



## GENERAL TERMS & CONDITIONS

### § 1 Scope of application

- (1) The terms & conditions are solely valid against enterprises or legal entities under public law. Controversial agreements or agreements deviating from our general terms & conditions are only acknowledged if we charter it in written form.
- (2) These terms & conditions are valid for all future business with the purchaser as long as it is a legal transaction of same kind.

### § 2 Offer and contract conclusion

In case an order can be seen as an offer in accordance with § 862 ABGB (Austrian law) we can acknowledge it within a period of 2 weeks.

### § 3 Documents

For any documents related to the ordering process which are dedicated to the purchaser such as calculations, drawings etc. we keep full title of retention and copy right. It is strictly prohibited to assign these documents to third parties unless we explicitly charter the written agreement. As far as we do not acknowledge the offer of the customer within the period as of § 2 such documents have to be immediately returned.

### § 4 Pricing and terms of payment

- (1) Unless not agreed in written form to the contrary, all prices are valid ex works plus VAT in the appropriate level.
- (2) All payments have to be solely transferred to the bank account mentioned on the back side. The application of any discount is not permitted.
- (3) Unless not agreed to the contrary the payment has to be executed as follows
  - 40 % at order
  - 40 % after completion of tooling before sampling
  - 20 % after FAT before delivery

All payments net after receipt of the invoice without any discount. Interest for default will be applied at 8 % above the actual base interest rate p.a. The enforcement of higher remedies for default is subject of alteration

- (4) We are not obliged to accept and execute individual orders below a total order value of € 200,00 (w/o VAT).
- (5) Unless no fixed prices had been agreed, adequate price adjustments due to increased labor-, material- and administrative costs for deliveries effective 3 month or later after signed contract are subject of alteration.

## § 5 Leadtime

- (1) The confirmed lead time is effective presupposed by the duly and on-time implementation of all obligations of the purchaser.
- (2) The confirmed lead time is effective after receipt of the down payment (40 %) according to the standard payment terms and full clarification of the order.
- (3) The purchaser is in default of acceptance or breach in negligence the obligation to co-operate we are entitled to require corresponding remedies including possible extra charges. Provided of corresponding requirements the liability for accidental perishing or accidental deterioration of the goods are subject of the purchaser if at time the purchaser is in default of acceptance or default of debtor.
- (4) Further legitimate claims and rights of the purchaser in case of default delivery remain unaffected.

## § 6 Transfer of risk at dispatch

If upon request of the purchaser, the goods will be supplied the transfer of risky dispatch is responsibility of the purchaser latest when the goods are leaving our premises.

## § 7 Title of retention

- (1) We remain legal owner of the supplied goods until the complete payment of all obligations from the supply contract. It covers all future supplies as well, even if we are not explicitly requiring such. We are entitled to return the goods and bring it into our ownership if the purchaser is in breach with any provisions of the contract.
- (2) As long as the ownership of the goods is not legally transferred it is the purchaser's obligation to handle the goods with care. In particular it is the purchaser obligation to insure the goods at its own expenses and in sufficient value against damages caused by vandalism, fire and water. In case maintenance or service jobs must be carried out the purchaser has to arrange it on time at its own expenses. As long as the ownership is not transferred the purchaser has to immediately inform us in writing if the goods are subject of distraint or other interventions by third parties. As far as third parties are not capable to reimburse the judicial and non-judicial costs of a claim, the purchaser is liable accordingly.
- (3) The purchaser is able to sell the conditional goods at normal business activities. All claims of the client from the sale of conditional goods are transferred right away in the value of the agreed invoice amount (incl. VAT). That assignment is valid independently if the goods were sold w/o or after processing. The purchaser is authorized to request the claim after the assignment. Our entitlement to require the claim is untouched from it. We will not require the claim as long as the purchaser meets its liability to pay, not being in default of payment and in particular not having opened an insolvency proceeding.
- (4) Conditioning, processing or transformation of the goods through the purchaser is being carried out in the name and ordered by us. In that case the remainder for the goods of the purchaser is being carried over to the transformed goods. If the goods being processed with other goods not belonging to us, we obtain ownership at the new object in relation to the objective value of our goods with the other processed objects at time of processing.

## § 8 Warranty and notification of defect / Recourse/Manufacturer liability

- (1) The right of warranty presumes the correct notification by the purchaser in accordance with § 377 OHGB notification of defect.
- (2) The limitation for notified defects is 12 months after receipt of the goods at the purchaser. It is obligatory to get our acceptance before any return of goods.
- (3) The base for the good and correct order of the goods is the FAT testing at ACH Solution before shipping.

- (4) Despite all applied diligence in case of defects at the supplied goods which were present at time of transfer of risk and subject to on time notification of defects we will on our choice rectify the defect. In any case we have the chance of rectification within timely manner.
- (5) In case the rectification fails, the purchaser can - despite any possible claim for indemnity - withdraw from the contract or to request for compensation.
- (6) There is no right for claim if only insignificant deviation from the agreed condition, insignificant adverse effect, at deterioration by nature or wear out and damages after transfer of risk due to malfunction or careless handling, extraordinary exposure, inappropriate operating resources , defective construction, inappropriate land space or due to special influences from outside which are not taken for granted after signed contract . If the purchaser or third parties apply inappropriate maintenance work or adjustments, there is no right for compensation.
- (7) Right for claim of the purchaser for extra efforts due to supplementary performance in particular transportation and material costs are excluded as long as the efforts increase because the goods we supplied had to be forwarded to any other location instead of the purchasers location unless the transportation is in line with the destined usage .
- (8) Right for claim by the purchaser is only existent as the purchaser has no other agreement with its clients beyond the stringent claims. For the amount of liability of the purchaser against the supplier there is § 6 in place.

## § 9 Miscellaneous

- (1) The contract and the entire privity of contract of the parties are subject of the law of Austria under exclusion of UN-convention on contracts for the international sale of goods (CISG).
- (2) Place of performance and jurisdiction for all disputes resulting from the contract is Fischlham/Austria unless not differently put down in the order confirmation.
- (3) All agreements which had been taken between the parties to execute the contract are put into writing in that contract.
- (4) If some provisions of the contact are or will become invalid or if contain missing sections, then all other provisions remain untouched. The parties are obliged to find a legally acceptable agreement instead of the invalid provision which comes next to the economic purpose of the invalid provision resp. to fill the missing section.