

GENERAL CONDITIONS OF PURCHASING

1. Validity

All of Purchasing Orders and Work Orders placed by us presently and in the future are based exclusively on our General Conditions of Purchasing. General business policies of our contractual partners will find no application and are not incorporated herein. This will also apply if we do not contest possible order confirmations by our contractual partners which contain such conditions or if we accept a delivery without reservation of rights. If writing or the written form is required in these General Conditions of Purchasing, copies of hand-signed documents sent by fax or as .pdf by e-mail as well as electronic signatures of digital documents signed via an electronic signature system are considered equivalent.

2. Communication

Our business partners are obliged to treat any correspondence with us with special diligence. Particularly, all current best practices ensuring a secure exchange of information, integrity of any message content and the reliable identification of sender and receiver must be strictly followed and have to be implemented (especially: scrutiny of e-mail-headers and signatures). Our business partners are fully liable for the safety and security of all information exchanged with us and have to fully indemnify us for any damage arising out of or in connection with any unauthorized access to and/or abuse of their internal or external IT-infrastructure or any other breach of their obligations out of this section.

3. Delivery

-1. All our Orders will be in written format. They become effective with the Order Confirmation or similar acceptance in written format. Our Contractual Partner must expressly point out conditions deviating from our order; otherwise, our order stands as to its contents. Any reference to general business policies of the Supplier are not legally-binding.
-2. Promised delivery dates and terms of delivery are always considered binding. This also applies to scheduled appointments for installation, completion and operational start-up of systems and instruments and parts thereof. Subsequent changes require our written approval. Should extraordinary events preclude compliance, we must be notified promptly in writing. Delays in delivery or other circumstances caused by sub-contractors must be borne by our Contractual Partner. The Supplier is liable for consequences arising from the delay also in the case of call-orders, even if only a partial delivery is delayed. Invoices for quantities and weights shall be based exclusively on the values recorded by ourselves. In the event of a delivery in excess of the order, we reserve the right to return the excess at the supplier's expense.

-3. The goods packed in an orderly manner are to be delivered to the recipient at the destination stated. The transfer of risk to the recipient does not take place until the actual delivery of the goods to the recipient has taken place. Any packaging instructions must be followed. Compliance with the date of delivery is determined by the time of delivery at the point of destination at the delivery location of the recipient. All costs resulting from the failure to comply with these instructions shall be borne by the supplier. A detailed dispatch note concerning each delivery shall be sent to us separately on the day of dispatch. Each delivery must be accompanied by a delivery note (docket). In the event of missing dispatch papers, the delivery will be stored at the supplier's expense and risk until arrival of the said documents. Whether or not specifically stated, any delivery at the destination shall be accepted CONDITIONALLY within the meaning of the provisions on warranty.

4. Prices

-1. The prices and settlement arrangements as agreed are fixed and contain all ancillary performances by our Contractual Partner, including packaging and shipping costs to the point of destination. Only those terms of payment contained in our order are binding. Any other terms of payment are acceptable only if they are expressly confirmed by us in writing. If and inasmuch as in the order does not contain an express indication otherwise, then payment is targeted for 14 days with a discount of 3%; or net within 60 days from the time of receipt of the invoice and proper completion of the order. The discount applies to all such timely payments, even if the payment does not cover the entire accounts payable amount. All payments are made subject to later invoice auditing. We are entitled to an account reconciliation with possible deductions of accounts receivables.
-2. The period allowed for payment must begin with the receipt by us of an invoice, prepared in an orderly manner and according to legal provisions, which is especially prepared for ease of sales tax accounting.

-3. An assignment of accounts receivables by the Supplier to Third Parties may not be made without our express approval in writing.

-4. If, after execution of a contract, we deem it necessary to amend its contents, as, for example, concerning the technical concept or the quantity, our Contractual Partner is obligated to comply with our request, if this lies within the technical capability of the latter. In such a case, the term of delivery is changed only inasmuch as it is unavoidable due to the Order Change. The price is to be adjusted based on the same calculation principles. No compensatory claim for a possible price reduction may be made. Had the Supplier actually already incurred needless expenditures, these must be disclosed to us in writing before we make our disposition. Otherwise, the Supplier may not make any offsetting claims.

5. Warranty, Liability

-1. According to legal provisions, our Contractual Partners are liable for consequences due to delays, for warranty and for compensatory claims. In cases in which we resell products to third parties, the warranty period is extended by up to 6 months past the period of time during which we, ourselves, have to extend a warranty to our customers. In case of defects, we are instantly entitled to demand price reduction or, in case of a not minor defect, cancellation of the contract rather than correction or replacement.

