

## Terms of sale

### § 1 General provisions

Our supplies and services are provided exclusively under our general terms of sale. The client's general terms of business, where these differ, shall not apply unless accepted by us in writing. Our terms of sale shall even apply if we supply the client without reservation, knowing of contradictory client terms or terms of the client that deviate from our terms of sale.

Any agreements made between us and the client for the purpose of execution of this contract shall be stipulated in writing. This shall not apply if the parties, after conclusion of the contract, make express verbal agreements, mutually thereby modifying the requirement for written confirmation. Our Terms of sale shall also apply to future business with the client.

### § 2 Prices

All prices are based on the acceptance of complete consignments net ex works or dispatching warehouse together with lawful turnover tax provided that there are no contradictory stipulations in the order confirmation.

Packaging is charged for at cost. Within Austria, supplies are free of packaging and delivery charges provided that the invoiced amount per delivery is above 250,-- Euros.

If the client fails to accept a complete consignment an extra charge for small quantities will be charged on our selling price

### § 3 Terms of payment

Our invoices for transactions within Austria are payable within 8 days of the invoice receipt with 3 % discount or within 30 days of the invoice receipt net. Payments are always used to settle the oldest due items owing. Should the client fall into arrears, we are authorized to calculate interest on arrears at flat rate of 5 percentage points per year above the discount rate of the European Central Bank. If we are able to prove higher damages on account of default, we are entitled to enforce this claim.

The client shall only have the right to offset payments if his counterclaims have been legally established are undisputed or are recognized by us. Apart from this, he can only exert the right to retain payment if his counterclaim is based on the same contract.

### § 4 Delivery

The delivery times quoted by us shall be considered to be approximate if nothing has been expressly agreed to the contrary.

Should we delay for other reasons for which we are responsible, the client shall be entitled to compensation for each complete week of delay a flat charged compensation for the default in the amount of 3 % of the value of goods to be delivered, maximum 15 % of the value of the goods to be delivered subject to the verification a lesser damage by us.

If the customer sets us a reasonable period of grace with the threat of resignation after we are already in default, he is entitled to withdraw from the contract after the fruitless expiration of this deadline. If the default is based on intent or gross negligence the customer has the right to compensation claims for non-performance in the amount of the foreseeable damage. By the way the liability for damage is limited to 50 % of the loss occurred.

The limitations of liability referred to the preceding phrases don't apply, if the customer can enforce, that he is no longer interested in performing the contract due to our applicable default.

Adherence to our obligation to deliver shall be based on timely and proper fulfillment of the client's obligations.

Because of unforeseeable and for us unavoidable blockages and traffic blocks, fire damages, floodings, scarcity of labour, energy shortfall, want of raw material, strike, lockout, blockage at consignment, official decree as well as other unforeseeable and for us unavoidable barriers, we are legitimated to extend delivery time in an acceptably way at least for the duration of the blockage. Should the disruption last longer than 6 weeks, we are legitimated to withdraw from the outstanding/uncompleted part of the contract.

### § 5 Complaints

We must be notified immediately in writing of complaints on account of recognizable defects or on account of the recognition of incomplete or incorrect supplies.

We shall be notified of other defects immediately in writing once they are discovered.

In the event of failure to notify us of complaints or defects in good time, the supply shall be considered to have been accepted.

### § 6 Guarantee

We guarantee our warranted characteristics and accuracy according to recognized rules of technology. Changing in the construction or design which neither affects the efficiency nor the value of the ordered item, nor the warranted characteristics are reserves and don't entitle to an official letter.

The customer is obliged to hand out the enclosed instruction manual with warranty card to the ultimate buyer. If he supplies reseller, he must advise them of our terms for the end-user-guarantee.

If a warranted property is missing on the delivered article or if it is afflicted with defects, which affects the value or serviceability not only irrelevant, we are obligated to remove the defect gratis within a reasonable time either with remedy

or replacement. The customer is entitled to choose rescission of the contract (redhibitory action) or markdown of the purchase price (abatement) only if the defect cured fails or if it doesn't happen during the period allotted as was as in case of the lack of a warranted property. Further claims of the customer are excluded unless the cause of damage is based on intent or gross negligence or the customer lodges damages for non-performance because of the lack of any guarantees property.

The defects liability period is 24 months from the transfer of perils. This period is a limitation period and applies to claims for compensation of consequential harm caused by a defect, provided that no claims in tort are asserted.

For our white goods we take a quality-covenant on the end user in accordance with the rules of the effective warranty card of each appliance.

This warranty does not tangent the warranty obligations of the client to his customers.

Warranty-repairs on equipment supplied by us, may be exercised only by our own and authorized repair shops.

#### § 7 Other Claims

Other claims by the customer for compensation, on whatever legal foundation, particularly liability for culpa in contrahendo, claim for lost profits or breach of a collateral duty, are excluded.

The provision of § 7 para. 1 does not apply to the violation of cardinal obligations or essential contractual obligations by us. In this respect our liability is limited with the typically, foreseeable damage. The provision also does not apply to claims under the terms of §§ 1 and 4 Product Liability Act and for all cases of disability and impossibility.

As far as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, assistants, agents and auxiliary persons.

The buyer releases the supplier from take-back obligation under the terms of regulation on packaging of 12 June 1991.

#### § 8 Reservation of ownership

The goods shall remain our property until they are completely paid for. This reservation of ownership shall apply until fulfillment of all other claims accruing to us on the basis of the business relationship with the client.

Should the value of securities exceed the receivables by more than 20 %, we are under obligation to release the securities to be released shall be at our discretion.

Reservation of ownership does not preclude the client's right to sell the good supplied in the context of his ordinary course of business. The client shall, however, for as long as reservation of ownership applies, neither assign them as security or pledge them.

The client is entitled to resell the goods supplied during the normal course of his business; however he hereby assigns to us all claims, to the value of the amount of the invoice (including turnover tax) for our claim, accrued due to him from reselling to his customer or third parties.

The client is obliged to oppose any attachments by third parties to collateral (goods reserved and assigned claims), informing them of our rights and shall notify us immediately of such instances. Furthermore, he is obliged to insure the reserved goods to the normal extent.

#### § 9 Applicable law, place of performance and jurisdiction

All legal relationships are exclusively subject to the Austrian law. The UN-Convention on the Sale of International Goods shall not apply to contracts concluded with us.

Should the customer be a businessman, a public sector corporation or public fund assets, the location of our seat of business shall determine jurisdiction; we are however also entitled to take action against the client in his local courts.

Where nothing is stipulated to the contrary in the order confirmation, our company seat shall be the place of performance.