

**General Sales Conditions**  
**Standard Terms and Conditions for the Sale of Goods**

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**General**

These general sales conditions apply to all business to be concluded in future by SELLER with its BUYER. Any conditions suggesting otherwise are ineffective, even if they have not been explicitly contradicted. Any deviations from these general sales conditions foreseen by the BUYER are only effective if SELLER has acknowledged them in writing. Quotations are valid for a maximum of four weeks from the date of issue.

The mailing of SELLER'S price list is not to be regarded as a quotation. SELLER is not obliged to deliver detailed orders on the basis of general offers, circular letters or price lists.

Agreements made face-to-face or over the telephone, and agreements made with SELLER'S representatives face-to-face or in writing are only binding on SELLER, when it has been confirmed to them in writing.

Moulds, tools and fittings are SELLER'S property, even if a contribution to the costs of a mould has been made by, and the proposals and designs for the product to be manufactured have been originated by, the BUYER.

In order to avoid possible damage, the instructions in brochures, user manuals or other product information sheets supplied by SELLER must be strictly adhered to. Warning is expressly given against any use or treatment of the goods going outside the fields of application that have been defined. Warning is also expressly given against any use of the goods outside the contracted territory. It must be ensured that each following buyer (CUSTOMER) or user is in possession of sufficient information. BUYER acknowledges and agrees that SELLER is not responsible and disclaims any liability for any wrong, untrue or insufficient information contained in technical materials, product specifications, sales prospectus, user manuals or any other material produced by the BUYER and handed over or made available somehow or other to the CUSTOMER or user even if the SELLER previously authorized or consented to such materials, since such authorization and consent is limited to the layout (of the goods) and the maintenance of the corporate identity but does not include the content of such materials, which may diverge from materials provided to the BUYER only due to local market conditions. BUYER is obliged to strictly adhere to and may not alter, modify or change the content of the materials provided by the SELLER.

BUYER is aware of the fact that SELLER is obliged to trace back each individual item to the CUSTOMER and/or end user according to SELLER'S Good Manufacturing Practice (GMP). BUYER is obliged to keep records in order to enable the SELLER to trace back each individual item sold to the BUYER. BUYER has to keep such records for a minimum period of ten (10) years commencing on the date of delivery to the BUYER. BUYER shall implement a corresponding system of records with its CUSTOMERS. The BUYER has to take all necessary steps to assist the SELLER so that the SELLER is in the position to find out each individual items current location or to identify each individual user having used each individual item at any time. This obligation survives any termination of any understanding or contract entered into between the SELLER and the BUYER.

**Conditions of delivery**

Delivery is effected on the conditions valid at the date of acceptance of the order.

Delivery is also effected if the BUYER collects the goods from the SELLER'S Premises after the SELLER has notified the BUYER that the goods are ready for collection, or if some other place of delivery has been agreed upon by the SELLER.

Where delivery of the goods is to be made by the SELLER in bulk, the SELLER reserves the right to deliver up to 2 % less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be in the quantity ordered.

If for any reason whatever the SELLER fails to effect delivery on time, the BUYER shall be entitled by notice in writing to the SELLER to fix a reasonable deadline only after the expiry of which the BUYER shall be entitled to terminate the contract. Delays may only be claimed for by the BUYER if the delay in delivery is caused by intention or gross negligence. If the BUYER fails to accept delivery on due date, he shall nevertheless pay the price as if the goods had been delivered. The SELLER shall arrange for the storage of the goods at the risk and cost of the BUYER; if required by the BUYER the SELLER shall insure the goods at the cost of the BUYER.

### **Passing of Risk**

Loss of, or damage to the goods after the risk has passed to the BUYER does not discharge him from his obligation to pay the price. If the contract of sale involves carriage of the goods, the risk passes to the BUYER when the goods are handed over to the first carrier for transmission to the BUYER in accordance with the contract of sale. If the carriage of goods is delayed due to fault on BUYERS part, then the risk passes to the BUYER as from the day the goods were ready to be dispatched. If the contract of sale does not involve carriage of the goods the risk passes to the BUYER when he takes possession of the goods or, if he does not do so in due time, at the time when the goods are placed at his disposal and he commits a breach of contract by failing to take delivery.

