

**General Terms and Conditions (hereinafter called: „GTC“ for short) of
Franz Hauer GmbH & Co KG, FN 23177i (hereinafter called: „Hauer“ for short), version 03-2017**

1 Scope of application

These GTC represent an integrating component of all business relationships between Hauer and the customer. All offers and deliveries by Hauer shall be made exclusively based on the latest version of these GTC. These GTC shall also apply to all future business transactions (and thus also for supplementary orders and spare parts deliveries according to point 2.2) even if the GTC are not mentioned therein. The customer's conditions of purchase and General Terms and Conditions, where applicable, are hereby explicitly rejected. This shall also apply if these terms are located on the customer's business papers (offer, delivery ticket, etc.) if Hauer does not reject these anew. This shall also apply if Hauer performs the delivery unconditionally fully aware of a customer's deviating terms and conditions.

2 Order

2.1 Realisation of the purchase agreement, documents and information

All offers made by Hauer are non-binding. The acceptance of the customer's offers by Hauer must be in writing to be effective. Documents, in particular drawings and figures, as well as information, in particular weight and specifications, are considered to be approximate values only.

The customer shall accept minor and objectively justified amendments.

2.2 Scope, supplementary orders, changes

The scope of the order arises exclusively from the written order confirmation by Hauer, supplemented by the bills of delivery by Hauer. A supplementary order by the customer requires express written acceptance by Hauer. This can also be achieved by remitting a new order confirmation. For spare parts deliveries, a written order confirmation can be waived. It shall be replaced by the delivery ticket/confirmation of receipt. This form must be signed and mailed back to Hauer. Changes to the order are binding only if they have been accepted in writing by Hauer.

3 Purchase price

3.1 Amount

The purchase price is the price listed in the order confirmation, according to the current price list by Hauer valid at this point in time, minus the rebate rate resulting from the rebate agreement, or the rebate rate agreed otherwise in writing. This price list shall also contain the delivery terms of Hauer. In the absence of a special written agreement, the prices listed on the price list shall apply, taking these delivery terms as a basis according to the current price list.

3.2 Payment default

Upon payment default, the customer owes default interest of 12 % p.a. In the event of default, the customer shall also commit to compensate Hauer for the any resulting expenses for adequate out-of-court collection or recovery measures pursuant to § 1333 of the General Civil Code [ABGB]. Dunning costs in the amount of EURO 20.00 per overdue notice are considered agreed for any overdue notice issued by Hauer itself.

4 Delivery

4.1 Partial delivery

Hauer is entitled to make partial deliveries. For partial deliveries, Hauer is entitled to invoice these partial deliveries with corresponding invoices based on the parts already delivered; the customer is obligated to pay even partial deliveries when invoiced accordingly.

4.2 Delivery dates and delivery deadlines, delayed delivery

Delivery dates and delivery deadlines are non-binding. If a binding delivery date has been agreed in writing and if that date has been exceeded by three weeks, the customer can set a suitable final deadline of at least 14 days in writing upon the exceedance of which he can withdraw from the purchase agreement. The occurrence of events for which Hauer cannot be held responsible, such as force majeure, strike, lockout, loss of production in the works of our subcontractors or the like shall delay the delivery deadline by the duration of this event. If delivery becomes impossible or unreasonable for Hauer due to the circumstances mentioned above, Hauer shall be released from the delivery obligation in terms of a cancellation of the contract by mutual agreement, without the customer being permitted to derive any claims from this against Hauer, irrespective of the legal reason. Hauer shall inform the customer hereof promptly.

5 Transfer of risk of loss or damage and price risk, transportation risk

Unless agreed otherwise, the risk of accidental destruction as well as accidental deterioration of the object of purchase is transferred to the customer at the time the goods are duly consigned to the forwarding agent. The customer shall bear the transportation risk ex works.

6 Retention of title

The goods delivered are subject to retention of title and ownership shall therefore be transferred to the customer once the purchase price has been paid in full. The customer commits to keep the object of purchase clear from the rights of third parties until payment in full has been made, in particular not to resell nor to pawn the object of purchase, nor to assign it to third parties as security. The customer must inform Hauer promptly of any compulsory enforcement measures taken by third parties regarding the goods subject to retention of title.

The customer is not authorised to adapt or to process the goods.

If the customer defaults on paying the purchase price by more than 14 days, in spite of having been granted a grace period and if Hauer therefore cancels the contract, Hauer shall remain entitled to demand that the object of purchase be returned by the customer. This cancellation shall occur, Hauer's claim for compensation due to non-fulfilment notwithstanding. In addition, the customer shall owe an appropriate fee to Hauer for using the object of purchase.

