

General Terms of Delivery and Trade

The present General Terms of Delivery have primarily been drafted for legal transactions between companies. If, in exceptional cases, they are used as a basis for legal transactions with consumers, as defined in § 1, paragraph 1, item 2 of the Consumer Protection Act, Federal Law Gazette No. 49/1979, they shall only apply to the extent that they do not conflict with the provisions of the first main section of the aforementioned law.

It is mutually agreed that the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, Federal Law Gazette

No. 1988/96, is expressly excluded.

1. Introduction

- 1.1 Unless the contracting parties have expressly agreed otherwise in writing, the present General Terms of Delivery shall apply.
- 1.2 The below provisions on the delivery of goods shall also apply mutatis mutandis to performances.
- 1.3 The Terms of Assembly of the Austrian Association for the Machine-Building and Steel Construction Industry shall additionally apply to assembly projects.

2. Making of a Contract

- 2.1 A contract shall be deemed to have been made if Seller has sent a written order confirmation upon receipt of an order and if there is no evidence that Buyer has opposed it within 3 (three) days.
- 2.2 Seller shall confirm in writing any modifications of and amendments to a contract in order to make these valid. Seller shall be bound by Buyer's conditions of purchase only if Seller has accepted them separately. Incorrect deliveries of the Seller due to misunderstandings during of oral or telephone orders have to be accepted by the Buyer. Cost estimates and elaborations of design drafts, quotations, etc. have to be paid appropriately by the Buyer if the purchase agreement is not reached. If the agreement is reached the costs of the estimates etc. are covered with the selling price if there is no other explicitly written agreement. The Seller reserves the right for modifications of the constructions due to necessary and useful purposes.
- 2.3 In the event that import and/or export licences or foreign-currency permits or similar authorizations are required for the performance of a contract, the party responsible for obtaining such documents shall make every reasonable effort in order to obtain the necessary licences or permits in due time.

3. Drawings and Documents

- 3.1 The data on weights, measures, content, prices, performances, or alike, as contained in catalogues, brochures, circular letters, advertisements, pictures and price lists, etc. shall only be definitive if the cost estimate and/or order confirmation expressly refers to them.
- 3.2 Drawings, design drafts, cost estimates and other technical documents, which may also be part of the cost estimate, as well as samples, catalogues, brochures, pictures and alike shall always remain the intellectual property of Seller. Any use, copying, reproduction, dissemination and transfer to third parties, and any publication and presentation thereof may only be effected with the express approval of the owner.

4. Packaging

- 4.1 Unless other arrangements have been agreed upon
 - a) the listed prices are without packaging;
 - b) the goods are packaged according to normal trade practice in order to avoid, under normal transport conditions, any damage to the goods on the way to their agreed destination. The goods are packaged at Buyer's expense, and the packaging material will only be taken back if so agreed by the parties.
- 4.2 The Seller ensures against additional payment to provide according to Buyer's request the appropriate transportation. All kind of transportation vehicles have to have the possibility to access the point of unloading unhindered and according to traffic safety regulations to unload the freight without loss of time. All violations against these traffic safety regulations and following all penalties and fees as well as all claims of third parties are going to the Buyer's account. Loading and unloading of the transportation vehicles are subject to the Buyer's account even if the Seller employs a specialised company; in this case the Seller acts in behalf of the Buyer.

5. Passage of Risk

- 5.1 Unless otherwise agreed, the goods shall be deemed to have been sold "ex works" (EXW) (ready for collection).
- 5.2 Furthermore, the INCOTERMS shall apply in the version valid on the date when a contract is signed.

