



Terms and Conditions of Sale and Delivery

1. Preamble

- 1.1. The Contractor receives orders and sells and delivers exclusively to these terms and conditions. The following conditions apply to all services performed by the Contractor or an official representative under this contract.
- 1.2. Verbally agreed changes or additions to this contract are only effective if they are confirmed in writing by the Contractor.
- 1.3. Business or delivery terms of the Client are expressly excluded for the present legal transaction and the entire business relationship.
- 1.4. All offers are subject to confirmation.
- 1.5. These Sale and Delivery terms and Conditions apply as a framework agreement for all further legal transactions between the contracting parties.

2. Delivery

- 2.1. Delivery is at the expense and risk of the Client.
- 2.2. Partial deliveries are possible.
- 2.3. Complaints of transport damage must be communicated by the Client in writing immediately after receipt of the goods to the shipping company and the Client, however within 8 days at the latest.
- 2.4. Storage actions and storage costs which are necessary for reasons that lie within the sphere of the Client shall be borne by and at the expense of the Client.
- 2.5. Objectively justified and reasonable changes in the performance and delivery obligation of the Contractor, in particular reasonable delivery time overruns, are deemed to have been approved by the Client in advance.
- 2.6. Announced delivery dates, when no firm deal has been agreed, are merely reasonably estimated. Force majeure or other unforeseen obstacles in the sphere of the Contractor or his subcontractors release the Contractor from compliance with the agreed delivery period.
- 2.7. Operational and traffic disruption and improper supply by subcontractors are also considered force majeure and release the Contractor for the duration of the impediment or at the option of the Contractor also definitively from the obligation to deliver, without Contractor claim entitlement arising due to the cancellation by the Contractor.
- 2.8. If the delivery date specified is exceeded by more than 30 days, the Client is entitled, after setting a further minimum 90-day grace period in writing, to cancel the contract. Also, the Contractor may withdraw if delivery is impossible due to force majeure, labour disputes or other impediments that the Contractor cannot avoid, such as transport interruptions or production stoppages. In both cases, the Contractor is only obliged to interest-free refund of received payments.
- 2.9. The Contractor is free to choose the type of shipment of the goods and the means of transport.
- 2.10. Place of performance for delivery and payment is the business seat of the Contractor.
- 2.11. For disputes arising from the contractual relationship with the territorial jurisdiction of the District Court of Hallein or the Provincial Court of Salzburg is considered agreed.

3. Prices

- 3.1. The named prices do not include VAT.
- 3.2. The calculation of prices takes place in EURO.
- 3.3. To calculate the prices, the valid prices on the day of delivery shall prevail.
- 3.4. Should the cost of labour, regulations in the sector or should other costs necessary for the calculation of relevant cost centres or service production change, such as those change for materials, energy, transportation, foreign work, financing etc., the Contractor is entitled to increase or to reduce the prices accordingly.

4. Payment

- 4.1. Invoicing takes place, as far as possible, immediately after delivery.
- 4.2. Payments are due after invoicing without any deductions and free of charge. For partial invoices, the terms for the entire order payment conditions apply analogously.
- 4.3. For orders that include several units, the Contractor is entitled to submit an invoice after delivery of each unit or service.
- 4.4. The Client has no right to withhold payment because of incomplete delivery, guarantee or warranty claims, or complaints.
- 4.5. In case of default by the Contractor default interest is calculated at customary bank rates. In the case of partial payments, on failure to comply with two instalments the Contractor is entitled to enforce non-compliance and to call accepted drafts.

5. Property rights

- 5.1. The supplied equipment and components remain the absolute property of the Contractor until the remaining payment, including Interest and costs. The Client must provide for the proper keeping, maintenance and repair at his own expense during this time. Pledges or chattel mortgaging before complete payment are deemed to be excluded.
- 5.2. If the Client falls short of his obligations under the agreement, the Contractor is entitled to retrieve his property at the expense of the Client at any time, which property the Client undertakes to surrender.

6. Assignment of receivables

- 6.1. For delivery under retention of title, the Client assigns the Contractor his claims against third parties, insofar as these arise through the sale or processing of the goods, until the final payment of the claims payment. The Client has to name his Contractors on request and to inform these in a timely fashion about the assignment. The assignment must be made clear to the purchaser in the company accounts, delivery notes, invoices etc..
- 6.2. If the Client is in arrears to the Contractor, fails to pay the order taker over, sales revenue received by him shall be separated, or the Client is only holding these on behalf of the Contractor. Any claims against an insurer are now assigned to the Contractor within the limits of § 15 Insurance Act.
- 6.3. Claims against the Contractor may not be assigned by the Client without his explicit consent.

