

Supplemental Conditions for Labour Services to the General Terms of Sale and Delivery



- 1.1 The provisions referring to the fulfilment of an order accepted by us may only be changed by the customer with our express consent in writing. In the event of the provision of labour, binding warranties in reference to the result cannot be made due to the technical circumstances.
- 2.1 On our request, the customer is to indemnify and hold us harmless from any claims arising from the fulfilment of its order in those events where by fulfilling the customer's requests with regard to certain quality and other features on the basis of the use of documentation provided to us domestic and foreign intellectual property rights of third parties, including without limitation, intellectual property rights referring to copyrights, patents, trademarks or designs, are infringed. Unless otherwise agreed, items to be processed by labour are to be delivered to us free of costs.
- 3.1 The customer bears the risk and costs of the loss or destruction, or deterioration of the input or processed material during transport to and from us.
- 4.1 Instructions given by the customer with regard to a minimum quantity of output are only valid as agreed if we provided an express declaration in writing that contains the quantity of the input material received, the minimum output quantity and any price surcharge to be agreed in these events. In principle, losses are to be expected in technical processes due to their nature so that claims for damages or price reductions for such losses are excluded.
- 5.1 With the items to be processed by labour that have been delivered to us, an order is to be enclosed that is to be submitted by the customer and confirmed by us in respect of its contents. The order is to include the complete specifications that are necessary for processing the order.
- 5.2 If these specifications are missing, incomplete or not achievable with our equipment, we are entitled to reject fulfilment of the order or, at the risk of the customer and at our discretion, effect re-processing for whose results we are not liable so that in this event claims for warranty and damages are excluded. Any changes of the specifications submitted by the customer under clause 4.1 and accepted by us are only considered if they have been mutually agreed in writing. Any costs arising from a change are entirely borne by the customer. Liability for the change and any claims for warranty and damages resulting from a change are excluded also in this event.
- 6.1 Any notice of defects is to be proved by submitting a sufficient number of pieces as evidence. We are entitled to carry out destructive tests. In the event of the re-processing of items processed by labour that was not approved by us, our warranty obligation expires.
- 6.2 For our labour services, we warrant in a way that, at our discretion, we either re-process the items processed by labour on which defects imputable to us are properly proved, for which the usability of the goods is excluded, or grant a credit note for them, the amount of which is limited by the amount of the price agreed for the individual order. If re-processing is not possible, we agree to undertake the contractually agreed work on the substitute material made available by the customer free of charge. We exclude the assumption of costs of the material and any consequential costs.
- 6.3 Any warranty is excluded if the customer did not make available material free of defects or if the processed production is not used by the customer in accordance with their terms of quality. The ordered material is not subjected to an inspection by us on receipt.
- 6.4 In the event of free-of-charge re-processing at our factory, a reasonable period is to be granted to us for carrying out the re-processing. Transportation to and from our factory is at the expense of the customer.
- 7.1 On delivery of the input material for processing, the customer grants us a pledge of the input material and of the production manufactured from it. The pledged items in our possession serve as a security of any of our claims against the customer, also from other transactions. To our pledge the provisions of the Austrian Commercial Code on statutory pledges apply correspondingly. On maturity and after a reminder had been sent, we are entitled to sell the pledged items under § 368 HGB (Austrian Commercial Code) and sec. 8 no. 14 4. EVHGB (Introductory Regulation to the Commercial Code) at any time after prior notice to the customer.