

GENERAL CONDITIONS OF SALE

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1 General

1.1

All supplies and services shall be based on these conditions as well as separate contractual agreements, if any. Deviating purchasing conditions of the buyer shall not become part of the contract either by acceptance of the order or unless objections are made.

In the absence of special agreement, a contract shall enter into effect upon the seller's written acknowledgment of order.

1.2

Cost estimates, drawings and other documents shall not be reproduced or made available to third parties. The seller reserves the rights of ownership and use. The seller shall not grant third parties access to documents which the buyer designates as confidential unless the buyer gives its consent.

2 Price and Terms of Payment

2.1

Unless otherwise expressly agreed, the prices shall be ex works and inclusive of packing. The prices shall be subject to turnover tax in the statutory amount.

2.2

In the absence of special agreement, the payment shall be made, without any deduction, into the seller's account as follows:

- one third as an advance payment when the order is placed,
- one third after expiry of half the period within which delivery is to be made,
- balance upon delivery, or upon notification of readiness for dispatch if the delivery cannot be effected immediately upon completion of the goods due to reasons for which the seller is not responsible.

2.3

By law, payment arrears can entail interest on arrears of 1.5% for every completed and/or initiated month be charged without notification. In addition, amounts which are overdue are also subject to a penalty of 15%, or a minimum amount of EUR 50, as a contractual penalty for compensation as allowed by law and without notification.

2.4

The buyer shall have the right to withhold payments or set off against counter-claims only in so far as its counter-claims are uncontested or have legal force.

3 Delivery Period, Delay in Delivery

3.1

The delivery period shall be as agreed upon by the parties. The agreed delivery dates shall be met and shall be a substantial clause of the contract if expressly agreed by the parties. Compliance by the seller with the agreed delivery dates requires that all commercial and technical issues have been settled and the buyer has fulfilled all its obligations, such as obtaining the required official approvals or making an advance payment. If this is not the case, the delivery period shall be reasonably extended. This shall not apply if the seller is responsible for the delay.

3.2

If, for reasons for which the buyer is responsible, the delivery is delayed for more than two (2) months after notification of readiness for dispatch, the buyer shall bear the resulting cost. After the unsuccessful expiry of an additional period of reasonable length, the seller may, without prejudice to further claims, dispose of the goods elsewhere and effect delivery to the buyer at a reasonable later date.

3.3

The time for delivery shall be reasonably extended in the event that the delivery period is not observed due to force majeure, industrial disputes or any other contingencies beyond the seller's control. The seller shall notify the buyer as soon as possible of the beginning and end of such circumstances.

3.4

Claims due to delayed delivery shall exclusively be based on point 7 of these conditions.

4 Passing of Risk, Acceptance

4.1

The goods shall be at the buyer's risk from the time when loading at the seller's works is started, even if partial deliveries are made or if the seller has assumed ancillary obligations, such as an obligation to bear the dispatch costs or deliver and install the goods.

4.2

Partial deliveries shall be allowed to the extent that they are reasonable for the Buyer.

5 Retention of Title

5.1

The seller shall retain title to the goods supplied until all its claims against the buyer, including any outstanding

balances, arising out of the business relationship with the buyer have been settled (goods subject to retention of title).

The seller shall be entitled to insure, at the buyer's expense, the goods against theft, breakage, damage caused by fire, water and other damage, unless the buyer proves to have taken out such insurance policy. In addition, the seller shall have the right to mark the goods on the outside as being the seller's property.

5.2

If the buyer acts in contravention of the terms of the contract, particularly if it defaults in payment, the seller shall be entitled to take back the supplied goods after having requested payment. Such action, as well as seizure of the goods by the seller, shall not give reason for the seller to rescind the contract.

The buyer shall notify the seller without delay of all procedures affecting the retention of title, in particular measures of execution or actual impairments to the goods delivered subject to retention of title.

5.3

Filing an application to initiate insolvency proceedings shall entitle the seller to rescind the contract and demand the immediate return of the supplied goods

6 Warranty

Subject to the provisions in point 7, the seller shall assume a warranty obligation, to the exclusion of any further claims, for material defects and defects of title as follows:

6.1 Material Defects

6.1.1

Parts which turn out to be defective due to a circumstance which took place prior to the passing of risk shall, at the seller's discretion, be repaired or replaced with new parts by the seller free of charge. The seller shall be notified in writing within 5 workdays of the ascertainment of such defects. Replaced parts shall become the property of the seller. The presumption clause under § 924 ABGB (General Civil Code) shall be excluded.

6.1.2

For essential products by other manufacturers, the warranty shall be limited to the assignment of the warranty claims of the seller against its subsupplier(s). If the buyer is unable to enforce such assigned warranty claims despite recourse to the court and measures of execution levied upon the property of the subsupplier(s), the warranty claims against the seller shall revive.

6.1.3

The buyer shall, in coordination with the seller, grant the seller the required time and opportunity to perform all amendments, repairs and replacement deliveries deemed to be necessary; otherwise, the seller shall be relieved from liability for any resulting consequences.

6.1.4

The buyer shall, under the legal provisions, have the right to rescind the contract if the seller – taking the statutory

exceptions into account – allows the fruitless expiration of a reasonable period of time granted for repairing or replacement delivery due to a material defect. In the case of an insignificant defect, the buyer shall only be entitled to demand a reduction in the contract price.

6.1.5

The seller shall not assume any warranty obligations for defects which are attributable to measures taken or designs used at the express demand of the buyer, or if they occur in materials or products supplied by the buyer.

In particular, the seller shall not be liable for:

Inappropriate or improper use, faulty installation and/or start-up by the buyer or third parties, failure to use genuine parts and materials, natural wear and tear, incorrect or negligent handling, improper maintenance, unsuitable operating media, substitute materials, unsuitable installation conditions.

In the case of repair orders or modifications or rebuilds of old equipment and equipment by other manufacturers as well as for the delivery of second-hand parts, the seller shall not assume any warranty.

6.1.6

The seller shall not be liable for the resulting consequences if the buyer or a third party performs repair work inadequately.

The same shall apply if modifications are made to the goods delivered without the previous consent of the seller.

6.1.7

The buyer shall be obliged to return the defective part to the seller if requested by the seller.

7 Liability

7.1

Outside the scope of the Product Liability Act, the seller shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. The seller shall not be liable for damage due to acts of ordinary negligence nor for consequential damages or damages for economic losses, loss of savings or interest or damage resulting from third-party claims against buyer.

7.2

The seller shall not be liable for damages in case of non-compliance with instructions for storage, assembly, commissioning and operation.

8 Statute of Limitations

All claims of the buyer – on any legal grounds whatsoever – shall be statute-barred after six (6) months after date of delivery. The legal limitation periods shall apply to intentional or fraudulent conduct and claims under the Product Liability Law.

9 Production Makeshifts

The production makeshifts required to create models (original models, molds, tools and other aids) are only an

intermediate step for work to produce the end product. Accordingly, the customer is not entitled to demand the return of the production makeshifts.

10 Applicable Law, Place of Jurisdiction

10.1

All legal relations between the Buyer and the Seller shall exclusively be governed by the law of the Republic of Austria excluding the referral rules. Application of the UN Convention on Contracts for the International Sale of Goods is renounced.

10.2

The place of jurisdiction shall be the Provincial Court of St. Poelten competent for the headquarters of the seller.

However, the seller shall have the right to bring an action at the location of the buyer's headquarters.

11 General Provisions

11.1

Any declarations made with the intention of establishing, safeguarding or exercising rights shall be made in writing.

11.2

The buyer may not, without the seller's written consent, assign its rights under the contract to third parties.