

1. Placing of order, differing conditions

- 1.1. Deliveries and services (consistently called deliveries) shall be exclusively subject to the following conditions. These conditions govern the contractual relationship, unless otherwise agreed in writing in the individual case.
- 1.2. General terms and conditions of the customer will only be effective with expressive written confirmation. Neither an omitted objection nor the execution of deliveries or services shall be considered as recognition of the terms and conditions of the customer.
- 1.3. The following terminology applies to the general terms of sale and delivery:

Conditions	=	General terms of sale and delivery
„we“, „us“, „our“, „ours“	=	<i>astria GmbH</i>
Customer	=	the commercially active or self-employed customer, purchaser or other contractual partner

2. Offer, offer documents

- 2.1. Our offer is not binding, unless otherwise stated in writing.
- 2.2. Catalogues, figures, drawings and other offer documentations are not binding. Provided that they are transferred to the customer, we reserve our copyright and our right to ownership; they cannot be used for other purposes than those indicated by us nor made available for third parties. This applies in particular to written documents, which are treated „confidentially“; before transferring them to third parties, the customer must obtain our explicit written consent.
- 2.3. For the content and the scope of the delivery contract our written order confirmation is relevant. The transmission via remote data transmission fulfils the requirements of the written form.

3. Prices

- 3.1. Our prices apply ex-works/warehouse exclusive of packaging and plus the value added tax legally valid at the time the invoice is issued.
- 3.2. In case of deliveries or services which take place later than once month after the conclusion of the contract, we reserve the right to amend our prices accordingly, if after the conclusion of the contract cost reductions or cost increases, in particular due to collective agreements or material price changes occur. We will prove these to the customer upon request.

4. Delivery

- 4.1. Compliance with agreed delivery deadlines presumes the timely receipt of all documents, necessary consents and releases, in particular plans as well as the observation of the agreed payment conditions and other obligations by the customer. If these prerequisites are not fulfilled in time, the deadlines shall be extended accordingly.

- 4.2. Force majeure, labour disputes, riots, official measures, non-delivery by our suppliers and other unpredictable, unavoidable and serious events release the contractual partners from their service obligation for the duration of the impairment and in the scope of its effect. This applies also if these events occur at a time when the respective contractual partner is in delay. The contractual partners are obligated to adapt their obligations to the altered conditions in good faith and to immediately inform the other contractual partner thereof.
- 4.3. Compensation claims by the customer for delays due to deliveries not made within the agreed time period, are excluded also after the expiration of a deadline. The legal right of the customer to withdraw from the contract, however, remains unaffected, provided that we are responsible for the delay in delivery.
- 4.4. Partial deliveries are admissible. If a partial delivery is in delay, the customer cannot lay claims concerning the other partial deliveries out of this.
- 4.5. Our deliveries are carried out ex works/warehouse, unless otherwise agreed in writing in the individual case. As of the notification of the readiness for shipping or at the latest when the goods will leave the factory/warehouse, the risk shall pass to the customer. This applies also if we carry out the transport. A transport insurance is made only upon special agreement and on the expense of the customer. A liability is not assumed for the fastest and safest transportation. If we carry out the transport, we are liable for transportation damages according to the INCOTERMS, as amended.
- 4.6. Disposable packages will not be taken back. The customer must dispose them at its own expense.

5. Liability for material defects

- 5.1. The customer must inspect the goods immediately after delivery and immediately notify us in writing of possible defects. Hidden defects need to be notified immediately in writing after their discovery.
- 5.2. Until the resolution of the complaint the rejected goods do not have to be further processed. We shall have the opportunity to verify claimed defects on the spot. Furthermore, rejected goods have to be returned to us upon request.
- 5.3. Examples of the article transferred to the customer are orientation or outturn samples. Handing them over still entitles us to deliver according to commercial tolerances.
- 5.4. In case of material defects on newly produced material or services, we will remedy the defect according to our choice or deliver a fault-free item, provided that the material defect existed already at the time of the transfer of risk. Should a replacement delivery also be defective, the customer can, unless the right to assert any damage claim, reduce the remuneration according to item. Upon request and at our expenses the defective parts shall immediately be made available to us – or rather withdraw from the contract. The withdrawal from the contract because of defects, which only marginally affect the usage of the delivery, is excluded. Claims by the customer concerning necessary expenses for the supplementary performance, in particular transportation, road, work and material costs are excluded, insofar as the expenses increase because the item of the delivery shall subsequently be moved to another part other than the customer's business location, unless the movement corresponds to its proper use.
- 5.5. Warranty rights for the delivery of used goods are excluded.
- 5.6. Legal regress claims of the customer are at hand only insofar as the customer has not made any agreement with his customer, which goes beyond the legal claim for defects. Regress claims of the customer towards us exist only up to the amount of the purchase price.
- 5.7. Claims for defects do not arise if the fault can be reduced to the violation of service, maintenance and installation requirements, inadequate or improper use, faulty or negligent treatment and natural abrasion as well as interventions on the delivery item carried out by the customer or third parties.
- 5.8. The limitation period corresponds to 12 months, calculated from the time of the transfer of risk.
- 5.9. Upon request and at our expense, the defective parts shall be immediately made available to us.

