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mechatronic
systemtechnik gmbh

General Terms of Purchase

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1. Scope

The following general terms of purchase (GTP) shall apply exclusively to all purchase orders of mechatronic Systemtechnik GmbH (mechatronic). Mechatronic objects to general terms and conditions of the supplier which deviate from these GTP or the provisions of law as well as to any supplementary provisions in the terms and conditions of the supplier, except mechatronic gives its express prior written consent to the applicability of the supplier's general terms and conditions.

The supplier accepts these GTP by accepting an order. Orders, order confirmations and delivery calls are required to be in written form, as well as amendments and additions.

In the case of contradictions between particular order documents in one transaction the following ranking is agreed on:

- the order of mechatronic;
- a Frame Agreement between mechatronic and supplier;
- these GTP;
- Technical agreements, Quality agreements or other Agreements, if agreed at all.

2. Orders

Invitations to place an order as well as requests by potential suppliers, received estimations, results of any negotiations and so on are not binding for mechatronic, except the opposite has been agreed on and do not oblige mechatronic to any payment or compensation or similar.

Orders by mechatronic are binding only, if they are in written form or confirmed by mechatronic in written form. Telefax or E-Mail shall be sufficient. Orders or deliveries without any written order shall not be valid and goods shall not be accepted.

Offers and samples shall be free of costs for mechatronic. Drawings, drafts, models, samples, production guidelines and so on, handed out by mechatronic to the supplier to prepare an offer or to perform an offer remain mechatronics ownership and must not be used for other purposes, duplication, nor made available to third parties.

Orders shall be confirmed by the supplier immediately latest within 2 (two) working days.

3. Prices and terms of payment

The prices specified in the purchase orders are fixed and binding. Price adjustment clauses are not accepted by mechatronic. The prices include any and all services and ancillary services provided by the supplier as well as all ancillary costs.

4. Delivery terms

The period of the delivery / performance specified by mechatronic in the purchase order is binding. The delivery period starts with the validity of the particular contract, if a certain delivery date is not agreed on. The

supplier guarantees the performance of the delivery period / delivery date. The delivery date and / or delivery period is met, if the products are delivered at the delivery date within the delivery period at the place of delivery according to the contract completely.

If the supplier fails to comply with the delivery period / date of delivery / performance, the supplier shall notify mechatronic promptly. The delivery date / delivery period is met with the physical delivery of products at mechatronics or given destination in time or the day of the completion of services. The supplier is obliged to compensate mechatronic for any delays.

Mechatronic is entitled to refuse the acceptance of products, if the delivery date / delivery period is not met and is also entitled to return products at the expense and risk of the supplier or store them at a third place.

If delivery is effected ahead of delivery date / delivery period, mechatronic is not obliged to accept delivery. In the case of acceptance mechatronic is entitled to compensation by the supplier for any additional expenses.

Early deliveries do not impact agreed payment periods and dates. Partly deliveries are accepted only if agreed in written form.

5. Partial deliveries, minor- and major deliveries

Partial deliveries do not substitute full delivery, except such has been agreed expressly or mechatronic has accepted and confirmed it. The mere acceptance of a partial delivery is not regarded to be a confirmation. A minor delivery entitles mechatronic to accept this

delivery and withdraw from the rest of the order without any costs. Mechatronic is entitled to return major deliveries at costs and risk of the supplier.

6. Delivery conditions

Delivery conditions DAP according to incoterms 2010 shall be applicable for deliveries within Europe (destination of delivery is named in the order) including packaging and alliances costs.

Delivery terms FOB shipping point according to incoterms 2010 shall be applicable for deliveries from oversea. Indications regarding specifying the type of delivery, carrier and delivery requirements need to be met.

Additional costs for a different way of delivery to meet the delivery date / period shall be carried by the supplier. The supplier is obliged to support mechatronic by complying with customs details for the import of the products free of costs. In particular, the supplier has to hand out to mechatronic all required documentation within a named period in order to be able to fulfil the custom duties.