### **Retention of title**

SELLER reserves full rights of ownership for all goods delivered until the amounts invoiced have been paid in full. This applies even if the purchase price for some of the BUYER'S designated deliveries of goods has been paid, because the retention of title acts as security for the settlement of the whole amount outstanding. If goods still owned by the SELLER are mixed or merged or incorporated with other goods, then the BUYER is hereby assigning its rights of ownership or joint ownership in the new goods to the SELLER, and must keep them safe, and treat them with due commercial care, on SELLER'S behalf. The BUYER may only dispose of goods still owned by SELLER in the course of normal commercial dealings if it is not in arrears with its payments to SELLER. BUYER is thereby assigning its sales price claims onto its CUSTOMERS from the further sale of the goods to the SELLER, and will make the necessary notes for this to be effective in its accounts or on its invoices and take all steps required by the applicable law to make such assignment effective. Furthermore, in the event of an assignment claim, SELLER is entitled at any time to come to an understanding with the CUSTOMERS. SELLER'S consent to any further disposal, processing or incorporation comes to an end immediately and absolutely, as soon as any proceedings for insolvency are opened on the BUYER'S assets. The SELLER shall on demand of the BUYER release any part of the collateral if the value of the collateral held in favour of the SELLER exceeds the value of the claims being secured. It is the SELLER'S decision to release those parts of the collateral suitable for him.

### **Payment terms**

The price of the goods shall be the SELLER'S quoted price or, where no price has been quoted, the price listed in the SELLER'S published price list current at the date of acceptance of the order. Where the goods are supplied for export from Austria, the SELLER'S published export price list shall apply.

The SELLER reserves the right, by giving notice to the BUYER at any time before delivery, to increase the price of the goods to reflect increase in the cost to the SELLER which is due to any factor beyond the control of the SELLER (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture).

The sums invoiced are due on the date of SELLER'S invoice, and payable free of bank and postage charges within a maximum period of fourteen (14) days from the date of invoice without any deduction. Employees and representatives of SELLER are only entitled to accept payments if they are in possession of a written proxy to collect. No interest is calculated on part payments or advance payments.

Payment shall only be effected by bank transfer to the bank account designated by the SELLER. No cheque or bill of exchange will be considered as fulfilment of the payment obligation. It may be agreed between the parties that the BUYER has to deliver a letter of credit issued by any bank acceptable to the SELLER. Any payments shall be at BUYER'S sole risk and cost. BUYER has only fulfilled its payment obligation when SELLER is in receipt of the payment. Place of performance is Kremsmünster, Austria.

The retention of payments by BUYER or setting them off against counter claims of whatever kind is not permissible under any circumstances.

In the case of a BUYER falling behind in payment, SELLER without prejudice to any other right or remedy available to the SELLER shall, at his discretion be entitled to: (i) cancel the contract or suspend any further deliveries to the BUYER; or (ii) charge the BUYER interest on arrears at the level of 12 % per annum, unless higher costs of procuring credit arise. Furthermore, the defaulting BUYER shall bear all costs arising in connection with the recovery of the invoiced sums outstanding, namely costs of reminders and seeking information, and collection expenses.

In the case of any termination of the contract entered into between the SELLER and the BUYER, the SELLER agrees to supply BUYER the goods for the termination (notice) period granted and/or provided for in the contract so terminated, delivered and priced on the same conditions as during the term of the contract, ONLY ON ADVANCE PAYMENTS AND ONLY IF ALL ARREARS of the BUYER have been paid to the SELLER in full and/or any other claims have been settled with the SELLER. BUYER acknowledges and agrees that it will not be supplied with any goods if BUYER is not in full compliance with this obligation. BUYER thereby waives any claims of damages if SELLER does not supply BUYER with goods according to this provision.

### **Warranty**

The SELLER must deliver goods which are of the quantity, quality and description required by the contract and which are contained or packaged in the manner required by the contract.

