



General Sales Conditions (General Terms and Conditions) of mechatronics engineers for business transactions

1. Validity

1.1. These business conditions will be applicable between us (Grasl Pneumatic-Mechanik GmbH, Europastrasse 1, A-3454 Reidling) and natural and legal entities (in short, customer) for the objective legal transaction as well as for all future transactions, even if these are not explicitly referred to in individual cases, especially in case of **future supplemental or follow-up orders**.

1.2. We will contract **exclusively** on the basis of our General Terms of Conditions (AGBs) and business conditions of the customer will not be acknowledged even if we do not explicitly **object** to them after receipt.

2. Offers, conclusion of contracts

2.1. Our offers will be **non-binding** and must, unless otherwise expressly agreed upon, be accepted in writing within 3 months; these will otherwise be deemed not accepted.

2.2. **Acceptances**, assurances and guarantees from our side or agreements deviating from these AGBs in connection with the conclusion of a contract will become binding firstly and only through our written confirmation.

2.3. The customer must present to us **information** about our products and services given in catalogues, price lists, brochures, advertisements at exhibition stands, circulars, advertising communication or other media (information material), which is not to be attributed to us, if it is making the commissioning decision based on this information.

2.4. **Quotations** will be explicitly non-gratuitous and non-binding.

2.5. The delivery period specified by us will commence only after all technical questions have been clarified.

3. Prices

3.1. For services ordered by the customer, which have **not been covered in the original order**, we will be entitled to reasonable compensation unless otherwise agreed upon.

3.2. Price specifications will be exclusive of the respective **VAT** and ex warehouse. Packaging, transport, loading and forwarding expenses as well as toll and insurance will be borne by the customer.

3.3. We will be authorised to **adjust** the contractually agreed compensations if there have been changes to the extent of at least 5% with respect to

a) the labour costs through a law, decree, collective agreement, company agreements or

b) other cost factors that are necessary for service provision, e.g. procurement costs of the used materials based on recommendations of joint committees or based on the changes in the national or international market prices of raw materials, exchange rates, etc. since the conclusion of the contract.

The adjustment will be made to the extent, to which the actual manufacturing costs at the time of conclusion of the contract change as compared to those at the time of the actual service provision as long as we are not in default.

3.4. The compensation in case of continuing obligations will be agreed upon as **index-adjusted** according to the VPI 2005 (Consumer Price Index 2005) and the compensations will be adjusted based on this. The starting point will be the month, in which the contract was concluded.

3.5. Expenses for **travelling, daily allowances and accommodation** will be charged separately. Travel times will be considered as working hours.

4. Goods placed at disposal

4.1. If the customer provides devices or other materials, we will be authorised to charge the customer 10% of the value of the provided devices or materials as **manipulation surcharge**.

4.2. Such devices and other materials provided by the customer will not be an object of **guarantee**.

4.3. The customer will bear the sole responsibility for the design and functionality of the provided parts.

5. Payment

5.1. Unless otherwise agreed upon, our invoices must be settled immediately after receipt.

5.2. The authorisation for a **cash discount deduction** will require an explicit written agreement.

5.3. The customer's **payment commitments** on transfer vouchers will not be binding for us and the entry will always be made with reference to the oldest debt.

5.4. If the customer gets into default of payment within the scope of other contractual relationships with us, then we will be authorised to **suspend** the fulfilment of our obligations from this contract up to the fulfilment by the customer and also, to **declare** all receivables for already provided services from the current business relation with the customer **due**.

5.5. In case of **exceedance of the payment term**, even only with respect to an individual partial service, the granted refunds will become invalid (discounts, deductions and similar) and will be added to the invoice.

5.6. In case of default of payment, the customer will be obligated to reimburse to us the reasonable costs required for the **collection** (dunning costs, collection charges, lawyer's fees, etc.).

5.7. The customer will be entitled to a **right to offset** only if counterclaims have been determined legally or have been acknowledged by us.

6. Cooperation obligations of the customer

6.1. Our obligation for **service execution will commence** at the earliest as soon as

a) all technical details have been clarified,

b) the customer has fulfilled the technical and legal requirements,

c) we have received the agreed advance payments or securities, and

d) the customer has fulfilled its contractual advance payment and cooperation obligations.

6.2. The customer must arrange for the required **approvals** of third parties as well as reports and approvals of authorities at its costs. The customer must inform us about or point out to us all required peculiarities and circumstance of the use, etc.

