

Terms and conditions

Terms and conditions for sale and delivery valid from 01.07.2016

1. OFFER, CONCLUSION OF CONTRACT AND CONTENTS OF CONTRACT, MINIMUM ORDER VALUE

- 1.1 The following conditions apply for all present and future deliveries and performance by CONTRACTOR, even when they are not referred to explicitly. Any diverging terms and conditions for sale and delivery on the part of the client shall only apply subject to our written consent. Persons who issue orders or transport or collect goods for processing shall be considered as authorised to accept our General Terms and Conditions for the client and to indicate any respective reservations.
- 1.2 Our offers are non-binding insofar as they are not explicitly designated as binding.
- 1.3 A contract can only be concluded in a legally effective manner by written confirmation of order by us. Partial deliveries are admissible.
- 1.4 The minimum order value is EUR 100,00. Orders under this minimum value will not be accepted.
- 1.5 Our employees are not entitled to enter into arrangements that diverge from our standard terms and conditions for sale and delivery or our listed prices. Agreements in this respect require our written confirmation.
- 1.6 The information provided in catalogues, brochures, etc is non-binding and shall only become part of the contents of a contract insofar as the confirmation of order explicitly refers to it.
- 1.7 The contents of our confirmations of order must be reviewed by the recipient and require such to complain immediately of any divergence from the message that such conveyed to us, otherwise the transaction shall proceed based on the contents of the transaction as confirmed by us.

2. PRICES, COSTS

- 2.1 All prices indicated are non-binding and in Euro and exclusive of VAT unless otherwise stated. Any and all costs for transport and packaging, freight and insurance fees, customs duties, fees and levies shall be borne by the customer.
- 2.2 Prices are subject to VAT at the applicable statutory rate. Any and all customs duties, fees and levies shall be paid by the customer.
- 2.3 The prices indicated apply „ex works“ INCOTERMS 2010 and do not include the costs for transport, packaging, freight, assembly or installation etc.

3. TERMS OF PAYMENT, EXCLUSION OF COMPENSATION

- 3.1 Our invoices are due for payment immediately upon billing, free of charges and other deductions. Transfers are deemed to be payment only upon receipt of the money in our account. Bills of exchange or cheques shall only be accepted subject to written agreement, only on account of payment and exclude the possibility of a cash discount deduction. Discount interest as well as all bank fees shall be borne exclusively by the customer.

- 3.2 In case of customer default on payment, we shall be entitled to choose to seek compensation of the actual damage incurred or of the default interest at the statutory rate at our option. In business to business relations, the default interest lies 9.2% pa over the base interest rate. In case of customer default on payment, we shall also be entitled to demand compound interest from the day the goods were handed over. The customer undertakes to reimburse any costs of dunning and collection agencies incurred in the case of customer default on payment insofar as they are necessary for the appropriate legal actions. In any case these costs include a lump sum of EUR 40,00 as compensation for collection costs pursuant to § 458 of the Austrian Commercial Code [Unternehmensgesetzbuch, UGB]. This shall not affect the assertion of any further rights or claims. In case of customer default on a (partial) payment, we shall be entitled to demand immediate payment of any outstanding bills not yet due and/or to require advance payment or appropriate security for future deliveries and performance.
- 3.3 It shall not be admissible for the customer to set off any counterclaims of the customer if the counterclaim is contested or has not been recognized by declaratory judgment, likewise it shall not be admissible to exercise a retention right without legally binding title or on the basis of claims arising from other transactions.

