

# General Terms and Conditions of Business

## 1. Applicability

- 1.1. These General Terms and Conditions of Business shall apply to legal transactions between us as the seller and the buyer, respectively, for the supply of goods and correspondingly also for the rendering of services.
- 1.2. For software the software terms and conditions issued by the Fachverband der Elektro- und Elektroindustrie Österreichs (Professional Association of the Electrical and Electronic Industry in Austria) shall primarily apply.
- 1.3. Deviations from those conditions mentioned in clause 1.1 and 1.2 shall only become effective by means of written acknowledgement of the seller.

## 2. Offers

- 2.1. Offers by the seller shall be considered subject to confirmation.
- 2.2. All documents relating to the offer and the project may not be duplicated without the consent of the seller, nor may they be made available to third parties. They may be recalled at any time and should be returned to the seller without delay in such case where the supplies are ordered from another party.

## 3. Conclusion of Contract

- 3.1. The contract shall be deemed to have been concluded when the seller has sent a written confirmation of the order or delivery following receipt of the purchase order.
- 3.2. Those details given in catalogues, prospects and the like as well as any other written or verbal utterances shall only be deemed applicable where these have been expressly referred to in the order confirmations.
- 3.3. Any subsequent changes or amendments to the contract shall require written confirmation by the seller in order to be valid.

## 4. Prices

- 4.1. Unless this has been agreed on otherwise, all prices shall remain subject to confirmation, i.e., they may be changed without prior notice in the case of changes to the order. The legally prescribed sales tax at the currently applicable rate, and all other fees, taxes, customs duties, or other levies incurred at the time of the delivery shall be borne by the buyer. The same applies to packaging costs, transport costs, and the costs of transport insurance. Packaging will only be taken back where this has been expressly agreed upon.
- 4.2. In the case of an order deviating from the complete package offer, the seller shall be entitled to adjust the price accordingly.

4.3. Costs for issuing repair quotations or for appraisals will be invoiced to the buyer.

## **5. Delivery**

5.1. The term of delivery shall commence as of the latest of the following times:

- a) Date of the order confirmation
- b) Date of the fulfilment of all technical, commercial, and other requirements incumbent on the buyer
- c) Date on which the seller receives a down payment or deposit prior to the delivery of the goods.

Non-adherence to the term of delivery does not entitle the buyer to rescind the order or to assert any claims due to delay, non-delivery, or late delivery.

5.2. Any official permits or permits required by third party such as for the construction of equipment are to be obtained by the buyer. Where such permits are not obtained in due time, the term of delivery will be extended accordingly.

5.3. The seller is entitled to carry out partial or prior deliveries and to invoice these. Where on-call delivery has been agreed upon, the goods shall be considered to have been called on at the latest one year following the order.

5.4. Insofar as any unforeseen circumstances or circumstances outside of the control of either party occur, such as all cases of force majeure, which hinder the adherence to the agreed delivery dates and terms of delivery, this will be in any case extended by the duration of such circumstances; these include, but are not limited to: armed disputes, official interventions and prohibitions, transport and customs delays, transit damage, energy and raw material shortages, labour disputes, and the loss of a major sub-supplier who is difficult to replace. The aforementioned circumstances also entitle the affected party to extend the term of delivery where such circumstances occur to sub-suppliers.

5.5. The forwarding of the goods once sold shall always take place at the risk of the buyer.

5.6. Where the buyer does not collect the goods at the agreed location within the agreed period for collection, the seller is entitled at his own discretion to either withdraw from the contract or to demand the immediate payment of the goods, in the latter case the goods shall be held in storage at both the expense and risk of the buyer. The seller's right to compensation for damages, in particular for loss of profits, shall not be affected thereby in any case.

## **6. Transfer of Risk and Place of Payment**

6.1. Use and risk shall be transferred to the buyer as of the dispatch of the delivery from the factory or warehouse, this being independent of the agreed price arrangement for the delivery. This also applies where the delivery has taken place in the context of an installation or where the transport has been carried out or organised and conducted by the seller.