

Purchase Conditions, Status April 2016**1. GENERAL**

The following conditions apply for all businesses, unless the contracting parties have stipulated otherwise explicitly and in writing. Deviating conditions, which we do not recognize explicitly in writing, are non-binding for us even if we do not contradict them.

2. REQUEST FOR QUOTE AND ORDER

Our requests are non-binding and oblige us to no remuneration or cost restitution for the quote. The offers should correspond to the request for quote text. Deviations of the offer from the request for quote are to be emphasized in particular. Alternative proposals can be submitted separately. We reserve the right to accept only parts of the offer and, in addition, are not obliged to indicate the reasons for the non-acceptance of an offer. Only orders in writing given on our order forms furnished with our corporate logo are binding for us. Orders issued in any other form, as well as verbally arranged extensions and alterations, require our written confirmation. It is absolutely necessary that our order number be given in confirmation of order, delivery note, advice of dispatch, bill, etc., and in all other associated correspondence.

3. CONFIRMATION OF ORDER

Every order is to be confirmed immediately in writing; otherwise we consider consent as being given in full with regard to the contents after a notice period of 3 calendar days has expired, calculated from the date of issue of our order. If the Contractor should confirm the order with the addition of his own general sales and supply conditions, deviations are to be recorded explicitly with respect to the conditions of our order correspondence and/or our purchase conditions; these deviations are legally binding for us only if they are accepted by us explicitly in writing. Significant violations of the contractual obligation by the Contractor, which result in considerable disadvantages for us, entitle us to withdraw from the order without expiry of an additional period of time and to make claims for damages.

4. PRICES, TERMS OF PAYMENT & RENDERING OF ACCOUNTS

The prices are fixed prices. They apply including packaging. Increases in prices occurring in the meantime are ineffective with respect to ourselves. However, if the Contractor reduces his prices with respect to other customers before the date of delivery, the reduction also benefits us. If orders are submitted on our part without specification of prices, these are to be announced by the Contractor in the confirmation of order and apply, provided that a comment, other than that recognized by us, is not implemented within 10 days. Aside from special agreements, we make payment as follows:

Within 14 days minus 3% cash discount; within 30 days minus 2% cash discount; within 60 days minus 1% cash discount, within 90 days net, according to our discretion, in each case calculated from the goods receipt and from billing document receipt date if the billing document comes in later. Deviations require our written approval. The bills must be presented in duplicate with details of our order number. In case of dispatches from a foreign country, 2 bills and, provided that it is required, a certificate of origin, are to be affixed to the dispatch papers in addition (consignment note, parcel registration card, dispatch certificate).

The transfer of the invoice to third parties is excluded. We are entitled to compensation for outstanding debts on our part with respect to the Contractor with his debt arising from delivery or performance in compliance with the order.

5. DELIVERY TIME and DELIVERY DELAY

The delivery schedules stipulated in the order and/or delivery schedules are dates of receipt and are to be adhered to absolutely. Insofar as it happens that the arranged supply and call-up notice periods cannot be adhered to, the supplier is obliged to inform us immediately in writing. If an arranged deadline is not adhered to without written notification, we are entitled, regardless of any other legal claims and without setting an additional period of notice, to withdraw from the contract or to procure a replacement from a third party. A penalty of min. 5% of the order value per late, begun calendar week is considered as being validly arranged. All additional costs accrued by us from non-compliance with the delivery schedules are to be borne by the Contractor, and the acceptance of late delivery or performance should not be considered as a disclaimer on damage compensation claims. Early delivery is permitted only with our explicit approval. The settlement of these goods supplied in advance is implemented as if an on-time delivery had been implemented.

6. DELIVERIES

The quantities ordered by us are binding. Deliveries with more or less quantity require our prior written approval. This order applies only if we can withdraw from the order at any time or reduce the quantities without additional costs.

7. DISPATCH OF THE GOODS

Delivery and dispatch of the goods is implemented to our specified delivery address free of all expenses arising from the costs and risk of the supplier. In case of arranged pricing level ex works or distribution center, the consignments are to be provided using the most low-cost method, provided that nothing different has been explicitly desired by us. Additional costs for an accelerated transport, which is necessary for compliance with the delivery times, are to be borne by the supplier.

8. DELIVERY NOTE AND NOTIFICATION OF DISPATCH

A delivery note is to be enclosed with every dispatch. Notification of dispatch and delivery are to be announced two days prior to delivery, otherwise delay times can result.

9. ACCEPTANCE OF THE GOODS AND LEGAL PASSAGE OF RISK

The acceptance of the goods is implemented at the reception point through service recipients authorized by us, and are subject to a later quantitative and qualitative control check on the occasion of processing and/or utilization.

10. GUARANTEE AND CUSTOMER'S COMPLAINTS

For the Contractor, any rejection of customer complaint not submitted in time is excluded, provided that the customer complaint is submitted within the legal notice period of the ABGB. The costs of the dispatch to the destination and back, as well as the costs for the unpacking and packing of the delivery complained about, are to be borne by the Contractor in this case. You take over the warranty obligation for all goods supplied by you, even if they were not generated by yourself. In addition, the legal warranty claims apply. All payments are made subject to reservation of a possible error and do not imply either the confirmation of a claim regarding amount or reason, or any disclaimer on customer complaint.

11. CONTRACT TRANSFER

A transfer of orders issued by us - in whole or in part - to one or more different suppliers requires our explicit written approval.

12. PATENTS AND INDUSTRIAL PROPERTY RIGHTS

Through acceptance of the order, the supplier explicitly declares the subject of the delivery is not encumbered by any liability rights, in particular industrial property rights of third parties. If nevertheless any rights should be asserted by third parties, the supplier has the obligation to exempt us from any damages and proceedings, and to compensate us fully for any damages arising from this.

13. WITHDRAWING FROM THE CONTRACT

Except for the general legal stipulations, the following in particular entitle us to withdraw from the contract without the possibility of any claims being made on the part of the Contractor:

- a.) Non-compliance with the delivery commitments by the Contractor, as detailed in Item 5 of these conditions.
- b.) Force majeure which makes the completion, completely or in part, of our business arising from this order impossible.
- c.) Cancellation by our Principal of the order issued to us for the implementation of the business with which this order is associated.

14. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

Place of performance for the payment and delivery is the seat of our company, even if the transfer is implemented at another location according to agreement. The courts responsible for the seat of the Principal are place of jurisdiction for all legal disputes arising from supply contracts.