

GENERAL PURCHASE CONDITIONS

GENERAL

1.1 Insofar as no other written agreement has been made or is specified in the following conditions, the legal provisions are valid. Any conditions set by the Seller or supplier (hereinafter referred to as Seller) that are at variance with the terms are non-binding for us in any event, even in the case that these are not explicitly contradicted.

1.2 Only those orders duly executed, issued in writing on our order forms are binding, this applies as well to additional orders and follow-up orders and to amendments to orders already issued.

1.3 The order is to be confirmed to us in writing within 7 days, failing which we are entitled to cancel the order.



DELIVERY

2.1 The specified period of delivery shall be calculated beginning with the date of the written order. Should delivery not follow within this period of time or be incomplete, we will assert our legal rights without setting a further deadline.

2.2 Notice is to be given by the Seller in writing regarding any foreseeable delay in delivery immediately upon becoming aware of this delay, stating the reasons and the likely duration of the delay. In this case we may withdraw from the contract immediately upon receiving this notification without setting a further deadline and, at the expense of the Seller, shall effect a covering purchase. In cases of delays in delivery resulting from force majeure we may withdraw from the contract completely or partially or lay claim to completion at a later date, without there being any demands made by the Seller on us.

PRICES AND TERMS OF PAYMENT

3.1 If the price is increased after confirmation, but prior to delivery, there shall only be a commitment to purchase at the increased prices, if this price increase has been explicitly agreed to. In the event of a discount, the valid price shall be that applicable on the day of delivery.

3.1 The deliveries shall be made in accordance with our instructions. If the Seller proceeds with the despatch without our express consent or against our shipping instructions, he/she shall be liable to use for any resulting prejudice, including any resulting lost profit. The Seller shall promptly notify details of the despatch in writing or by fax/email prior to arrival of the goods.

3.2 The goods shall be packed in commercial form, to a sufficient extent at all times, and protected against detrimental influences of any type at all times. Marking requirements which we may prescribe must be complied with exactly. The Buyer reserves the right to send back any packaging, which cannot be disposed of simply or is environmentally problematic, at the cost of the seller. For sellers from Austria: if you are a member of the ARA, we request that you please notify us of your license number when sending your order confirmation.

3.3 In the event of delivery delay, we reserve the right, regardless of fault, to impose a contractual penalty in the first week of 3 % as well as 1 % for each additional week or part thereof.

3.4 Cash on delivery shipments will only be accepted when this has been expressly agreed beforehand.

RETENTION OF TITLE

4.1 The Seller is obliged to treat all data and information made known to him/her in the course of our business relationship as a trade secret. This obligation extends to the Seller's staff and subcontractors as well. It is to continue on upon completion of the business relationship.

4.2 Drawings, models, templates, samples and similar items remain our property and may not be ceded or otherwise made accessible to unauthorized third parties. The reproduction of such items is only permitted insofar as this is necessary for carrying out the order.

5.1 We shall make payments upon receipt of auditable invoices and - unless otherwise agreed – within 30 days of receipt of goods or 14 days 3 % discount, or 30 days net.

5.2 At our option, payment can be rendered in cash or at three month's acceptance. We reserve the right to extend our acceptance for another three months.

5.3 The Seller agrees to accept a compensation of receivables and payables of every description also including those of our affiliates.

5.5 Outsourcing of deliveries and other services shall entitle us to withhold due payments.

LIABILITY FOR DEFECTS

6.1 For any defects of delivery – which also includes any lack of warranted or standard properties - or wrong delivery, the warranty period of the supplier, unless otherwise agreed, shall end two years after acceptance or unhindered commissioning or detection of any hidden defects. Regardless of our other rights, we are entitled to remedy any such defects ourselves, have them remedied by third parties or to effect a covering purchase without prior notification at the expense of the Seller, should the Seller not meet his obligations within a reasonable period of time. Notice of defects is considered to be legally refunded with:

- a) obvious defects up to six weeks from acceptance,
- b) hidden defects up to six weeks after detection.

For goods usually kept in their packages until being used, defects discernible only after unpacking shall be considered as being hidden defects. In the event of compensation or repair, the warranty term shall recommence.

