

GENERAL CONDITIONS OF PURCHASE

GAULHOFER INDUSTRIE-HOLDING GMBH

1. GENERAL SCOPE

All orders placed by us are subject to the following conditions, even if explicit reference is not made to these conditions. General Terms and Conditions, no matter what kind, in particular including Conditions of Purchase of the supplier, are not recognised by us and shall not form part of the contract.

2. ORDER PLACEMENT

Orders are only legally binding for us if they are made in writing, are issued on our company stationery and are properly signed. Orders placed via telephone only become legally effective once the subsequent written order has been submitted. Any changes to our orders or to the General Conditions of Purchase by the supplier only become legally effective with written acknowledgement by us. Upon accepting the order, any conditions regarding the performance of this order that are stated in the order confirmation and are in contradiction to our General Conditions of Purchase become ineffective.

3. ORDER CONFIRMATION

Our order must be confirmed within 48 hours. If the order is not confirmed and also not rejected within this time, it is deemed fully accepted in accordance with our Conditions of Purchase.

4. DELIVERY DATES

If the delivery dates stipulated by us cannot be ensured, the supplier must inform us thereof in writing within 48 hours. Otherwise, the delivery dates stipulated by us are deemed accepted. Failure to comply with the delivery dates stipulated by us, even in the event of partial deliveries, entitles us to withdraw from the contract, insist on fulfilment and/or demand compensation, at our discretion. For all delays in delivery, we charge 500 euros per calendar day.

5. PLACE OF PERFORMANCE

The delivery must take place free to the agreed destination DDP (delivered duty paid) (Incoterms 2010).

6. PACKAGING AND SHIPPING

Our shipping instructions must be closely observed. The transfer of risk only takes place once we have accepted the goods at the agreed destination. Unless otherwise agreed, freight and packaging costs are included in the price. The supplier commits to dispose of packaging materials from the delivered goods via a disposal system set up by the supplier at his own expense or to take these materials back at his own expense if no agreement to the contrary has been made. Until the time of pickup, the packaging shall be stored on account and at the risk of the supplier.

7. DELIVERY SLIPS AND INVOICES

A delivery slip including the order data and order texts must be enclosed with each delivery. For each order, an invoice must be created that contains the order data and the full descriptions of the goods as specified by us in the order.

8. PRICES

The agreed prices are unchangeable fixed prices and are understood to be DDP (delivered duty paid) (Incoterms 2010). Thus the prices include in particular all costs of packaging, customs clearance, transport insurance and the like, as well as "carriage paid" delivery to the destination determined by us.

9. PAYMENT

Unless otherwise agreed in writing, our payments shall be made, at our discretion, either within 30 days with a 4% discount or within 90 days net from the date of receiving the invoice and acceptance without defects. COD (cash on delivery) shipments require our prior consent.

10. WARRANTY

The supplier warrants that his delivery is free from defects in accordance with the statutory provisions and guarantees that his deliveries and services possess the properties explicitly stipulated in the order and usually required, and are in compliance with the applicable Austrian statutory regulations, directives and standards. For deliveries based on samples, the properties of the sample are binding. This fact does not release the supplier from the duty of information. Beyond the statutory warranty period, the supplier is liable for the freedom from defects of his delivered products for at least as long and to the extent that we warrant said freedom from defects of his products upon resale. In the event of hidden defects and defects that are not obvious and are not immediately visible when the packaging is unopened, the warranty period begins once we become aware of the defect. By accepting our order, the supplier explicitly declares that no rights, and in particular no third-party property rights, are associated with the subject of the delivery and service.

11. DEFECTS

In the event of defects, or if the delivery does not correspond to the order for other reasons, we are entitled at our discretion:

- a) to withdraw from the contract;
- b) to demand a replacement delivery. This may only be made on the basis of a replacement order;
- c) to demand a price reduction;
- d) to demand the remedy of the defect in the event of remediable defects. If the supplier is not able to do so within the required period of time, we are entitled to remedy the defect ourselves at the expense and risk of the supplier.

In all cases, the supplier is liable for the resulting additional costs or other damages.

12. CONFIDENTIALITY OF INFORMATION

Drawings, patterns, models, templates and the like provided by us are our property and may not be made available to third parties without our consent. After their use, they must be sent back to us at once in perfect condition. The supplier is fully liable for compensating us if these conditions are violated.

13. PRODUCT LIABILITY

Restrictions of whatsoever kind of the obligations of the supplier resulting from the Product Liability Act as well as of the claims for compensation to which we are entitled according to the law or other provisions are not recognised. Should we be subjected to claims on the basis of the Product Liability Act with regard to goods or services received from the supplier, the supplier shall indemnify and hold us harmless.

14. INVALIDITY

Should one or more provisions of these General Conditions of Purchase be rendered invalid, this does not affect the validity of the remaining provisions. Invalid provisions shall be replaced by such provisions that come closest to the intent and purpose of the invalid provision.

15. DISCLOSURE AND USE OF DATA

The supplier grants his consent to the storage, processing and transmission of the personal data arising from the business case.

16. PLACE OF JURISDICTION

The exclusive place of jurisdiction is the legally competent court in Graz. Austrian law is deemed as agreed.

17. ADDRESS

Gaulhofer Industrie-Holding GmbH, 8124 Übelbach.