6. Payment conditions

- 6.1. If not otherwise agreed, our invoices are payable immediately upon receipt without deduction.
- 6.2. If the customer is in default of payment we are entitled to charge interests in the amount of 8% above the base interest rate.
- 6.3. Offset rights are due only if the customer's counterclaims have been finally determined or recognized by us. Moreover, he is entitled to the exertion of a right of retention, insofar as his counterclaim is based on the same contractual relationship.
- 6.4. If after the conclusion of contract, any circumstances should become known, which may rise doubts concerning the financial solvency based on customary banking standards or if the customer is in default with the agreed payment terms, after unsuccessful expiration of a grace period we are thus entitled to carry out outstanding deliveries only against an advance payment or make it dependent on the lodging of a security.

7. Retention of title

- 7.1. The delivered goods remain our property until the fulfilment of all present claims deriving from the business relationship between the customer and us (reserved goods). Should insolvency proceedings be initiated concerning the assets of the customer, we reserve us the right to withdraw from the contract. If the customer breaches his obligations, in particular in the event of default in payment, we are entitled to withdrawal and return of the goods; the customer is obliged to hand them over. The return or rather the claim concerning the reservation of ownership does not require any withdrawal from our side; these actions or a seizure of the reserved goods by us are no withdrawal from the contract, unless expressly declared by us.
- 7.2. The customer is obliged to separately store and label the reserved goods. He is obliged to treat the reserved goods with the utmost care; in particular, he is obliged to insure them at his own expense against damages by fire, water and theft at the original value. If maintenance and inspection works should be necessary, the customer must carry them out timely and at his own expense.
- 7.3. The customer can neither pawn the reserved goods nor collateralise them. In the case of pledges, seizures or other decrees or interventions by third parties, the customer must refer to our retention of title and must inform us immediately.
- 7.4. The customer is entitled to further sell the reserved goods in the ordinary course of business; however, he already now cedes all claims in the amount of the final bill amount of our claim to us which will accrue from the further sale to his customers or third parties and independently from the fact whether the reserved goods are sold before or after processing. The customer is entitled to collect the claim even after this assignment. Our right to personally collect the claim remains unaffected therefrom.
- 7.5. We undertake not to collect the claims as long as the customer meets his payment obligations through the collected returns, will not be in default on payment, no petition for the opening of an insolvency proceeding is made and no suspension of payment is at hand. In all these cases we can claim that the customer will notify us about the assigned claims and their debtors, will furnish all necessary particulars for the withdrawal, will hand over all respective documents and informs the debtors (third parties) about the assignment.
- 7.6. If the value of the securities we were provided with exceeds our claims of more than 50% in total, we are obliged to release the exceeding securities at our choice on request of the customer.
- 7.7. If and insofar as the registration and/or the fulfilment of other requirements is a prerequisite for the efficiency of the retention of title, the customer is obliged to immediately carry out all necessary actions at his own expense and make all necessary notifications. If and insofar as the relevant legal system does not admit the agreement of the retention of title, the customer will provide us with other adequate securities when taking advantage of credits on goods.

8. Other claims for damages

- 8.1. Claims for damages of the customer, irrespective of their legal grounds, in particular because of the violation of obligations deriving from the contractual relationship or for unauthorized action, are excluded.
- 8.2. Clause 8.1 does not apply to the extent that liability is mandatory under law, e.g., under the Product Liability Act, in cases of intent, gross negligence, injury to life, body, or health, or breach of essential contractual obligations. However, the claim for damages for breach of essential contractual obligations is limited to the foreseeable damage typical for this type of contract, unless the breach was intentional or grossly negligent, or involves injury to life, body, or health. The aforementioned provisions do not entail any shift in the burden of proof to the detriment of the customer.
- 8.3. Item claims for damages by the customer, irrespective of their legal grounds, in particular because of the violation of obligations deriving from the contractual relationship or from unauthorized action, are excluded, does not apply if liability is mandatorily imposed by law, for example under the product liability law, in the event of intent, gross negligence for the reasons of injury to life, body and health..
- 8.4. Insofar as the customer is entitled to a compensation of damages according to this paragraph, it is subject to a limitation period of one year after delivery.

