

Conditions of Sale and Delivery

I. General

1. Unless otherwise expressly agreed in writing, the present General Conditions shall apply.

II. Conclusion of contract

1. The contract is considered as concluded when the Seller dispatches a written order confirmation on receipt of the order.
2. Modifications and amendments to the contract require the written confirmation of the Seller to be effective.
3. The offers of the Seller are without obligation; subject to prior sale.

III. Plans and documents

1. Technical information, data, pictures, illustrations and description of performance are approximate and not binding.

IV. Packaging

1. All prices indicated are for unpacked and unloaded goods ex works Leibnitz.

V. Transfer of risks

1. All goods are considered sold ex works.
2. A delivery is considered as effected when the object of delivery has been handed over to the carrier or forwarding agent. Loading and dispatch are in any case at the risk of the Buyer, even if the conditions of delivery are "carriage paid to" or "free recipient".

VI. Call

1. Goods ordered to be supplied on call are to be delivered and paid as sold after expiration of the calling date without any further notice.

VII. Time of delivery

1. The time of delivery starts on the date of order, unless the Buyer changes the order for delivery.
2. The Seller shall be entitled to carry out partial or early deliveries. The Seller reserves the right to modifications even during the time of delivery. In the case of deterioration of the credit standing of the Buyer, the Seller shall be entitled to rescind in part or in full from the contract.
3. Should the Buyer rescind from the purchase for what reason whatsoever after the order has become legally binding, the Seller shall be entitled to charge a cancellation fee of 10% of the sales price of volume products, and in the case of customised products also the production costs incurred, with any parts already produced being made available to the Buyer.
4. If the Seller causes a delay in delivery (see item XI.), the Buyer is entitled either to demand fulfilment of the order or to rescind from the contract subject to granting an appropriate period of grace. The notice of rescission of the contract shall in any case be made by registered mail addressed to the Seller, in which case the Buyer shall be entitled to reclaim the full amount of any down payments made but without claiming any interest.

VIII. Price

1. All prices are without obligation ex works of Seller; if supply including delivery to Buyer's premises is agreed, prices are without unloading and further handling.
2. All prices indicated are based on the costs at the time

of price quotation. Changes in costs occurring up to the time of delivery shall be credited to or borne by the Buyer.

IX. Payment

1. All payments shall be made exclusively in the sense of the agreed conditions of payment to the Seller.
2. The Buyer shall not be entitled to withhold payment because of warranty claims or other claims not accepted by the Seller.
3. If the Buyer is in delay with agreed payments, the Seller can:
 - a) postpone the fulfilment of his obligations
 - b) extend the delivery time;
 - c) accelerate the due time of the unpaid part of the purchase price, and
 - d) charge interest on payments in arrears as from the due date, or rescind from the contract after an appropriate period of grace.
4. Until all payment obligations have been met by the Buyer, the Seller reserves the title to the object of the delivery contract. In the case of seizure of property of other use, the Buyer is obliged to claim the title of the Seller accordingly and to inform the latter immediately.
5. If payment is not effected on the due date, the usual annual interest on arrears charged by banks shall be charged for each month commenced.
6. In the case of delay in payment any reminder and collection expenses shall be borne by the Buyer.
7. In the case of delay in payment, any discounts granted expire.

X. Warranty

1. According to the provisions below, the Seller shall grant the Buyer – if the latter is an entrepreneur as defined in the Austrian Enterprises Code (Unternehmensgesetzbuch) – a warranty for any defects occurring during the first 12 months of delivery with regard to usability and design of the goods supplied. If the Buyer is a consumer in the meaning of the Consumer Protection Act, the guarantee period shall be 24 months. The Buyer shall give written notice of warranty claims within eight days upon receipt. The inspection report of the factory shall be decisive proof of the defects.

It is expressly agreed that the Seller is liable to the Buyer only for replacement or maintenance of the defective goods (parts). The Buyer shall not be entitled to change or reduction of the purchase price. Claim for indemnification shall only arise from serious default of the manufacturer, but not from consequential harm caused by a defect or other consequential or indirect damage.

The Seller has the option to:

- a) rectify the defect on site;
- b) have the defective good or faulty part returned carriage paid to its works for repair;
- c) replace the faulty or defective parts.

Goods or partial deliveries may only be returned after approval by the Seller with regard to repair or replacement has been obtained. The repair of defects through the Seller shall have no influence on the warranty period.

2. After replacement or repair, the Seller returns goods or parts claimed to be defective carriage unpaid to the Buyer.

3. The Buyer shall not be entitled to demand reimbursement from the Seller for repair of defects carried out by himself.

4. The Seller accepts liability for parts of the goods supplied by subcontractors only to the extent they are covered by warranty claims he is entitled to vis-à-vis his subcontractors.

5. The Seller cannot be made liable by the Buyer for damage caused by the removal or change of the protective devices included in the delivery.

XI. Reasons of release from obligations

1. The Seller can claim reasons of release if after the conclusion of the purchasing agreement, unemployment, elementary damage, mobilisation, seizure, embargoes, strikes and events of Force Majeure occur.
2. Interruptions in the supply of coal, oil, power and input materials – which make it difficult or impossible for the Seller to meet his obligations – shall also entitle the Seller to discontinue deliveries for the time of these interruptions and an appropriate time required to pick up production again, or to rescind from the contract with regard to obligations that cannot be fulfilled.
3. Place of jurisdiction for all disputes arising from this contract, including actions on bill and cheques, shall be Leibnitz, with the Seller being entitled to appeal to any other court as well. Austrian law applies under explicit exclusion of the provisions of the UN Sales Convention.
4. Each purchase order shall be subject to the law of the Seller's country.
5. Place of delivery and payment is the place of headquarters of the Seller, even in cases when delivery or payment is made at another place according to agreement.

XII. Laesio enormis

1. Rescission of the contract for reasons of laesio enormis is excluded by both Parties.

XIII. Deliveries to foreign countries

1. Machines must not be sold to foreign countries without the prior approval of the Seller.

NOTE

If individual parts supplied as standard equipment (protective devices, V-belt pulleys, etc.) are returned, only 50% of the spare part price can be credited. When machines and replacement parts are exchanged, the return delivery must be freight cost paid. Customised parts or products cannot be returned.

XIV. Liability in accordance with the Product Liability Act

The Buyer explicitly waives the claim for damages for property damage suffered in the framework of his company.

If the Buyer sells the object of the contract to a third company he agrees to extend the above waiver in accordance with §9 Product Liability Act to the other entrepreneur. If he fails to do so, the Buyer agrees to hold the Seller harmless and to indemnify him for all costs incurred in connection with a no-fault liability.

If the Buyer himself is made liable in the context of the Product Liability Act, he waives the right of recourse vis-à-vis the Seller.

