

### General:

These General Terms and Conditions apply to any legal transaction between businesses. Should, as an exception, legal transactions with consumers in the sense of §1 section 1/2 of the Consumer Protection Act (Konsumentenschutz-Gesetz BGBL. 140/79) be the basis, these General Terms and Conditions only apply to the extent as they do not contradict the stipulations of the first main part of this Act.

For all deliveries, services and offers of our business and any payments to us, the following Terms and Conditions apply without exception. Any differing individual agreements require written form and then apply solely for the respective legal transaction they refer to, not any follow-up transactions.

Compliance with the contract on our part cannot be interpreted as approval of any contractual conditions differing from our Terms and Conditions.

Differing procurement terms and conditions of customers are only valid if confirmed by us in writing. With the acceptance of the goods the customer accepts our General terms and Conditions under exclusion of his/her own procurement conditions.

Customers can view the General Terms and Conditions at any time in our office and/or on our homepage under [www.steyr-werner.at](http://www.steyr-werner.at) and can also be submitted to customers electronically or by regular mail service upon request.

Modifications of the General Terms and Conditions shall be deemed approved and shall apply to existing contracts unless the customer withdraws from the contract within three months after notification of the new Terms and Conditions and notifies us of the legal implications accordingly. This notification can be effected in writing either electronically or by regular mail.

### 1. Order acceptance/conclusion of contract:

The acceptance and order of goods shall be validated through order and confirmation of such order. The content of the order confirmation shall be material for contractual terms and conditions regarding delivery and performances; in case of lack of such order confirmation, the content of the delivery note and/or invoice shall be material.

### 2. Delivery:

The customer bears the risk and the costs for delivery of the goods. We reserve the right to determine the type and routing of any deliveries made, subject to limitations of liability. We gladly take out transport insurance on behalf of our customers and at their expenses.

Even in those cases where we agreed to send the goods to the customer, the customer bears the risk once the goods leave our warehouse. The same applies to goods made available and which have not been called or picked up or if the delivery was delayed upon the customer's request.

In case the goods are being sent as agreed, they will be packed as usually suitable for such type of sending. The outer packaging will be invoiced at cost price and will not be taken back, except for EURO pallets. Any other packaging delivered to the customer is subject to ARA in full.

If a special kind of transportation is agreed, these services will be rendered and organised and the resulting additional costs shall be

borne by the customer. If the customer has not chosen any specified type of delivery, we will choose a suitable means of transport. The customer herewith explicitly agrees to the transport via carriers, cargo haulers, train services or the mail services.

If the place of delivery or performance is abroad, the delivery/performance will also be at the customer's expenses. Further, the customer is responsible for customs and excise, tax and insurance respectively. The customer shall also pay for all permits and approvals as required by law both for the export from Austria and the import into the foreign state and to make the necessary declarations.

If no place of delivery/performance has been agreed at the time of concluding the contract we shall have the right to deliver or perform at the headquarters or any other branch of the customer.

If the customer has not accepted the goods at the place of delivery (default in acceptance) we shall have the right, but not the obligation, to withdraw from the contract after an appropriate time period after notification and setting a grace period (at least 10 days), including any other contracts, and to dispose of the goods in another way. Further, we have the right to insist on fulfilment of the contract. In the case, the customer shall bear any costs of delivery as usually applicable.

Any delivery terms and dates stated by us are not binding and subject to unrestricted transport possibilities and full, correct and timely delivery to ourselves.

The delivery term starts with the order confirmation, the assembly or repair term with the handover of the appliance, however, the term does not start running from the time the customer submits the documents, permits or transfers the advance payments. The delivery is deemed fulfilled at the time the goods to be delivered leave the works or the branch effecting such delivery or if we have communicated our readiness to deliver.

The terms shall be prolonged in case of any hindrance outside our power, e.g. act of god, delays at customs, transport damages, interference by authorities or default by a material, difficult to replace supplier etc. We will communicate the start and end of any such hindrances as soon as we learn of them. We have the right to withdraw from the contract in case of such hindrances. We reject any obligations or claims for damages of any kind, especially penalties for delayed deliveries.

We have the right to deliver in part or in advance and to invoice such deliveries. In case the delivery is agreed upon call, the goods shall be deemed called six months after order at latest.

In regard to the measurements stated for our deliveries we reserve the right to discrepancies as reasonably accepted in the industry unless we have explicitly confirmed certain measurements.

