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§ 1: General – Scope

(1) These conditions of sale are applicable exclusively to legal transactions between ourselves and companies or legal entities under public law for the delivery of goods and analogously for the rendering of services. We shall not accept any terms and/or conditions of a customer that contradict or deviate from our conditions of sale unless we have expressly given our approval to their applicability in writing. Our conditions of sale shall also apply when we make delivery to the customer without reservation in full knowledge of the conditions of the customer that contradict or deviate from our conditions of sale.

(2) All stipulations between us and the customer in order to implement our agreement with the customer are laid down in writing. Amendments to the agreement and any intention to depart from the written form requirement shall be made in writing.

§ 2: Offer – Offer documents

(1) If the order is to be qualified as an offer to conclude a purchase contract, we may accept this within 2 (two) weeks by sending an order confirmation or by delivering the ordered products within the same period of time.

(2) Our offers are no obligation and non-binding, unless we have explicitly described them as binding. This also applies to the configuration of our products in our product configurator.

(3) We reserve all rights of ownership, copyright and other protective rights to illustrations, drawings, calculations and other documents. This also applies to such written documents described as “confidential”. The customer must obtain our express written permission before forwarding such information to third parties. The return of these documents may be requested at any time should the order be placed elsewhere. Furthermore, they shall only have a bearing on the conclusion of contract when explicit reference is made to them in the order confirmation. We reserve the right at all times to make amendments to the technical specifications of our products that serve further technological development.

§ 3: Prices – Payment terms

(1) Unless noted otherwise in the order confirmation, our prices are “EXW unpacked acc. to Incoterms 2010”, exclusive of packing and shipping; these will be invoiced separately.

(2) Our prices are exclusive of statutory VAT, which will be indicated separately on the invoice at the statutory rate applicable on the invoice date.

(3) The deduction of any cash discount shall require a separate written agreement.

(4) Unless noted otherwise in the order confirmation, the net purchase price (without deduction) is due for payment in full upon receipt of the invoice. The statutory rules regarding late payment shall apply. We are entitled to bill the customer for reminder fees and/or legal costs associated with the pre-litigation assertion of our claims.

(5) The customer shall have the right to offset its counterclaims only when they are finally established by a court, undisputed or acknowledged by us.

§ 4: Delivery

(1) Delivery dates or lead times that are not explicitly agreed as binding shall be exclusively non-binding indications.

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(2) The commencement of the lead time indicated by us presumes clarification of all technical issues. Furthermore, compliance with our delivery obligation presumes prompt and proper fulfilment of the customer's obligations. Third-party approvals, whether official and/or required for the implementation of systems, shall be obtained by the customer. Should such approvals not be obtained in good time, the lead time shall be extended accordingly. The right to invoke non-fulfilment of the contract remains reserved by us.

(3) If the customer is in default of acceptance or culpably violates other obligations of co-operation, we shall be entitled to demand compensation of losses incurred to date, including any additional expenditure.

(4) If the prerequisites of sec. (3) are given, the risk of any accidental demise or worsening of the purchased object shall transfer to the customer at the time at which the customer defaults on acceptance or its debts.

(5) In accordance with statutory provisions, we are liable to the extent that a delayed delivery is based on an intentional or grossly negligent violation of the contract for which we are at fault; such fault on the part of our representatives or vicarious agents shall also be attributable to us. If a delayed delivery is not based on an intentional or grossly negligent violation of the contract, our liability for compensation shall be precluded. Moreover, the limitations of liability laid out in § 7 of these conditions of sale shall apply.

(6) We are entitled to make partial deliveries and render partial services, if this is reasonably acceptable for the customer. If such partial deliveries or services are invoiced, the corresponding part payments shall become due immediately upon receipt of the invoice.

§ 5: Warranty

(1) In compliance with the agreed terms of payment, we undertake in accordance with the following conditions to rectify each fault that impedes the ability of the product to function at the time of transfer, subject to such fault being due to an error in the construction, material or design.

(2) Claims for defects and all other claims resulting from a defect require that the customer has complied with its statutory obligations of examination and notification of defects. Where we identify a defect, we shall, at our sole option, make rectification either by eliminating the defect or delivering a non-defective item (replacement delivery).

