

General Terms and Conditions of Purchase

1. Applicability

1.1. All orders placed by the Customer are, unless otherwise agreed upon in writing in the orders, subject to the following Terms and Conditions.

1.2. By accepting an order the Contractor or Supplier (hereinafter referred to as AN) shall acknowledge the following requirements; this shall also apply to future orders, including those that do not use this form. Partial or complete contradiction by the AN of these requirements, even through a reference to different terms of business by the AN, shall be deemed to be a refusal of the order by the AG: that is, no valid contract (in any case no residual contract also) shall arise between the AN and the AG. If in such a case it nevertheless occurs that the AN were to carry out to fulfilment action, by virtue of the acceptance of any such fulfilment action by the AG a new contract shall be formed under the exclusive application of these requirements. To the extent that these requirements are not expressly otherwise agreed, any agreements between the AN and the AG shall require to be stated in written form.

2. Orders

2.1. Irrespective of issued offers, only the contents of the order is binding and only if placed in writing by the Customer's Purchase Department.

2.2. Orders issued verbally, by phone or by e-mail as well as amendments to and modifications of existing orders shall only be binding if confirmed in writing by Customer.

2.3. The order date shall be the day of despatch of the order; in case of a verbally placed order, the order date shall be the day the written confirmation of the order was dispatched

3. Order Confirmation

3.1. An order must, immediately, be either confirmed or declined in writing (preferably by e-mail). If the Customer has not received the Supplier's confirmation of an order within 10 (ten) calendar days from the order date, a contract with the terms of the order shall be deemed entered into. As long as an order has not entered into force based on an order confirmation reflecting the exact terms of the order, the Customer is entitled to cancel the order without giving any reason. The cancellation shall be considered timely, when despatched before receipt of the order confirmation. Changes to the order must be clearly emphasised and must be expressly accepted in writing by the Customer. The unreserved receipt of goods does not constitute such acceptance.

3.2. If no prices, delivery times etc. are mentioned in the order, the Supplier shall amend the order confirmation to include such particulars in order to ensure that a contract is entered into. If the order is amended by the Supplier, the Customer shall be entitled to cancel the order within 10 (ten) days from receipt of the order confirmation without giving any reason. Upon placement of an offer or upon an order confirmation the Supplier declares on its own responsibility that he has verified all information and details received from the Customer, or third parties imputable to the Customer, and, further, vouches for the accuracy and completeness of such information and details.

4. Delivery, Inspection, Storage

4.1. The delivery or service period commences with the order date. The delivery date is the day on which the ordered object(s) are delivered to the delivery address stated in the order. If no delivery period has been agreed upon, delivery or service shall be carried out without delay. The Supplier shall promptly and in writing inform the Customer of any imminent delivery or service delay giving the reasons for such delay and the estimated duration of such delay. In such case the delivery or service period shall only be extended, when expressly and in writing accepted by the Customer. Possible agreed penalties for delay shall not lapse in case of a mutually agreed extension of the delivery or service period and shall, instead, be calculated from the day the delivery or service is henceforth due. Is a partial delay not remedied by the Supplier by the expiry of a period of respite set out by the Customer, the Customer may withdraw from the contract in whole or in part.

4.2. The complete fulfilment of the contract is decisive for timely delivery or timely provision of a service. This includes, in accordance with the agreed terms of delivery or service, in particular, correct assembly, provision of appropriate documentation as requested or as adequate, instruction/briefing etc.

4.3. With advance notice, the Customer is entitled to (i) view the Supplier's, or pre-suppliers' as well as sub-contractors', production site(s); (ii) be informed of progress and quality of the work carried out pursuant to an order; (iii) access to relevant records/notes or (iv) accept delivery at the Supplier's production site.

4.4. A delivery or service provided in advance of the agreed delivery time is only permitted with the Customer's approval. In any case all legal consequences shall only occur by the agreed delivery date; the Customer shall be liable merely as a custodian until the agreed delivery time.

4.5. The Supplier shall, at its own risk and expenses, store the ordered object for at least three months, if the Customer postpones the date of despatch.

5. Prices, Terms of Payment

5.1. The prices are calculated according to delivery as defined in Clause 6.1 and including documentation, packaging and secondary expenses, however, not including value added tax, and are fixed prices.