4. DELIVERY TIME DELIVERY DELAY, IMPOSSIBILITY, DELAY IN ACCEPTANCE

- 4.1 Our service performance is compulsory only when the customer has met all customer's obligations that are necessary for the delivery, (eg receipt of the agreed down-payment). The delivery times and deadlines will be adhered to by us as far as possible. They are, unless explicitly agreed as binding, always non-binding and always represent a prospective time for the provision of goods and the handing over to the customer. The customer may only withdraw from the contract because of delay in delivery subject to the setting of a reasonable grace period – of at least 4 weeks. Such withdrawal must be made by registered letter. The right to withdraw relates solely to that part of the delivery or performance which is in default.
- 4.2 The delivery deadline has been met provided that by the expiry of the delivery deadline the goods have left our premises or in the case of direct deliveries those of our pre-supplier or the readiness for dispatch has been communicated. Any subsequent change requests or requests for additional services on the part of the customer will extend the delivery deadline appropriately. The same applies in case of unforeseen obstacles beyond our sphere of responsibility and/or that of our pre-supplier, eg force majeure, strike, lockout, delay in the supply of essential raw materials, other materials or parts.
- 4.3 Apart from intention or gross negligence, the customer shall have no claim for compensation in all cases of late delivery or non-delivery even after the grace period has expired.

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- 4.4** If a delivery is not possible as a result of delivery problems and/or price increases on the part of our pre-suppliers or the producer, we shall be entitled to withdraw from the contract without any obligation of compensation whatsoever.
- 4.5** Our liability for damage caused by default is limited to 0.5% of the value of the de-livery in default with a maximum amount of 5% of that part of the delivery which was not delivered in time.
- 4.6** Goods not accepted by the agreed delivery date shall be stored for a maximum of six weeks at the risk and expense of the customer. The storage fees shall be borne by the customer. At the same time we are entitled either to insist on performance of contract or, after setting a reasonable grace period, to withdraw from the contract and to use the goods in another manner. In the event that they are used, a contractual penalty of 70% of the invoiced amount (excluding VAT) shall be deemed to have been agreed upon.

5. DELIVERY, SHIPPING, PASSING OF RISK, INSURANCE, PACKAGING

Unless otherwise agreed in writing, the goods are delivered ex works from our premises in Dornbirn. The customer is obligated to accept our deliveries and performance. We deliver without insurance coverage. The risk passes to the customer as soon as the goods have been handed over to the carrier or to another person carrying out the shipping, in case of customer's default on acceptance the risk passes with the time of readiness to dispatch.

This also applies when the delivery is divided into partial deliveries or when we have accepted other additional performances. Unless explicitly agreed otherwise, the goods shall be deemed sold „ex works“ INCOTERMS 2010.

6. RETENTION OF TITLE, CESSION OF CLAIMS

- 6.1** We retain title to the goods delivered until full payment of the purchase price. The customer bears the full risk for the goods subject to retention of title, in particular the risk of accidental loss, loss or deterioration.
- 6.2** In the event that the goods are processed or adapted or combined with a third party's goods, our property rights shall extend to the new good. The customer is entitled to resell delivered goods within the scope of ordinary business operations. Until full payment of the purchase price, the customer cedes to us all claims and security interests accrued from such resale on account of payment. Customer is obliged to record the cession in customer's accounts. In case of customer default on payment, we are entitled to inform the repurchaser of the goods, who the customer shall identify to us, of the cession and demand payment to us.
- 6.3** Any pledge or transfer by way of security in favour of a third party with respect to goods where we retain title shall be inadmissible without our consent. Any pledge by a third party must be immediately notified to us by the customer. Acknowledgment of account balance shall not affect the retention of title, nor shall be reduced appropriately taking into account the storage time, wear and tear and other circumstances, but amount to at least 30% of the invoice value. The ordering party undertakes to inform us prior to registering any insolvency proceedings so that we can take possession of any goods that were delivered subject to our retention of title.

- 6.4** In case of default on payment we are entitled to take possession of the goods, though this does not revoke the customer's duties under the purchase contract, in particular the duty to pay. In the event that goods subject to retention of title are pledged, the customer shall inform us immediately and in detail, likewise for the purpose of reclaiming our goods in case of imminent insolvency. Charges on the goods while the retention of title applies are inadmissible. The goods delivered subject to retention of title must be duly and properly stored and insured adequately against any and all risks foreseeable in ordinary business operations.

