

1. Preamble

- 1.1. These general terms and conditions of business are valid, provided no explicit written agreements that diverge from these exist between the parties.
- 1.2. The following terms and conditions concerning the shipment of goods also apply analogously to services.
- 1.3. Regarding installation work, additional conditions apply as stipulated by the Association of Austrian Machinery and Steel Construction Industries.

2. Conclusion of Contract

- 2.1. Only contract work for which a written contract exists is legally valid. The parties are legally bound to the terms stated in the contract. Agreements made orally, by telephone or with representatives and all supplementary agreements require a written confirmation for these to be legally binding.
- 2.2. All terms of purchase, shipment and payment signed by the customer that do not comply with the following terms and conditions or with the contents of work contracts will be considered invalid.
- 2.3. All errors committed by us in the acceptance or confirmation of contracts or completion of invoices, including those errors committed in price listing, calculations or wrong addition, entitle us to rescission of the contract.

3. Drawings and Documents

- 3.1. Information contained in catalogues, brochures, circulars, advertisements, illustrations, price lists, etc., concerning weight, mass, capacity, price, performance and other similar information is only binding when these are explicitly referred to in contracts or offers.
- 3.2. Drawings, sketches, estimates, and other technical documents which may be involved in offers remain at all times intellectual property of our company. The same applies to samples, catalogues, brochures, illustrations and other such materials. All usage, replication, reproduction, distribution and handing out to third parties, all publications and demonstrations are allowed only with permission of the owner.

4. Packaging

- 4.1. Unless otherwise agreed
 - 4.1.1.1. all prices do not include packaging;
 - 4.1.1.2. goods will be packaged according to standard trade practices at the customer's expense to prevent the damaging of goods under normal transport conditions when en route to the specified destination. This arrangement may be altered if otherwise agreed upon.

5. Delivery

- 5.1. The delivery date will be determined based on the date on which a written agreement is met between ourselves and the customer. The delivery date is considered met the moment the goods leave our premises (EXW). Punctual delivery assumes the correct and timely delivery of goods at our end as well as the customer's fulfilment of all conditions stated in the contract.
- 5.2. All shipments take place at the customer's own expense and risk. Goods may be insured only following a specific request. Should the customer request a delay in shipping, all risks lie with the customer, starting from the day the goods are ready for delivery.
- 5.3. We reserve the right to deliver in part and preceding the delivery date.
- 5.4. In the event that a delivery should be delayed due to circumstances which constitute grounds for cancellation, an appropriate extension of the delivery time will be granted.
- 5.5. Customer withdrawal from the contract is not permissible even in the case of a delay in delivery or damage claims.
- 5.6. In all other cases in which a delivery must be abandoned before the transfer of risk has taken place – although we may be responsible for the failure of service – the buyer may withdraw from the contract without compensation.
- 5.7. Should the buyer not accept goods produced within contract parameters at the agreed time or place and if the delay is not caused by actions or errors made on our part, we reserve the right to demand fulfilment of contract conditions or, following a contract extension, withdraw from the contract. If the product must be stored, we reserve the right to do so at the buyer's expense and risk. Further, we are entitled to demand compensation for all measures taken for the fulfilment of contract conditions. This compensation is in addition to and not included in any previously received payments.
- 5.8. The customer does not have the right to make any further claims other than those mentioned in this article in the case of errors made on our part.

6. Quality Inspection

- 6.1. Should the buyer wish to have a quality inspection, this must be negotiated with the manufacturer and stated in writing as a part of the concluded contract. Unless otherwise agreed, the quality inspection will be carried out at the place of production or at a location determined by us. The inspection will take place during our regular working hours and according to the standard practice of the respective industry sector.
- 6.2. We are obliged to inform the buyer of the inspection in advance to allow for him/her or a representative to be present.
- 6.3. Unless otherwise agreed upon, the inspection will take place at the buyer's expense. The buyer is in any case responsible for all inspection-related costs such as travel, living and other expenses.

7. Prices and terms of payment

- 7.1. Prices are calculated in € (Euros) and, unless otherwise agreed on, reflect prices EXW including loading costs but do not include packaging or delivery expenses.
- 7.2. Providing no other agreement is made, prices are based on costs occurring at the time the prices are listed. Should the costs fluctuate before the date of delivery, these changes will be absorbed by the buyer to their to the benefit or detriment.
- 7.3. Our invoices, unless otherwise stated, are payable within 14 days, net however no later than 30 days from the time the customer receives the invoice. A delay in payment can result in a delay in delivery. In this case, we are entitled to cease fulfilling any unmet contract terms and to demand compensation for breach of contract.
- 7.4. Withholding of payments with respect to any counterclaims of the customer which we do not acknowledge by us, or offsetting against the same, shall not be allowed.
- 7.5. The customer is responsible for compensating the manufacturer for any incurred dunning charges or collection costs.