5.2. Payment shall as a rule be made within 30 (thirty) days as of receipt of the invoice and acceptance of the goods subject to a 3 (three) percent discount or within 90 (ninety) days in full. The Customer is entitled to completely withhold payment until any defects have been fully cured; the right to discount shall not be affected hereby. The right to a discount deduction on payments made within the discount period shall not be cancelled by payments (particularly partial payments) made outside of the discount period. For the duration of the guarantee period, the Customer may claim a financial retention of 10% of the value of the order.

5.3. Payment has been timely made if the remittance order has been placed with the bank or by telebanking within the payment period.

5.4. If the Supplier is, for any reason whatsoever, of the opinion that he is entitled to payment exceeding the order value, the Supplier must assert such claim in writing immediately after the circumstances allowing for such claim have become known to him. The claim must state the reasons for the payment claim as well as the amount. If the claim is not asserted as mentioned above, it shall lapse.

6. Terms of delivery, Shipping, Packing

6.1. Unless stated otherwise in the order, deliveries and services shall be effected free of charge at the risk and expense of the Supplier to the delivery address as defined by the Customer (DDP named destination, according to INCOTERMS in each applicable version in case of transnational shipping). In case of supply at construction sites, the deposit shall be effected at the expense and risk of the Supplier. Cash on delivery (C.O.D.) shipments shall not be accepted. The delivery shall be appended with a delivery note including all order data, such as order number, item number, exact identification of the goods, order item and in case of shipping from outside the EU the customs- and commodity number. The combined supply of order items from various orders and a combined delivery note shall be admitted only if the shipping documents provide for distinct attribution to the various orders and order items. The Supplier shall include in its delivery any shipping documents provided by the Customer in case of deliveries to recipients other than the Customer which are named by the Customer. In case of individually agreed deliveries (e.g. free carrier) transport provisions of the Customer shall be observed. In the absence of such transport provisions, the Supplier shall demand these from the Customer or gain approval from the Customer for its proposed transport provisions.

6.2. Partial-/ over- and under- deliveries shall be admitted only subject to the Customer's prior written consent.

6.3. The supply of goods at the delivery entrance of the respective delivery address shall be effected at the times for acceptance of goods as stated in the order.

6.4. Products which are subject to particular regulations, e.g. the Austrian legislation on chemicals, shall be categorised, packed up and distinguished as prescribed; Material Safety Data Sheets (MSDS) must be annexed and any other connected legal restraints have to be complied with at the expense of the Supplier.

6.5. The Customer is entitled to refer to its own (end) customers, any technical documents of the Supplier and subcontractors or suppliers respectively in the extent required.

6.6. The Supplier shall pack up the ordered object(s) in a usual and convenient way at its own expenses. Domestic Suppliers shall abide by the Austrian Packaging Ordinance ("Verpackungsverordnung - VVO") in each applicable version. He shall mention the "ARA-licence number", "packing fractions" and weight in the delivery note. If the Supplier does not use the services of a third party, he shall indicate this in the order confirmation and collect the packaging material from the location named by the Customer without delay and dispose of it according to the VVO at its own expenses. In case of delay by Supplier, the Customer is entitled to store the packaging material at the expense and risk of the Supplier or to dispose of it or let it be disposed. Residues or waste material of delivery objects which, are to be qualified, after use for the intended purpose, as "wastes" or "dangerous wastes" respectively, shall be retracted and disposed by the Supplier at its risk and expense.

7. Invoices, Efficiency Statements

7.1. The invoice shall be issued duplex and sent to the respective address as defined by the Customer. It shall include the order number and all other order- and delivery data as well as the ARA-licence number and, in case of deliveries from other EU countries, the VAT registration number. Invoices shall be subdivided and issued respectively for each order and delivery separately as to enable a definite adjustment with the order and allocation of the invoice to the respective order. The invoiced amount and the unit prices respectively shall comply with the order, lots, masses and quantities have to correspond with the actual scope of supply and services. Only invoices compiled according to aforementioned criteria shall initiate the payment- and discount period. In the case of assembling and work services, the time recording ID cards and material vouchers as confirmed by the Customers' person in charge, shall be annexed to the invoice in their original version. Invoices that are issued contrary to these conditions are deemed to not be rendered and therefore not become due.

