

GENERAL CONDITIONS FOR PURCHASING

I. Relevant Conditions

The legal relationship between the supplier and the purchaser is based on these conditions and other possible written agreements. Changes and amendments shall be in written form. Digressive conditions on the part of the supplier which we do not expressly recognise do not bind us, even if we do not expressly disagree. These general conditions for purchasing are valid for all future orders.

II. Order

Only written orders are valid. Verbal agreements shall be confirmed in written form before becoming valid.

The supplier shall confirm the order on request by the purchaser in written form. The confirmation shall contain all details of the order. Digressions in the order confirmation from the order shall not be considered approved until confirmed in written form.

Should the supplier not accept the order within two weeks of receipt, the purchaser is entitled to retract the order.

The purchaser shall be able to request changes to the item ordered with regard to construction and execution within the boundaries of reasonability. In such cases, the effects, especially with regard to the additional or reduced costs as well as the delivery date, shall be taken into consideration.

III. Delivery Period

The delivery period begins on the order date. The receipt of the goods by the purchaser or the arrival of the goods at a delivery address named by the purchaser is relevant for adherence to the delivery period.

As soon as the supplier determines that the delivery period or the delivery date agreed upon cannot be complied with, they shall immediately inform the purchaser, stating the reasons and the tentative period of delay.

Non-compliance with the delivery period or delivery date, even in the case of no fault on the part of the supplier, shall entitle the purchaser to cancel the contract without setting an additional respite. The purchaser shall be entitled to keep partial deliveries and cancel the remainder of the order.

Moreover, the legal requirements are valid for claims made by the purchaser in the case of non-compliance with delivery periods or dates.

IV. Prices

The prices agreed upon shall be free delivery to the delivery address named by the purchaser including packaging, corrosion protection and freight. An alternative arrangement is possible, but shall require a written confirmation by the purchaser.

Should the price agreed upon be ex works or ex warehouse as an exception, the purchaser shall only accept the most inexpensive freight costs available. All other costs incurred before the delivery to the freight service, including loading and carriage costs, shall be borne by the supplier.

V. Payment

Payment shall be made according to the conditions agreed upon at the time of the order. In case of an earlier delivery than agreed upon, the due date shall be calculated using the planned delivery date. By no means shall the payment be due before receipt of an attestation or invoice.

Payment methods shall be made by: bank transfer and / or cheque and / or bank draft. Payment shall occur under reserve of possible flaws.

Payment shall mean neither the recognition of the correctness of the delivery nor a waiver of the purchaser's rights. In the case of counterclaims, the purchaser shall be entitled to compensation. The purchaser shall moreover be entitled to partially or wholly withhold payments resulting from the entire business activities with the supplier until the flaws are remedied or other claims are satisfied. Payment shall mean neither the recognition of fulfilment nor the waiver of warranty rights.

VI. Shipping and Packaging

The deliveries shall be sent according to the purchaser's instructions at the supplier's cost and risk. The passing on of risk to the purchaser shall not occur until the orderly receipt of the goods at the delivery address by the purchaser.

The supplier shall send the purchaser a despatch advice for every individual shipment and separately from the goods and invoice upon readiness for despatch. The despatch advice shall include the following details:

- complete order number
- goods declaration
- weight of shipment.

The delivery address details in the order shall be adopted completely unless otherwise agreed upon.

Should the delivery period or dates not be agreed upon, a release order by the purchaser shall occur immediately after receipt of the despatch advice. The purchaser shall not be obliged to accept early or late deliveries.

The goods shall be packaged as customary in the trade and protected from corrosion.

VII. Force Majeure

In the case of force majeure and other unforeseen, extraordinary and through no fault of the supplier, e.g. material procurement difficulties, disruption of operations, strikes, lock-outs, transport difficulties, interventions by the authorities, energy supply difficulties, etc., the purchaser shall be entitled to cancel the contract without placing any additional respite.

VIII. Warranty

The warranty period for faults in the delivery, including the lack of features agreed upon, shall last two years after the acceptance of the delivery by the purchaser unless there is a different agreement in written form for an individual case. The purchaser shall be entitled to remedy faults and damages at their cost in urgent cases or if the supplier cannot punctually fulfil their obligations without this affecting the purchaser's other rights resulting from the supplier's warranty obligation.

The supplier also accepts the warranty obligation for goods and elements which they deliver, but do not produce themselves.

If the purchaser cannot be expected to accept the repair or exchange of the faulty delivery by the supplier because of cogent reasons connected to the person of the supplier or if the remedy or exchange is connected with serious inconvenience, the purchaser shall have the right to immediately cancel the contract.

Covert faults shall be able to be claimed up to three years after the acceptance of the delivery by the purchaser. Faults discovered upon unpacking in goods which are commonly left in their packaging until use shall be considered covert.

The supplier shall waive objections to late notices of defects. The warranty period shall begin again in the case of compensation deliveries and repairs.

Additional costs incurred from possible covering purchases shall be charged to the supplier.

Inasmuch as the purchaser re-sells the supplier's goods, the supplier shall be obliged to compensate the purchaser for all warranty claims made by the purchaser's customer as far as these claims do not exceed the extent of the purchaser's lawful warranty with their customer. This shall also be valid even if the purchaser's warranty period vis-à-vis the supplier has expired.

IX. Product Liability

The supplier shall be incumbent upon compensating the purchaser for any warranty claims or product liability claims which are made against the purchaser in connection with the goods.

X. Industrial Property Rights

The supplier shall be liable for claims based on infringements on property rights and complaints which occur during the contractual use of the items delivered.

The supplier shall release the purchaser and their customer from all claims based on the use of such property rights.

This shall not be valid as far as the supplier has produced the delivery items according to the plans or any other similar descriptions or details provided by the purchaser and does not know or does not need to know that property rights have been infringed upon in connection with the products developed by them:

The contract partners shall oblige themselves to immediately inform one another of infringements risks and cases of infringement encountered and to give one another the opportunity to amicably counter such claims.

The supplier shall inform the purchaser of the use of published and unpublished proprietary and licensed property rights and complaints with regard to the delivery items.

XI. Nondisclosure

Plans or any other similar descriptions or details provided to the supplier or fully paid by the purchaser shall be property of the purchaser and may only be used for deliveries to third parties upon prior written consent by the purchaser.

The purchaser's plans or any other similar descriptions or details may not be left or in any other way be made available to unauthorised third parties. The reproduction shall only be permitted within the framework of the operational requirements and in line with copyrights.

XII. Place of Fulfilment, Jurisdiction, Validity

The place of fulfilment and jurisdiction is Wiener Neustadt for all claims and legal conflicts, including document, cheque and draft lawsuits, resulting from the contractual relationship.

It shall be stipulated that the legislation of the Republic of Austria is applicable. The application of the UNCITRAL Convention on the International Sale of Goods from 1980 is not permitted.

Should one or more clauses in these general conditions for purchasing be invalid, the validity of the remainder of the clauses shall remain intact.