

## I General; Scope

(1) These General Terms and Conditions (GTC) shall apply to all commercial relations with our customers (hereinafter: „Customer“) for the supply of goods (hereinafter „Goods“) and Services (e.g. assembly, development, etc.) (hereinafter: „Services“) regardless of whether or not such are produced by us or (in part) are purchased from suppliers (§§ 1053 et seq., 1166 ABGB (Austrian Civil Code). The GTC shall apply only if the Customer is a trader in terms of § 1 KSchG (Austrian Customer Protection Act), a legal person of public law or a special public law asset.

(2) These GTC shall apply in their respective latest version as a frame agreement for all future contracts concerning Goods and/or Services with the same Customer without any need for us to refer again to such expressly in each individual case.

(3) Our GTC shall apply exclusively. Any general conditions of the Customer at variance or supplementary hereto or conflicting herewith shall apply only if and to the extent that such are expressly agreed to by us in writing. This shall also be the case even if we supply Goods and Services to the Customer without reservation notwithstanding the fact that we are aware of the general conditions of the Customer. Rights that are granted to us by statutory provisions are not affected by the foregoing provisions. The contract shall remain binding also in the event of legal invalidity of individual provisions.

(4) Any individual agreements entered into with the Customer (including collateral agreements, supplements or amendments) shall in each case prevail over these GTC. A written contract or our written confirmation shall determine the exact conditions of such agreements.

(5) Any declarations or notices of a legal nature given to us by the Customer after the concluding of the contract (e.g. setting of a deadline, notification of defects) must be in writing in order to be effective.

(6) Any reference to the application of the provisions of law is for the purposes of clarification only. Even if such is not stated, the provisions of law shall apply to the extent that such are not directly changed or expressly excluded by these GTC.

(7) The expression „right to claim damages“ or „rights to claim damages“ in these GTC shall also include compensation for any frustrated expenditures.

## II Formation of Contract; Documentation

(1) Our offers are subject to confirmation and not binding. This shall still be the case even if we have provided the Customer with a catalogue, technical documentation (e.g. drawings, plans, calculations, estimates, evaluations), other product descriptions or documentation etc. (hereinafter „documentation“) – including such in electronic form.

(2) We shall retain all property rights and copyright in relation to our documentation (e.g. estimates, drawings, etc.). This shall also apply to any such written documentation which is labelled as being „confidential“. They may not be made available to third parties; the Customer needs our express permission for their disclosure to third parties. Drawings and other documents which are part of an offer are, if the contract is not awarded to the supplier, to be returned without delay upon request.

(3) Our documents which are contained in the offer, such as illustrations, drawings and weight specifications, are only estimated specifications insofar as these are not expressly designated as binding.

(4) Any details in the documentation to which we refer or which we have provided do not constitute any warranties concerning the quality or durability resp. guarantees in terms of § 880a ABGB but constitute a simple description of performance.

(5) The order of the Customer shall constitute a binding offer. To the extent that nothing to the contrary is stated in such an order, we are entitled to accept such an offer within 2 (two) weeks of the receipt of such by us.

(6) Such acceptance shall either be in writing (e.g. by way of order confirmation) or by way of delivery to the Customer without reservation. The requirement of writing in this regard may also be satisfied by way of correspondence via telefax or email.

## III Confidentiality

(1) All information received from us by the Customer, in particular any technical information, know-how, prices and conditions are to be treated as being confidential. This shall not apply to any information of which the Customer was already aware or of which the Customer otherwise became aware.

(2) Only with our express written permission may any reference be made in any information or advertising material to an existing commercial relationship with us.

(3) The Customer shall make the subcontractors it employs for the performance of any contract with us also subject to these obligations of confidentiality.

## IV Delivery Dates for Goods and/or Services and Default Delay

(1) Any dates or deadlines for the delivery of Goods and/or Services (hereinafter „Delivery Period(s)“) shall be binding only if such are expressly confirmed by us in writing as being binding. Delivery Periods shall be agreed individually or determined by us upon acceptance of an order.