8. Delivery or service delay, contractual penalty, rescission

8.1. The agreed dates shall be strictly observed by the Supplier who has to make any arrangements and measures in this regard at its own expense. In case of delay, the Customer is entitled to claiming per week in delay started a contractual penalty, regardless of any fault of the Supplier and of any proof of damage, which shall amount to 1% of the total value of the order and not be subject to reduction by judgment. Supplier's obligation for the fulfilment of the contract shall remain

unaffected thereof.

8.2. The contractual penalty shall be limited to 10% of the total value of the order.

8.3. In case of withdrawal caused in the sphere of responsibility of the Supplier, the Customer is entitled to claiming 15% of the total value of the order in addition to other legal consequences.

8.4. The right to reduction by judgment of this penalty shall be waived.

8.5. The Customer shall reserve the right to claim damages or any other title exceeding the contractual penalty in addition to or instead of the contractual penalty.

8.6. The Supplier shall inform the Customer immediately about any risk of delay in written form providing details thereby.

8.7. In case it can already be foreseen within the delivery period of the Supplier that he will not be able to duly provide its supplies or services until the contractually agreed date, the Customer is entitled to make all arrangements to avoid such delay at the expense of the Supplier.

8.8. In case of bankruptcy proceedings or a change of the ownership structure of the Supplier respectively, the Customer shall have the right of full or partial withdrawal from the contract notwithstanding procedural consequences without the Supplier being entitled to claim damages therefore. The Supplier shall be obliged to notify the Customer of such circumstances without delay.

9. Acceptance, warranty

9.1. The Customer shall not be obliged to examine the delivered order object(s) within an adequate period upon delivery or to denote defects that were or should have been detected by examination in the due course of business after delivery. The obligation to give notice of defects according to section 377 of the Austrian Commercial Code ("Unternehmensgesetzbuch – UGB") shall expressly be waived. The Customer expressly reserves its right to claim remedy for apparent or overt defects within 4 weeks as of having gained knowledge of the defect. In case of hidden defects that have been detected first at use for intend purpose the Supplier is liable for the defects and damages caused thereby even upon expiration of the warranty period.

9.2. The services and supplies rendered by the Supplier have to abide by the Austrian general and special laws and regulations, e.g. for the protection of employees, the environment and in the field of safety engineering, in particular electrical safety measures, ÖVE- and VDE- regulations as well as Ö- and DIN-standards and European (EN) standards respectively. In particular the currently valid technical version shall be supplied. The Supplier commits to observe the current national and international provisions as amended from time to time regarding the shipment of dangerous goods and regarding dangerous wastes as well as regulations on storage and operating instructions and to inform the Customer thereof in due time.

9.3. For a warranty period of two years or in case of longer contractual or statutory guaranty or warranty periods for this respective period - the Supplier guarantees for all deliveries and services completion in accordance with the orders and that they are free of defects. He shall guarantee compliance with the commonly preconditioned or assured properties as well as abidance by the applicable laws and provisions of the contract. Further, he shall guarantee for completion, construction, expediency and production technology of the ordered object(s) in accordance with the state of technology, the use of first class material of adequate quality and the suitability of the ordered object(s) for the intended use.

9.4. The guarantee period starts as of effective acceptance of the ordered object(s) by the (end) customer of the Customer – in case of application for work and labour of the Customer at the first use of the ordered object(s) and transfer of all documentations to the Customer. The guarantee period shall end no later than four years from the delivery (= delivery of the ordered object(s) to the agreed address of delivery) as well as the transfer of all objects pertaining to the ordered object(s), thus including any required certificates, specifications, operation instructions and similar items to the Customer. Upon remedy of rejected defects, the period of warranty shall start anew for the entire delivery object(s). If a case of warranty is disputed by the parties, the Supplier shall commit to remedy the concerned defect – at least provisional – at its own expense until settlement is rendered.

9.5. Payments shall not be considered as waivers of notification of defects or any other claims respectively. In case of notification of defects or reclamation, the purchase price or compensation can be retained.

