

## GENERAL TERMS AND CONDITIONS FOR SUPPLIES AND SERVICES

### I. SCOPE

We supply goods and services exclusively pursuant to the following General Terms and Conditions. Conflicting terms and conditions of the customer or terms and conditions differing from our terms and conditions shall not be binding on us, even if we have failed to object to them or if we have supplied goods or services without reservation. These General Terms and Conditions are designed for contracts between businesses. If they were exceptionally to be applied to transactions with consumers, they shall apply only to the extent that they are not contrary to the provisions of the Austrian Consumer Protection Act (Konsumentenschutzgesetz).

### II. CONCLUSION OF CONTRACT

1. After the customer has entered into direct contact with us, we will make an individual offer to the respective customer, which shall be valid for 14 days. A contract shall come into force only upon acceptance of this offer by the customer. The acceptance of the offer is hereinafter also referred to as „the Order“.

2. Our price lists and sales documents are subject to change and not binding. The dispatch or publication of catalogues, brochures or price lists does not commit us to perform delivery.

3. Figures, drawings, brochures, dimensional details and weight indications, colour indications and other specifications in brochures or on the Internet are only approximations and are not to be considered as assurance of a certain quality, unless they have expressly been made binding in writing. Design changes, product improvements and deviations in structure and colour from figures in the brochure or on the Internet shall remain reserved.

### III. WITHDRAWAL FROM CONTRACT

1. The customer shall be entitled to withdraw from the contract within 7 days of delivery of the goods, Saturdays not counting as working days. The customer shall be furthermore entitled to withdraw from the contract subject to the conditions laid down in clause IV.1, last sentence. The customer shall, however, not be entitled to withdraw from the contract if our goods have been manufactured or adapted, as a whole or in part, according to the wishes of the customer.

2. We shall be entitled to withdraw from the contract if: the delivery or service is prevented by Force Majeure or is impossible from a point of fact or law, production of the purchased goods has ceased, the customer violates the terms of the contract (these General Terms and Conditions forming part of the contract), an error has occurred or our offer contains a mistake, or if the customer's credit is or has become unsatisfactory.

3. In the case of a justified withdrawal from the contract, the customer will be reimbursed for all payments made in terms of the respective order. In the case of a withdrawal from the contract declared or brought about by the customer, however, the customer shall be reimbursed for such payments only after deduction of any costs and expenses already incurred by us.

4. In the case of a withdrawal from the contract after dispatch of the goods to the customer, the customer shall return the undamaged goods in their original packaging to us, at his own cost and risk. The customer shall take out transport insurance for the deliveries at his own cost. If the goods are damaged or if they show signs of use, we shall be entitled to retain the purchase price or to claim adequate remuneration for the delivered goods if they have not been paid by then.

### IV. DELIVERY

1. The delivery and performance dates indicated in the offer are not binding. The customer may request us in writing, three weeks after the expiry of a non-binding delivery or performance date, to perform delivery within a period of at least four weeks, indicating that he will refuse acceptance upon expiry of this additional period for delivery or performance. This shall, however, only apply under the condition that the goods have not been dispatched upon expiry of that period. If the additional period for delivery or performance expires to no avail, the customer shall be entitled to withdraw from the contract by written declaration.

2. The indicated delivery or performance dates shall be extended in the case of strikes, lockouts, business interruptions, delays in delivery by upstream suppliers or sub-contractors, Force Majeure and other impediments not attributable to us, by the period of non-performance caused by these circumstances.

3. Partial deliveries or services shall be admissible. The same shall apply where a product consists of several components and individual components can be delivered by us only at a later stage due to production bottlenecks, delays by sub-contractors or other reasons.

4. The risk of accidental destruction and accidental deterioration of the goods shall pass to the customer upon the handing over of the goods to the shipper or carrier, not later however than with their leaving our office. If the goods are picked up by the customer, the risk shall pass to the customer with the handing over of the goods.

5. The customer shall bear the cost and risks of transport/dispatch of the goods. In the absence of any agreement to the contrary, the type of transport/dispatch shall be determined by us. Likewise, we shall determine the appropriate type of packaging. However, the customer shall dispose of the packaging of the goods at his own cost.