6.3. If the customer has the product certified, it will be obligated to inform us about the same in writing. As long as we do not receive such an indication, we will be authorised to adapt and modify the product any time according to the state of the art without an obligation to inform the customer about the same.

6.4. The customer will be liable to ensure that the required **structural, technical and legal requirements** for the product to the manufactured or the object of purchase have been fulfilled, which were defined in the contract or in the information conveyed to the customer before the conclusion of the contract or which the customer had to know based on its relevant technical knowledge or experience.

6.5. The customer will be also be liable to ensure that the technical equipment such as supply lines, cables, networks and similar are technically flawless and operational and are compatible with the products to be manufactured by us or the objects of purchase. If the customer does not give information about the technical equipment here and if there is no explicit enquiry about the compatibility, then we will not be obligated for the relevant check and will not assume any guarantee.

6.6. We will be authorised, however not obligated, to **check this equipment** against a separate compensation. There will be no obligation to check any documents provided by the customer and the given information or instructions with respect to the object of delivery apart from the enclosure of a technical design dossier and the confirmation of compliance with the machinery directive as well as with any other applicable guidelines, and we will not assume any liability in this regard. The obligation for presenting the confirmation can be contractually imposed on the customer, who places the object of delivery on the market.

6.7. The customer will not be authorised to **transfer** the receivables and rights from the contractual relationship without our written consent.

7. Assembly contracts and contracts for labour and materials

7.1. If the customer has ordered the designing and construction together, then it should be noted that these will be executed based on the customer's specifications. The customer will be obligated to inform us about all relevant circumstances and facts and the area of application with local and actual references as well as use, etc.

7.2. In case of assemblies to be carried out by us, the customer will be obligated to ensure that the work can be started immediately after the arrival of our assembly personnel.

7.3. The power, compressed air and water required for the service execution including the trial operation must be provided by the customer at its own costs.

7.4. Before the start of the assembly work, the customer must spontaneously provide the required details about the locations of concealed power, gas and water lines or similar installations, escape routes, other structural hindrances, potential safety hazards as well as the required statistical details.

7.5. Order-related details of the required information can be provided by us on request.

7.6. For objects of delivery, which we manufacture according to the customer's documents (design specifications, drawings, models or other specifications, etc.), the customer will solely guarantee that the manufacture of these objects of delivery will not violate property rights of third parties.

7.7. If property rights of third parties are still claimed, then we will be authorised to suspend the production of the objects of delivery at the risk of the customer until the rights of third parties are clarified; besides, the claims will obviously not be justified.

7.8. We can also claim reimbursement of the necessary and reasonable costs incurred to us from the customer and will be authorised to demand reasonable advances for any possible process costs.

7.9. If service objects are manufactured based on the specifications, drawings, plans, models or other details of the customer, then we will only assume guarantee for the execution according to the conditions.

7.10. The customer must arrange for proper and environmentally responsible disposal of old materials. If we are separately commissioned for this, the customer must compensate for this additionally to the agreed extent if an agreement has not been made on the compensation.

8. Service execution

8.1. **Objectively justified minor changes** in our service execution that are reasonable for the customer are deemed approved in advance. We will further be authorised to adapt and modify the product any time according to the state of the art without an obligation to inform the customer about the same, unless the customer has informed us about a certification of the product. (also refer to 6.3.)

8.2. If the order is revised or supplemented for any reason whatsoever after it has been issued, then the delivery/service period will be extended reasonably.

8.3. If after the conclusion of the contract, the customer wants the service execution within a **shorter period**, then this will require a contract modification. This can necessitate overtimes and/or extra costs can accrue due to the acceleration of material procurement, and the compensation will be increased reasonably in the proportion of the required extra expenses.

8.4. Objectively justified **partial deliveries and services** (e.g. due to the plant size, progress of construction work, and similar) will be permissible and can be invoiced separately.

8.5. If delivery **on call** is agreed upon, then the service object/object of purchase will be deemed called for latest twelve months after the order.

9. Delivery and service periods

9.1. Delivery/service periods and deadlines will be **binding** for us only if they have been determined in writing. Waiver of this formal requirement will also require the written form.

9.2. In case of force majeure, strike, unforeseeable delays and delays that are not caused by us, e.g. delays by our suppliers, or other comparable events that are out of our control, periods and deadlines **will extend** by the period, for which the relevant event lasts. This will not affect the customer's right to withdraw from the contract in case of delays, which make continuation of the contract unreasonable and for which we are responsible.