6. Period of Delivery

- 6.1 In the absence of any other agreement, the period of delivery shall begin at the latest of the following dates:
 - a) the date of the order confirmation;
 - b) the date on which Buyer has complied with all technical, commercial and financial preconditions for which Buyer is responsible under the contract;
 - c) the date on which Seller has received a payment on account that is due prior to the delivery of the goods, and/or a payment guarantee has been issued or otherwise provided.
- 6.2 Due to afterward modifications of the contract the period of delivery is part of new negotiations.
- 6.3 Seller shall have the right to make partial or advance deliveries.
- 6.4 If a delivery is delayed on account of a circumstance on Seller's part that constitutes a reason for relief according to Article 14, a reasonable extension of the period of delivery shall be granted.
- 6.5 If Seller has caused a delay in delivery, Buyer may either demand the performance of the contract or withdraw from the contract, granting a reasonable respite.
- 6.6 If the respite according to Article 6.5 is not used, due to Seller's negligence, Buyer may withdraw from the contract by means of a written notice, regarding all undelivered goods. The same shall apply to delivered goods which, however, cannot be used appropriately without the outstanding goods. In this event, Buyer shall have the right to be refunded any payments made for the undelivered goods or for the goods that cannot be used. Moreover, in the event that the delay in delivery is due to a gross negligence on Seller's part, Buyer shall be entitled to a refund of any justified expenses that Buyer has had to incur up to the dissolution of the contract and which cannot be used for any further purpose. Buyer shall return to Seller any delivered goods and the goods that cannot be used.