9.6. The Customer may, at its discretion exercise its warranty rights by demanding price reduction, free repair, free replacement or (in case of non-insignificant defects) complete or partial rescission from the contract. Repair and replacement shall be rendered at risk and expense of the Supplier without delay, but not later than 14 days as from the notification of the defect by the Customer, at the storage or installation location (to the extent the Supplier was informed thereof) of the ordered object(s). In this case the Supplier undertakes to reimburse to the Customer any required supplementary expenses (travel expenses, assembly- and disassembly costs etc.). In case of imminent danger, the Customer shall be entitled to remedy the defects at expense of the Supplier without its claims being effected thereof.

9.7. In the case of engineering-, counselling-, software-, or documentation services, as well as at the occasion of posting of workers, the Supplier shall guarantee the completeness of its oral and written statements and instructions.

9.8. In the event of over- or underdelivery, the Supplier shall reimburse any expenses caused by additional controls, packaging, reshipment or storage and suchlike. Object(s) that were not ordered or that are exceeding the amount ordered, shall in any case be reshipped at the cost and expenses of the Supplier.

9.9. Further, the Supplier guarantees to undertake maintenance- repair and overhauling services regarding the delivered object(s) for current remuneration as well as to supply replacement, ware parts and additional deliveries for ten years as of fulfillment of the contract.

10. Course of Instruction, Documentation

The instruction for the operating- and maintenance staff of the Customer and (end) customer respectively shall be free of costs in case of delivery of technical equipment and utensils. The Supplier will conduct further and repeated instructions on demand for ten years as of fulfillment of the contract on market conditions for remuneration. In case of delivery of equipment and utensils, which have to be installed by third persons or by the Customer, all necessary assembly schedules (including possible circuit points, constructional necessities), data sheets, mounting guidelines, operating instructions, storage-, operating- and maintenance regulations, replacement- and wearing part lists, CE- declarations, and/or remarks on peculiarities of the delivery item shall be delivered as well. Labels shall be in German language (also with regard to deliveries from abroad). Operating instructions and -manuals shall be issued twice in German language and in any other language on demand of the Customer.

11. Compensation, Product Liability

11.1 The Supplier shall be liable according to the relevant applicable legal provisions for all damages of the Customer, its employees or third persons which are caused in connection with the performance of the order.

11.2 The Supplier shall fully indemnify and hold the Customer harmless in case the Customer is held liable for defective order object(s).

11.3 The Supplier is obliged towards the Customer to deposit all required documents and to observe the products accurately. In case of need the Supplier is obliged to recall immediately defective goods at its own expenses and to pass over any documents related to the production and to support any kind of defence against claims as well as to specify the producer/importer within 10 days.

11.4 The Customer's liability for compensation for damages and loss of profit is limited to the extent admissible by law. The provisions stated herein (Clause 11.4) shall be applicable for the Customer's own conduct as well as for acts of its legal organs, executive employees, employees and other vicarious agents.

12. Sub-entrepreneurs and Suppliers

12.1 Except with regard to standardised parts, the sub-entrepreneurs and suppliers which are related to the fulfilment of the contract shall be notified to the Customer within short time upon the order. However, no legal relationship between the Customer and the sub-entrepreneurs and pre-suppliers related to the Supplier shall be constituted thereby.

12.2 The Supplier shall be liable for actions of the sub-entrepreneurs and pre-suppliers as he would be liable for its own actions and as if he had produced the delivery object fully by himself respectively.

12.3 The Supplier shall be responsible to forwarding any pertaining requirements in the providing-documents to its sub-entrepreneurs and suppliers, in case this is required for the correct accomplishment of the ordered work.

13. Proprietary Rights

The acquisition of patents, design patents, trademarks, copyright in design and intellectual property rights for free use and for (repeated) resale of the ordered object(s) are fully compensated with the payment of the purchase price/wage. The Supplier is obliged to indemnify and hold the Customer fully harmless in case of infringement of proprietary rights of third parties in connection with ordered deliveries/performances.

14. Work Performances in Industrial Premises/ on Construction Sites of the Customer

In case the Supplier conducts work for the Customer (e.g. in industrial premises of the Customer, on construction sites of the Customer/end customer, etc.), the Supplier shall be obliged to strictly abide any regulations which are applicable for the Customer or end customer regarding fire protection, employee protection, environmental protection and any other regulations. The Supplier shall enquire about these regulations or request the respective regulations from the Customer. The Supplier is liable for all damages which are incurred by breach of any of these provisions.