9.3. If the start of the service execution or the execution is **delayed** or interrupted due to circumstances, for which the **customer** is responsible, especially due to violation of the cooperation obligations as per point 5 and 6, then the service periods will be extended and completion dates will be postponed accordingly.

9.4. We will be authorised to charge 5% of the invoice amount for every commenced month of service delay for the thus required **storage** of materials and devices and similar in our works, whereby the customer's obligation for payment and acceptance will remain unaffected.

9.5. In case of withdrawal from the contract due to a delay, the customer must set a **grace period** by means of a registered letter under penalty of withdrawal.

10. Risk bearing and dispatch

10.1. The risk will be transferred to the customer as soon as we have the object of purchase/the work ready for **collection in the plant or warehouse**, or hand over the same or materials and devices to a carrier or transporter. Dispatch, loading and unloading as well as transport will always take place at the risk of the customer.

10.2. The customer will approve every appropriate **mode of dispatch**. We will be obligated to take out transport insurance at the customer's costs if the customer requests for the same in writing.

10.3. When dispatching, we will be authorised to have the packaging and dispatch costs as well as the compensation collected from the customer **on delivery** if the customer is in default with a payment from the business relationship with us or if a credit limit agreed with us has been exceeded.

10.4. The customer will be responsible for the safety of the materials and devices delivered by us and stored or assembled at the place of service. **Losses and damages** will be borne by the customer.

11. Default in acceptance

11.1. If the customer is in default with the acceptance for more than 4 weeks (denial of acceptance, default with advance payments or similar, no call within reasonable period in case of order on call), and if it has, despite **setting of a reasonable grace period**, not rectified the circumstances caused by it that delay or hinder the service execution, we may use the devices and materials specified for the service execution **for another purpose** in case of a valid contract as long as we can re-supply these within a period that is reasonable for the respective circumstances in case of continuation of service execution.

11.2. If the customer is in default with the acceptance and if contract fulfilment is insisted on, we will also be authorised to store the product with us, for which we will be entitled to a **storage fee** as per point 9.4.

11.3. In case of a justified withdrawal from the contract, we may demand a flat-rate **damage compensation** of 25% of the gross order value from the customer without furnishing any proof of the actual damage. Assertion of higher damage will be permissible.

12. Retention of ownership

12.1. Up to full payment, the products delivered, assembled or otherwise transferred by us will remain our property.

12.2. **Resale** will be permissible only if it has been informed to us well in advance under specification of the name and precise address of the purchaser and we have given our consent to the sale. In case of our consent, the purchase price receivables will already be deemed transferred to us.

12.3. Up to full payment of the compensation or purchase price, the customer must mark this **transfer** in its books and on its invoices and **point out** the same to its debtors. If requested, the customer must provide the contractor with all documents and information that are required for the assertion of the transferred receivables and claims.

12.4. The customer will declare its explicit consent to us entering the **location** of the goods subject to retention of ownership for the assertion of our retention of ownership.

12.5. Assertion of the retention of ownership will refer to a **withdrawal from the contract** only if this is expressly declared.

12.6. We may **use** the recovered goods subject to retention of ownership privately and in the best possible manner.

12.7. Up to full payment of all our receivables, the service object/object of purchase may neither be mortgaged or assigned by way of collateral nor be burdened with **third party rights**. In case of seizure or other types of claims, the customer will be obligated to point out to our ownership and inform us immediately.

13. Our intellectual property

13.1. Objects of delivery and relevant execution documents, **plans**, drawings, cost estimates and other documents such as software that are provided by us or have been produced with our contribution, will remain our intellectual property.

13.2. Their use, especially their forwarding, duplication, publication and provision including copying only in extracts as well as their copying, editing or use will require our explicit **consent**.

13.3. The customer will also be obligated to **exercise secrecy** about the knowledge gained from the business relationship against third parties.

14. Warranty

14.1. The **warranty period** for our services will be two years from their hand-over.

14.2. Unless otherwise agreed upon (e.g. formal acceptance), the time of **hand-over** will be the time of completion, latest when the customer has taken over the service into its power of disposition or has denied the takeover without specifying any reasons. With the day and announcement of completion to the customer, the service will be deemed taken over into the customer's power of disposition unless there is a justified denial of acceptance.

14.3. **Rectification** of a defect claimed by the customer will not imply acknowledgement of the defect.

14.4. The customer must always **prove** that the defect was already present at the time of hand-over.

14.5. **Notices of defect** and complaints of any type must be sent to our headquarters immediately (latest after 30 working days) and **in writing** along with an **error description** that is as precise as possible and under specification of the possible causes; the warranty claims will otherwise become void. The customer must transfer the allegedly defective goods or work as soon as this is doable.