9. Rights of Third parties

- 9.1. If a third party raises justified claims against the customer due to the violation of a commercial protection or copyright (Protection rights) based on products delivered by us and used as per agreement, we bear liability vis-à-vis the customer as follows:
- 9.2. Claims of the customer are excluded insofar as the customer is responsible of the protection right violation or if the protection right violations occurred due to specific requirements by the customer, because of an application which was not predictable by us or due to the fact that the product was changed by the customer or used together with products which were not supplied by us.
- 9.3. In the cases of item If production material was produced or procured by us on behalf of the customer, we charge the proportional costs therefor separately; in case of cast parts also for follow-on tools. In the case of nonutilisation of a tool, the customer will carry the costs, which have not been covered, also relating to other type-specific equipment. Costs for designs are always entirely at the expense of the customer. The production material remains our property, unless otherwise agreed in writing in the individual case. Thereto we have an exclusive right of use and copyright. We are not obliged to hand it over to the customer. This applies also to follow-on tools. The customer releases us from claims of third parties and compensates the costs of legal disputes incurred by us, including the costs of our legal representation.
- 9.4. Further claims towards us are excluded; Paragraph If the value of the securities we were provided with exceeds our claims of more than 50% in total, we are obliged to release the exceeding securities at our choice on request of the customer.
- 9.5. If and insofar as the registration and/or the fulfilment of other requirements is a prerequisite for the efficiency of the retention of title, the customer is obliged to immediately carry out all necessary actions at his own expense and make all necessary notifications. If and insofar as the relevant legal system does not admit the agreement of the retention of title, the customer will provide us with other adequate securities when taking advantage of credits on goods.
- 9.6. Other claims for damages however, remains unaffected like the right of the customer to withdraw from the contract, if this is possible from a legal and contractual point of view due to the violation of a commercial protection or copyright.
- 9.7. In case of other legal deficiencies, the dispositions according to paragraph 6 apply respectively.

10. Production material, tools, moulding devices

- 10.1. Insofar as the customer provides us with production material (e.g. tools, lasting moulds, moulds or castings) these shall be sent to us free of charge. We shall only be responsible for their loss, deterioration and incomplete return and any consequential damage in the case of gross negligence or intent. This does not apply in the case of statutory obligatory liability.
- 10.2. If production material is produced or procured by us on behalf of the customer, we charge the proportionate costs separately; in the case of castings also for follow-on tools. In the case of nonutilisation of the tool, the customer bears the costs, which have not been covered and also those relating to type-specific equipment. The expenses for the designs shall be borne entirely by the customer. The production material remains our property, unless otherwise agreed in writing in the individual case. We shall have an exclusive utilisation and copyright of the same. We are not obliged to hand it over to the customer. This applies also to follow-on tools.
- 10.3. The drawings and documents handed over by us to the customer as well as our proposals for the advantageous design and production of the parts may not be passed on to any third party and can be reclaimed at any time.

11. Place of fulfilment, place of jurisdiction, applicable law

- 11.1. The place of fulfilment related to the payment by the customer is the registered office of our company.
- 11.2. The contract is governed by Austrian law under exclusion of conflict of law provisions. The application of the UNCITRAL agreement of the United Nations concerning contracts referring to the international sale of goods is excluded. The interpretation of delivery terms is governed by INCOTERMS, as amended.
- 11.3. All disputes or claims which result or arise in connection with this contract, including disputes on its validity, violation, resolution or nullity, are decided on the basis of the arbitration rules at the international court of arbitration of the Austrian Economic Chamber (Vienna Rules) by judges appointed according to these rules. The Austrian substantive law shall apply. The arbitration place is Vienna. The language to be used in the arbitration proceedings is German..

12. Partial ineffectiveness

- 12.1. The legal ineffectiveness of individual provisions of these terms and conditions does not affect the effectiveness of the other provisions.

13. Data storage

- 13.1. The data required for the business processing will be saved and transferred to third parties in the framework of the order transaction, if necessary. All personal data are certainly treated confidentially according to the provisions of the data protection law.