

## **General Terms and Conditions of Sale and Delivery**

### **I. General**

1. The following Terms and Conditions of Sale and Delivery apply to all business transactions between the buyer and our company. Any purchase terms of the buyer shall cease to be effective upon our order acknowledgement unless these terms have been accepted by us in writing.
2. Contract performance will be subject to Austrian law.
3. The ORGALIME GENERAL CONDITIONS FOR THE SUPPLY OF MECHANICAL, ELECTRICAL and ELECTRONIC PRODUCTS, S2000, as amended from time to time, apply correspondingly to export transactions, unless they are inconsistent with our Terms and Conditions of Sale and Delivery or any other written agreement with the buyer.

### **II. Prices**

1. Our prices are quoted ex works, do not include packing and are valid only for the quantity quoted, unless otherwise stated in our quotations or order acknowledgements.
2. Any subsequent changes in the drawings or the order entitle us to charge any additional costs incurred as a result.
3. Agreed prices can be changed in the case of:
  - a) considerable unforeseen changes in costs,
  - b) changes in costs due to measures taken by public authorities.

### **III. Payment**

1. Except as agreed otherwise in writing, payments are generally "payable within 30 days from the date of invoice, net cash, without discount".
2. In case of default in payment we will charge default interest at the current bank rate, plus credit charges.
3. We are entitled to demand adequate securities and guarantees for outstanding payments or withdraw from the supply contract in the case of doubtful accounts at any time.
4. We retain all rights of ownership to the goods delivered until full payment of the purchase price, any additional charges and any default interest has been received.
5. Any attachment orders must be reported to us immediately. We are entitled to be reimbursed for any costs incurred in asserting our rights of ownership.
6. The withholding of payments on the grounds of alleged warranty or other claims is not permissible.

#### **IV. Acceptance and delivery, packaging**

1. Upon acceptance of the goods the buyer shall be deemed to acknowledge that the contract has been performed in accordance with the specifications. If the buyer is not able or willing to effect acceptance in due time after notification of readiness for acceptance, the goods will be placed ready for delivery following completion of in-shop testing.
2. If the goods cannot be delivered after notification of the readiness for delivery, either upon request of the buyer or due to lack of shipping instructions from the buyer, the goods will be stored at our works or in a warehouse for the account and at the risk of the buyer.
3. Except as otherwise agreed in writing or implied by custom and practice, we shall meet our delivery commitments according to the INCOTERMS 2000 standardised by the International Chamber of Commerce (as amended from time to time); this means, for example, that we reserve the right to choose the shipping route and means of transport if we pay the freight.
4. The goods will be packed at our discretion. Agreed rebates are applicable only to open or closed transport crates (with the exception of postal crates) that are returned carriage paid to our Frauental works.

#### **V. Delivery times**

1. The delivery dates stated in our order acknowledgements generally refer to dispatch ex works.
2. Compliance with agreed delivery dates is subject to unforeseeable delays and cases of force majeure and subject to any delays caused by circumstances beyond our control. Any such delays release us from our delivery obligation in whole or in part and do not give rise to claims for damages.

#### **VI. Notice of defects and warranties**

1. We are liable for the quality of the materials and for proper workmanship unless special warranty obligations apply. Defective pieces will be replaced if the notice of defect is filed within 14 days of receipt of the goods together with the packing slip.
2. The warranty becomes invalid immediately if the customer/consignee or a third party effects modifications or repairs to the goods supplied by us without our prior written approval.
3. The relevant ÖNORM or IEC standards apply to any technical inspections and to compliance with tolerances, subject to any special agreements.
4. Information about the weight of the goods as well as the dimensions and weight of the packaging is not binding.

5. Our obligations in terms of quality and workmanship for parts of our goods provided by outside suppliers do not extend our suppliers' obligations towards us.
6. We reserve the right to deliver up to 10% (delivery tolerance) above or below the quantity ordered. Such deviations in delivery quantities do not constitute a cause for complaint.

#### **VII. Industrial property rights**

We assume that the buyer has satisfied himself that the goods ordered from us do not violate the industrial property rights of third parties. The buyer shall indemnify us for any claims arising from any violation of industrial property rights of third parties during the performance of the contract.

#### **VIII. Tools etc.**

1. Tools, moulds etc. required for performance of the contract pass into our ownership, even if they were produced at the customer's expense. The customer is not entitled to demand that they be handed over to him. These tools etc. must be stored for three years from the date of order acknowledgement.
2. The buyer shall bear all repair and maintenance costs for all tools etc. provided by him.

#### **IX. Place of performance and venue**

1. The place of performance is our manufacturing plant located in A-8523 Frauental a.d.Lassnitz (Western Styria), Austria.
2. All disputes arising from this business transaction shall be subject to the jurisdiction of the courts of Vienna.