-2. The Supplier guarantees exact adherence to the quality and make-up of the goods and their orderly packaging, labelling and, if applicable, marking as hazardous goods. Tolerance margins must be expressly stated in writing. The Supplier further warrants that delivery corresponds to the legal provisions at the point of destination or in the country of the end-consumer, respectively, if this was made known to the Supplier by us or through any other source. In case of substances or compositions falling under the EU Directive No. 1907/2006 by the European Parliament on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the Supplier guarantees that the goods delivered are in conformity with the law as well as any legal regulations based on it, in each case according to the latest version. The Supplier also guarantees that with delivery no infringement on Third-Party Rights or Patent Laws and Intellectual Property Rights will occur.

-3. The Supplier expressly waives adherence to our business principle of having to inspect goods promptly as to their quality and to register possible complaints without delay. This applies especially with respect to deliveries to third parties, as agreed beforehand also to apparent faults and recognizable wrong deliveries. A claim of grave neglect with regard to inspection of goods may not be raised against us.

-4. If fixed delivery dates have not been met by the Supplier, or if the Supplier does not carry out a delivery on which no express fixed delivery date had been agreed in compliance with a short supplemental span of time maximally 8 days, we may cancel the order. This provision applies also if the goods do not meet the guarantees provided by the Supplier. In that case, Supplier is liable for a flat compensatory amount from us equal to 10% of the purchase price. We reserve the right to enforcement of higher damages. If we do not avail ourselves of the cancellation right, our Supplier will remain liable for damages arising from the contract under the law.

-5. If technical systems, instruments or parts thereof including software are purchased or placed as work order, the Supplier guarantees the operability free of defects and the suitability for the intended and to the Supplier communicated scope of application, in particular also if such purchases or work orders are based on technical drawings, records or descriptions provided by us. In such a case, the Supplier is rather obligated to independently check such technical drawings, records and descriptions made available to the Supplier concerning their suitability and correctness even in connection with system components which are already present. Therefore, he is solely responsible for its suitability and correctness. If the Supplier's technical opinion suggests it, on-site tests and adjustments which are considered necessary may be conducted at no charge. Our responsibility is limited to the proper description of the materials (chemical composition and physical attributes) solely, which are intended to be processed. If defects appear at technical systems, instruments or parts thereof including software despite our correct description of the materials, the Supplier is obliged to indemnify us and hold us harmless, and in particular to compensate any damages of whatsoever kind or nature, be it actual damage or consequential damage. This particularly includes costs for required repairs, conceptual modifications to be carried out, replacement of parts including pipes, or, for instance, costs incurred due to claims of third parties or losses of production.

-6. The Supplier is not entitled to compensatory claims against us for any reason in connection with anticipated orders or execution of the contract, except in cases of grave negligence or intent on our part. In such a case, a claim is limited to a maximum of one-half of the order value.

6. Force Majeure

In the event of force majeure or other hindrances, such as but not limited to wars, armed or terrorist violence, natural disasters (e.g. fire, flood, earthquakes, epidemics, pandemics, etc.), authority interventions, obstructions on transport routes, labour disputes, stopping or cutting-back of production due to unforeseen damage to plant or the interruption in the supply of electricity or any other source of power or energy, material shortages, unexpected absence of personnel, etc., we shall be released from the duty of timely acceptance of the object of the contract for the duration of such incidents. The Supplier will undertake reasonable efforts to mitigate the adverse implications on its performance under this contract. Provided such incidents exceed the duration of four weeks, we shall be entitled to fully or partially withdraw from the contract upon two weeks prior written notice, without the Supplier being entitled to claim any compensation.

7. Property Rights Reserved

-1. Property Rights reserved by the Supplier pertain exclusively under the limitation that we are permitted to resell the goods. Upon further sale by us, these property rights by Supplier are extinguished without possible compensation.

-2. Additional items, provided by us, such as goods, designs, graphics, packaging materials, etc. remain our property. They may only be used for our purposes, as determined by us. In case of further processing co-ownership arises.

8. Confidentiality

The technical conception of systems ordered or technical instrumentation and information regarding manufacture, installation and use of ordered products are subject to special obligations for confidentiality by the Supplier. Such information and records may not be disclosed to third parties, or to non-employees of the Supplier.

9. Place of Fulfillment, Applicable Law, Dispute Resolution

Place of Fulfillment is the business location of our corporation. This Agreement and any action related thereto will be governed by the laws of the Republic of Austria without regard to its rules on conflict of laws (IPR) and the Convention on Contracts for the International Sale of Goods (CISG).

a) Relating to business within Austria and business within the territory covered by the Lugano Convention, other international agreements concerning court of jurisdiction and the enforcement of foreign judgements and/or relevant EC-regulations (EuGVVO): The competent Court having jurisdiction in Klagenfurt, Austria, shall enjoy exclusive jurisdiction. b) Relating to business in any other country: All disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Rules. The panel of arbitrators shall convene in Vienna, Austria.

10. Miscellaneous

Partial legal invalidity shall not affect the validity of the rest of the contract. Amendments to the contractual conditions require the explicit written confirmation of both parties to the contract in order to be valid.