

## TERMS AND CONDITIONS OF PURCHASE

### 1. GENERAL

Any rules deviating from our Terms and Conditions of Purchase shall be effective only if agreed in writing. In case of permanent business relations, written and oral orders shall be deemed placed subject to our Terms and Conditions of Purchase once reference to their validity was made. By sending a written confirmation of order, our Terms and Conditions of Purchase shall be deemed fully accepted.

### 2. OFFER

The seller shall base his offer on goods in the quantity and of the quality as stated in our order. The seller shall expressly refer to any deviation in his offer. The offer shall be made free of charge.

### 3. ORDER

Only written orders signed by authorized parties are binding upon us. Oral orders as well as any modification of an order shall require our written retroactive confirmation.

### 4. CONFIRMATION OF ORDER

A written confirmation of the acceptance of the order, including price and date of delivery, shall be issued to us within one week. Thereafter, we feel no longer bound by the order placed.

### 5. PRICE

Prices shall be fixed prices and may be increased only with our consent.

### 6. PRICE BASIS

Prices are based on the INCOTERMS 2000.

### 7. PRODUCTION DOCUMENTS

Upon payment of - even only pro-rata - costs for printing and punching supplies, these will pass into our ownership, unless otherwise agreed in a particular case.

### 8. DELIVERY / DELIVERY PERIOD

Goods shall be delivered to the address stated on the order. The goods shall be accompanied by delivery notes. The delivery period stated on the written confirmation of order shall be binding upon the seller. If the goods cannot be delivered within the agreed period, the seller shall propose the next possible delivery date timely before expiry of the original delivery period. This requires our express consent.

### 9. PACKAGING

The goods shall be properly packed, and our shipment instructions shall be strictly observed. The seller shall be liable for any damage caused because our shipment instructions were not observed. If the goods cannot be accepted or further treated because of missing shipping documents, the goods will be stored at the seller's cost and risk until the required documents are handed in. Prices shall be inclusive of packaging.

### 10. ACCEPTANCE OF GOODS

Notice of visible defects shall be given within one month after receipt of the goods at the latest, hidden defects shall be notified at the time they occur. The mere notice that there is a defect, shall be deemed a notice of defect; it is not required to substantiate the defect. Notwithstanding any other legal claims we may have, we are entitled to have defects repaired - also by third parties - at the seller's expense after a reasonable grace period has expired. A grace period of 3 weeks shall be deemed appropriate.

### 11. GUARANTEE

The seller will accept full guarantee for the entire delivery for a term of 24 months from handing over of the goods. If defects are remedied, the warranty and guarantee period shall recommence to run upon completion of the improvement.

### 12. PRODUCT LIABILITY

If claims are asserted against the buyer on the grounds of product liability, the seller undertakes to hold harmless and indemnify the buyer, to the extent the defectiveness of the product lies within the seller's responsibility. The seller undertakes to make available to the buyer all documents and information which is/are useful for the delivery of a faultless product (instructions of use, warning notes, approval regulations, etc.). Should the seller become subsequently aware of any circumstance which might give rise to a product defect, the seller undertakes to immediately notify the buyer thereof.

Restrictions of any kind of the seller's obligations under product liability and restrictions of any kind of the claims for compensation the buyer has under product liability laws or other provisions will not be acknowledged.

13. PATENTS, TRADEMARKS, COPYRIGHTS

The seller shall hold us harmless and indemnify us in case of any disputes with respect to patents, trademarks or copyrights arising from the delivery and/or service, and he shall guarantee that we may use the goods delivered and/or the services provided without restriction.

14. INVOICES

Invoices shall be sent by mail, by sellers from EU countries in one counterpart and by sellers from third countries in three counterparts; the copies shall be clearly designated as such. Invoices may not be enclosed to the goods. If payments are made, this shall not mean that the delivery or service is accepted as proper, and this shall not operate as any waiver of the warranty, guarantee and damage claims we are entitled to.

15. PAYMENT

Payment shall be made, at our option, either within 14 days with 3 % cash discount or within 90 days without deduction, except for special agreements. The payment period shall commence upon acceptance of the goods.

16. NO ASSIGNMENT

Claims against us may be assigned to third parties only with our express written consent.

17. JURISDICTION/APPLICABLE LAW

Place of performance shall be Wels. All disputes arising from and in connection with sales according to these Terms and Conditions of Purchase shall be referred to the court in Wels having subject-matter jurisdiction. This agreement shall be governed by and construed in accordance with Austrian law, including - to the extent applicable - the UN Sales Convention.