

## I. Conclusion of Contract

**1.** The following terms and conditions shall apply to all types of contracts, deliveries and other services and also, if not separately agreed upon, to all future business relations. Deviating conditions, contradictory purchasing conditions and counter-confirmations of the buyer shall not be recognized even if we do not explicitly contradict them upon receipt, unless they have been agreed upon with the buyer by signature. These terms and conditions of delivery and payment shall be deemed accepted at the latest upon acceptance of our goods. **2.** Our offers are subject to change. Agreements, in particular verbal subsidiary agreements and assurances by our sales representatives and sales employees, shall only become binding upon our written confirmation. Our samples, specimens and information on the composition and properties of our products are based on our experience and expertise, but do not constitute a guarantee of properties. Information on composition and quality as well as other descriptions of weight, dimensions and performance shall only be binding if their exact observance has been explicitly agreed. **3.** We reserve the right to cancel orders and/or parts of orders for manufacturing reasons. Cancellations of this kind must be made within 3 months of the order being placed at the latest and do not entitle the buyer to assert claims for compensation of any kind whatsoever. Point I./2. does not apply to consumer transactions.

## II. Prices / Freight Costs

**1.** All prices are generally ex warehouse, freight costs will be invoiced accordingly. Agreements to the contrary are possible, but must be explicitly made in writing. **2.** Unless fixed prices have been explicitly agreed with the buyer in writing, our list prices valid on the day of delivery shall apply. Unless otherwise agreed in writing, our prices are net prices without deduction and without value added tax. Duties and other costs of third parties shall be borne by the buyer if they are included in the agreed price and increase after conclusion of the contract or if they are newly incurred, unless we are responsible for their occurrence. **3.** Partial deliveries are permissible. **4.** If, due to the fault of the buyer, acceptance does not take place on time, we shall have the right, at our discretion, after setting a grace period of ten days, either to issue an invoice for arrears or to withdraw from the contract and/or to claim damages.

## III. Payment / Settlement

**1.** The invoice is issued on the day of delivery or provision of the goods. Invoices are due immediately and payable within ten days of the invoice date without postage or charges and without deduction. **2.** Payment shall be made in cash, by check or by bank or giro transfer. All payments shall always be credited first to interest and costs and second to our oldest claim, without regard to other dispositions of the payer. We reserve the right to deviating offsets. If older invoices not entitled to a cash discount are still outstanding, a cash discount deduction shall not be permissible. **3.** In the event of default in payment, the statutory default interest pursuant to § 456 UGB (Austrian Company Code) shall be charged for corporate transactions. In the event of late payment, we reserve the right to assign the claims against the buyer to factoring companies, to sell them or to hand them over for collection. The associated costs, such as in particular reminder and collection fees, shall be borne by the buyer. This does not apply to transactions with consumers. **4.** If the terms of payment are not complied with or if we become aware of circumstances which, according to our due commercial discretion, are suitable to reduce the creditworthiness of the buyer, all claims shall become due immediately. We shall then be entitled to carry out outstanding deliveries only against advance payment and, after setting a deadline, to withdraw from the contract or to assert claims for damages due to non-performance. **5.** We shall be entitled to set off all claims to which we are entitled against the buyer against all claims to which the buyer is entitled against us – irrespective of the legal grounds. The buyer is entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, only if we have given our explicit written consent or if the counterclaims have been legally established. In the event of contravention, we shall charge a handling fee appropriate to the case.

## IV. Retention of Title

**1.** Our deliveries shall be made exclusively subject to retention of title. Ownership shall not pass to the buyer until he has settled all his liabilities (including balances) to us – irrespective of the legal basis for the liabilities. We shall be obliged to release our securities (which shall be specifically at our discretion) insofar as their value exceeds our claims by more than 20 %. **2.** The buyer may resell the delivered goods in the regular course of business only if his customer has not excluded the assignment of the claim from the resale. The buyer is not permitted to transfer ownership by way of security or to pledge the goods subject to retention of title. The buyer shall notify us without delay of any impending or completed seizures or any other impairment of our rights, in particular of the existence of global assignments. In the event of seizure, a copy of the pledge record shall be sent to us. If the buyer sells the goods delivered by us alone – regardless of their condition – he hereby assigns to us all claims against his buyers arising from the sale, together with all ancillary rights including profit margin, until all our claims have been settled in full. If the sale of items to which third party rights exist and/or in connection with the provision of services by third parties, the advance assignment shall be limited to the amount of the invoice value invoiced by us to the buyer for the reserved goods. The buyer is authorized to collect the claims assigned to us with this advance assignment on our behalf, but for his own account and at his own risk, but only as long as he fulfills his obligations to us in accordance with the contract. This authorization may be revoked by us at any time. At our request, the buyer shall be obliged to notify the third party debtors of the assignment and to provide us with the information and documents required to assert our rights. **3.** The taking back or seizure of the goods subject to retention of title shall not constitute a withdrawal from the contract.

