

## General Terms and Conditions of Purchase of the Steinklauber Group

### Applicability

1. These General Terms and Conditions of Purchase apply to the contractual relationship between the supplier (hereinafter referred to as "Supplier") and a company of the Steinklauber Group (referred to hereinafter as "CPA") unless otherwise agreed in writing. General terms and conditions of the Supplier do not apply and are expressly excluded even if not expressly contradicted.
2. These General Terms and Conditions of Purchase also apply for future transactions with the Supplier.
3. To the extent any legal rights of CPA are more favourable than these General Terms and Conditions of Purchase they shall not be limited by these General Terms and Conditions.

### Conclusion of Contract

1. The contract is concluded either upon the valid order executed by CPA on the basis of a binding offer submitted by the Supplier or upon CPA's order that is accepted and confirmed by the Supplier.
2. If Supplier's acceptance of the order contains any modification, CPA's order is considered rejected.
3. Any order, modifications thereof, and supplementations thereto shall be valid only if given in writing. Oral orders, orders for modification, alteration or additional orders shall be valid only if CPA immediately sends a confirmation in writing. Similarly, any oral or telephonic agreements have to be confirmed in writing by CPA for their validity.
4. Any quotations are to be provided free of charge unless otherwise agreed upon in writing.

### Scope and Subject Matter of Supply

1. The scope of Supplier's obligation is defined in the specifications and description of services which form the basis of the contract and in the specifications of the customer of CPA as well as in the purpose which can be recognized with the services, whereas in the case of contradictions the stricter requirements shall be fulfilled, and subsidiary according to the information in offers and sales materials of the Supplier.
2. CPA accepts only such quantities or numbers of items as ordered. Any excess deliveries, short deliveries or partial deliveries are permitted only upon prior written approval of CPA.

### Modification of Supply

1. CPA is entitled to demand changes and/or expansion of the scope of supply and services up to the time of acceptance.
2. The Supplier shall, if and to the extent the changes and/or expansion result in a change of costs and/or the time schedule, submit an appropriate written additional offer at market prices or more favourable prices within 14 days after receipt of the request for modification and/or expansion. Any modification and/or expansion shall be considered agreed only if the parties have reached a written agreement regarding the additional order. If and to the extent no written agreement is reached the Supplier shall fulfil the order without any changes.

### Delivery Dates, Delivery Delay

1. The dates and delays set forth in the contract are binding and of the essence.
2. Deliveries and services shall be considered as rendered completely and in time only if they conform with the agreed and warranted functions and qualities.
3. Delivery dates are considered fulfilled only if the required documentation (e.g. technical documentation, shipment papers, test certificates) is also completely delivered.
4. CPA shall agree to early deliveries and shall accept such early deliveries only upon separate written approval. In the event of early deliveries the deadlines for payment start to run only with the originally agreed upon date. In the event of early delivery without CPA's approval CPA shall charge the Supplier any costs resulting there from (storage rental etc.). The Supplier shall give prompt written notice to CPA as soon as a possible delay in delivery becomes discernable, setting forth the reasons for and the estimated period of the delay.
5. In the event of delays in delivery dates, including interim delivery dates, CPA, without affecting any other rights it may have, shall be entitled to procure the supplies and services from a third party at the expense of Supplier after a grace period has elapsed.
6. In the event of delivery delay CPA shall be entitled to any claims according to law without any limitation.
7. In the event of a delivery delay caused by the Supplier or for reasons within its responsibility Supplier shall pay to CPA at least a stipulated

penalty in the amount of 0.5 % of the contract sum for each commenced week of delay up to a maximum of 7 % of the contract sum.  
8. The stipulated penalty is not subject to judicial mitigation.