(2) The delivery period commences at the day on which the order is agreed upon by the Customer and us in writing. Compliance with the delivery period requires the timely receipt of all documents to be provided by the Customer, necessary permits, clearances and the clarification of all technical questions; it moreover requires the timely clarification and approval of the plans, the compliance with the agreed upon payment conditions and the other obligations of the Customer.

If such prerequisites are not satisfied in good time, the delivery deadlines shall be correspondingly extended by a reasonable period of time; this shall not apply if we are responsible for such delay.

We shall make every effort to adhere to the agreed upon delivery period.

(3) Furthermore, any contractual performance shall be subject to the condition that it is not hindered by any national or international regulations and in particular any export regulations, embargo or other sanction. The Customer undertakes to provide all information and documentation necessary for any export/transport/import. Any delays resulting from export checks or authorisation procedures shall render a scheduled Delivery Period ineffective. To this extent the contract shall be deemed not to have been concluded. Any rights to claim for damages in this regard are excluded; this shall not apply to any cases of mandatory liability in accordance with paragraph XIII section 2.

(4) Insofar as we cannot comply with any binding Delivery Periods for reasons for which we are not responsible, and in particular as a result of (a) force majeure, such as for example, natural catastrophes, earthquakes, sovereign acts, limitations in transport, limitations on energy use, a general scarcity of raw materials, mobilisation, war, civil unrest, strike or lockout or

(b) a virus or other attacks of third parties on our IT system insofar as such takes place notwithstanding our exercising reasonable prudence in providing protection measures, or

(c) late or incorrect supply by sub-suppliers, we shall notify the Customer of such without undue delay and at the same time advise as to the expected new Delivery Period.

(5) For a delay in delivery to be a default a default notice is required from the Customer in each case. If we are in default delay, the Customer may claim liquidated damages for each further week of delay from the commencement of the second complete week of default delay provided that the Customer can provide evidence of some damage caused by such default delay: Such liquidated damages shall be to the amount of 0.5 % (zero point five per cent) of the net price (contract value) for each complete calendar week of default delay, but totalling no more than a maximum of 5 % (five per cent) of the contract value of the delayed Goods. We shall, however, retain the right to demonstrate that the Customer has in fact not suffered any damage at all or has suffered damage only to a substantially lower extent than the amount of the above liquidated damages.

(6) Any further rights of the Customer to claim compensation for damage due to default delay as well as any further rights to claim damages beyond those set in paragraph VI section 5 of these GTC shall be excluded in all cases of default delay even after expiry of any subsequent deadline set by us for the supply of the Goods and/or Services; this shall not apply to any cases of mandatory liability in accordance with paragraph XIII section 2.

(7) The Customer may withdraw from the contract in terms of the provisions of law only if the damage resulting from the default delay exceeds the limit set out in paragraph VI section 5 of these GTC.

(8) The above provisions shall not constitute a reversal of the burden of proof to the disadvantage of the Customer.

(9) The Customer shall upon our request and within a reasonable period of time declare whether or not it shall withdraw from the contract as a result of the delay in the supply of Goods and/or Services or whether it still requires such Goods and/or Services.

(10) Any premature deliveries as well as any part-deliveries shall be permissible insofar as such are reasonable for the Customer.

#### V Scope of delivery

(1) The mutual written acknowledgement is decisive for the size of the delivery. If there is no such acknowledgement, our written order confirmation or, if this is not present, the Customer's written order shall prevail.

(2) Subsidiary agreements are only valid if they have been confirmed in writing.

#### VI Delivery, Transfer of Risk, Acceptance and Delays in Receipt

(1) To the extent that nothing else to the contrary is agreed, deliveries shall be EXW (Ex works SPINNER factory/stores in accordance with INCOTERMS 2010).

(2) The risk of accidental destruction or damage to the Goods shall transfer to the Customer as follows:

(a) in case of EXW terms without any erection or assembly, upon the making available of the Goods at the place of delivery;

(b) in case of delivery with erection or assembly on the day of the taking of delivery in the plant of the Customer or the Customer's nominated assembly site; to the extent that trials have been agreed in writing, after the defect-free completion of such tests insofar as the acceptance tests follow on from the receipt of Goods without undue delay. Otherwise, the transfer of risk to the Customer shall already have been deemed to have taken place upon receipt of the Goods.

