

GENERAL TERMS AND CONDITIONS OF PURCHASING
of
BUSSETTI & Co GmbH (shortened: BUSSETTI)

1.) Scope

1.1) These terms and conditions (GTCP) are content of the purchase agreement concluded with BUSSETTI & CO GmbH (shortened BUSSETTI). With acceptance of an order of BUSSETTI as a client, the contractor accepts these General Terms and Conditions of Purchasing and declares to be bound by them. The General Terms and Conditions of Purchasing also apply, if the client has not expressly referred to them. Conflicting or diverging conditions of delivery or other restrictions of the contractor are not accepted. The application of general terms and conditions of the contractor is excluded, even though not expressly stated. Receipt of goods or payment does not constitute acceptance of the terms and conditions of the contractor.

1.2) Other agreements, changes and additional agreements require the written client consent form.

2.) Offers

2.1.) Offers are generally free of charge; estimates of costs can only be remunerated if previously agreed.

2.2.) In its offer the contractor is required to adhere strictly to the application; deviations of any kind to the requested scope of supply and services have to be expressly pointed out.

3.) Orders

3.1.) The concrete scope of supplies and services owed by the contractor results from the terms negotiated between the contracting parties maintained in the order of the client and the accepted offer of the contractor, respectively. These General Terms and Conditions of Purchasing shall apply subsidiary.

3.2.) Orders or amendments are only binding if they were placed in written form. Each order or amendment has to be confirmed in written form by the contractor in return. The written form is also complied with, if orders and confirmation of orders in return are carried out via fax or e-mail.

3.3.) If the scope of supply and service should diverge from the order it is only binding, if it was confirmed by the client in written form.

3.4.) The transfer of orders placed to a subcontractor requires the written affirmation of the client.

3.5.) On all documents – especially on dispatch documents – at least the order number and the purchase order date have to be indicated.

4.) Prices

4.1.) Prices agreed upon do always include packing and free delivery unless other pricing terms are expressly agreed.

4.2.) If the supplier should reduce the prices between order and delivery and change the conditions for better, the current prices and conditions of the day of delivery are basis of the calculation. An increase of the prices agreed is not permitted.

5.) Deliveries

5.1.) Delivery dates and times stipulated in the order take precedent for the completion of the deliveries/ services agreed. The client is not bound to accept deliveries/ services before expiration of the binding delivery time/ time of performance. The client reserves the right to pass on possible additional costs that relate to an early delivery (e.g. warehouse charges) to the supplier. This also applies correspondingly, if the delivery/ service is carried out off the agreed delivery time at the respective place of destination.

5.2.) The contractor guarantees, that the goods delivered/ services provided are produced, stocked and transported with the greatest

caution possible for its consistent and good quality. Furthermore the contractor is in charge of appropriate packing, particularly with regard to compliance with national and international provisions of packing and marking of goods known to be dangerous, classification of risks and other provisions regulating transportation. Statutory and other customary dispatch documents have to be attached to the delivery.

5.3.) The contractor is liable for damages that result from non-observance of these provisions and has the obligation to cost absorption.

5.4.) Deliveries to the client are always carried out without reservation of property rights, because the goods are normally (further) processed.

6.) Risk taking

6.1.) The property in the goods and risk passes to the client, contrary to expressly agreed terms of delivery, with delivery/ acceptance of the services at the stipulated place of delivery. Accidental risk of loss or deterioration of the goods delivered is beard by the contractor until delivered to the client.

7.) Delivery Time

7.1.) Delivery time starts with the day the order is placed. The contractor is liable according to the statutory provisions, if the stipulated delivery time is not complied with. The client is entitled to withdraw from contract without grace period notification if the stipulated delivery time is not complied with. If the contractor assumes that the contractual obligations, whole or part cannot be fulfilled in due time, he has the obligation to inform the client without delay by stating the reasons for delay and the approximate period of delay. In this case the client is also entitled to withdraw from contract without grace period. Optionally stipulated penalties in the case of delayed deliveries remain unaffected. If any damages should exceed the liquidated damages, they have to be made up in addition.

8.) Accounting

8.1.) Bills are sent after performance or delivery according to the statutory requirements (e.g. statement of the VAT number, correct company name etc.). The bills have to correspond with the order in relation to wording, order of the text and usage of article description and prices charged. If more or less services should be rendered, they have to be disclosed separately in the bill.

9.) Payment period

9.1.) The payment period starts with the day of receipt of goods/ performance of services, in case of stipulation of a fixed date of delivery with the stipulated date at the earliest, even if receipt of goods/ performance of services should have been earlier.

9.2.) Payment does not constitute acceptance of conditions and prices. The right to complaint and warranty of the client also remains unaffected.

10.) Warranty, complaint and liability

10.1.) The contractor guarantees, that the goods delivered do not have defects affecting their value and suitability and that they are carried out in the specification ordered and comply with the relevant statutory provisions, standards, official regulations, respective safety regulations as well as employment protection and rules for accident prevention. If the goods should not correspond in that way, the client

has the choice to claim free improvement or exchange of the defective delivery/ services, adequate price reduction, or withdraw from the contract.

10.2.) The client is not bound to examine the goods delivered by the contractor. A restriction within the time limit for notice of possible defects is not agreed upon. Warranty claims because of defects can be asserted by the client anytime within period of warranty.

10.3.) If the defects are corrected by the contractor, the period of warranty begins again after acceptance of the improvement by the client for the whole delivery/ service concerned with the improvement.

10.4.) The warranty of the contractor also covers parts produced by a subcontractor.

10.5.) The contractor is to the full extent liable for all damages resulting from deficient products according to product liability act towards the client.

10.6.) The contractor is also liable that pending patents, licenses and property rights of third parties are not infringed by delivery and usage of the goods. Possible licence fees are paid by the contractor.

11.) Documents

11.1.) All drawings, standards, guide lines, recipes, process instructions, analysis methods and other documents, that are left with the contractor for production of the delivery item remain property of the client and may not be used by the contractor for other purposes. They have to be kept confidential and may not be duplicated. It is not permitted to make them available to third parties without explicit consent of the client. They have to be returned immediately – without calculating any costs – when required by the client.

11.2.) In case of culpable infraction of this duty to keep confidential, the contractor is liable for damages within the scope of the statutory provisions

11.3.) Documents of all kind, that are necessary for installation, processing, manufacturing, repair, maintenance and usage of the delivery item, have to be provided by the contractor unrequested, in due time and free of charge.

12.) Severability Clause

12.1.) In the event that an individual provision of these general terms and conditions of purchasing is, in whole or in part, invalid or impracticable, this does not affect the validity or practicability of the remaining provisions. The invalid or impracticable provision shall be replaced by an effective or practicable provision which conforms, to the extent possible, with the economic purpose of the individual clause. The same applies to possible loopholes or ambiguities in relation to the interpretation of the general terms and conditions of purchasing.

13.) Place of performance, Jurisdiction, Applicability

13.1.) The place of performance shall be, unless another place of performance is stated in the order, the place considered by the client.

13.2.) Place of jurisdiction shall be Vienna however the client is also entitled to take action at the place of general jurisdiction of the contractor.

13.3.) Austrian Law shall apply. The applicability of the Hague Convention Relating to a Uniform Law on the International Sale of Goods (UN Kaufrechtsübereinkommen) is excluded.