- 6.7 If Buyer does not accept the goods supplied under the contract in the contractually agreed place or at the contractually agreed time, and if the delay is not due to any action or omission on Seller's part, Seller may either demand the performance of the contract or withdraw from the contract, granting a respite. When the goods have been segregated, Seller may store the goods at Buyer's cost and risk. Seller shall also be entitled to claim a refund of any justified expenses that Seller had to incur in connection with performing the contract and that are not covered by the payments received. The Buyer is obliged to pay damages including the costs for storage which are 3% of the total selling price plus VAT per starting month.
- 6.8 Any other claims of Buyer against Seller for Seller's delay than those listed in Article 6 shall be precluded.
7. Acceptance Test
- 7.1 If Buyer wishes to have an acceptance test made, such a test shall be agreed expressly in writing with Seller when entering a contract. Unless otherwise agreed, the acceptance test shall be made at the place of manufacture or at a place to be indicated by Seller respectively, during the normal working hours of Seller. In this connection, the general practice of the industry in question shall govern the acceptance test. Seller shall inform Buyer in due time of the acceptance test so that Buyer may be present during the test, or may be represented by an authorized representative respectively. If the delivery item proves to be contrary to the contract during the acceptance test, Seller shall remedy any defect immediately and produce the contractual condition of the delivery item. Buyer may ask that the test be repeated only in cases of a major defect. An acceptance record shall be drawn up following the acceptance test. If the acceptance test has demonstrated that the delivery item has been manufactured according to contract and operates properly, the two contracting parties shall confirm this at any rate. If Buyer or Buyer's authorized representative is not present during the acceptance test, in spite of having been informed thereof in due time by Seller, only Seller shall sign the acceptance record. In any event, Seller shall send Buyer a copy of the acceptance record, the correctness of which Buyer may not contest, not even in those cases where Buyer or Buyer's authorized representative was unable to sign it for lack of attending the test. Unless otherwise agreed, Seller shall bear the costs for performing the acceptance test. Buyer shall, however, bear any costs incurred by Buyer or Buyer's representative in connection with the acceptance test, such as, for example travel expenses, per diems or similar expenses.
8. Prices
- 8.1 Unless otherwise agreed, all prices shall be ex works of Seller, without packing and loading. The packing becomes property of the buyer. If the price is agreed including delivery, the price is understood without unloading and transportation to the previewed site. In absence of other agreements the price lists of the Seller are valid.
- 8.2 The prices shall be based on the costs at the time of the quotation, unless otherwise agreed. In the event that costs change during the period until delivery, these changes shall be in favour or at the expense of Buyer respectively (differences in wages, material costs, introduction and increase of taxes, duties and other public fees, freights and other secondary costs).
9. Payment
- 9.1 The payments shall be made in keeping with the agreed conditions of payment. Unless specific conditions of payment have been agreed upon, one half of the price shall be due upon receipt of the order confirmation, the other half after declaring of readiness for delivery without any reduction of any discount. Irrespective of the foregoing, the value-added tax included in the invoice shall be paid within the payment date. The acceptance of drafts has to be agreed explicitly by means of written notice. All costs arising from the drafts are to be covered by the Buyer. The due amount validates that day it credits to Seller's bank account.
- 9.2 Buyer shall not have the right to withhold payments due to warranty claims or any other counter-claims that Seller has not accepted. In any case an acceptance of the Seller is only being valid in written form.
- 9.3 If Buyer defaults on one of the agreed payments or any other performance, Seller may either insist on the performance of the contract and
- postpone compliance with Seller's own obligations until Buyer has paid the arrears in payment or provided any other performance,
 - use a reasonable extension of the period of delivery,
 - call for the payment of the full remaining purchase price,
 - charge interest on arrears, as of the due date, in the amount of at least 10% above the respective base rate of the European Central Bank (further all expenses for court and out-of-court collection proceedings either by a lawyer or an agency) unless Buyer can claim a reason for relief under Article 14 (see Directive 2000/35/EC of 29 June 2000 on combating late payment in commercial transactions), or announce the withdrawal from the contract, granting a reasonable respite.
- The Seller is allowed to demand compound interest. In all events, Buyer shall refund to Seller the dunning charges and collection costs which constitute a further damage caused by the delayed performance. In case of delayed payment the interests can be capitalized until the day of filing a suite against the Buyer, further the out-of-court collection proceedings can be added to the capital.
- 9.4 If Buyer has not made the payment due or provided any other performance within the respite according to 9.3 or Seller gets information after the assignment of the contract which decrease the creditworthiness of Buyer all outstanding debts also gained of different contracts are called for full payment with immediate effect. Regarding undelivered goods, Seller is entitled to make available to Buyer the completed parts, or the parts with incipient processing respectively, and ask for advance payment of the sales price. The right of taking back of the goods under reservation of ownership is not touched.
- 9.5 If Buyer has not made the payment due or provided any other performance within the respite according to 9.3, Buyer is obliged to grant Seller a pledge for all open debts including interest, side costs, out-of-court collection proceedings in form of either an assignment of receivable and open claims or property assets corresponding in value of due amount. Buyer shall return to Seller, upon Seller's request, any delivered goods and compensate Seller for any reduction in the value of the goods that has occurred, as well as refund to Seller all justified expenses that Seller had to incur in connection with the performance of the contract.
- 9.6 If purchase on hire is agreed the total amount will become due by missing of one single instalment. Further interests of the due amount of at least 10% p.a. according to Seller's house bank are to be paid by the Buyer.
- 9.7 Incoming payments are covering first expenses, then interest and finally capital. Seller can provide a divergent dedication within 4 (four) weeks after validation of incoming payment. Seller is legitimated to cover unsure and / or oldest invoices first even if the payments are dedicated differently.
- 9.8 In all events, any conversion to Euro will be made on the basis of the officially established exchange rates. It is mutually agreed that the conversion to the Euro neither creates a right to terminate, to withdraw from or to contest the contract, nor a claim for damages or modification of the contract.