Deliveries shall be free of transport and packaging costs for mechatronic if not agreed differently. The risk of transport shall be carried by the supplier. The confirmation of receipt shall be regarded as acknowledgement of receiving the products, not as acceptance of delivery. All deliveries shall contain usual delivery documentation, in particular specification of the order, the number of the supplier, the number of the order, the number of the article and the specification of the article.

7. Non disclosure obligation

All documents including drawings, drafts and samples remain the ownership of mechatronic or its customer. The supplier is obliged not to reveal that information to third parties, but to use the documentation / the information exclusively for the purpose of the particular order and shall not multiply the information, but store them and return them after fulfilment of the order to mechatronic.

The supplier is also obliged, during and after completion of the order, to keep any information regarding the particular production procedure of mechatronic or its customer secret and not to use that information for its own purpose or any third party purpose.

The supplier shall not give any indication to the relationship with mechatronic in its own advertisements except the prior written commitment of mechatronic.

8. Payment conditions

If not agreed otherwise, payments shall be made at mechatronics choice either deducting 3 % discount within payment of 15 days, or net within 60 days after fulfilment of the delivery / performance which means after complete performance and acceptance by mechatronic and receipt of a proper invoice. If it is agreed, that payment shall be done in instalments, mechatronic is entitled to deduct the discount for the individual instalment even if the other instalments are not within the discount period or payment period. Mechatronic is entitled to withhold payments in the case of warranty. Payment such does not mean acknowledgement of warranty free and completeness of

delivery/performance. Payments also as partial payments are regarded to be in time if mechatronic orders the payment latest at the due day.

9. Invoices

Invoices have to comply with the Austrian legal requirements, in particular the law on value added tax (Umsatzsteuergesetz). Mechatronic is entitled to return invoices, that do not comply with these regulations and invoices are regarded as not be received in that case. Payment periods start with the day of receiving the proper invoice, but not before delivery of products or acceptance of the delivery, if not agreed otherwise.

10. Inspection, examination and acceptance

Mechatronic is entitled, after notification in time, to inspect the products to be delivered at place of the supplier, to test them and if necessary to take probes for quality examinations. Mechatronic shall inform the supplier if any technical or other problem with the ordered products seems to exist. Any costs of such examination have to be carried by the supplier in the case of a defect. Such examinations do not release the supplier from his responsibility and warranty for the agreed fulfilment of the order. Beside this right of inspection of mechatronic, the supplier is obliged to make all necessary inspections in order to comply with the order before delivery. The result of such inspections shall be send by the supplier to mechatronic in written form. The supplier can be released from that obligation only in written form.

11. Reservation of title

All right, title and interest in and to the delivered products are transferred to mechatronic. It is agreed, that mechatronic is not accepting any reservation of title of the supplier or any third party, what's over. Any so called extended or prolonged reservation of titles are not accepted and invalid.

12. Transfer of risk

Transfer of risk to mechatronic takes place at the delivery of the products at the delivery destination requested by mechatronic in the order, if not agreed otherwise.

13. Regulations in the international transfer of products

The supplier is obliged to verify, if his products are allegeable with respect to international transfer of products and the export to the destination given by mechatronic in the order papers, whether there are restrictions prohibitions or admission requirements and has to strike that out in the various order and confirmation documentations. If the supplier does not comply with that obligation he shall compensate mechatronic for any damages resulting thereof.

14. Warranty / Notification of Warranty

In the event of warranty, the particular law of the Republic of Austria applies, if not regulated differently below:

Mechatronic shall examine the products delivered by the supplier at the time of receipt with respect to the match between ordered and delivered products, for any quantity variations as well as damages visible on the outside. Mechatronic shall promptly inform the supplier of any defects found on these tests. Apart from that, the

supplier refrains from having mechatronic perform further incoming products inspections. Other defects not found by mechatronic until the delivered products are processed, or until they are used as intended, are announced to the supplier by mechatronic as promptly as they are detected. In this regard the supplier renounces the right of objection.

For an inadequate delivery, the supplier must first be given the opportunity for subsequent performance, that is, to provide either correction of faults or delivery of a new item (spare parts) at mechatronics' choice. In both cases, the supplier shall defray all costs arising for him or of mechatronic, e.g. transportation, travel expenses, labours and material costs. The same applies to any dismantling and installation costs. In the event of subsequent delivery, the supplier must take all defective products back at his expense.