### Shipment

1. Unless otherwise agreed upon in writing or stated in the order, shipment has to be made to the address named in the order DDP according to Incoterms 2000. Risk passes to the CPA only upon delivery.
2. A delivery note is to be enclosed with each delivery. Invoices are to be sent separately.
3. Any delivery from abroad has to have a valid certificate of preference (e.g. movement certificate, certificate of origin) on the invoice or attached to the shipment papers.
4. The complete order number and the stated delivery address must be stated clearly on the shipment papers meant for the recipient and on the collis (signature, adhesive label).
5. The entire weight (gross and net weight) must be stated on all shipment papers, invoices, etc.
6. If the order states a contract position number such number is to be stated on each document and any shipment papers.
7. The supplies are, except otherwise agreed upon, to be packaged suitably, flawlessly and as customary in the industry.
8. Packaging material and Cratings become the property of CPA.
9. Any returns caused by defects in delivery or other breaches of contract by Supplier are at Supplier's expense and risk.
10. CPA shall bear costs for transport insurance only upon express agreement.
11. Any incidental costs in connection with the delivery which are governed neither in the agreements nor in the INCOTERMS 2000 are Supplier's responsibility.
12. In the event CPA's terms regarding shipment, packaging, payment of duties and documentation are not complied with, any risks, damages and costs resulting from such non-compliance are Supplier's responsibility and the dates for payment are extended correspondingly up to the time of the fulfilment respectively the supply of the missing documentation.

### Prices, Payment, Invoices

1. The prices agreed upon are fixed prices and include any expenses incurred by Supplier in connection with the performance of its deliveries and services. They include, without limitation, any costs of transport, insurance, packaging, taxes, duties and levies which are related to the deliveries and services of Supplier.
2. Prices shall be stated as net prices.
3. Payment is due within 30 days after acceptance and invoice date subject to a 3 % deduction, net within 60 days.
4. Payment shall in no event be considered as acceptance of proper delivery and consequently does not constitute any waiver of CPA's warranty and guarantee rights and rights for damages.
5. In the event of defective deliveries or services CPA is entitled to withhold payment until proper delivery without losing its right of discounts, rebates, cash discounts or comparable payment advantages.
6. Unless otherwise agreed upon in writing COD shipments are not accepted.
7. The Supplier agrees to set offs of claims and obligations of any kind.
8. In domestic orders the invoice has to set forth the percentage of the VAT and the amount of the VAT.
9. Invoices without complete information (order number and commission number) respectively faulty invoices are considered received only upon correction through Supplier.
10. Five copies of each invoice are to be sent to CPA.

### Rescission of Contract

1. Notwithstanding any other rights and claims CPA may have, CPA is entitled to rescind from the contract if a reasonable grace period after the agreed upon binding delivery dates has elapsed or if the Supplier is durably unable to perform the contract or Supplier's financial condition substantially deteriorate rates so as to jeopardize the delivery claim.
2. The rescission of contract is to be given in writing.
3. In the event CPA has to procure the deliveries and services from a third party, any excess cost of such procurement are Supplier's responsibility.

## **Guarantee and Warranty**

1. Except for §§ 377 ff HGB the legal warranty rights apply.
2. CPA accepts deliveries and services only if they comply with the contractual agreed quality unless otherwise agreed upon. The Supplier warrants that any deliveries and services comply with any applicable laws and regulations in the final delivery country, and comply with any directives of authorities, professional associations and trade associations as well as with the latest state of the art.
3. The Supplier warrants the correctness and completeness of the technical documentation.
4. The Supplier warrants the compliance with/achievement of the contractually agreed technical data and parameter, particularly the performance data. This warranty applies for a period of 24 months.
5. If defects become evident during the warranty period or it becomes obvious that the deliveries do not comply with the contract or lose any contractually agreed qualities, Supplier shall at its own expense either repair the defect or replace the defective deliveries with non defective deliveries. The warranty period begins to run again with respect to new parts and upon repair work.
6. If defects are repaired upon mutual agreement by CPA or by CPA's customers themselves, Supplier shall reimburse CPA the costs for the repair. Any required spare parts are to be delivered by the Supplier within a week at no expense to CPA.
7. In the effect of serious defects which can not be repaired or which substantially reduce the performance of the delivery CPA is entitled to request a price reduction or to rescind from the contract. In the event of a rescission any resulting costs are Supplier's responsibility and the contract price plus customary interest applicable at the time of rescission are to be reimbursed promptly to CPA.
8. A defect notice is considered given in time if given within six weeks after acceptance in case of recognisable defects, in case of latent defects the notice period shall be six weeks after discovery. In the event of supplies which customarily remain packaged up to their use, defects which become evident only upon unpacking are considered as latent defects.
9. Supplier warrants the availability and delivery of spare parts for any supplies delivered by it for a period of ten years from the date of delivery.

