

General Terms and Conditions of Business

1. General

These Terms and Conditions are based entirely on corresponding contractual relationships with the Contractor. Individual agreements that deviate from the Terms and Conditions will take precedence over these provisions. General terms and conditions of business submitted by the Client will not apply, even when the Contractor does not object in individual cases. Requests for amendment must be submitted in writing.

2. Scope

The Contractor will only work to these Terms and Conditions of Business; this also applies for additional orders and follow-up orders.

3. Offers

Offers will only be submitted in writing, via post or fax. In principle, the acceptance of an offer is possible in respect of the overall offered service.

4. Purchase orders and order confirmations

Insofar as not already otherwise stated on the basis of a binding offer submitted by the Contractor, orders or purchase orders from the Client addressed to the Contractor require an order confirmation for the formation of a contract. The acceptance period is 48 hours after receipt.

5. Prices

The euro is agreed as currency. If between conclusion of the agreement and performance of the services changes should occur in:

- Salary costs and/or
- Procurements costs of materials to be used,

whether by law, directive, collective agreement, regulation imposed by an official authority, other official measures or due to changes in world market prices, then the prices in question will change accordingly, unless the period between placement of the order and the performance of the service is less than two months.

6. Alterations in services and extra services

The contractor will have the right of claim to appropriate additional remuneration for extra or altered services ordered by the Client but not covered in the issued order. In principle, this is to be accomplished by means of a separate order confirmation. The Contractor will have the right to carry out minor changes acceptable to the Client.

7. Performance of service

The Contractor is obliged to perform the service as soon as possible after all technical and contractual details have been resolved and the Client has fulfilled all his obligations as well as providing the structural, technical and legal prerequisites for the implementation. Necessary approvals from third parties, particularly from official authorities or energy supply utilities are to be procured by the Client: the Contractor is authorised to arrange for prescribed notifications to official authorities at the Client's expense. For the period of the performance of the service, the Client is required to place appropriate accommodation at the disposal of the Contractor free of charge, for the secure storage of tools and materials.

The energy required for the performance

of the service, including test operation, is to be provided by the Client free of charge.

If, by its very nature, the commission is to be performed urgently or its urgent performance is desired by the Client and this was not known at the conclusion of the agreement, then the thus-accrued additional costs such as overtime premium supplements, costs for faster material procurement, etc., will be invoiced separately.

In principle, services can only be provided during the Contractor's attendance hours. If a delivery is to be effected outside the attendance hours at the Client's request, then the accrued additional costs are to be paid by the Client.

8. Times for performance and deadlines

Foreseen delivery and completion deadlines are binding for the Contractor when their compliance has been agreed. When the commencement of the performance of the service or the performance itself delayed and the delay was not caused by circumstances attributable to the Contractor, then also the mutually agreed, including "guaranteed" or "fixed" dates and periods will be postponed accordingly. Any additional costs arising as a result of the delays are to be borne by the Client when the circumstances that caused the delay cannot be attributed to the Contractor. If the Client does not eliminate the circumstances that have caused the delay in accordance with Point 8 para. 2, within an appropriate period accorded him by the Contractor, then the Contractor is entitled to dispose of materials and equipment already procured for the performance of the service elsewhere. In the event of the resumption of the performance of the service, then all periods and deadlines will be extended by the period required for the reprourement of those materials and equipment deployed elsewhere.

9. Provided goods

When equipment or other materials are provided by the Client, then such equipment and other materials provided by the Client are not subject matter of the warranty.

10. Faults

The client is required to check the goods without delay and report any faults within 10 days at the latest, otherwise any due rights to claims will be expired. In the event of liability or rectification from non- or misperformance, then the Contractor will be responsible for the choice of means (particularly between conversion, improvement, reduction or reinstatement). Under no circumstances will the Contractor be liable for careless negligence.

11. Acceptance

Every (phase) final product requires written acceptance within the agreed period – insofar as not otherwise agreed, within 14 days from handover. Where nothing to the contrary is stated in these conditions of sale, then delivery of goods by us will take place ex works (EXW) in accordance with Incoterms in their currently valid form.

The delivery will take place at a time when we can make the ordered item available for collection by the purchaser in the store stated by us, or hand over to the freighter or carrier, and also when the dispatch is carried out at our expense as a result of a special agreement or this is organised and managed by us.

12. Payment

When no other agreements have been

reached, 50% of the price is due on commencement of the service, 40% on delivery and 10% following final settlement of the account. If delays should occur in the implementation of the service in accordance with Point 8 para. 2, then the Contractor is entitled to submit interim invoices for services already rendered, and declare these as due for payment. If, after conclusion of the agreement, the Contractor becomes aware of circumstances indicating the Client's inability to meet obligations or his weak business situation, then the Contractor is entitled to immediately submit and render as payable an invoice for all services performed to date and deem the continuation of works dependent on the provision of appropriate collateral securities by the Client.

The offsetting of outstanding demands of the Client against such by the Contractor is ruled out, except when the Contractor has become unable to meet obligations or that the counterclaims of the Contractor are legally related to his liability from the agreement, judicially established or recognised by the Contractor. For payment delays, 14% interest on arrears is agreed.

13. Reservation of ownership

Until full and final payment has been rendered, all delivered and fitted goods will remain the property of the Contractor. If the Client falls in arrears with payments or the Contractor becomes aware of circumstances in accordance with Point 12 para 3, then the Contractor is entitled to dismantle and/or otherwise redeem the goods and equipment in his conditional ownership, without this representing a withdrawal from the agreement. The Contractor is to be accorded right of access to the premises at any time.

14. Subcontractors

The Contractor is entitled to engage subcontractors.

15. Restriction in the scope of services (performance description)

With installation and commissioning works, the responsibility for damages to equipment already in place as a result of unidentifiable conditions or material faults will be attributed to the Client's account.

16. Warranty

For outstanding faults that were already detected at handover, acceptance or commissioning of the contractual service, there will be no warranty pursuant to Section 928 of the Common Civil Code. Irrespective of a claim for rectification, the warranty will be in the form of the redress of the ascertained fault free of charge within an appropriate period of time. If redress is not possible or only with disproportionately high costs, then the Contractor may choose either to grant an appropriate reduction in price or subsequently deliver the same item as a replacement. The warranty period begins with the handover to or acceptance by the Client or in the event of this not being the case, then on submission of the invoice at the latest. However, if the Client already makes use of the supplied service before handover or acceptance, then the warranty period commences at this point in time.

17. Compensation

The Contractor will only be liable for damage to the items acquired by him for processing during the course of performance of the service. All other claims on the part of the Client, particularly those for reparation for any

further damage including damage consequential to faults are excluded, except for personal damage or that the Contractor is answerable for gross negligence or intent. Claims of the Client relating to the product warranty remain unaffected.

18. Product liability

The supplied services as well as the delivered goods, equipment and systems will only ever provide that degree of safety which can be expected on the basis of the certification regulations, operating and instruction manuals or other regulations concerning maintenance and handling, particularly in respect of stipulated inspections of equipment and systems or on the basis of other given directions.

19. Rejection

A refund must be rendered by the Client for provided material if this delivery indicates more than 2% rejection.

20. Material selection

No liability can be assumed for material selected in accordance with the customer's express wishes.

21. General disclaimer of liability

In general, no liability can be assumed for the functioning or any consequential damage by machines accepted on the basis of customers' wishes (prototypes, etc.).

22. Place of performance

The place of performance is Villach.