(3) To the extent that any acceptance procedures have been agreed, such shall determine the time of the transfer of risk. In addition to any agreed acceptance procedures, the provisions of law in relation to contracts for the supply of Goods (Werkvertragsrecht) shall apply as appropriate. Acceptance shall also occur if the Customer is in default with receipt. The agreement about an acceptance is considered as duty to acceptance. (4) If acceptance procedures are agreed to, the Customer shall undertake such without undue delay but, however, no later than within 2 (two) weeks after completion and notification by us. Insofar as the Customer does not undertake acceptance procedures in accordance with the agreed deadline or if it refuses without good cause to undertake such, acceptance shall be deemed to have taken place. Any use of the Goods – if applicable, after the concluding of any agreed test phase – shall constitute acceptance.

(5) If the Customer is in default with any receipt, or if it culpably infringes any support or if our delivery is delayed for reasons for which, amongst others, the Customer is responsible, we shall be entitled to claim compensation for any resulting damage. This shall include additional expenses. Commencing from the first date of notification of readiness for dispatch, storage fees may be charged to the amount of 0.5 % (zero point five per cent) of the invoice amount for each commenced month; such storage fees shall not exceed 5 % (five per cent) of the invoice amount. The parties shall retain the right to prove that actual storage costs were greater or lower. We reserve the right to claim further damages.

(6) The Customer is not entitled to refuse the receipt of any Goods due to minor defects.

#### VII Erection and Assembly

The provisions of paragraph VIII section 2 shall apply to the conditions for erection and assembly. In addition, the following provisions shall apply to any erection and assembly:

(1) The Customer shall provide at its own expense and in good time:

(a) all excavation and construction work and other supplementary external work including the necessary technical and support staff, building materials and vehicles,

(b) the necessary materials and supplies for assembly and commissioning such as scaffolding, lifting equipment and other facilities, fuels and lubricants,

(c) energy and water for the place of use including all connections, heating and lighting,

(d) adequate large, and suitably dry and lockable rooms at the place of assembly for the storage of machine parts, any apparatus, materials, tools, etc. and suitable work and social rooms for the assembly personnel including reasonable sanitary facilities in the circumstances; in addition, the Customer shall undertake all necessary measures to protect our property or the property of any subcontractor and the assembly personnel on the construction site to the same extent it would undertake such measures to protect its own property or that of its own personnel and

(e) protective clothing and safety equipment as necessary for the assembly site due to particular circumstances.

(2) Before the commencement of any assembly work the Customer shall make available, on an unsolicited basis, the necessary details concerning the location of any hidden power, gas or water pipes and cables or any similar facilities on site as well as the necessary structural details.

(3) Before the commencement of assembly, the support equipment and materials, including operation instructions, descriptions and parts lists necessary for the commencement of work must be at the erection and assembly site. Any costs for the transport or return of such shall be at the expense of the Customer. All preparatory work must be so advanced before the commencement of the assembly that the erection and assembly can be started as agreed and carried out without any interruption. Access ways and the erection and assembly place must be levelled and cleared.

(4) If the erection, assembly or commissioning is delayed by any circumstances for which we or our subcontractors are not responsible, the Customer shall bear the costs for any waiting time and necessary additional trips by us or our (contracted) assembly personnel to a reasonable extent.

(5) We reserve the right to decide the location at which the work should be undertaken insofar as such cannot be carried out at one location.

(6) Without undue delay and on a weekly basis the Customer shall certify for us the periods worked by assembly personnel as well as the ending of the erection, assembly and commissioning.

#### VIII Prices and Payment Conditions; Order Cancellation; Set-off and Right of Retention

(1) Our current prices at the time of the concluding of the contract shall apply in each case in Euro (€), EXW plus the applicable statutory value added tax in relation to any delivery of Goods - without erection and assembly at the place of the Customer. These prices are also subject to taxes, customs duties or other duties as well as consular and legalisation fees which, notwithstanding the applicable law (see paragraph XVIII) may be mandatorily required by another legal system, as well as any packing costs to the extent that such are not expressly included in the price.