10. Reservation of Ownership

- 10.1 Seller shall reserve the ownership in the object sold until Buyer has met all financial obligations. Seller is entitled to document Seller's ownership on the outside of the delivery item. Buyer shall comply with the required formal regulations to safeguard the reservation of ownership. In case of an attachment or any other recourse, Buyer shall be obliged to claim Seller's ownership and to inform the latter without delay.
- 10.2 If Buyer will mix and / or process the good with other goods not belonging to Seller, Seller receives ownership up to the ratio of value of the new created good during the time of processing.
- 10.3 Buyer is obliged to treat and store the goods containing reservation of ownership carefully for the Seller until goods are completely paid. Seller is allowed to enter anytime the site and working place to sign its goods.
- 10.4 Seller is only entitled to resell the reserved goods during regular business times and if he is not delayed in payments. Seller is not allowed to pledge the goods or give away for guaranteeing other obligations.
- 10.5 Due to further sales of the reserved goods in any condition (crude, prepared, mixed, etc.) raising new debts by the Buyer against third parties Buyer cede all obligations including interests and side costs with immediate effect to the Seller indifferent if the reserved goods are sold in crude, prepared, mixed, etc. condition to one or more purchasers.
- 10.6 Buyer is obliged to mark the assignment of the debts in the books. Further he is obliged to name purchaser to the Seller, grant examination of books and transfer necessary information and documents to Seller. Buyer is further obliged to inform his purchaser about the assignment. Seller is entitled to open assignment to the purchaser anytime.
- 10.7 As far as Buyer follows payment obligations against Seller he is entitled until further notice to collect the payment of the purchaser; by return he is not entitled to do so by further assignments. Buyer is obliged to transfer the amount due of the obligation of the purchaser directly to the Seller to compensate outstanding debts.
- 10.8 Buyer is obliged to inform the Seller about pledge and other obligations on the reserved goods against third parties without delay.
- 10.9 Seller is entitled to demand for fulfilment of the contract and to return the goods reserved at the same time. The credit note for the returned goods reserved is to be decreased by meanwhile happened depreciation or profit of the Seller because of possible intermediate sale and less the expenses arisen of the effectuated sale (arising of the possible sale in future) of the goods reserved.

11. Warranty

- 11.1 Subject to the below provisions, Seller shall undertake to remedy any defect affecting the fitness for use which is due to a deficiency in design, material or workmanship. Once Seller has been informed of defects in this way, Seller shall - if the defects must be remedied according to the provisions of the present article - at Seller's choice:
 - a) rework the defective goods on site or in the workshop of Seller in Taiskirchen/ Austria;
 - b) have the defective goods or the defective parts shipped back for reworking;
 - c) replace the defective parts;
 - d) replace the defective goods;
 - e) reduce the selling price.Only Seller shall have the choice to above mentioned options. Possible damages according to improper transport and loading are going to Buyer's account. During remedy works Buyer has to provide for free necessary auxiliaries.
- 11.2 The above obligation shall only apply to such defects that appear within a period of one year during, when working a one-shift operation, within 3 months, when working a multiple (more than 8 hours a day) shift operation, as of the passage of risk, or as of the completed assembly, in case of a delivery with assembly respectively. Deviations of above mentioned periods shall only apply to written agreement. Seller shall also be responsible for any defects concerning expressly requested properties (written form). The arrangements on presumption according to § 924 of the Austrian General Civil Law Code are excluded. Usual commercial modifications within dimensions, outfit and material do not entitle to object.
- 11.3 Buyer is obliged to verify immediately the delivery of Seller after arrival with most conscientiously, if necessary also by applying an expert witness. Buyer may claim the present articles only if he informs Seller in writing and without delay of any defects that have appeared by registered letter. The defective goods and parts which may not appear within this verification are to be claimed immediately after appearing by the same time with immediate interruption of operation otherwise all claims expire. In case of dispute Seller is entitled entering a plea about a lacking rebuke even he has not raised out of court.
- 11.4 Seller's obligation shall, in particular, not apply to defects that are due to inadequate installation on the part of Buyer or Buyer's representative, inadequate maintenance, inadequate repairs or modifications undertaken by other persons than Seller or Seller's representative without the written agreement of Seller, normal wear, unauthorized (set-up) operation, faulty descriptions or specifications of Buyer. Seller's warranty obligation shall only apply to defects that appear when observing the applicable operating conditions and putting the item to normal use.
- 11.5 Seller's public statements about items or attitude on any of Seller provided samples and demonstration objects are only binding if Seller confirm explicitly in offer or order confirmation. To statements of manufacturer, importer into the EEC or any other person called manufacturer Seller is not bound. Any liability for installation instruction of Seller is excluded.
- 11.6 Assertion of claims for warranty does not entitle to enter a plea for unfulfilled contract in particular also not withholding due payments. Corrections of faults do not entitle to prolong, impede or interrupt period of warranty. Claims of recourse according to § 933b of the Austrian General Civil Law Code are explicitly excluded.
- 11.7 All kind of claims of damages against Seller are excluded unless Seller's intent or gross negligence is proven. Claims of damages are subject to monetary limitations up to the amount of the invoice. Seller is not liable for consequential damages and damages of third persons, further damages not accepted by supplier or not covered within supplier's insurance. Seller shall be liable for those parts of the goods that Seller obtained from subcontractors prescribed by Buyer only to the extent of Seller's own warranty claims vis-à-vis the sub-contractor. If Seller produces items on the basis of Buyer's design data, drawings or models, Seller's liability shall not extend to the accuracy of the design but as to whether the workmanship complies with Buyer's instructions. In such cases, Buyer shall keep Seller harmless and free from any court action, in the event of an infringement of proprietary rights. When accepting repair jobs or reworking or modifying old as well as third-party goods, or when delivering second-hand goods, Seller shall not accept any warranty.
- 11.8 The purchased object provides only that level of safety that may be expected on the basis of the registration provisions, the operating instructions, Seller's rules on the handling of the purchased object - especially with regard to any possible inspections - and other instructions given.
- 11.9 Drawings, samples, static calculations, piece lists, excerpts of materials, etc. for temporary Buyer's disposal are to be checked immediately after arrival. In lack of retraction within 8 days Buyer has approved them. If such materials are offered by third parties but Seller, Seller is not liable for damages but the choice of supplier.
- 11.10 With consensual unconditional contract Buyer gives up all Sellers' pre-contractual protective regulations like warning or information duty unless the circumstances of a specific case reveal that Seller acted with intention or gross negligence. This is