(3) The warranty period is 12 (twelve) months from the date of delivery, unless special warranty periods are agreed for individual delivered items.

(4) The warranty does not cover defects caused by installation and assembly not performed by us, insufficient equipment, failure to comply with the installation requirements and conditions of use, stressing the parts beyond the limits specified by us, negligent or improper handling, and use of unsuitable operating materials. The same shall apply to damage that can be traced to the actions of third parties, to atmospheric discharge, excess voltage and chemical influences. Furthermore, the warranty shall not apply to parts that are subject to normal wear and tear. The warranty shall also expire immediately should the customer or a third party make modifications or repairs to the delivered items without our express permission.

(5) The statutory presumption of defectiveness is precluded.

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§ 6: Retention of title

(1) We reserve the right to ownership of all goods delivered by us until full payment of the invoiced amounts plus costs and interest has been received.

(2) In order to secure our claim to the purchase price, the customer hereby assigns to us its claim arising from any resale of goods under the retention of title, even if these have been further processed, transformed or mixed. We accept this assignment. The customer is entitled to have access to the goods under retention of title for resale with deferment of the purchase price only on the condition that it notifies the second purchaser about the assignment of collateral at the same time as reselling the goods or makes a note of the assignment in its business records. Upon our request, the customer shall notify us of the assigned claim and its debtor and provide us with all information and documents necessary for collecting the claim and notify the third-party debtor about the assignment. In the case of pledging or other utilisation by a third party, the customer undertakes to draw attention to our right of ownership and to notify us without delay.

§ 7: Liability

(1) In general terms, we are liable for all damage outside the scope of application of the Product Liability Act and subject to sec. (3) only in the event of intent or gross negligence within the scope of statutory regulations. In such cases, overall liability shall also be limited to a total of 50% of the net order value.

(2) Our liability for slight negligence as well as subsequent damage, pure property damage, indirect damage, criminal damage, production failure, financing costs, costs for replacement power, loss of power, data or information, lost profit, unachieved savings and damage from third-party claims is precluded.

(3) However, even in the event of slight negligence, we shall be liable for damage arising from injury to life, limb or health as well as the violation of an essential contractual obligation; in this case, however, our liability shall be limited to the replacement of foreseeable, typically occurring damage.

§ 8: Privacy

(1) The personal data disclosed by the customer during the preparation of the offer will be processed by us in compliance with the applicable legal provisions regarding data protection for the purpose of fulfilling the contract.

§ 9: General information, jurisdiction, applicable law, place of performance

(1) Should individual provisions of the agreement or these general conditions be ineffective, the effectiveness of the remaining provisions shall not be affected. The ineffective provision shall be replaced by a valid provision that most closely approximates the intended business purpose.

(2) The competent court for commercial matters in Vienna, Austria shall decide all disputes, claims or controversies with any customer with its residence or registered seat within the European Union (EU) which arise from the agreement, including those regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination.

(3) All disputes, claims or controversies with any customer with its residence or registered seat outside of the European Union (EU) arising out of, relating to, or in connection with the agreement,



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including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by one or more arbitrator(s) appointed in accordance with said rules. However, the Emergency Arbitrator Rules of the ICC effective as of January 2012 and the Expedited Procedure Provisions of the ICC as of March 1, 2017 shall not apply. The exclusive place of arbitration shall be Vienna, Austria, and the proceedings shall be conducted in English language. The arbitration ruling is final and legally binding, and can be enforced at any competent court.

(4) Alternatively to subsections (2) and (3) above we are in any case entitled to file any law-suit and/or initiate any court proceeding in connection with the agreement before the competent state courts at the customer's place of residence or registered seat.

(5) The Parties agree that all matters relating to or resulting from this Agreement shall be exclusively governed by the laws of Austria, except for (i) its conflict of laws provisions and (ii) for the UN Convention on Contracts for the International Sale of Goods.

(6) Our company's registered seat applies as the place of performance for delivery and payment, even if the transfer of the goods takes place at another place in accordance with this contract.