If subsequent performance fails or is unacceptable for mechatronic or does not occur within a reasonable period of time following notification by mechatronic, then mechatronic can withdraw from the contract without setting any further deadline and can also return the products, at supplier's risk and expense. In this, and in other, urgent cases, in particular to avert acute hazards or to avoid major damages, if it is no longer possible to inform the supplier and to set him a deadline, mechatronic can carry out the removal of the defect itself or have it carried out by a third party, at the expense of the supplier.

Warranty claims by mechatronic against the supplier lapse, unless arranged otherwise, 36 months

after the products were received by mechatronic. In the case of delivery of spare parts, the period of limitation starts afresh at the time they are delivered to mechatronic.

The supplier is obliged to compensate any damage, that mechatronic occurs due to a defect delivery or performance.

In each case of deficiency of a delivery, the supplier must pay generalized damages to mechatronic in the amount of € 150,00, regardless of whether mechatronic is entitled to additional claims against the supplier.

15. Supply guaranty

The supplier is obliged to ensure products and or parts of products already delivered for the intended live span of the products and or the spare parts. The minimum period of time for this is 10 years after each delivery or after the serial production of the product has ended. Such following deliveries shall occur to competitive conditions. In good time prior to the end of serial production of products or parts of products, which means at least 12 months ahead, supplier shall inform mechatronic and rend mechatronic the option of placing a final order to the all-time demand.

16. Guaranty

Beside all guarantees given, the supplier guarantees, that the products show the specified or in any other way committed or generally expected characters, the completeness and applicability for the specific purpose. Products shall comply with the state of art.

17. Force majeure

The supplier is liberated and excused from full or partly in time fulfilment of the order only in the event of force majeure. Force majeure shall be qualified in this context as any act of god, act or omission of government, war or similar event beyond either party's reasonable control.

In the event of force majeure, the time for performance shall be adjusted accordingly subject to the party being affected by the delay promptly informing the other party of the force majeure event and taking all reasonable steps to reduce the delay. The supplier shall undertake all acceptable measures to omit or diminish the consequences and inform mechatronic thereof. Dates and periods that are delayed due to force majeure shall be prolonged by the duration of force majeure. Mechatronic reserves the right to terminates orders full or partly, if force majeure lasts longer than two weeks. In that event, mechatronic shall not be responsible to any compensation payable to the supplier and vice versa. If force majeure happens in the sphere of mechatronic, mechatronic is entitled to terminate the order fully or partly at no expenses.

18. Place of Fulfilment

The place of fulfilment of supplier's duties is the receiving location or point of use named by mechatronic respectively.

The place of fulfilment for mechatronics duty to pay is the registered office of mechatronic.

19. Applicable law, place of jurisdiction

For all conflicts from the business relationship between the contracting parties, the Law of the Republic of Austria with exclusion of Private International Law and the Viennese Convention (UNCISG) shall apply and it is agreed, that the court in Klagenfurt shall be the competent court for subject matter jurisdiction. For all conflicts from the business relationship between the contracting parties that have their registered seat outside of the European Union (EFTA) the arbitration rules of the Viennese international chamber of arbitration shall apply. Place of arbitration shall be Vienna.

Mechatronic is furthermore entitled to engage the supplier at its place of jurisdiction as well as its own choosing.

20. Severability clause

Should one of the above – named regulations be or become void or impracticable, the validity of the remaining regulations remains unaffected. In the place of void or impracticable provision, such a provision is considered agreed, that approximates the original intend and purpose of the void or impracticable provision intended by the contracting partners as closely as possible. The same applies to potential contradictions in the contract.

In the event of discrepancies between the terms of the German and English language version, the German language version shall prevail in all cases.

21. Assignment

The supplier must not assign or transfer orders or other rights from the contracts signed with

mechatronic, neither completely nor in part, without prior written authorisation by mechatronic.

22. Set Off

Mechatronic is entitled to set off with claims of any kind resulting out of the relationship with the supplier, against claims and invoices of the supplier.

Stand: Juni 2015