(2) In relation to the invoicing of Services (e.g. erection or assembly) our price list shall apply in its current version at the time. Any price estimates are non-binding and are provided by separate agreement. The costs of the provision of such price estimates are included in the price unless otherwise agreed. The costs for the price estimate shall only be charged

extra if an order is not made in relation thereto.

(3) All payments shall be due within 30 days of the date of the issuing of the invoice without any deduction for prompt payment.

(4) We reserve the right to require a security payment and/or prepayment for any Goods and/or Services.

(5) If the Customer cancels any binding contract, it shall remain obliged to pay for such in terms of the provisions of law. Even if we do not produce any products as a result of a cancellation request, the Customer shall still be obliged to pay the agreed remuneration minus any costs of materials saved.

(6) Upon the expiry of the above payment period, the Customer shall be in default in payment. The amount owing during such default shall be subject to an interest charge of 8 % above the base interest rate set by the Oesterreichische Nationalbank (National Bank of Austria; OenB). We reserve the right to make further claims for damages for default. In relation to trader, our rights to claim arrears interest from business-related transactions (§ 352 UGB (Austrian Commercial Code)) shall not be affected thereby.

(7) The Customer is entitled to set-off or retain any amount only insofar as its claim is confirmed by a legally-binding judgment or is undisputed or there is an acknowledgment on our part.

(8) In the event that it becomes apparent that our rights to remuneration are endangered by a lack of solvency on the part of the Customer (e.g. as a result of an application for the commencement of insolvency proceedings), Customer, we are, in accordance with the statutory provisions entitled to refusal to perform, if the termination of the contract does not endanger the further existence of the company of the Customer and if necessary after setting a deadline, entitled to withdraw from the contract. We are in any event also – if necessary after setting a deadline – entitled to withdraw from the contract under the conditions of paragraph XVII; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

(9) Any agreed reductions in relation to the contract prices or any rebates of any type whatsoever shall cease to apply if the Customer is in default with its payment or acceptance obligations as a whole or in part.

## IX Retention of Title

(1) Title to all Goods sold (“Reserved Goods”) shall remain with us until all our current and future claims arising out of the on-going business relationship (“Secured Claims”) have been satisfied, insofar as such is permissible in accordance with the country within the jurisdiction of which the reserved Goods are located. If the law does not permit such retention of title on the reserved Goods, but permits the reservation of similar rights, we shall be entitled to claim such rights. The Customer undertakes to take all steps to support such a protection of title or a security interest in the reserved Goods.

(2) Until full payment of the Secured Claims is made the Goods subject to retention of title shall not be pledged to any third party nor transferred by way of any security. The Customer shall notify us without undue delay in writing if any third party makes a claim in relation to Goods belonging to us.

(3) In case of the Customer acting contrary to the contractual agreement, in particular in case of non-payment of the purchase price due, we shall be entitled, in accordance with the provisions of law, to withdraw from the contract and to demand the return of the Goods on the basis of the retention of title and the withdrawal. If the Customer fails to pay the purchase price due, we may exercise these rights only if we have set a further reasonable deadline by which payment must be made or, if such an additional deadline may be dispensed with in accordance with the provisions of law. The recovery of any Goods or the exercise of any right of retention or right to seize the reserved Goods shall not constitute a withdrawal from the contract unless such withdrawal has been expressly declared by us.

We expressly have the right to, in the event of non-payment on the part of the Customer, demand the return or to return from the Customer the delivered good without terminating the contract until the full purchase price has been paid.

(4) The Customer may resell and/or process any Goods subject to retention of title in the ordinary course of business. In such case the following provisions shall also apply:

(a) Any retention of title shall extend to any Goods resulting from a processing, mixing or connection of other objects to our Goods to the extent of the full value of such, whereby we shall be deemed to be the manufacturer. If in any processing, mixing or connection with other Goods, a third party retains its retention of title, we shall then acquire a co-ownership in proportion to the invoice value of the processed, mixed or combined Goods. In addition, in relation to such resulting products the same shall apply as in relation to Goods supplied under retention of title. Any costs resulting from the enforcement of our rights as co-owner shall be borne by the Customer.