Except where the SELLER and the BUYER have agreed otherwise, the goods do not conform with the contract unless they; (i) are fit for the purposes for which goods of the same description would normally be used; (ii) are fit for any particular purpose expressly made known to the SELLER at the time of the conclusion of the contract; (iii) possess the quality which the SELLER has provided to the BUYER as a sample or model; (iv) are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods.

The SELLER is not liable for any lack of conformity of the goods, if at the time of the conclusion of the contract the BUYER knew or could not have been unaware of such lack of conformity.

The BUYER must examine the goods, or arrange for them to be examined without delay. The BUYER loses the right to rely on a lack of conformity of the goods, if the BUYER does not give notice to the SELLER specifying the nature of the lack of conformity without delay after the BUYER has discovered it or ought to have discovered it. In any event, the BUYER loses the right to rely on a lack of conformity of the goods if the BUYER does not give the SELLER notice thereof, at the latest within a period of six (6) months from the date on which the goods were actually handed over to the BUYER.

If the goods do not conform with the contract, the BUYER may require delivery of substitute goods only if the lack of conformity constitutes a fundamental breach of the contract.

The BUYER shall fix an additional period of time of reasonable length for performance by the SELLER of its obligations.

If the SELLER is neither ready, nor able to perform its obligations, the BUYER may (i) reduce the price in the same proportion as the value that the goods actually delivered had at the time of the delivery, to the value that conforming goods would have had at that time; or (ii) cancel the contract. However, if the SELLER remedies any failure to perform the SELLER'S obligations, or if the BUYER refuses to accept performance by the SELLER the BUYER may not reduce the price or cancel the contract. The BUYER loses the right to declare the contract void or to require the SELLER to deliver substitute goods if it is impossible for the BUYER to make restitution of the goods substantially in the condition in which BUYER received them.

### **Liability**

SELLER is liable for its own fault and for that of other parties employed in performing the SELLER'S obligations, but not in the case of minor negligence. No liability is assumed, in so far as legally permissible, even in the case of gross negligence, for the loss of profit owing to delayed or defective delivery, for disadvantages arising from interruptions to operations caused thereby, for transport costs that arise in connection with the replacement of defective goods by faultless goods, for any possible conversion and installation costs, for damages in respect of the handling of objects that are in SELLER'S or BUYER'S care, as well as for any claims lodged by the CUSTOMER(S) or end users against the BUYER.

To the extent that goods are manufactured according to drawings, samples or other BUYER'S documentation that interfere with the commercial and industrial property rights of third parties, the BUYER must indemnify SELLER and hold SELLER free from legal action.

### **Various**

SELLER, and all companies in which it has directly or indirectly a shareholding of at least 50 %, are entitled to offset with and against claims which may or may not be due and payable, including future claims, that the SELLER has against the BUYER and/or that the BUYER has against the SELLER

If, after a contract has been concluded, SELLER becomes aware that the BUYER'S financial situation has deteriorated or that insolvency proceedings have been commenced, such that the orderly fulfilment of the contract is not guaranteed, SELLER can demand payment in advance or financial security against the delivery. If the BUYER does not comply with this demand, then SELLER is entitled to withdraw immediately from the contract.

The place of exclusive jurisdiction agreed for both parties is the relevant competent court in Steyr, Austria. The SELLER shall have the right to bring a claim before a court at the

BUYER'S principal place of business or at the SELLER'S discretion before any other court being competent according to any national or international law.

These General Sales Conditions and all contracts subsequently entered into between the SELLER and the BUYER shall be governed by and construed in accordance with Austrian law. The application of the United Nations Convention and Contracts for the International Sale of Goods and comparable international agreements is ruled out.

These general sales conditions apply to all business to be concluded in future by SELLER with its BUYER unless contractually regulated. BUYER confirms when entering into business with SELLER not to transmit any of its accessible data to third parties. Should any of the BUYERS employees change through service release, SELLER is to be immediately informed so that these employees no longer have access to the SELLERS data. BUYER is also responsible to change its data access passwords at regular intervals.