal and technical standards as well as to conform to the relevant conditions of the authorities and professional associations. Except when otherwise agreed upon, the period of guarantee for defects ends 2 years after acceptance or detection of any hidden defects. For goods which customarily remain packaged until use, any defects that only become visible once the goods have been removed from the packaging are to be considered hidden defects. Regardless of our other rights, we are entitled to remedy any such defects ourselves, have them remedied by third parties or to effect a covering purchase without prior notification at the expense of the Seller, should the Seller not meet his obligations within a reasonable period of time. Notice of defects is considered to be legally refunded with
- open defects up to 3 months after the end of the term of guarantee
  - hidden defects up to 2 months after detection.
- An extra-judicial written claim by the Buyer is sufficient for keeping the term. In any case the Seller is to bear the burden of proof during the entire term of guarantee and/or defects liability period that the respective defect was not at hand at the point of delivery. The term of guarantee of any parts affected on compensation deliveries and repairs shall recommence and the defects liability period agreed upon is valid.

6.2 The Seller further guarantees that the goods may be purchased and put into circulation without violating any industrial property rights or any other rights of third parties in particular trademark rights, design protection rights, patent rights and copyrights and without violating any competition law provisions. The Seller is obliged at his own expense to ward off any relevant claims made by third parties and to reimburse the Buyer for any costs involved and to indemnify and hold the Buyer harmless in respect of legal proceedings and claims.

6.3 Upon non-conformity and deviance from any processes pre-specified by the Buyer (such as procedural specifications for testing), the Seller is obliged to inform the Buyer in advance and simultaneously name a competent person of contact responsible. The mode of notification is to be in a classic report (such as: 8D method). Any deviation from any processes pre-specified by the Buyer may only be carried out following written agreement by the Buyer.

6.4 The tort liability of the Seller is to comply with the legal provisions.

**Product liability**

- 7.1 The Seller further guarantees that the product ordered is free from defects in regard to design production, and instruction in the sense of the provisions of the product liability law. The Seller guarantees in particular that in acc. with the state-of-the-art with regard to science and technology at the time of placing the product on the market there are absolutely no defects of the product. Should the Seller subsequently become aware of any circumstances that might substantiate a product defect in the sense of the product liability law, he is thus obliged to inform the Buyer of such awareness immediately and to reimburse all costs for any return of defect products. In the case of a return of goods the Seller is obliged if necessary to refund the purchase price already paid including any costs and penalties the Buyer might have incurred. Any limitations resulting from the obligations of the product liability law or any other provision on the part of the Seller as well as any limitations of the entitled claims according to this law or any other provisions on the part of the Buyer shall not be acknowledged.
- 7.2 In the event the Buyer's claiming by third parties as a result of a defect of the delivered product, the Seller is obliged to provide any possible aid to the Buyer, to indemnify and hold him fully harmless in respect of any claims and to subrogate any redress. The Buyer shall assume that the delivered product is a product of the Seller which the Seller shall be liable for in respect of the provisions of the product liability law as producer or importer. Should the delivered product or individual subproducts subsequently turn out to have not been manufactured or imported by the Seller himself, the Seller after all is obliged to be liable against the Buyer in his role as producer or importer. The Seller refrains in this case particularly from objecting that he is liable as being only the dealer of the product.

**Place of Fulfilment, Legal Venue, Applicable Law**

- 8.1 The place of fulfilment for the delivery and the transfer of risk in case the take-over has not been rejected is the place of destination named by the Buyer.
- 8.2 Exclusive legal venue is Vienna (Inner City). However, the Buyer is also entitled to bring suit against the Seller through his general legal court.
- 8.3 The Austrian law shall be applied. The application of the United Nations Convention on Contracts for the International Sale of Goods in its last valid edition is ruled out.

9.1 In the event of individual provisions in the contract becoming ineffective, this will be without prejudice to the effectiveness of the remaining provisions. The contracting partners will be required to agree to a new provision which serves the purpose of the meanwhile invalid provision reflecting the applicable law and coming as closely as possible the commercial intention the partners associated with the invalid provision.