8. Warranty

- 8.1. The warranty does not go into effect until the buyer has made all payments in full. We are not responsible for any alterations or repairs undertaken by the buyer or a third party.
- 8.2. We are under no circumstances liable for damages to persons, to goods not produced within contract parameters, for other damages or for a loss of profit. The shifting of the burden of proof according to §1298 of the Austrian General Civil Law Code is prohibited.
- 8.3. We are liable in the following way for manufacturer-caused defects or products not meeting the proclaimed standards:
 - a) All parts are to be repaired or replaced, according to the manufacturer's discretion, that become fully or nearly dysfunctional within 12 months (for customers with 24-hour operations within 6 months) from the date of the transfer of risk due to circumstances, in particular erroneous design, deficient materials or inadequate implementation, occurring before the transfer of risk. The company is to be immediately notified in writing of such deficiencies. Replaced parts are the property of the manufacturer. The buyer is expected to allow the manufacturer sufficient time and opportunity to undertake necessary repair work and deliveries. Should the buyer not be willing, the manufacturer is no longer liable. The manufacturer cannot be held responsible for damages occurring due to neglectful or excessive use, contact with unsuitable agents or chemical, electrochemical or electrical influences not stemming from the manufacturer.
 - b) For deliveries carried out by companies other than our own, only those terms agreed upon by us and the respective suppliers concerning liability are valid. All further claims made by the customer, in particular annulment and contraction of debt as well as compensation for any damages including consequential loss, loss of earnings and other damages, are invalid. All possible customer claims for defects have a limitation of time of one month after the manufacturer has issued a written refusal, so long as no law prescribes the limitation of time to occur at an earlier date. The limitation period begins with the date of the written refusal from the manufacturer.

9. Grounds for cancellation

- 9.1. The parties are fully or partially relieved from a timely fulfilment of contract obligations if the fulfilment of these are made impossible by force majeure. Force majeure is considered only those events which the parties cannot predict or hinder and which stem from the outside world. However, strikes and collective action are also considered force majeure. Should events of force majeure prevent the adherence to set dates or schedules, an extension will be granted for the period of time the circumstances prevail or for a period of time agreed upon by the parties. Should such events last longer than 4 weeks, buyer and manufacturer must negotiate a new plan of execution of the contract. If no such arrangement can be found, the manufacturer maintains the right to fully or partially withdraw from the contract.

10. Protection of data privacy

- 10.1. The manufacturer is entitled to save, forward, revise and delete customers' personal data for business-related purposes.
- 10.2. The parties are committed to absolute secrecy with regards to third parties pertaining to all information contained in the general terms and conditions.

11. Retention of title and final clauses

- 11.1. Delivered goods will remain property of the manufacturer until all debts owing and accruing, including all secondary debts and additional contract-related costs, transaction fees and expenses owing by the buyer have been paid in full. This also applies if the purchase price has been paid for particular deliveries that are specially marked by the buyer. For outstanding debts, the items will be pledged for the respective balance owing to the manufacturer.
- 11.2. The customer is entitled to resell goods delivered under retention of title in the course of ordinary business dealings. The customer is not permitted to use the goods in any other capacity, in particular neither as a pledge or as security. The manufacturer is to be immediately notified of all cases of attachment or other proceedings which may limit the rights of the manufacturer with respect to goods sold under retention of title. Costs incurred in pursuance of our legal rights (for example: interventions, third-party proceedings) will be carried by the buyer.
 - a) In the case of resale, the customer is obliged to notify the third party of the retention of title of the manufacturer with respect to the sold goods. Every order underlies this condition. All contrary action entitles the manufacturer to withdraw from the contract and to claim compensation. In the case of resale, the customer, upon conclusion of the contract, assigns all claims arising from resale to the manufacturer as a precautionary measure and without further explanation. The customer is authorized to carry out the collection of the new claims up until cancellation.
 - b) In the case of default, in particular in the case of insolvency as well as an out-of-court or in-court settlement, the goods sold under retention of title may be disposed of only with the permission of the manufacturer. We are entitled to demand information from the customer concerning the inventory and whereabouts of goods sold under retention of title. In this sense, the customer is further obliged to provide all necessary information and surrender all documents for the satisfaction of this right.
- 11.3. In the event that any terms hereof be altered or become invalid, all remaining terms of contracts and of these general terms and conditions remain valid.
- 11.4. The place of jurisdiction for all disputes directly or indirectly contract-related is Kitzbühel district court. The manufacturer is however also entitled to contact the court at the customer's place of jurisdiction.
- 11.5. The parties also may agree on the competency of an arbitrating body.
- 11.6. The contract is subject to Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods from April 11, 1980, BGBl. 12988/96.
- 11.7. Place of performance is the company's domicile, even in the event that deliveries take place at a different location in adherence to some further agreement.