6. We undertake to insure the transport/dispatch of the goods at the customer's expense. The customer shall examine the goods upon receipt and immediately notify the carrier or shipper in writing of any transport or shipment damage upon delivery and record them on the delivery note/acknowledgment of receipt. The customer is made aware that otherwise no compensation for the transport/dispatch damage also vis-à-vis the insurer and/or the carrier may be claimed. Any transport damage shall be reported to us in writing without delay, irrespective of the absence of our liability therefore. The customer shall also give a detailed description of any such damage.

7. If the goods are ready for dispatch and if the dispatch or the acceptance of the goods is delayed due to reasons attributable to the customer, the risk of accidental destruction and accidental deterioration of the goods shall pass to the customer upon receipt of the notice of readiness for dispatch. In this case, we shall be entitled to store the goods at the customer's expense with a warehouse keeper four weeks after notice of readiness for dispatch; if the goods are stored on our premises, we shall be entitled to charge the usual storage costs and to invoice the goods to the customer as if delivered.

### V. TERMS OF PAYMENT

1. Goods are delivered following advance payment of the purchase price, unless C.O.D. delivery or delivery against invoice has been separately agreed upon. In the absence of any agreement to the contrary, the customer shall remit the agreed invoice amount to us within 7 days after the order has been placed. Until receipt of the required invoice amount, the order will not be processed.

2. If delivery against invoice has been agreed upon, the invoice amount shall become due for payment within ten days of invoice date without discount. We shall be entitled to rescind the contract after having demanded payment and granted an additional period for performance and warned the customer of our intention to rescind the contract. We shall be furthermore entitled to immediately demand payment of all amounts outstanding if terms of payment are not adhered to or if we become aware of other circumstances which call into question the customer's creditworthiness.

3. If payment dates are not complied with, we shall be entitled to demand payment of default interest in the amount of at least 5% above the applicable base rate of the Austrian National Bank. We reserve the right to claim compensation for further default damages.

4. In the case of late payment by the Customer, we shall be entitled to invoice to the customer all costs necessary for bringing appropriate legal action. These are, in particular, but not limited to, the costs of any debt factoring agency as well as the costs of any lawyer calculated pursuant to the Austrian Lawyers' Fees Act (Rechtsanwaltstarifgesetz).

5. In the case of default by the customer, all payments of the customer will be credited first to the costs and interest and subsequently to the capital, irrespective of any appropriation of the payment by the customer.

6. Rights to refuse performance or rights of retention may only be asserted by the customer if they are based on the same contractual relationship and if the underlying counter-claims are undisputed or established by the courts as legally binding. The customer shall only be entitled to rights of set-off if his counter-claims have been legally established or recognised by us.

### VI. RETENTION OF TITLE

1. The provisions of clause VI shall apply, unless the goods have been delivered after the total invoice amount has been paid in advance:

2. Delivered goods shall remain our property until payment of the entire invoice amount.

3. Goods subject to retention of title shall be stored by the customer separately from other physical stocks and insured adequately against loss and damage, at the customer's expense. The customer shall provide evidence that he has taken out such insurance, upon request.

4. We shall be entitled to demand surrender of the reserved goods at any time if the customer is in default of payment, resells the reserved goods without having been authorised by us to do so or culpably violates other contractual obligations. In taking back the reserved goods, we do not rescind the contract. No right of retention is admissible against the claim for restitution.

5. The customer shall inform us without delay about any acts taken by third parties in respect of the reserved goods, in particular about enforcement measures or other confiscation measures as well as about any damage to the reserved goods.

6. If the reserved goods are processed, we shall become co-owner of the new product on the basis of the value of the reserved goods in proportion to the other processed goods or in proportion to the value of the processing.

### VII. COPYRIGHT

No right of use or exploitation to the design of the goods is granted with the purchase of the goods. The customer is explicitly prohibited to reverse engineer the object of purchase or to manufacture a product on the basis of this design.