7 Warranty

7.1 Duty of inspection and obligation to give notice of defects, proof of delivery

The customer is obligated to inspect the object of purchase promptly for completeness and lack of defects. The customer must give notice of defects in writing promptly within the meaning of §§ 377 f UGB [Commercial Code], but no later than within seven days after the object of purchase has been transferred, stating the type and extent of the defect. Deviations that are not apparent must be objected to in writing by the customer no later than one week after these deviations have been discovered and must be specified precisely.

If notice of defects is not filed, or is not filed on time, the delivery shall be considered approved. The raising of warranty or compensation claims as well as the right to refutation on account of mistakes are excluded in this case.

7.2 Scope of warranty coverage; exclusion

Hauer shall provide warranty coverage within the framework of the legal requirements of §§ 922 ff ABGB [General Civil Code], unless modifications are agreed within the scope of these GTC or of the contract signed.

There shall be no seller's warranties for incorrect handling as well as for normal wear and tear. Hauer shall be released from seller's warranty if the customer himself or a third party has tried to repair the goods without prior written consent by Hauer; this provision shall not apply if the customer can prove that the repair measure did not cause the defect or the damage.

7.3 Repair, replacement

Hauer is primarily entitled to repair defects or to replace goods as it sees fit. Should the repair or the replacement fail, the secondary legal warranty rights (price reduction, redhibition) shall apply again.

7.4 Warranty period

Hauer warrants freedom from defects for a period of two years after delivery of the object of purchase. This warranty period is not extended through the elimination of defects of attempts at improvement. Used articles are in used condition according to their mileage and according to the age of the object. Seller's warranty provided by Hauer shall not apply to properties of used objects that can be attributed to their age or their mileage and that can thus be attributed to, or result from, normal wear and tear.

7.5 Claims for compensation

Claims for compensation are limited to damages caused by Hauer intentionally or through gross negligence, with the customer bearing the burden of proof for the fault. Further claims for compensation, in particular with slight negligence, are excluded; this shall also apply to compensation for consequential damages and property damages, proceeds not generated, and damages from third party claims against the customer.

7.6. Restriction to legal warranty liability with regard to usage: exclusion

Legal warranty liability shall only apply under the following preconditions and shall be forfeited as a result of any contravention:

- professional installation and commissioning by Hauer personnel prior to delivery or by a service centre appointed by Hauer
- compliance with all maintenance intervals and maintenance instructions, and all operation and repair conditions
- all prefabricated parts or equipment are used appropriately and according to their designated use

Correspondingly, legal warranty liability shall also be forfeited if any defects or damage can be attributed to the following reasons:

- overload
- improper or unintended use
- negligent or wilful behaviour resulting in damage to the product
- installation of third party components
- other structural modifications which have not been expressly approved by Hauer.

There shall be no legal warranty liability for incorrect handling or for normal wear and tear. Legal warranty liability must not be raised by the customer or any third party without the consent of Hauer. Hauer shall be released from the legal warranty liability if the customer himself or a third party has tried to repair the goods without prior written consent by Hauer; this provision shall not apply if the customer can prove that the repair measure did not cause the defect or the damage. All defective products or parts must be kept in the condition they were in when the defect was identified for the purposes of inspecting the defect. Any disregard of the aforementioned obligations shall render the legal warranty liability null and void.

Any properties of used objects that can be attributed to or result from age or mileage, i.e. to normal wear and tear, shall not justify any legal warranty liability on the part of Hauer.

8 Offsetting, retention, assignment

Offsetting with other counterclaims that have been found to be undisputed or that have been established by law, as well as exercising the right to refuse performance and the right of retention against purchase price claims or other receivables by Hauer is excluded.

If there are doubts in the customer's ability to pay, in particular in the event of default, Hauer can request prepayment or collateral for future deliveries as well as revoke the time allowed for payment, subject to further claims.

Rights and obligations arising from the purchase agreement may not be transferred to third parties by the customer without express written consent by Hauer.

9 Copyright

The construction plans for the object of purchase, in particular construction details, are the copyright-protected intellectual property of Hauer and may be used for the contractually agreed purpose only. They also must not - in whichever manner - be passed on to third parties or left for them to use.

10 General regulations

10.1 Written form

There are no oral side agreements. Modifications, additions as well as the mutual cancellation of this agreement must be in writing to be effective. The same applies to the waiver of written form. The requirement of written form shall also be met by fax and/or email.

10.2 Place of jurisdiction

For all legal disputes as well as those arising from future agreements, it is agreed that the competent court shall be the court in 3100 St. Pölten, Austria, exclusively.

10.3 Choice of law and proper venue

It is agreed that Austrian law shall be applicable exclusively, excluding legal referral related to IPR as well as the UN sale of goods law.

10.4 Separability clause

If any provision of this agreement should be or become ineffective or should a regulatory gap be found, this shall not affect the validity of the remaining provisions. Rather, the parties commit to replace the ineffective provision with an operative provision that comes as close as possible to the economic objective intended by the ineffective provision.