explicitly also the case if placing took place according to a bidding procedure in which the required output of Seller is planned and defined by Buyer or a legitimated substitute.

- 11.11 Claims for damages without preceding request of remove of defect to Seller are excluded.
- 11.12 Claims for warranty and requirements for compensation because of personnel due to works of fulfilment of Seller but usually are not part of scope of supply of Seller are completely excluded because personnel of Seller consist just of assigned workers.
- 11.13 If fee payment of Seller is agreed in the contract Seller can apply though of § 348 of Austrian Commercial Code to juridical modification. If juridical modification is excluded ex contractu a modification is agreed that way that Seller can apply modifications which follow guidelines of juridical modification.
- 11.14 If Seller arranges for the defective goods or parts to be returned to Seller for the purpose of reworking or replacement, Buyer shall bear the costs and the risk of the transport, unless otherwise agreed. The re-shipment of the reworked or replaced goods or parts to Buyer shall be at Seller's costs and risk, unless otherwise agreed.
- 11.15 The defective goods or parts, which are replaced according to the present article, shall be at Seller's disposal.
- 11.16 Seller shall only refund any costs for remedying a defect, undertaken by Buyer himself, if Seller has agreed to this procedure in writing.
- 11.17 As of the beginning of the warranty period, Seller shall not accept any liability that extends beyond the scope defined in the present article.
- 11.18 The reversal of the burden of proof according to § 1298 of the Austrian General Civil Law Code is excluded.
- 11.19 All claims for damages due to defects in deliveries and/or performances must be filed in court within one year after the expiry of the contractually agreed warranty period if Seller does not expressly accept the defect; otherwise all claims become extinct.