14.6. If **defect claims** of the customer are **not justified**, then we will be authorised to charge the expenses incurred to us to ascertain the flawlessness or to rectify the defect and the customer will be obligated for reimbursement.

14.7. We will be authorised to conduct every **examination** that is necessary according to us or have the same conducted even if it makes the goods or work pieces unusable. If this examination shows that we are not answerable for any defect, then the customer must also reasonably compensate the costs for this examination.

14.8. Transport and travel costs incurred in connection with defect rectification will be borne by the customer. At our request, the customer must provide the required workforce, power and space free of cost and cooperate according to point 6 and 7.

14.9. For defect rectification, the customer must allow us at least **two attempts**.

14.10. We can avert the **demand for replacement** through correction or reasonable price reduction unless there are significant and unrectifiable defects.

14.11. If service objects are manufactured based on the **specifications**, drawings, plans, models or other details of the **customer**, then we will only assume guarantee for the execution according to the conditions.

14.12. A defect will not justify the fact that the work is not fully suitable for the agreed use if this is exclusively based on actual circumstances **deviating** from the **information** presented to us at the time of service provision, since the customer will then not have fulfilled its cooperation obligations as per point 6 and 7.

14.13. This will also not refer to a defect if the **technical equipment** of the customer such as supply lines, cables, networks and similar is not technically flawless and operational or is not compatible with the objects delivered.

14.14. Wearing parts as well as expendables and accessories (e.g. batteries) will not be included in the warranty.

15. Liability

15.1. In case of **financial losses** due to violation of contractual or pre-contractual obligations, especially due to impossibility, delay, etc., we will be liable only for intent or gross negligence and the liability will be **limited** with the maximum liability amount of a third party insurance taken out by us if necessary. This limit will also be applicable with respect to the damage to an object that has been **transferred** to us **for processing**.

15.2. Claims for damage compensation must be legally asserted within six months; these will otherwise **become void**.

15.3. The limitation or exclusion of liability will also refer to claims against our **employees**, representatives and execution assistants due to damage caused by them to the customer without reference to a contract on their part with the customer.

15.4. Our liability will be ruled out in any case of damage caused from **improper handling** or storage, overloading, non-compliance with operating and installation instructions, defective assembly, commissioning, servicing, maintenance by the customer or by third parties that are not authorised by us or natural wear if this event was the cause of the damage. Exclusion of liability will also be applicable in case of neglect of required maintenance tasks.

15.5. If and as long as the customer can avail of **insurance benefits** for damage, for which we are liable, through its own indemnity insurance or indemnity insurance taken out in its favour (e.g. third party insurance, collision, transport, fire, operation

interruption and similar insurances), the customer will be obligated to avail of the insurance benefits and our liability against the customer will be limited to the disadvantages caused to the customer from the availing of this insurance (e.g. higher insurance premium).

15.6. The customer must provide product characteristics, which can be expected by us, third party manufacturers or importers from it in view of the licensing requirements, operating instructions and other product-related instructions and remarks (especially also checking and maintenance) under consideration of its knowledge and experience. As a reseller, the customer must take out sufficient insurance for **product liability claims** and indemnify and hold us harmless from claims of recourse.

16. Severability clause

16.1. If individual parts of these AGBs are ineffective, then this will not affect the validity of the remaining parts and the ineffective parts **must be replaced** with parts that come closest to the economic result of the ineffective parts under consideration of the customs of the sector.

17. General provisions

17.1. These AGBs are subject to the **Austrian Law**.

17.2. Applicability of the UN Convention on Contracts for the International Sale of Goods is ruled out.

17.3. The **place of fulfilment** will be the headquarters of the company

(Grasl Pneumatic-Mechanik GmbH, Europastrasse 1, A-3454 Reidling).

17.4. **Jurisdiction** for all disputes resulting from the contractual relationship or from future contracts between us and the customer will be the relevant local court, i.e. Tulln or St. Pölten.

17.5. Necessary **costs** appropriate for suitable prosecution will be borne by the customer.

17.6. The customer must inform us immediately and in writing in case of **changes** in its name, in the company, in its address, its legal form or other **relevant information**.

You herewith declare that you have read and understood the above sales conditions and confirm and acknowledge their applicability also for the possible subsequent business with us. You also declare that you have taken note of the fact that we contract only on the basis of these AGBs.

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Date, Company stamp, Signature

As on 04/2013