7. Cost estimate

- 7.1. The cost estimate is to the best of knowledge, but it no guarantee can be assumed for its accuracy.
- 7.2. All offers are subject to change. The cost of reimbursement of a cost estimate, provided such cost accrues, will be charged to the Client.

8. Reminder and collection costs

- 8.1. In the event of default, the Client is obliged to provide the Contractor with a refund for all pre-litigation costs accrued by him, such as attorney's fees and costs of collection agencies.
- 8.2. If the Contractor operates the reminder system itself, the Client is according to § 458 UGB to pay a lump sum of € 40 for collection costs. This in addition to those otherwise accruing interest and other additional costs.
- 8.3. Moreover, any additional loss, especially the loss caused by the fact that due to non-payment apply correspondingly higher interest rate on its borrowing costs of the



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Contractor shall be reimbursed by the Client, regardless of fault for payment delay.

9. Warranty and liability

- 9.1. The Contractor is obliged under its warranty or liability within 24 months after delivery to correct defects in the contractual items that were present at the handover, at the place of his choice, by repair, free exchange or store credit in exchange for the defective contractual items. This requires a written notice of defect on the part of the Client, which must be given within a reasonable time, but not later than within 14 days after delivery. Other legal consequences of the defectiveness of the contractual items are excluded.
- 9.2. Excluded from the warranty are wear of parts and accessories and repairs due to external influences, such as third-party intervention.
- 9.3. additional warrantee services can be agreed beyond the warranty scope. The present sale and delivery conditions also apply to these services.
- 9.4. The Contractor is liable for damages only if intent or gross negligence can be proven. In any case, liability for consequential damages and financial losses, in particular due to default, impossibility of the service, loss of profit, expected but not been incurred savings, damages resulting from claims by third parties against the Client, indirect damage or damage to recorded data, to the extent legally permissible.
- 9.5. The Contractor must prove the existence of negligence.
- 9.6. The application of the special recourse by the contracting authority according to § 933b ABGB is excluded.

10. Contract withdrawal

- 10.1. In default of acceptance or other important reasons, such as insolvency or bankruptcy rejection due to lack of assets, as well as delay in payment to the Contractor, the Contractor is entitled to withdraw from the contract, provided it has not been fulfilled by both sides in its entirety.
- 10.2. In the event of withdrawal, the Contractor has the option of demanding a lump-sum compensation of 15% of the gross invoice amount or compensation for the actually incurred damages, in the case culpability on the part of the Client.
- 10.3. In case of default, the Contractor shall be released from any further performance and delivery obligations.
- 10.4. If the Client, without entitlement, withdraws from the contract or demands its cancellation, the Contractor has the option of insisting on the fulfillment of the contract or of agreeing to the cancellation of the contract. In the latter case the Client is obliged to pay, in accordance with the Contractor's option, liquidated damages amounting to 15% of the gross invoice amount or the actually accrued damages.

11. Offset

- 11.1. Offsetting of alleged counterclaims of the Client against the claims of the Contractor is excluded, unless this counterclaim is judicially established or recognised by the Contractor in writing.

12. Force majeure

- 12.1. Force majeure or other unforeseen obstacles in the sphere of the Contractor release him from compliance with the agreed obligations. Industrial and traffic disruptions in the area of the Client are considered as force majeure and release the Contractor for the duration of the obstruction of the work to be performed, without the Client entitlement to price reductions thereby arising.

13. Product liability

- 13.1. The Product Liability Act is excluded, unless the claimant proves that the fault has been caused in the sphere of the Contractor and is at least gross negligence.

14. Jurisdiction and applicable law

- 14.1. Unless otherwise agreed, the usual statutory provisions between companies apply.
- 14.2. For possible disputes the local jurisdiction of the competent court for the seat of the Contractor is agreed.
- 14.3. Austrian law applies exclusively. The applicability of UN sales law is excluded.

15. Privacy and Change of Address

- 15.1. The Contractor gives his consent that the personal data contained in the purchase contract may be stored and processed in automatically protected form, in performance of the contract by the Contractor.
- 15.2. The Client is obliged to provide the Contractor with changes his residential or business address as long as the legal transaction has not been fulfilled by both parties. If such notification is not given, declarations shall also be deemed to have been received if they are sent to the last known address.

16. Final provisions

- 16.1. If individual provisions of these Terms are invalid or ineffective, the validity of the remaining provisions shall not be affected.