12. Product Liability Law

- 12.1 Insofar Austrian Product Liability Law apply compellingly so the regulations are also part of this present contract. Buyer declares to know all published references and warnings in respect of the danger of the item. They are considered as a warning by Seller. Buyer is furthermore obliged to inform his Buyers when re-sale and ask them for the same obligation to do. Upon failure of which Seller recoup losses from Buyer anyway. Buyer give up going back to Seller according to § 12 of Austrian Product Liability Law. If error was caused by multiple causers Buyer commits himself to take up other causer before Seller. Claims for property damages are excluded. Buyer is obliged also to exclude these claims with his Buyers and to transfer this obligation also to their Buyers otherwise claims of compensation will occur. Buyer is obliged to set-up an insurance contract according to § 16 of Austrian Product Liability Law and to take up this insurance before taking up Seller.

13. Consequential Damage

- 13.1 Subject to any provisions of a different effect in the present Terms, Seller's liability vis-à-vis Buyer shall be precluded for any standstill in production, loss of profit, loss of use, loss of contract or any other economic or indirect consequential damage.

14. Reasons for Relief

- 14.1 The parties shall be released in part or in toto from the timely performance of the contract if they are prevented by events of force majeure. Events of force majeure shall solely be such events that the parties are unable to foresee and avoid and that are beyond their domain. However, strike and industrial dispute shall be considered to be events of force majeure. A Buyer affected by an event of force majeure may, however, only claim the existence of force majeure if Buyer informs Seller without delay, at the latest, though, within 5 calendar days, about the onset and anticipated end of an obstruction, by sending by registered mail a statement, confirmed by the respective government authority or chamber of commerce of the delivery country respectively, on the reason, the anticipated effects and the duration of the delay. In the event of force majeure, the parties shall make every effort to remove, or to mitigate respectively, the difficulties and the anticipated damage, as well as to keep the respectively other party continuously informed thereof; otherwise they shall be liable to pay damages to the respectively other party. Deadlines or dates that cannot be observed on account of events of force majeure shall be extended by the duration of such events of force majeure, as a maximum, or, if applicable, by a period to be determined by mutual consent. If a circumstance of force majeure prevails by more than four weeks, Buyer and Seller shall seek a solution for handling the technicalities of its effects by means of negotiations. If no solution can be reached by mutual consent, Seller may withdraw from the contract in part or in toto.

15. Data Protection

- 15.1 Seller shall have the right to store, to communicate, to process and delete person-related data of Buyer in the framework of their business relations.
- 15.2 The parties shall undertake to keep absolutely confidential vis-à-vis third parties any knowledge obtained in the course of their business relationship.

16. Place of Jurisdiction, Applicable Law, Place of Performance, Language

- 16.1 The place of jurisdiction for all disputes arising directly or indirectly from a contract shall be the relevant Austrian court Ried/Innkreis/ Austria with competences for Seller's principal place of business. Seller may, however, also resort to any other court.
- 16.2 The parties may agree that an arbitral tribunal has jurisdiction.
- 16.3 Contracts shall be subject to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, Federal Law Gazette No. 1988/96.
- 16.4 Seller's principal place of business shall be the place of performance for deliveries and payments, also in the event that the transfer is agreed to be in a different place.
- 16.5 General Terms of Delivery and Trade remain valid even if parts of them become invalid. Invalid parts will be replaced by parts which are legally bound and meeting best possible former invalid part. This regulation is also valid in case of contradicting compelling Austrian Consumer Protection Law.
- 16.6 Buyer declares that according to benefit of a positive price development also possible modifications of legal situation to General Terms of Delivery and Trade have no disadvantageous effects.
- 16.7 Supplementing these General Terms of Delivery and Trade EN-standards, derived Ö-standards respectively DIN-standards apply. For installation and set-up works apply the General Conditions for the Supply and Erection of Mechanical, Electrical and Electronic Products of the Association of the Austrian Machinery and Metalware Industries and for transport apply INCOTERMS in the version valid on the date when a contract is signed.
- 16.8 In the event of disputes arising from the present certified translation of the contract, the German text shall prevail.