In case of custom made goods and mass-produced goods for the customer, deviations of the order of up to 10% shall be acceptable and will be considered in the invoice.

### 3. Prices:

Prices for deliveries are valid for the day of ordering ex works or ex the delivering branch respectively but without VAT, packaging and delivery costs excluding any written agreements to the contrary.

Our offers are subject to confirmation and not binding. We reserve the right to bridge-over purchases.

In case prices in the order confirmation deviate from those in our catalogue, leaflets or other material, those of the order confirmation shall be binding.

Increase in material and costs, price increases by our suppliers, raised taxes and charges or increased prices through act of god shall give us the right to adjust our prices accordingly. In case costs relevant to the price calculation such as those for third party performance, raw material etc. rise we shall have the right to adjust our prices accordingly and the delivery prices valid for that particular day will be invoiced. All prices are indicated in Euro. In case the exchange rate for the Euro in regard to the foreign currency changes by more than 4%, we shall have the right but not the obligation to adjust our prices.

We charge the current hourly rates and prices for materials as valid when terminating our works; times for travelling and waiting shall be deemed working times. We charge a surcharge for overtime and working during nights, Sundays and bank holidays. Any costs for travelling including expenses and overnight charges shall be invoiced separately.

In addition to the pro rata transportation costs, we charge a supplement charge of € 9 for any orders with value under € 100. A minimum order value of € 15 applies for any seals not usually in storage.

Any discounts granted will be null and void in case of bankruptcy or settlement. In this case, the purchase price is the basic price or list price even though net prices might have been agreed.

### 4. Terms of payment:

Unless otherwise provided, the following payment terms apply: Payments are due within 14 days from the day of invoice without any deductions. We reserve the right to offset payments with receivables on part of the customer in full or in part.

A payment shall be deemed received on the day that we can dispose of it.

Any discounts or bonuses are subject to the timely payment of the full amount as per invoice.

The maturity of any payment shall not be affected by the claim for warranty, damages, product liability or any other claim. Neither has the customer the right to withhold or set off any payment in relation thereto. Claims against us from other business transactions can only be set off against payments after a court sentence has been issued or we have acknowledged such claim.

Part deliveries and performances will be invoiced immediately and shall be due for payment individually each.

Any agreements regarding instalment payments shall only be valid as long as such payments are made. In case of default we reserve the right to request immediate payment of the remaining amount.

In case such agreements regarding instalment payments are not honoured, we have the right to request cash payment without taking any maturity dates for L/C payments into consideration.

In case of payment in arrears the customer undertakes to pay default interest of at least 1% per months from the day of maturity to the day of payment; the customer shall also bear any costs for debt collection agencies.

If the customer does not pay or insolvency proceedings have been initiated regarding the assets of a customer, or in case of apparent financial difficulties, the remaining amount shall be due in full, even in case of a L/C with a later maturity date. In case the remaining money is not paid immediately, we shall have the right to request the return of the object to the business transaction without any right of retention.

In case of payment in arrears we can request freight collect or cash payment for any other performance. Any interests arising from L/Cs or discounts or any other additional costs resulting from the delayed payment shall be borne by the customer. If a L/C accepted by us is protested, the entire payment by the issuer of the L/C shall become due.

It is agreed that any payments made on our part are subject to our counterclaims.

### 5. Conditional sale:

We reserve the ownership right in any goods delivered until payment has been made in full including interest and any costs resulting from the respective business transaction. We have the right to request the return of any goods if bankruptcy proceedings have been initiated regarding the assets of the customer or if settlement has been reached in or out of court or generally if a bad financial status has developed or was made known to us. In case third parties dispose of goods subject to conditional sale – especially in case of pledges – the customer undertakes to indicate our ownership rights in such goods and shall notify us immediately in writing.

The return of goods can further be requested if the customer is in arrears with payments or has violated the General Terms and Conditions in any other way. Request to return the goods or acceptance of returned goods shall be deemed as withdrawal from the purchase contract if stated so by us in writing. Until all payments have been made in full, the customer is responsible for any goods delivered or services rendered by us including fire, theft and other damages.

In case our goods have been processed, mixed or in any other way connected to other materials we shall have joint ownership rights in the new products in the relation of our goods to other materials therein.

### 6. Warranty/product liability/damages/obligation to inspection and notification:

We give a warranty for all goods sold by us within six months after delivery in case of material or manufacturing defects that were present at the time of the transfer of risk. For all those parts of the goods that have been obtained by third parties, we shall be liable in the scope of the warranties given to us by our suppliers. Any warranty rights are subject to compliance with all contractual obligations on

part of the customer.