7. NOTIFICATION OF DEFECTS, WARRANTY, COMPENSATION FOR DAMAGE, PRODUCT LIABILITY, ANCILLARY DUTIES

- 7.1** Defects shall be notified in writing without delay upon receipt of delivery and performance, at the latest within 8 days, latent defects within 3 days of discovery. The notification of defect must be adequately explained and substantiated by proof.
- 7.2** The warranty period amounts to a maximum of 12 months from acceptance of the goods. The customer shall prove the existence of defects. § 924 of the Austrian Civil Code (ABGB) and § 933b ABGB shall not be applicable.
- 7.3** Minor technical changes as well as deviations from drawings and catalogues are deemed approved in advance.
- 7.4** In case of justified notification of defect, our warranty obligations are limited to improvement, new delivery or subsequent delivery of what is missing. Several improvements and replacement deliveries are admissible. Claims for conversion and price reductions are hereby precluded. The warranty expires if the customer or a third party not authorised by us has carried out changes or maintenance of the goods.
- 7.5** In order for the warranty performance to be carried out, the customer shall deliver the goods to us and collect them from us at customer's expense and risk.
- 7.6** We shall not be liable for damage that arises through improper or unsuitable use, natural wear and tear, defective or neglectful treatment or storage.
- 7.7** No warranty, guarantee or liability whatsoever assumed in respect of sub-standard goods and discontinued stock delivered as agreed or for a reduced price.
- 7.8** If there is any promise of guarantee in the confirmation of order (which can at most be a „unechter Garantievertrag“), then this shall by no means include wear parts (eg seals etc), damage that arises through improper or unsuitable use, natural wear and tear, defective or neglectful treatment or storage. The promise of guarantee is to be understood as meaning that we take responsibility for defects (apart from the afore-listed cases) that arise within the agreed guarantee period after handover and are asserted within this period.
- 7.9** Insofar as not contrary to mandatory law and insofar as not otherwise stipulated in these conditions, we shall only be liable for damage that we caused by gross negligence or

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intentionally. This limitation of liability does not apply, however, to the compensation of personal injury. In case of indirect damage, loss of profit, loss of interest, savings not made, consequential and pecuniary damage and damage due to the claims of third parties, we are not liable. In case of gross negligence, the liability is limited to the value of the goods delivered but at the most the sum that is covered by our insurance.

- 7.10** Any liability for property damage or personal injury on the basis of the Product Liability Act (Produkthaftungsgesetz) is hereby precluded. The customer undertakes to pass on this exclusion of liability to its customers.

8. ELECTRONIC BUSINESS CORRESPONDENCE

- 8.1** Orders or other declarations by the customer constituting legal acts may be sent validly using our electronic forms and by email but must be received free-of-error by us in order to be effective. Errors in transmission – regardless of the cause – are at the risk of the customer.
- 8.2** We reserve the right to revoke without delay via appropriate means (individual message, notification on our web pages) the effectiveness of individual contractual declarations or contractual declarations made in a particular period of time, because of malfunction of our data processing plant, and to resend the declarations or request they be resent once again by a valid transmission.

9. LEGAL EFFECTIVENESS, PLACE OF PERFORMANCE, APPLICABLE LAW, LEGAL VENUE, DATA PROCESSING

- 9.1** Place of performance is Dornbirn.
- 9.2** Austrian law shall apply exclusively, also excluding the reference rules of international private law (eg the Austrian International Private Law Act, IPRG, Rome I Regulation, etc) and UN CISG.

- 9.3** It is hereby agreed that the Vienna court with subject matter jurisdiction shall have exclusive jurisdiction as legal venue.

- 9.4** Should provisions in these Standard Terms and Conditions for Sale and Delivery be legally ineffective, invalid and/or null and void or become so in the course of its term, this shall be without prejudice to the legal effectiveness and the validity of the other provisions. In such case the provision that is legally ineffective, invalid and/or null and void (or provision which becomes legally ineffective, invalid and/or null and void) shall be replaced by one which is legally effective and valid in its economic effect corresponds to the provision replaced – insofar as possible and legally admissible.

- 9.5** The data associated with our business relations (in particular name, address, telephone and fax numbers, email addresses, address for orders, delivery and bills as well as order date, products delivered or ordered or services, number of items, price, delivery schedule, payment and billing data, etc) will be saved in our IT system and further processed. The customer hereby declares agreement therewith.

Dornbirn, September 2016