

GENERAL TERMS AND CONDITIONS  
PISEC GROUP GMBH  
Valid as of 01.01.2017

#### 1) Validity of the Conditions

All agreements and offers are based on the following conditions. They are recognized by placing of orders or delivery. We herewith object against differing conditions of the contractual partner, other conditions are only valid if they are explicitly confirmed by us in a written confirmation. A part wise invalidation of this contract does not affect other parts of this contract. Especially the Right of Proprietary cannot be invalidated.

#### 2) Conclusion and content of contract

Our order confirmation or confirmation letter are relevant for the contract content. Side agreements ad supplements of any kind are only binding after our explicit and written confirmation. The content and the interpretation of customary clauses as fob, cif etc. which have become content of the contract per the aforesaid principles depend only on the INCOTERMS 2000 published by the International chamber of commerce in their respectively valid newest version. The Content of the INCOTERMS 2000 becomes insofar content of the contract.

#### 3) Prices

Our offers are not binding. Orders for which there have not been agreed fixed prices are charged according to the list prices valid at the delivery day. The prices are indicated plus tax added value in the amount which is legally prescribed at the day of the invoicing.

#### 4) Time of Delivery

The time of delivery id only approximately agreed.

The delivery time starts with the day of the dispatch of the order confirmation and is respected of the good have left the works/warehouse till the end of the time of

delivery or of the readiness to dispatch of the goods has been communicated. In case of premature delivery this time and not the originally agreed time is relevant.

Partial deliveries are possible. Correct and timely self-delivery is reserved. The time of delivery extends reasonably - also within a delivery delay – in case of unforeseeable obstacles which we could not prevent in spite of all appropriate diligence according to the circumstances – independently if we or our sub-suppliers are concerned - as i.e. plant disturbances, administrative measures, difficulties with energy supply, delay with delivery of essential raw and construction material. This prevails also in case of strike and lockout. We shall inform the customer immediately about such obstacles. In case of later modification of the contract which might influence the delivery time periods extends reasonably as far as no special stipulations have been made.

#### 5) Force Majeure and Labor Struggle Measures

If we are hindered at the fulfillment of our obligations by unforeseeable extraordinary circumstances which we could not prevent in spite of appropriate diligence according to the circumstances – independently if we or our sub-suppliers are concerned – as p. e. plant disturbances, administrative measures, delays regarding the supply of essential raw and construction material, difficulties regarding the energy supply, then the delivery time extends accordingly. If due to the aforesaid circumstances the delivery or service is not possible we get released from the delivery obligation. If in the aforesaid cases the delivery time extends or if we get released from the delivery obligation, eventual damage claims and rights of retention of the customer are not applicable. If the aforesaid circumstances happen to customer the same legal consequences are also valid for his obligation to accept delivery. We can only refer to the aforesaid circumstances if we inform the customer immediately. If we fail to do so the favoring legal consequences are not applicable.

#### 7) Passing of Risk, Shipment and Freight

##### a) Validity of the INCOTERMS 2000

If according to No. 2 of these conditions customary clauses as fob, cif etc. become subject of the contract, then the passing of risk, shipment, freight and transport

insurance are exclusively subject to the respective clauses. The content and the interpretation are only determined by the INCOTERMS 2000 published by the International Chamber of Commerce in its respectively valid newest version which becomes insofar part of the contract.

b) As far as no customary clauses have become subject of the contract for passing of risk, shipment, freight and transport insurance prevails as follows:

If the goods are sent to the customer at his request, then now of delivery to our transporters, latest at the moment of leaving our possession or ware-house, the danger of accidental destruction or accidental deterioration of the goods passes to the customer, independently from the fact if the shipment has been made from the place of performance and who pays the shipment. If the goods are ready for shipment and if the shipment or take-over is delayed for reasons which we have not to defend, then the danger passes to the customer at the moment of the information about readiness for shipment. Insurances are concluded at request and costs of the customer.

#### 8) Product Liability

All recourse receivables that the contracting party could align to us are excluded. Exceptions take place if the contracting party can prove a fault that could have been seen and solved by us.

#### 9) Right of Proprietary

The delivered goods remain our property till the total payment of all claims from our business relation with the customer has been received. The transfer of different claims in an open invoice as well as striking of a balance and their acknowledgment is not relevant for the right of proprietary. As payment prevails the entry of the counter-value the customer is entitled to resale of the reserved goods within normal business transactions; a mortgaging, transfer of ownership by way of security or security cession is not admitted. The customer is obliged to secure our rights in case of resale of the reserved goods by means of credits.

The customer assigns to us already now the claims of the customer from the resale of the reserved goods; we accept this assignment. Independently from the assignment and the right of collection of the supplier, the customer is as long entitled to collection as he fulfills his obligations towards us and suffers not from financial collapse. On our request the customer has to give us the necessary information regarding the assigned claims and has to inform the debtors about the assignment.

An eventual processing of the reserved goods can be made by the customer without any obligations for us. In case of processing or mixing of the reserved goods with other goods not belonging to us, we are entitled to the arising property part at the new goods in relation of the facture value of the processed resp. mixed reserved goods. If the customer purchases the sole property at the new goods then the contracting partners agree that the customer grants us co-property at the new good in relation of the facture value of the processed resp. mixed goods and holds them in custody for us without any costs.

If the reserved goods are resold together with other goods, independently from the fact if without or after processing or mixing, then the aforesaid anticipatory assignment prevails only in the amount of the facture value of the reserved goods which are resold together with other goods.

The customer has to inform us immediately about g execution measures of third parties regarding the reserved goods or the anticipated assigned claims by rendering the documents which are necessary r an intervention.

We are obliged to release the securities to which we are entitled according to the aforesaid conditions on request of the customer insofar as their value exceeds the claims to be secured 20% and more.

## 10) Warranty, Liability and Notice of Defects

### a) Warranty claims for defects

If the subject of delivery is deficient or if promised qualities are missing or if it becomes deficient during the period of warranty, then we have to care for replacement excluding further warranty claims. We have to be informed in writing about the statement of such deficiencies immediately – in case of recognizable deficiencies latest within 10 days after receipt, in case of not recognizable deficiencies immediately after realization. The warranty obligation begins with the delivery of the goods to the customer; it ends latest 6 months after the goods have left our works/ware-house. If we let pass an appropriate additional time without having cared for replacement, then the customer has a right for cancellation excluding all other claims.

### b) Other damage claims

We are liable for damages which are due to our intentional or negligent conduct or the conduct of our employees. Damage claims due to impossibility of service, to delay, to positive claim violence, to fault at the moment of contract conclusions or due to illicit acting are excluded. In these cases the customer has a right for cancellation excluding all other claims.

### c) Refusal of service, right of retention and right of set-off

If counterclaims of the supplier are acknowledged by us resp. if they have been stated by court, then the customer can set-off his counterclaims with our claims resp. refuse or retain his service. If there is no acknowledgment of counterclaims by us resp. no statement by court, then the customer cannot refuse his service due to his counterclaims and he cannot retain or set-off these counterclaims.

## 11) Place of Performance and Place of Jurisdiction

The place of jurisdiction for all disputes resulting from the contractual relation is Vienna, or at our choice also the domicile of the customer. The contractual relation is submitted to the law of the Republic of Austria.