The customer undertakes to have only authorized experts handle our appliances and goods in order to prevent any risks and to adhere to any existing regulations, technical guidelines and operating manuals.

The object to the contract can only offer such security, as can be expected based on delivery notes, technical specifications, operating manuals etc.

We will meet all warranty claims of our customers as we see fit, either through improvement, repair or exchange within a suitable time frame. The customer has the right to reduce the price or withdraw from the contract only if no improvement, repair or exchange can be effected within a suitable time frame. In case of a minor defect withdrawal shall be excluded. We are not liable for the suitability of our goods for the purpose intended by the customer. The same applies to visual variations not affecting the orderly use of the goods.

In the sense of §§ 377 ff UGB, the customer shall inspect the goods after receipt regarding the orderly business transaction, at least within a period of four days after transfer of risk. Any detected defects shall be communicated to us in writing within a suitable timeframe, but within 14 days after detection at latest, stating the type and extent of such defect and the exact article and article number, the date, the delivery/performance, and the date and number of the invoice. Any hidden defects must be communicated within a suitable time but at least 14 days after detection with the above details as well.

The notification about a defect is deemed received when arriving at our premises. If a defect is not communicated in time or not communicated according to above-detailed specifications, the goods are deemed accepted and any claims on part of the customer for whatever legal reason shall be excluded (except for claims resulting from consequential damage).

In addition, any claims by the customer shall be excluded if the goods are not stored, used or processed as appropriate or have been connected to unsuitable parts. Any goods subject to objections shall be returned to us after notification.

If possible, the customer shall give us the opportunity to inspect any defects including viewing the documentation. Defects of individual, but independent parts shall not give the right to withdrawal from the contract as a whole or reduction of the full invoice amount.

Any further claims by the customer or on part of third parties for indemnification of any kind shall be excluded unless the damage is the result of intent or gross negligence.

The obligation to replace goods as per the Product Liability Act in regard to damages including any rights to indemnification shall be excluded unless an end-user is involved.

If the delivered goods were custom-made based on specifications, drawings or models submitted by the customer, our liability shall not include the correctness of the construction but only that the goods were manufactured according to those materials and explanations of the customer.

In case third parties claim damages based on drawings, samples, models or any other documentations by the customer, the customer shall be liable.

#### **7. Materials for the manufacturing of goods:**

Any sample, model, drawing, cliché, photo or any other materials for the manufacturing of the goods shall remain in our property over which we can dispose any time. The materials shall only be used for the execution of our orders and shall not be made available or handed over to third parties.

#### **8. Purchase returns**

Returns require our approval and are subject to conditions for every individual case. Goods returned on grounds of an error when ordering or any other circumstances outside our power can be returned subject to our approval; however, an administration fee of 20% of the invoice amount will be withheld. Goods with a value up to € 7 (excluding VAT) shall not be accepted. Returns must be received within four weeks after delivery. The delivery note number or the invoice number must be stated to facilitate a credit entry. Only goods in their original packaging can be returned or exchanged. Any custom-made or separately ordered goods (any goods not in storage) or tailored goods cannot be returned.

Cancellations of an order in full or in part are not possible. Should we accept the cancellation of a contract under extraordinary circumstances, the customer undertakes to pay a cancellation fee in the amount of any expenses but at least 20% of the order value.

#### **9. Data security, change in address, property rights**

The customer agrees that any personal particulars in the purchase contract will be stored and processed automatically. The customer shall inform us about any change in address as long as the business transaction is still in progress. Otherwise, any notifications are deemed received when sent to the last known address.

Any samples or images remain always in our property. The customer shall not have any user or other property rights.

#### **10. Use of data for marketing purposes**

The customer explicitly agrees that the data can be used for marketing purposes for our products, especially for the improvement, further development or internal need analysis.

#### **11. Salvatorian clause**

In case individual clauses of these General Terms and Conditions are or become invalid, ineffective or legally contestable, this shall not affect the remaining clauses. The remaining clauses will then be interpreted and/or complemented as to insure the economic purpose of the original clause. The same applies to any potential loopholes in the contract.

#### **12. Venue, jurisdiction**

Venue is our plant or the delivering branch. Austrian law applies exclusively. The application of the UN Purchase Rights is explicitly excluded. The parties to the contract agree to Austrian jurisdiction. Exclusive jurisdiction is either Vienna or Linz, at our discretion.