

**GENERAL SUPPLY AND BUSINESS
TERMS AND CONDITIONS
(Version of 01.01.2007)**

1. Scope of Validity

- 1.1 These Business Terms and Conditions form an integral constituent part of any offer or quotation from GOT and any contract concluded with them. General Business Conditions of any nature whatever which are in contradiction with these Conditions shall be deemed not to be applicable and shall be without legal effect.
- 1.2 Any deviations from these Conditions shall only take effect if expressly agreed to by the Contracting Parties in writing.

2. Quotations

- 2.1 Quotations from GOT are in principle open to review.
- 2.2 Quotation documents may not be duplicated or made accessible to third parties without the agreement of GOT. GOT reserves the rights of proprietorship and copyright to these documents. Their return may be demanded at any time.

3. Concluding of Contract

- 3.1 The contract shall be deemed to be concluded when GOT, on receipt of the order, has issued a written confirmation of order or has dispatched a consignment.
- 3.2 Irrespective of such a written confirmation of order or of dispatch, master orders which have been accepted (volume contracts with agreed time deadlines for the call-offs to be effected) shall represent legally-binding orders to GOT, which shall lead to a payment obligation on the part of Purchasers.
- 3.3 The information contained in technical documents, and descriptions contained in public utterances from the suppliers or the manufactures, in particular in publicity or in information accompanying the item, shall only be determinant if reference to this is expressly made in the order or confirmation of order.
- 3.4 Subsequent amendments or supplements and ancillary agreements shall only be deemed effective if set forth in writing.
- 3.5 In the event of taxes and other levies being incurred in the country of the Purchaser in connection with the delivery, these are to be borne by Purchasers.

4. Prices

- 4.1 The prices shall be deemed to apply, unless agreed otherwise, as ex works or ex depot GOT, exclusive of packing, loading, assembly or installation, insurance, and Value Added Tax.
- 4.2 Prices are based on the costs at the time of the concluding of the agreement. In the event of increases in the costs of materials occurring between the concluding of the individual contract (issue of the master order) and the performance of the service, or circumstances incurring additional performance services or additional costs, which are not within the sphere of influence of GOT, then subsequent prices shall be increased accordingly, unless a period of less than 2 months pertains between the issue of the order and the performance of the service.

5. Deliveries

- 5.1 Unless a fixed deadline is expressly agreed, delivery deadlines are always non-binding. The delivery deadline period begins with the date of the confirmation of order. In the event of deliveries against letters of credit, the delivery deadline period shall begin with the date of the opening of the letter of credit.
- 5.2 The delivery deadline shall be deemed to have been met if, by the time of its expiry, the consignment has left the works or readiness for dispatch has been notified.
- 5.3 GOT shall be entitled to carry out part deliveries and to invoice them.
- 5.4 In the event of delivery being delayed for reasons beyond the control of the parties, such as labour disputes, fire, seizure, or embargo, a reasonable extension to the delivery period shall be deemed to have been agreed.
- 5.5 GOT shall not be deemed liable for non-culpable delay in delivery or delivery caused by negligence. In such a case, Purchasers shall waive the right to withdraw from the contract or to pursue claims for compensatory damages. In the event of GOT being culpable for the delay in delivery on grounds of at least gross negligence, Purchasers shall be entitled either to demand fulfilment, or to withdraw from the contract after setting an appropriate subsequent period of grace. In the case of special items of manufacture, consideration must be given when setting the subsequent period of grace to the fact that GOT will not be able to make use elsewhere of parts which are already undergoing processing.
- 5.6 In the event of Purchasers not accepting the contractually ordered goods at the contractually agreed location or at the contractually agreed time, GOT shall be entitled either to demand fulfilment, or to withdraw from the contract after setting an appropriate period of grace for acceptance to take place.
- 5.7 Dispatch shall always be effected, including as carriage paid, for the account and risk of Principals. With handover of the goods ordered by Principals to the freight transporters (Post, railway, aircraft, ship, or forwarding agents), GOT shall be deemed to have fulfilled their contractual obligations, and risk shall be transferred to Purchasers.

The choice of means of dispatch shall be incumbent on GOT and deemed approved by Purchasers beforehand.