(b) The Customer hereby assigns to us as security in total or to the extent of the amount of our co-ownership in accordance with the above section any claim against third parties resulting from the resale of the Goods or the products. We hereby accept such assignment. The duties of the Customer set out in section 2 shall apply also in regard to any assigned claims.

(c) In case of resale, the Customer shall inform us in writing of the resale and the assigned claims as well as its debtors by means of unsigned Customer lists. The Customer is moreover required to provide all information necessary for collection, transfer to us the documents part thereof and to inform the debtors (third parties) of the cession. A copy of the third-party debtor declaration shall be added to the written announcement of the resale.

(d) If the realisable value of any security exceeds our Secured Claim by more than 10%, we shall, at the request of the Customer, release security at our discretion.

(e) The foregoing obligations are to be fulfilled appropriately by the Customer; the Customer shall in this respect keep us free from damages and legal action.

## X Software

(1) We grant the Customer a non-exclusive right to use the computer program and related documentation under the contract (hereinafter jointly: „Software“) exclusively for the operation of the designated hardware supplied therewith. This right of use, unless limited by way of contract, is for an indefinite period. Such rights of use do not include any rights to translate, rent out, lend, sublicense, nor any rights to distribute, publicly transmit or otherwise make such available to any third party. Any copying shall be permitted only insofar as such is necessary for the production of a backup security copy or insofar as such is necessary for the operation of the related or supplied Software. The Customer is generally not allowed to process the Software in part or in whole, to decompile such, to disassemble such or in any other way to reverse engineer such for the purpose of obtaining the source code unless such is permitted by mandatory law or expressly by us.

(2) The Software shall be provided only in a machine-readable form (hereinafter: „object code“) and without any source code (hereinafter: „source code“) and source code documentation.

(3) If good cause can be shown we shall grant the Customer the right to transfer the use of the Software to a third party, but this shall only be in connection with the Software as acquired by the Customer from us. In such case, the Customer shall make the third party subject to these duties and limitations to the same extent.

(4) All other rights shall remain with us.

(5) Insofar as we make Software available to the Customer and in relation to such Software we have acquired rights (third party software), in addition to the provisions agreed herein, the conditions of use agreed with our licensor shall also apply.

Insofar as the Customer is provided with open source software the provisions of the open source software shall prevail over the provisions of these GTC. To the extent that the conditions of use for the open source software mandatorily require such, we shall also provide the Customer with the source code. We shall give notice of the existence and the conditions of use of any third party software as appropriate.

## XI Defect Liability Claims of Customer

(1) In relation to the rights of the Customer in case of any defects (including incorrect delivery or shortfalls in delivery as well as incorrect assembly or defective assembly instructions) the provisions of law shall apply unless otherwise provided for below. In all cases the special legal requirements for the supply of Goods to a consumer (recourse against suppliers under § 933b ABGB) shall not be affected.

(2) The liability for defects does not cover normal wear and tear as well as damage which, after the transfer of risk, is a result of faulty or negligent use, excessive use, inappropriate equipment, imperfect workmanship, inappropriate installation location and chemical, electro-chemical or electric effects without fault attributable to us.

(3) The improper alteration or maintenance work by the Customer or third parties shall preclude liability for the consequences resulting therefrom.

(4) The basis of our liability for defects is, above all, the agreement made as to the characteristics of the Goods. Product descriptions provided to the Customer before any order and which describe the characteristics of the Goods shall be deemed part of such an agreement and shall be incorporated into the contract to the same extent as these GTC.

(5) Insofar as any characteristic was not agreed, the determination as to whether or not a defect exists shall be made on the basis of the provisions of law (§ 922 section 1 ABGB.). We accept no liability for public statements of any third party.

(6) Any right of the Customer to claim for a defect shall be subject to the condition that the Customer has fulfilled its legal obligations of inspection and notification of defects (§§ 377, 378, 381 UGB). Any hidden defects are to be notified in writing without undue delay upon detection but not later than within one year of the delivery of the Goods or acceptance thereof. Without undue delay shall mean that the notification shall be made within two weeks of the detection of a defect whereby in order to satisfy this deadline the sending of the notice within this period shall suffice.

