

CONDITIONS FOR PURCHASING

1. The following conditions for purchasing shall be valid for all of our orders, unless we confirm other, diverging conditions in individual cases in writing. The supplier expressly acknowledges, that we object to any provisions in his confirmation of the order, in so far as they do not correspond with our conditions for purchasing, and that the factual acceptance of a delivery does not constitute any acceptance of any provisions of the order confirmation; the supplier is aware of the fact that his delivery is deemed by us to signify his acceptance of our conditions for purchasing.
2. Orders shall only be legally valid if they are properly signed and duly executed according to the rules of the company; verbal orders or orders by telephone without a subsequent written confirmation thereof shall be invalid.
3. We would ask you to provide your order confirmation together with binding prices and delivery conditions for every order without delay, insofar as they are not already set out in the order itself. Where it was not possible to fix prices, your prices mentioned there need to be confirmed by us in writing. Acceptance of a delivery without a written confirmation of the prices does not indicate any acceptance of such prices; all prices, without exception, are fixed prices which cannot be changed to our disadvantage, even by way of subsequent currency changes in the case of cross-border purchasing agreements.
4. Fixed delivery dates must be adhered to by the supplier in any event; in the event that the adherence to an agreed delivery date is impossible for the supplier, then he must give notice of this in good time. Notwithstanding such notice we shall be entitled to either rescind the contract, or to demand compensation for non-performance at our choice, without prejudice to any further, additional claims we might have; in such a case we shall then also be entitled to obtain replacement deliveries from third parties and to charge the differential loss to the supplier, without the supplier being entitled to object to the amount of the purchase price of the replacement delivery. In the event that it is necessary to deliver consignments in an accelerated manner due to some fault of the supplier, then any additional costs occasioned by this shall be borne by the supplier.
Any acceptance of a delayed delivery or services shall in no way constitute any waiver of any compensation claims we might have arising out of this.
5. All deliveries shall be made without charges for postage and packaging; any such expenses and costs are included in the purchase price.
The risk of transportation shall be borne by the sender; in the event that we expressly agree in writing in an individual case that we shall bear the risk of transportation, then the sender of the goods is obligated, to raise any compensation claims regarding reduction in losses, damage to the goods and similar immediately with the railway or other carrier, and to assign these claims to us without delay. In such an event consignments of goods are to be insured by the sender at his expense, unless we waive this in an individual case, or where we take on the insurance ourselves.
All wrapping and other packaging materials are included in the purchase price and can be returned by us after deduction of the full cost; no charge for wear is agreed.
6. An inspection of the goods within the meaning of section 377 HGB (the "Handelsgesetzbuch", the Austrian Commercial Code) or, as the case may be, section 377 UGB (the "Unternehmens Gesetz-buch", the new version of the Commercial Code) shall take place in the applicable reception factory; any criticism of the goods, even where the invoice for them has already been paid, shall be possible within a warranty period of 24 months; unless bindingly stipulated by statute, it shall not be necessary to comply with any period for making a claim to maintain the warranty and/or compensation claims. In the event that German law is applicable for the deal pursuant to point 10, then there shall be a period for making a claim of at least fourteen days from the date of receipt of the goods, or, as the case may be, discovery of the fault.
7. Unless anything else is agreed in writing, the conditions for payment as set out on the front sheet shall apply.
In the event that no conditions of payment are set out or if they have been crossed out, then we shall be entitled to deduct 5% discount for payment within 30 days of receipt of invoice.
It is deemed agreed that all payments from us are only made subject to and fully taking into consideration any counterclaims of the orderer, or his holding company. In the event that we are late with any payment obligation, for whatever reason, then we shall be obligated to pay no more than 5% per annum in interest on arrears. Any claims for interest over and above this, on whatever legal grounds, cannot be claimed by the supplier. Assignations of your invoices shall only be possible with our agreement. In the event that German law applies pursuant to point 10, this shall not affect section 354a HGB.