## **Product Liability**

1. Supplier shall indemnify CPA for any product liability claims to the extent the product's defect is within the scope of responsibility of the Supplier.
2. The Supplier shall provide CPA any information which is appropriate for the delivery of a flawless product (warning notices, licensing requirements, etc.).
3. In the event Supplier becomes aware of circumstances which might give rise to a defect in the product for purposes of the product liability laws after delivery, Supplier shall notify CPA promptly thereof.
4. Any limitations of Supplier's liability pursuant to the product liability law and of any rights and claims available to CPA, the final customer or third parties resulting there from or other regulations are not accepted.

## **Liability, Statute of Limitations**

1. Supplier's liability is governed by the applicable laws. Any limitation or exclusion of liability, including in case of negligence, is prohibited.
2. The statute of limitations as provided by law shall apply; any limitation of the statute of limitations is excluded

## **Intellectual Property Rights**

1. Transfer of ownership includes the license to use any intellectual property rights and licenses required for the unlimited use of the respective delivery.
2. The Supplier warrants that no delivery is subject to intellectual property rights of third parties and that the delivery and use of the supplies will not infringe upon any patents, licenses or other intellectual property rights of third parties.
3. The Supplier shall indemnify CPA and CPA's customers against any and all claims of third parties based on a violation of property rights including (without limitation against any costs and expenses incurred by CPA in relation thereto, including any attorney fees, court fees and damages, which might have to be paid to a claimant).

## **Retention of Title**

1. CPA retains ownership regarding all parts provided to the Supplier. Any processing or reorganization at the Supplier's are performed on behalf of CPA.
2. CPA retains title as well as any intellectual property rights regarding any samples, models, tools, product information, documentation, etc. paid for by CPA or provided by CPA.
3. CPA does not accept any retention of title regarding supplies delivered to CPA.

## **Confidentiality**

1. Supplier shall treat any information resulting from the cooperation within the scope of the contract with strictest confidentiality and shall use it exclusively for purposes of the contract.
2. The order may not be used for public relation purposes. Supplier may only refer to the business connection upon CPA's separate written approval which might be given for an isolated case.
3. The supplier shall request identical confidentiality obligations from its employees and sub-suppliers.

## **Assignment**

Supplier may assign or pledge its rights arising from the contract in whole or in part only upon prior written agreement of CPA.

## **Miscellaneous**

1. The Supplier may subcontract the contract in whole or in part only upon prior written agreement by CPA to third parties, particularly subcontractors.
2. CPA, the final customer and/or the applicable examiners are entitled to carry out progress controls and technical interim and final checks (including packaging checks) upon prior notice at any time in the offices, production facilities and storage spaces of the Supplier and its sub supplier during the design, planning, production and delivery and to reject incorrect documentation and defective material. These controls and examinations do not release the Supplier of its responsibilities.
3. In the event an interim receiver in bankruptcy is appointed, a bankruptcy proceeding is initiated against the Supplier, or the bankruptcy proceeding is rejected because of lacking assets CPA is entitled to rescind from the contract in whole or in part.
4. Delivery site for any deliveries and services is the place stated in the order.
5. Any changes and modification to these terms must be in writing.
6. If any provision of these General Terms of Conditions and Purchase are or become invalid the validity of the remaining conditions is not affected. The contract partners shall endeavour to replace the invalid provision by a provision which approximates as closely as possible the commercial intent of the original provision.
7. The contract is governed exclusively by Austrian law. The applicability of the UN Convention on Contracts for the International Sale of Goods and the rules of international private law according to Austrian law are expressly excluded.
8. The competent court in Graz shall have exclusive jurisdiction regarding any disputes arising from this contract and its performance.