(7) Parts, which within 12 months calculated after the transfer of risk – notwithstanding operating time – become demonstrably due to a circumstance or defective design prior to the transfer of risk unusable or of which the use is adversely affected, shall, at our choice, be repaired (repair) or replaced (replacement) for the delivered work free of charge. The identification of such defects must be reported to us immediately in a detailed way and in writing. The transport and installation costs are to be borne by the Customer.

(8) The Customer shall abide by the contractual obligations applicable to him, in particular the agreed upon payment conditions, if a notice of defect is not presented of which the justification cannot be doubted. In case of notices of defect, payments of the Customer may however only be withheld to an extent which is reasonable in relation to the defects which have manifested themselves.

(9) The Customer shall provide us with a reasonable time limit to conduct all modifications that appear necessary to us as well as for the supply of replacement parts. If he refuses this, we are exempted from liability for defects. In case of replacement the Customer shall return to us the defective good in accordance with the statutory provisions.

(10) The expenses related to and necessary for the testing and subsequent performance and in particular the costs related to transportation, movement, work and materials shall be borne by us only to the extent that such are not disproportionate and this shall not be the case in particular if the supplied Goods are located at a different place than that of delivery, contrary to their intended use. To the extent that the Goods are at a different place than the place of delivery we shall bear only those expenses that would have resulted if the Customer had not transported the Goods to another place.

(11) If the request of the Customer for rectification of a defect proves to be unjustified, we may require reimbursement of the resulting costs from the Customer.

(12) We shall always be afforded two opportunities for supplementary performance. If the supplementary performance has failed twice or if we allow an appropriate time limit that was presented to him to expire without remedy of the defect, the Customer can exercise the right to a reduction in price. If the Customer and we cannot reach agreement on

the extent of the reduction in price, the Customer can also require conversion. In the event of a minor defect, there is however no right of withdrawal.

(13) Defects in relation to Software shall exist only in case of variations from the respective specifications which are demonstrable and reproducible by the Customer. No defect shall exist if such does not occur in the last version of the software made available to the Customer and the use of this version is reasonable.

Furthermore, there shall be no defect in the event of any of the following:

(a) incompatibility with the data processing environment used by the Customer,

(b) use of the Software with third party software insofar as we have not expressly agreed to such in writing or, (c) incorrect use or support of the Software by the Customer or any third party.

(14) If the contract pertains to the operation of the company of the Customer, the warranty period for repaired parts, replacement parts and compensatory Services is 3 months. It shall apply at least until the expiry of the original warranty period for the delivered good. The time period for the liability for defects shall be extended with the duration of the interruption of operations which is caused by the circumstance of repairs, replacements or compensatory Services becoming required for those parts, which because of the interruption cannot be operated as intended.

(15) Further claims of the Customer against us and its agents are precluded, in particular a claim for compensation of damages which have not been incurred in the delivered object itself. This does not apply where, in the event of premeditation or gross negligence, statutory mandatory liability arises. A change of the burden of proof to the detriment of the Customer is not connected to the foregoing provisions.

## XII Claims as to Defects of Title by Customer

(1) Unless agreed otherwise, we shall supply the Goods free from third party claims particularly in relation to any industrial property rights and copyright (hereinafter: „Property Rights“) only in relation to the country of the place of delivery. To the extent that any third party makes any justifiable claim against the Customer on the basis of infringement of property rights for Goods provided by us and used in accordance with the contract, we shall be liable in terms of the limitation period set out under paragraph XV as follows:

(a) We shall at our choice either obtain a right of use, modify the Goods so that there is no infringement of property rights or, exchange such. If this is not possible for us at reasonable conditions, the Customer may withdraw from the contract or reduce the price.

(b) The above named obligation shall exist only insofar as the Customer notifies us without undue delay as to any claims made by a third party, does not recognize such claims and reserves for us any and all defences and rights to enter into settlement negotiations.

(2) We shall not be liable insofar as the Customer is responsible for any infringement of property rights.

(3) In addition, we shall not be liable insofar as any infringement of property rights results from special instructions of the Customer, any use not foreseeable for us or is caused by the Goods being modified or used with third party products by the Customer or a customer of the Customer.

(4) In case of any other defects of title the provisions of paragraph XII shall apply correspondingly.