### VIII. WARRANTY

1. The customer shall check whether all deliveries and services performed are free from defects and whether

properties guaranteed by us have been complied with, immediately upon their handing or taking over. The guarantee of certain properties requires, in any case, a written declaration or confirmation by us. Designs, colours and descriptive information in catalogues, brochures, operating instructions and on the Internet are not to be considered as guaranteed properties. In this respect, explicit reference is made to clause II.3 of these General Terms and Conditions.

2. We shall be notified of identifiable errors or deficiencies and be provided with a detailed description stating the reasons for their occurrence within one week of delivery or taking-over. The notification period shall also apply if an error can be detected only at a later stage. In this case, it shall run from the time when the customer becomes aware of the error. If the notification period is not complied with, the goods shall be deemed accepted.

3. If the notification contemplated in the preceding paragraph is made in due time, we may, at our choice, either demand repair or replacement. If this does not lead to contractual performance within a reasonable period of at least four weeks, the customer may, at his choice, either demand a reduction in the agreed remuneration (price reduction) or cancel (rescind) the contract. Further warranty claims shall be excluded. In the case of rescission of the contract, the delivered goods shall be returned to us unchanged in their original packaging.

4. Warranty claims become statute-barred pursuant to the statutory provisions.

### IX. DAMAGES / LIABILITY

1. Claims for damages due to direct damage of any kind, in particular however due to default, delay of performance, violation of contractual or statutory primary or secondary obligations and non-contractual liability shall arise, without prejudice to mandatory legal provisions, only to the extent that such damage has been caused by us or our agents by gross negligence or intentionally.

2. Compensation for indirect damage and/or consequential damage, lost savings and lost interest or damage incurred by third parties resulting from claims against the customer shall be excluded to the extent permitted by law.

3. Our liability shall be limited to damage incurred by the customer that is foreseeable at the time when the contract is concluded, unless the damage is due to the absence of a property guaranteed by us, the purpose of which was to protect the customer against the occurrence of the damage in question, which must be recognisable to us, or due to gross negligence or intent.

4. Furthermore, we shall not be liable for any damage due to non-observance of the installation instructions for the respective article of sale supplied by us nor for damage due to inappropriate or improper use, storage or installation by the customer or third parties.

5. Any liability for product defects under the Austrian Product Liability Act (Produkthaftungsgesetz) shall be excluded with regard to property damage incurred by an entrepreneur.

6. The limitation period on claims for damages of the customer, other than claims based on non-contractual liability, shall be two years, unless a shorter period is provided for by law or contract in the individual case.

### X. JURISDICTION, PLACE OF PERFORMANCE, APPLICABLE LAW, GENERAL

1. All disputes arising from or in connection with the contractual relationship shall be settled exclusively by the court having subject-matter jurisdiction for Vienna. However, we reserve the right to assert our claims also before the court having general jurisdiction of the customer.

2. Vienna shall be the exclusive place of performance for all obligations of the customer and us.

3. Any justified return of goods shall be made exclusively in the original packaging and exclusively to our respective business address. The customer shall provide for adequate insurance cover for the return transport of the goods. The risk of such return transport shall be borne by the customer.

4. All communications by the customer shall be made in writing. Communications of the customer, which have to be made within a time limit, shall be exclusively made by registered letter. In addition, written communications shall only be deemed received if we have expressly and individually, and not in an automated way, acknowledged their receipt and stated the name of the recipient.

5. All agreements with the customer require written form. This shall also apply to any waiver of this formal requirement.

6. The contractual relationship shall be exclusively governed by Austrian substantive law without regard to the UN-Convention on Contracts for the International Sale of Goods. Conflict of law rules shall not apply.

7. Should a provision or several provisions of this contract or these terms and conditions be invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The Parties agree to replace any invalid or unenforceable provision by a valid and enforceable provision which comes as close as possible, to the extent permitted by law, to the economic purpose of the invalid or unenforceable provision. This provision shall apply accordingly in the case of a loophole in these General Terms and Conditions or in the contract concluded with the customer or in the event that individual provisions thereof turn out to be unenforceable.