

General Purchasing Terms and Conditions Wittmann Battenfeld GmbH

Wiener Neustädter Straße 81, A-2542 Kottlingbrunn, BG Wiener Neustadt / FN 307928 k

Unless a special agreement has been reached our orders are subject to the following conditions:

1. Orders and their acceptance

Orders and agreements are only binding if they are issued or confirmed in writing by us. Written confirmation of the acceptance of orders is to be sent to use immediately upon receipt. If no rejection of a placed order is received within five days the order is deemed to be accepted.

We do not recognise conditions of the supplier which contradict or deviate from our purchasing terms and conditions, unless we have agreed to these in writing on an individual basis.

Fulfillment of our order constitutes acceptance of our terms and conditions.

If, in exceptional cases, the prices are not agreed in advance, they are to be stated in binding form in the confirmation of order. We retain the right to dissent and withdrawal.

2. Delivery object

The delivery object has to conform to the order, as well as the purpose of use and state of the art technology. If standards or statutory regulations exist in respect of the delivery object and/or its individual parts these are to be heeded.

3. Delivery and delay

The orders placed by us are to be viewed as fixed-date purchases in the meaning of commercial law. We retain the right in the case of delay to exercise in full those opportunities legally available to us.

Partial deliveries and/or deliveries prior to the agreed date are subject to our prior consent.

The agreed delivery dates are binding. We are to be notified immediately of each delay.

If the delivery time is exceeded or the delivery is defective or incomplete the supplier pays a contractual penalty in the sum of 1% of the net sum of the invoice, not exceeding, however, 5 % of this sum, unless an individual agreement has been made agreeing a higher contractual penalty. Payment of the contractual penalty does not avert the obligations to fulfil services defined in the contract or to compensate other damage incurred by us. We are entitled to deduct the contractual penalty incurred from the next payment due to the supplier.

4. Shipping

All order symbols and order numbers are to be quoted in all documents related to our order (confirmation of order, delivery note, shipping documents, invoices, etc.).

Delivery notes and invoices are to be issued in duplicate.

Goods are only accepted Monday through Thursday from 7:00 until 15:30 and Friday from 7:00 until 12:00 or by special arrangement.

Increases in costs and expenses which are incurred due to deviations from the normal shipment procedure or due to a deviation from the form of shipping requested by us (road, rail, etc.) will only be honoured by us if they have been agreed in writing. This applies in particular to goods which have to be sent express as a result of a deadline having been exceeded.

All shipments are to be dispatched with carriage paid and no additional costs. Shipment is made at the risk of the supplier. Our respective shipping regulations are to be faithfully observed.

Unless agreed otherwise, the supplier bears the labour and material costs for shipping, shipping documents, customary packaging, as well as transport insurance.

The supplier is liable for any consequences arising from an incorrect shipping declaration. A dispatch note is to be submitted immediately upon dispatch of each individual shipment. Any costs arising from an omission in the shipping papers of the point of receipt, order number or our item number are born by the supplier.

5. Prices and quotation of prices

Unless agreed otherwise in the contract, the agreed prices are fixed prices and are deemed to include delivery to the receiving plant, inclusive of transportation costs and insurance.

Unless agreed otherwise in a separate contract, the designation of the quotation of prices is subject to the regulations of the Incoterms in each applicable version or the rules of the International Chamber of Commerce, Paris, for the uniform construction of contract clauses.

Unless otherwise agreed, payment will be made by us within 30 days of receipt of the goods subject to 3% discount or within 90 days in full. Payment in no way implies acknowledgement and provides no release from liability. Claims in respect of delivery defects, delay, etc. remain unaffected.

If instalments have been agreed they only fall due when they are called up.

As long as the supplier is in arrears with his goods or services, or guarantee claims are being exercise by us, services on our part, in particular payments, are not due.

6. Assignment, setting-off and right of retention

The assignment of claims against us is only permitted if we have given our written permission in advance. This also applies to undisclosed assignment.

The supplier is not entitled to offset alleged claims against our company without our prior agreement, unless the claim is undisputed or has been legally determined.

Rights of retention on the part of the supplier are excluded to the extent that they are not based on the same contractual relationship.

7. Warranty

The supplier guarantees that the delivery object has no defects which affect its value or usefulness, fulfils the conditions described in the order and possesses the otherwise promised characteristics, complies with the latest regulations of the authorities and complies with the currently applicable technical safety requirements and regulations for the prevention of accidents.

Unless otherwise agreed, the guarantee obligation for recognisable deficiencies expires twelve months after acceptance of the delivery object, in the case of concealed deficiencies, five years after the acceptance.

Within the framework of the guarantee in the case of material defects, at our discretion we are entitled to take advantage of the statutory guarantee claims, including subsequent improvement. The supplier is not entitled to plead that the delivery was not immediately inspected or that a complaint was not immediately lodged in respect of a defect which has appeared. Our notice of defect suspends the running period of guarantee.

Should we demand subsequent improvement, the supplier bears the expenditure for the purpose of improvement, in particular, transport, travelling expenses, labour and material costs. This also applies to the disassembly of the delivery object if this is required for the purpose of processing or it has become an essential component of other objects.

In urgent cases or if the supplier does not meet his guarantee obligations within a reasonable amount of time, we are entitled, at the expense of the supplier, to replace defective parts or have them replaced by a third party or to make repairs and to rectify damage which has occurred at the expense of the supplier.

If it is not possible to remove defects we are entitled to demand a replacement delivery. The same applies if a defect which we have notified is not removed within a reasonable period of time.

8. Order documents

Documents and objects, such as, e.g. drawings, parts lists, calculations, models, moulds, equipment, materials, etc. which we make available or pay for in connection with the implementation of an order remain our property and are to be kept confidential and to be returned, unsolicited, to us once the order has been completed. The supplier is liable for their loss or damage up to the point of correct return, as well as for improper use.

Excerpts and reproductions may only be supplied to sub-contractors with our prior permission and only if the passing on of the information is essential for the implementation of the contract. In this case, the sub-contractor is to be bound to non-disclosure.

9. Proprietary rights of third parties

The supplier guarantees that the delivery and the use of the delivery object does not contravene the proprietary rights of third parties, in particular patents, design patents, intellectual property and competitive rights, and will release us from any claims made by third parties.

10. Limitation Period

Claims against us, arising from or in connections with the order, expire after the expiration of two years subsequent to the date of receipt of the delivery and the invoice.

11. Withdrawal

In cases involving an act of God or unexpected events which are beyond our control, we are entitled to fully or partially withdraw from the contract or demand the goods or services at a later date. Damage claims on the part of the supplier are excluded.

Environmental protection and accident regulations

The supplier is obliged to take all necessary precautions regarding environmental protection and accident protection in respect of the delivery object and to heed all statutory and official requirements.

12. Miscellaneous

All disputes arising from this agreement are subject to Austrian law. The place of jurisdiction is Vienna.

Should individual conditions in these Purchasing Terms and Conditions prove legally inapplicable, the remaining purchasing terms and conditions remain unaffected. The partners to the contract are obliged to replace the inapplicable condition with an agreement which approximates the economic purpose of the original condition as closely as possible.