(5) Any further or additional rights of the Customer to claim other than those set in point XIII are hereby excluded. This shall not apply in the case of mandatory liability in accordance with paragraph XIII section 2. No reversal of the burden of proof to the disadvantage of the Customer is connected with the above provisions.

## XIII Other Liability; Damages

(1) Unless otherwise agreed in these GTC, any right of the Customer to claim damages, regardless of the legal basis, but in particular resulting from any duty under the obligations between the parties or as a result of any tortious act, is hereby excluded. This expressly applies also in



relation to damage to anything which is itself not part of the scope of supply.

(2) The exclusions or limitations of liability regulated under section 1 as well as elsewhere in these GTC shall not apply insofar as liability is based on the following:

- (a) culpable injury to life, personal injury or injury to health,
  - (b) wilfully-caused damages,
  - (c) damage by the owner, legal representative or officer caused as a result of gross negligence,
  - (d) non-compliance with a guarantee given in writing,
  - (e) mandatory liability in accordance with the Product Liability Act,
  - (f) fraudulent concealment of any defect,
- (3) No reversal of the burden of proof to the disadvantage of the Customer is connected with the above provisions.

#### XIV Returns

Without prior written permission we cannot accept any return shipment nor giving a credit note.

#### XV Limitation Period

(1) Notwithstanding § 933 ABGB, the general limitation period for claims arising out of defects or defects as to title shall be one year from the time of supply. Insofar as any acceptance procedures are agreed, the limitation period shall begin from the time of acceptance.

(2) If the Goods relate to any construction or an object which according to the normal use is for use in a construction and such has caused defects in the construction (building material), the limitation period shall be according to the provisions of law, 3 years from the time of delivery (§933 ABGB). The special provisions of law in relation to claims in rem for restitution of property for third parties fraud by the seller and for recourse against suppliers for consumers (§ 933b ABGB) shall not be affected hereby.

(3) The above limitation periods of the law for the sale of Goods shall apply to both contractual and non-contractual claims for damages by the Customer related to defects in the Goods, unless the application of the standard statutory limitation periods would lead to a shorter limitation period in any particular case. The limitation periods of the Product Liability Act shall not be affected hereby. Otherwise the limitation periods at law shall apply to any claims for damages by the Customer under these GTC.

#### XVI Industrial Property Rights

(1) All information, data and documents, regardless of the form, received by us through the Customer and which belongs to such or which were made available under a licence, shall remain the property of the Customer.

(2) All information, data and documents, regardless of the form, which are our property or which we make available to the Customer in terms of a licence, shall remain our property.

(3) The following provisions shall apply to all information, data, documents, inventions and other work results, regardless of the form of such, whether in a physical form or not, which we, alone or together with employees and/or subcontractors develop in the performance of this contract (hereinafter: „works“):

We shall remain the sole owner of any known or hereinafter resulting, patentable or non-patentable rights and know-how. In relation to the scope of the order, we grant the Customer for the period of the contractual relationship and as far as such is necessary for achieving the purpose of the contract the non-exclusive, revocable, and unlimited right of use (without rights of sublicense) free of any licence fee.

#### XVII Ending of Contract due to Insolvency

If the cancellation of a contract could endanger the further operation of the company, we can up to 6 months after commencement of the insolvency procedure terminate contracts concluded with the Customer only for important reasons. The deterioration of the economic situation of the

Customer and a delay on the part of the Customer with the satisfaction of claims due before the commencement of the insolvency procedure are not considered important reason. This does not apply, if the termination of the contract is necessary for the prevention of grave personal or economic detriment to our company.

#### XVIII Choice of Law and Jurisdiction

(1) In relation to these GTC and all legal relations between us and the Customer, the Austrian law, provided that the provisions concerning conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(2) The place of performance shall be Vienna (Austria), to the extent that nothing to the contrary is agreed in any particular case.

(3) If the Customer is a trader in terms of the Austrian Commercial Code (UGB) a legal person of public law or a special public law asset, the exclusive – and international – jurisdiction for all disputes arising directly or indirectly out of the contractual relationship shall be our seat of business. We are entitled, however, to issue proceedings at the general place of jurisdiction of the Customer.