

General Terms and Conditions of Sale and Delivery

I. General

1. Unless otherwise expressly agreed by the contracting parties in writing, the present general terms and 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 Seller's written confirmation in order to be effective.

3. The Seller's offers are without obligation; subject to prior sale.

III. Plans and documents

1. Technical data, pictures and performance specifications 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. 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 "free to place of receipt" 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. Term 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 the contract in part or in full.

3. Should the Buyer cancel the purchase – for any 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 for mass-produced goods, and in case of customised products, also the production costs incurred, with any parts already produced being made available to the Buyer in this case.

4. If the Seller causes a delay in delivery (see Section XI.), the Buyer is entitled either to demand fulfilment of the order or to rescind the contract after having granted an appropriate period of grace. The notice of cancellation of the contract shall in any case be made by registered mail addressed to the Seller. In this 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 the 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 to the Seller exclusively according to the agreed terms of payment.

2. The Buyer shall not be entitled to withhold payments because of warranty claims or other counter-claims not accepted by the Seller.

3. If the Buyer is in delay with agreed payments, the Seller may:

- postpone the fulfilment of his own contractual obligations
- resort to an extension of the delivery time;
- accelerate the due time of the unpaid part of the purchase price, and
- charge interest on payments in arrears as from the due date or cancel the contract after an appropriate period of grace.

4. Until all payment obligations have been fulfilled by the Buyer, the Seller reserves the title to the object of the delivery contract. In case of seizure or other use, the Buyer is obliged to assert the Seller's title accordingly and to inform the latter without delay.

5. If payment is not effected on the due date, the usual annual interest on arrears p.a. charged by banks shall be charged for each month commenced.

6. In case of delay in payment, any reminder and collection expenses shall be borne by the Buyer.

7. In case of delay in payment, any discounts granted will be forfeited.

X. Warranty

1. According to the provisions below, the Seller shall grant the Buyer, if the latter is an entrepreneur as defined by the Austrian Commercial 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 as defined by the Consumer Protection Act, the guarantee period shall be 24 months. The Buyer shall give written notice of warranty claims within 8 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 cancellation or reduction of the purchase price. Claims for compensation shall only arise from serious fault on the part of the manufacturer, but not for consequential damage or other collateral damage and indirect damage. The Seller may:

- rectify the defective goods on site;
 - have the defective goods or defective part returned carriage paid to its works for repair;
 - replace the defective parts. Goods or partial deliveries may only be returned after the Seller's approval with regard to repair or replacement has been obtained. The repair of defects through the Seller shall have no effect on the warranty period.
2. After replacement or repair, the Seller returns goods or parts claimed to be defective to the Buyer carriage unpaid.

3. The Buyer shall not be entitled to demand

reimbursement from the Seller for repairs of defects carried out by himself.

4. The Seller accepts liability for parts of the goods supplied by subcontractors only to the extent that they are covered by warranty claims he is himself 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 safety devices included in the delivery.

XI. Reasons for release from obligations

1. The Seller can assert reasons for release if non-employment, damage by the elements, mobilisation, seizure, embargoes, strikes and force majeure events occur after the conclusion of the purchasing agreement.

2. Interruptions in the supply of coal, oil, power and primary 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 the contract with regard to obligations that cannot be fulfilled.

XII. Choice of law and jurisdiction

1. The place of jurisdiction for all disputes arising from this contract, including lawsuits in connection with bills and cheques, shall be Leibnitz. However, the Seller may also have recourse to another court. Austrian law applies to the express exclusion of the provisions of the UN Sale Convention.

2. Each purchase order shall be subject to the law of the Seller's country.

3. For delivery and payment, the place of performance shall be the Seller's headquarters even in cases when handing over is carried out at another place according to agreement.

XIII. Laesio enormis

1. Cancellation of the contract for reasons of laesio enormis is excluded by both contracting parties.

XIV. Deliveries to foreign countries

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

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

XV. Liability in accordance with the Product Liability Act

The Buyer expressly waives claims for damages for property damage suffered by him in the scope of his company.

If the Buyer sells the object of the contract to a third company, he agrees to impose the above-mentioned waiver in accordance with §9 Product Liability Act on the other entrepreneur.

If he fails to impose this obligation on him, the Buyer agrees to indemnify and hold harmless the Seller and to reimburse him for all costs incurred in connection with no-fault liability. If the Buyer himself is made liable in the scope of the Product Liability Act, he waives the right of recourse vis-à-vis the Seller.