8. You shall be liable in with your deliveries for the flawless construction and execution, as well as for the use of the most suitable materials, so that we shall be entitled to make any delivery that does not comply with these conditions available to you at your expense and to demand replacement thereof free of charge, or, as the case may be, to assert all other warranty claims to which we are entitled in law, without prejudice to any further claims for compensation we might have; in the event of compensation claims being asserted, the burden of proof that there was no fault on the part of the supplier shall be entirely and exclusively on the supplier. By accepting the order, your guarantee that your deliveries comply with the applicable statutory provisions and official directives relevant for the countries of destination of the goods, in particular the provisions concerning pricing, production and identification. You further guarantee, that your delivery is unencumbered by any third party rights, in particular that there are no patent, model, copyright or trademark protection rights of third parties attached to it.
You accept the obligation to fully indemnify us against any such claims from third parties and to reimburse us fully for any and all damage arising out of such a situation, regardless of the whether it was your or a third party who was responsible for this breach. You warrant that the quality and description of origin as provided by you, as well as any other information is truthful and correct.
We expressly reserve the right to claim compensation, both for evident and for hidden defects within 12 months from receipt of the goods; in cases where the defects of certain goods only become evident after their being processed, or, as the case may be, after they have been built in to our products or equipment (such as machinery, plants, etc.) and after these have been used for a while, then the 12 month period shall commence upon commissioning. In such an event you shall have to bear the costs for postage both there and back, as well as the costs for the dismantling and assembling of the rejected materials.
You further grant the same warranty period for those goods and parts which are delivered, albeit not produced, by you, with regard to the provisions of a complaint due to defects, we refer to point 6.
Any additional work occasioned by you, which cannot be met by you in time can be carried out by us, or by third parties.
9. In the case of rejects, the return of which shall take place at your expense, we reserve the right to elect to dispense with a replacement delivery, or to insist on it; the transport of the replacement goods shall be at your expense and risk.
10. Patterns, models, dies, drawings, plates and other aids shall expressly remain our property, which shall be at our free disposal at all times. These aids may only be used for the performance of our orders, and must not be made accessible to or passed on to third parties.
The location of the receiving factory shall be deemed to be the agreed place of performance and payment, in the event that this is not clear from the order, the Grieskirchen, in Upper Austria shall be agreed as the place of performance and payment.
The place of jurisdiction shall be agreed to be that court in Austria or in the Federal Republic of Germany, which is the competent court for the seat of the recipient enterprise. Depending on the location of the recipient enterprise, either in the Federal Republic of Germany or in Austria, German or Austrian law shall apply.
11. We do not acknowledge any retention of title on your part.
12. Any challenge of the agreement by the supplier on the grounds of laesio enormis is excluded.
13. **The supplier is obligated to make the necessary arrangements, in order to enable us to finish the goods ourselves or have them finished by third parties in the event of a partial or total rescission of the agreement due to reasons for which we are not at fault (particularly in the event of an insolvency by the supplier). This shall include in particular an obligation to include suitable clauses in the contracts the supplier enters into with third parties, particularly sub-contractors or licensors, ensuring our right to take over the contract on the same conditions as had been granted to the supplier, and in the same quantities, such right to be subject solely to our withdrawal, and further to obtain for us at our request any and all plans and other documentation, rights, software and products already worked on, created by or available to the supplier, which are necessary for the completion without delay.**
14. You covenant to treat our orders as being strictly confidential; in the event of a breach, we shall be entitled to rescind the order without prejudice to any compensation claims we may have.
15. You acknowledge that this order will be printed by our data-processing equipment, and in the event of a sales agreement being entered into, your data will also be stored by us; by accepting this order you automatically give your consent to this.
16. The supplier covenants to indicate the country of origin in order confirmations and invoices for goods delivered by him which originate in EEC or EFTA countries, and further declares that all goods delivered by him have been produced in that country which he specified as country of origin, and that he is familiar with the rules and regulations of the term originating product within the meaning of the EEX, or, as the case may be, the EFTA conditions of origin, and that his declaration of origin complies with these provisions.