6.2 The delivery must conform to the intended purpose, be state-of-the-art with regard to science and technology, meet the contractual requirements and applicable standards as well as conform to the relevant conditions of the authorities and professional associations.

The Seller further guarantees that the goods may be purchased and put into circulation without violating any industrial property rights or any other rights of third parties in particular trademark rights, design protection rights, patent rights and copyrights and without violating any competition law provisions. The Seller is obliged at his own expense to ward off any relevant claims made by third parties and to reimburse the Buyer for any costs involved

PRODUCT LIABILITY

7.1 The Seller further guarantees that the product ordered is free from defects in regard to design production, and instruction in the sense of the provisions of the product liability law. The Seller guarantees in particular that in acc. with the state-of-the-art with regard to science and technology at the time of placing the product on the market there are absolutely no defects of the product.

7.2 The Seller undertakes to provide the Buyer with all relevant information, which may be of use in ensuring the delivery of a flawless product in accordance with the product liability law (e.g. operating instructions, warning information, approval regulations etc.). If the Seller should subsequently become aware of any circumstances, which could result in a product defect in accordance with the product liability law, he/she undertakes to promptly notify the Buyer of the same and reimburse all costs incurred for any possible return of defective products. In the event of a return, the Seller shall be obliged to refund any purchase price already paid plus make good any lost profit suffered by the Buyer as well as any further costs incurred by the Buyer due to the non-availability of the ordered goods.

7.3 Any limitations resulting from the obligations of the product liability law or any other product liability regulation that may be applicable on the part of the Seller as well as any limitations of the entitled claims of any kind according to this law or any other provisions on the part of the Buyer shall not be acknowledged.

7.4.7.2 In the event of the Buyer being subject to claims by third parties as a result of a defect of the delivered product, the Seller is obliged to provide any possible aid to the Buyer, to indemnify and hold him/her fully harmless in respect of any claims and to subrogate any redress. The Buyer shall assume that the delivered product is a product of the Seller which the Seller shall be liable for in respect of the provisions of the product liability law as producer or importer. Should the delivered product or individual subproducts subsequently turn out to have not been manufactured or imported by the Seller himself, the Seller after all is obliged to be liable against the Buyer in his role as producer or importer. The Seller refrains in this case particularly from objecting that he is liable as being only the dealer of the product.

7.5 Even for claims arising for product liability, the parties hereby agree that the responsibility for handling the same shall be expressly and exclusively that of the court in Austria which has in-rem and territorial jurisdiction. Austrian product liability law shall apply. In the event of any conflict-of-law rules arising from overseas product liability law, the applicability of substantive Austrian law is agreed on regardless.

PLACE OF PERFORMANCE AND APPLICABLE LAW

8.1 The place of fulfilment for the delivery and the transfer of risk in case the take-over has not been rejected is the place of destination named by the Buyer. The place of fulfilment for payment shall be Villach.

8.2 The exclusive legal venue is Klagenfurt. However, the Buyer is also entitled to take legal action against the Seller via his/her general legal court.

8.3 Austrian law shall be applied. The application of the United Nations Convention on Contracts for the International Sale of Goods, Federal Law Gazette 1988/96 shall be excluded.

MISCELLANEOUS

9.1 In the event of individual provisions in the contract becoming ineffective, the remaining provisions shall be binding. In place of any ineffective provisions, agreement shall be reached on an alternative that reflects applicable law and comes as close as possible to the commercial sense of the ineffective provision.



9.2 Provisions of Rappold Winterthur Management:

The Seller guarantees that the deliveries and services shall be state-of-the-art with regard to science and technology, comply with the applicable legal provisions and the relevant conditions and guidelines of the authorities, professional associations, trade associations as well as observing applicable legislation. This scope shall also include the construction, commercial and road traffic provisions as well as the claims under the Waste Management Act and the Packaging ordinance.

If the delivery includes machines, devices or systems, these must correspond to the requirements at the time of contract performance for specifically applicable safety regulations and possess a CE mark. Certificates of composition or origin must be submitted no later than the time of delivery.