15. Retention of Title, Prohibition of Assignment, Set-off, Assignment, Transfer of Title

15.1 Deliveries shall be made without retention of title and any rights of third parties. Such retentions shall be invalid even without the explicit objection of Customer.

15.2 Claims arising from effected deliveries to the Customer may only be assigned upon explicit prior written consent by the Customer.

15.3 The Customer is entitled to set off with claims, including undue claims and claims of affiliated companies of the Customer. The Supplier is not entitled to any set off.

15.4 The Supplier is not entitled to assign its rights and obligations arising from the contract to third parties without the explicit consent by the Customer.

16. Provided Materials, Operational Facilities, Confidentiality

16.1 Operational facilities, e.g. tools, models, etc. as well as printing plates or photographs, which are financed by the Customer as well as drawings, schemes and any other documents required for completion of orders, including data submitted via electronic data processing provided by the Customer remain or become property of the Customer and must be marked as property of the Customer upon their production. They have to be returned to the Customer at any time on demand and in any case once the order has been completed or upon withdrawal of the contract. The storage, repair and maintenance of operational facilities shall be rendered at the Supplier's expenses and risk. The Supplier is not allowed to

use operational facilities for its own purpose and especially not for the purpose of others.

16.2 The Supplier undertakes to keep confidential all information, not restricted to business- or company secrets, obtained in connection with orders or become known to him in any other way. The Supplier must also impose this obligation on its employees and on its commissioned entrepreneurs. The Supplier shall refrain from transmitting such information to third parties or to allow third parties access to such information; as well as to produce copies of documents related to orders without the explicit written consent of the Customer. In case of infringement the Customer is entitled to fully or partly withdraw from the contract.

17. Employment of Foreigners

The Supplier shall be compulsory obliged to abide by the Federal Act on the Employment of Foreigners ("Ausländerbeschäftigungsgesetz-AuslBG"). The Customer is at all times entitled to verify the compliance with the provisions of the AuslBG and to access to all relevant documentation and information. The Supplier shall be obliged to indemnify and hold the Customer harmless, in case of infringement of the provisions stated in the AuslBG or the provisions stated in this Clause.

18. Miscellaneous

18.1 Business correspondence shall solely be conducted with the employees of the purchase department stated in the order and shall refer to the order number.

18.2 Communications made by facsimile, PDF-files sent by e-mail as well as by EDI (Electronic Data Interchange) or similar transaction standards shall be deemed to comply with the requirement of written form pursuant to these General Terms and Conditions of Purchase.

18.3 The Supplier shall be liable for its suppliers' or sub-contractors' compliance with these General Terms and Conditions of Purchase.

18.4 The Supplier shall immediately notify the Customer of any changes of address by way of registered mail or e-mail. Until notification of a new address any notices delivered to the previous address shall be deemed properly received. The Supplier shall notify the Customer by way of registered mail or e-mail of any changes to process or product definitions relevant to work carried out pursuant to an order, and if required, obtain the Customer's approval.

18.5 Should any provisions of these General Terms and Conditions of Purchase prove invalid or unenforceable or should the contract prove incomplete, the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision, which to the fullest extent possible validly and legally effectively achieves the intended purpose. Any contractual gaps shall be filled in the same manner.

18.6 The Supplier shall immediately by registered mail or e-mail give written notification to the Customer, should ordered parts no longer be deliverable or, in the future, no longer be produced by the Supplier. The Supplier must free of charge hand over to the Customer all drawings and documents necessary for the sourcing of a replacement.

19. Jurisdiction, Applicable Law

19.1 All disputes arising out of or in connection with the contract or its termination shall be subject to the exclusive jurisdiction of the competent court of Wiener Neustadt. The Customer is, however, entitled to take action against the Supplier before any other court, for instance its domestic place of general jurisdiction.

19.2 The contract is governed exclusively by Austrian law. The provisions of the United Nations Act on Contracts for the International Sale of Goods and the application of Austrian conflict of law rules of private international law, which would require the application of another law, are expressly excluded.