6. Payment

- 6.1 Unless agreed otherwise in writing, payment is to be effected within 30 days net to the payment reception facility indicated by GOT.
- 6.2 Purchasers shall not be entitled to retain payments due to claims under guarantee or other counter-claims not acknowledged by GOT.
- 6.3 In the event of Purchasers falling into arrears with an agreed payment, GOT shall be entitled:
- To insist on the fulfilment of the contract;
 - To postpone the fulfilment of their own obligations until receipt of the outstanding payments;
 - To charge arrears interest from the due date for payment in the amount of 1 % plus Value Added tax;
 - To invoice pre-proceedings costs, in particular reminder costs and attorneys' costs.
- 6.4 Any rebates or discounts granted shall be subject to postponement in step with the receipt of payment in full.
- 6.5 In the event of agreed current-account offsetting, Article 1416 ABGB (General Civil Code) shall not apply. Payments by Purchasers may, to the choice of GOT, be offset against any liability owed by Purchasers.
- 6.6 Until payment has been effected in full, the goods supplied shall remain the property of GOT. In the event of onwards sale (including after further processing), Sellers shall undertake to assign to GOT their claim arising from the further sale in order to provide surety for the sale price claim, and to record this in their accounts accordingly. Sureties in accordance with Article 1170b ABGB are to be demanded by Purchasers in good time and pledged to GOT by separate declaration (to serve as surety).

7. Guarantee

- 7.1 GOT shall provide guarantee for the objects of purchase being free of defect or deficiency in principle for a period of one year. The guarantee shall be put into practice at the discretion of GOT either by repair of the object of purchase, replacement of the defective parts, replacement, or reduction of price. The right of Purchasers to repudiation of contract shall be waived by mutual agreement. The replaced parts shall pass into the ownership of GOT. Wages and costs incurred for installation and dismantling shall be borne by Purchasers. This shall apply in the same manner to all guarantee agreements. Purchasers shall expressly waive, for themselves and their successors in law, the pursuit of damages caused directly or indirectly by the deficiency of the object of purchase as a result of simple or gross negligence (deficiency damages or consequential deficiency damages) and loss of profits. No extension of the term of the guarantee shall be incurred by the rectification of the deficiency.
- 7.2 Purchasers shall be obliged to examine the goods delivered forthwith. Claims under guarantee shall only be admitted if the deficiencies arising are notified in writing forthwith, and at the latest within 5 working

days. Oral or telephone notifications shall not satisfy the obligation to notify deficiencies. In the event of notification not being effected in good time, claims for compensation for consequential damages shall also be null and void.

Article 377, Para. 5 UGB (Commercial Code) shall not apply in the event of an instance of minor negligence or barely gross negligence. In such cases, Purchasers shall waive the right of benefit of discussion. The guarantee obligation on the part of GOT shall apply only to defects or deficiencies which arise if the specified conditions for assembly, installation, and operation have been respected. It shall not apply in particular to defects or deficiencies which have been incurred as a result of repairs or alterations carried out by purchasers or third parties without the written agreement of GOT.

- 7.1 The special recourse in accordance with Article 933 b ABGB is only possible within the statutory guarantee periods of grace of Article 933 ABGB. Precondition for recourse in accordance with Article 933 b ABGB is the fulfilment of the obligation of notification of Article 377 UGB in accordance with Point 7.2.

8. Liability

- 8.1 GOT shall only be liable for damages outside the scope of the Product Liability Law inasmuch as wilful or gross negligence can be proven, within the framework of the provisions of the law. Liability for minor and *barely gross* negligence, for compensation for consequential damages, for economies and savings not achieved, losses of interest, and third-party claims for compensation shall be excluded.

In the event of any of the conditions failing to be respected with regard to assembly, installation, and operation, or any approval conditions by public authorities, any claims for compensation shall be excluded.

- 8.2 Application of Article 934 ABGB is excluded (Art. 351 UGB).

9. Transfer of Ownership of Company/Opposition

- 9.1 In the event of transfer of ownership of Purchasers' company, GOT expresses its opposition in advance to an (automatic) assumption of the contractual relationships by the acquiring party. Such assumption shall require separate agreement (subject to reservation of the use of the written form).

10. Court of Jurisdiction and Applicable Law

- 10.1 It is agreed in respect of any disputes arising directly or indirectly from this contract that the court of jurisdiction shall be the court of Klagenfurt with material jurisdiction in each case.
- 10.2 Austrian law shall apply to all contractual relationships, with the exception of the uniform UN Purchasing Law (UNCITRAL) and of international private law.