COMPENSATION AND PRODUCT LIABILITY

Insofar as no different provision regarding liability is made in some other part of these conditions, the supplier shall only be liable to compensate such damage as is caused to the supplier directly or indirectly as a result of a faulty delivery, due to the breach of official safety guidelines or due to any other legal grounds which are to be apportioned to the supplier.

1. There is an obligation for compensation where the supplier is at fault for any damage caused by him.
2. In the event that the orderer is held accountable for liability regardless of negligence of fault on the basis of mandatory national law (such as the Produkthaftungsgesetz BGBl 99/1988 - the Product Liability Act) or foreign law, the supplier shall be liable to the orderer to the extent to which he would also be liable directly.
3. The liability to pay damages shall be excluded, insofar as the orderer himself has in turn limited his liability as against his purchaser. In this the orderer shall endeavour to agree liability limitations to the extent allowed by law, also for the benefit of the supplier.
4. Claims of the orderer shall be excluded insofar as the damage can be ascribed to any contraventions on the part of the orderer of instruction, maintenance, or assembly manuals, unsuitable or improper use, faulty or grossly negligent treatment, natural wear and tear or faulty repairs.
5. With respect to the expenses the orderer with regard to damage limitation (such as recall actions) the supplier shall be liable insofar as he is obligated under points 1 and 2 of this section.
6. The orderer shall inform the supplier immediately and fully in the event that he wishes to hold him liable pursuant to the above provisions, and consult with him. He shall give the supplier the opportunity to investigate the liability case. The contracting parties shall arrange any measures to be taken between themselves, particularly in the case of negotiations for settlement.
7. The supplier shall be obligated to obtain sufficient insurance in order to cover himself in against the abovementioned risks, and to provide the orderer with evidence of such insurance on demand.
8. Limitations of any sort on such obligations of the seller as arise from the Produkthaftungsgesetz (Product Liability Act) BGBl Nr 99/1988 dated 12 February 1988, as well as restrictions of any sort on compensation claims the buyer is entitled to under that Act, are not accepted.

INDUSTRIAL PROPERTY RIGHTS

1. The supplier shall be liable for any claims arising from breaches of industrial property rights and industrial property right registrations, which result from the contractual use of the delivered goods.
2. The supplier shall fully indemnify the orderer and his purchaser for any and all claims arising from the assertion of industrial property rights, and shall reimburse any damages arising from this fully.
3. This shall not apply where the supplier produced the goods to be delivered according to drawings, models or similar such descriptions or specifications provided by the orderer, and either does not know, or, in connection with the goods produced by him does not have to know, that industrial property rights would be breached by doing so.
4. Insofar as the supplier is not liable under numeral 3, the orderer shall indemnify him against all claims by third parties.
5. The contracting parties covenant to inform each other immediately of any dangers of breaches and alleged cases of breaches as soon as they become aware of these, and to give each other the opportunity to amicably counteract these.
6. The supplier shall inform the orderer on demand of the use of published and unpublished own and licensed industrial property rights and industrial property right registrations for the delivery product.

ADDITIONAL CONDITIONS FOR COMMISSION PROCESSING

1. Collection and delivery of materials shall take place according to agreement. Our material, all prefabricated parts and the component to be worked on by you shall remain our property (retention of title). You covenant that in the event of a levy of execution you will inform the executive officer of the retention of title, and to inform us immediately of any garnishment, and to provide us with all data.
2. You declare that you are entitled under trade law to carry out the work allocated to you and you warrant the correct and flawless execution of the work.
3. Unless anything to the contrary is agreed, the delivery shall only be deemed to have been performed upon handover and inspection in our factory.
4. In the case of difficult assignments, ambiguity or production difficulties, a first inspection by us should be requested, or the first item should be provided to us for the purpose of inspection. Other than that we refer to point 2.
5. In the event that we make available tools, appliances or measuring instruments on loan, these shall be returned immediately after completion of the assignment with a separate delivery note. We reserve the right to charge you for the costs of cleaning and maintenance after improper use, if any. In the event that tools, appliances or measuring instruments become unusable with you due to normal wear and tear, you shall inform us thereof as soon as possible.
6. In the event that large amounts of waste are generated during the course of the work carried out by you, or if our delivery notes for the material stipulated such, then the waste material shall be returned to us after completion of the work by way of delivery note.
The materials must be received by us within 10 days of the order being completed, as we will otherwise be forced to charge you for it.

DATA PROCESSING

The automation-assisted processing of the data collected in the course of our business is in accordance with the applicable data protection provisions, and with regard to the interests warranting protection of the affected parties. In order to maintain the data protection secrets, the appropriate data protection measures have been taken.