## V. Execution of Delivery, Delivery Periods and Dates

**1.** All delivery times are always to be regarded as approximate. Our deliveries are subject to complete and correct self-delivery, unless the non-delivery or delay is our fault. If we are not supplied or only partially supplied by our suppliers, we shall be released from our delivery obligation in whole or in part. In this case, claims for damages by the purchaser are excluded. **2.** Delivery periods shall commence on the date of the order, but not before complete clarification of all details of the order and the provision of any necessary certificates. Delivery periods and dates always refer to the time of delivery from our warehouse. The delivery periods shall be extended – without prejudice to our rights arising from default on the part of the buyer – by the period by which the buyer is in default with his obligations to us arising from this contract or other contracts. This shall apply accordingly to delivery dates. **3.** Events of force majeure, such as epidemics, shall entitle us to postpone delivery by the duration of the hindrance and a reasonable start-up period. Equal to force majeure are all corresponding events which make delivery considerably more difficult or impossible for us, such as currency and trade policy or other sovereign measures, e.g. strikes, lockouts, entry bans, quarantine measures, operational disruptions as well as obstruction of traffic routes, regardless of whether these circumstances occur with us or with a pre-supplier. If the hindrance has lasted longer than five weeks and we do not immediately inform the buyer upon request that delivery will now be made within a start-up period of 14 days, the buyer may withdraw from the contract. Mutual claims for damages are excluded in this case. **4.** After expiry of the delivery period, a subsequent delivery period of 14 days shall be set in motion without explanation. After expiry of the subsequent delivery period, the customer shall be released from the customer's obligation for the first time if he notifies us of this or receives a written declaration from us. However, we shall be released from the obligation to deliver after expiry of the subsequent delivery period if, during the subsequent delivery period or after its expiry, we request the customer to declare whether he demands performance of the contract and the customer does not respond immediately. **5.** Forward transactions shall not be made.

## VI. Notice of Defects and Warranty

**1.** The buyer shall inspect the delivery item immediately upon receipt with the thoroughness that can reasonably be expected of him under the given circumstances. Defects with regard to completeness and external condition of the delivery must be reported to the supplier within three working days, stating the reason for the complaint and the corresponding invoice number, otherwise any claims by the buyer are excluded. In the case of hidden defects, the notification must be made within 4 weeks of receipt of the goods. In any case, the warranty period expires after 6 months. Complaints received later than the above deadlines are ineffective. **2.** Customary or minor, technically unavoidable deviations, in particular in quality or weight, do not entitle the buyer to make a complaint. **3.** If the buyer does not immediately give us the opportunity to ascertain the defect, in particular if he does not immediately provide the goods complained of or samples thereof upon request, the claims for defects shall lapse. **4.** In the event of justified complaints, we shall have the right to rectify the defect or to supply defect-free replacement goods within two weeks of receiving the goods back. We accept returns and complaints only after written consent to the return. The acceptance of returned goods without our consent will be refused. **5.** Further claims are excluded, this applies in particular to claims for compensation for damage that has not occurred to the goods themselves (consequential harm caused by a defect). In the absence of warranted characteristics, we shall be liable to the extent that the purpose of the warranty was to protect the buyer against the consequential harm caused by the defect. **6.** The above provisions under 1.–5. do not apply to consumer transactions.

## VII. Product Liability

**1.** Recourse claims in the sense of § 12 of the Product Liability Act are excluded, unless the person entitled to recourse proves that the defect was caused in our sphere and was at least due to gross negligence.

## VIII. General Limitation of Liability and Statute of Limitations

**1.** Claims not explicitly granted in these terms and conditions, in particular claims for damages arising from impossibility, delay, breach of secondary contractual obligations, culpa in contrahendo, tort – also insofar as such claims are in connection with the buyer's warranty rights – shall be excluded unless we are liable in cases of intent and gross negligence (this shall not apply, however, to personal injury). **2.** All claims against us – irrespective of their legal basis – shall become statute-barred at the latest one year after the transfer of risk to the buyer, unless the statutory limitation period is shorter. These restrictions do not apply to consumer transactions.

## IX. Prohibition of Circumvention, Place of Performance, Place of Jurisdiction, Partial Invalidity

**1.** Circumvention of the terms of payment and delivery, in particular also through commission business, is not permitted. Place of performance and place of jurisdiction, also for the dunning procedure, as far as legally permissible, is the Provincial Capital Salzburg. We can also sue the buyer at his place of jurisdiction. All legal relations between us and the buyer shall be governed by the law applicable to the legal relationship of domestic parties at our registered office. The application of the Uniform International Sales Law is excluded. **2.** In case of ineffectiveness of one of these provisions, we are entitled to replace the ineffective provision by an effective provision, the economic success of which corresponds as far as possible to that of the ineffective provision; the ineffectiveness of individual provisions shall not affect the effectiveness of the remaining provisions.