

GENERAL TERMS AND CONDITIONS of the Schachermayer GmbH, FN 78652s, (version March / 2018

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1. Valid General Terms and Conditions (T&C)

- 1.1 For agreements concluded between Schachermayer GmbH registered in the Linz LG Companies' Register under FN 78652s (hereinafter referred to as the 'Supplier') and the commissioning party, buyer or client (hereinafter referred to as the 'Customer'), in particular, purchase agreements, work agreements or other ordered services (commissioning, assembly, etc.), the following T&C shall apply exclusively.
- 1.2 The Customer shall be subject to the valid version of these T&C. If the Supplier has a long-term business relationship with the Customer, these T&C shall apply even if their validity is not referred to in particular. Likewise, these T&C shall apply to all ancillary work connected to the performance of the service. The T&C shall also apply to subsequent orders, even if they are not agreed separately in writing or verbally. Verbal agreements with the Supplier shall only be valid if they are confirmed in writing by the Supplier.
- 1.3 Provisions deviating from these T&C which in particular appear in the Supplier's order confirmation or in agreements that have been negotiated separately shall take precedence over the T&C. The Customer's General Terms and Conditions or forms shall not, on any account, form a component of the agreement.
- 1.4 If the Customer is a consumer in the meaning of Section 1(1) Line 2 of the Käuferschutzgesetz [Austrian Consumer Protection Act] (KSchG), the mandatory provisions of the KSchG shall apply instead of the provisions in the T&C. The other provisions of these T&C shall remain unaffected.

2. Conclusion of the agreement

- 2.1 Communications from the Supplier – also at the Customer's request – shall be non-binding, even if prices, deadlines and other technical specifications are communicated therein; technical information or solution proposals from the Supplier shall likewise not be guaranteed, such as descriptions, samples or templates. The same shall apply if the Supplier only issues a provisional confirmation in response to the Customer's order.
- 2.2 The agreement shall be concluded when the Supplier has issued the order confirmation to the Customer or, in the absence of this, when the delivery has been made to the Customer. The agreement shall also be concluded without an order confirmation being sent if the Customer accepts the Supplier's offer in writing or signs the Supplier's written order template.
- 2.3 If the order confirmation signed by the Customer deviates from his order, the order confirmation shall apply in cases of doubt.

3. Delivery

- 3.1 If the order confirmation does not contain any details, ex works delivery shall apply (ex works; according to Incoterms) as agreed.
- 3.2 Even though the Supplier contractually undertakes to deliver the goods, the Supplier's plant shall remain the place of performance or this shall be the delivery location explicitly stated in the order confirmation.
- 3.3 Agreed delivery requires that the delivery street is accessible for heavy lorries. Even though the Supplier undertakes to deliver in accordance with the agreement, the Customer shall bear all transport and packaging costs (delivery charge).
- 3.4 The goods shall be deemed to be delivered if after notification of readiness for dispatch from the Supplier, the delivery is not called off by the Customer within 7 working days.
- 3.5 The goods shall be insured against transport damage and loss only at the Customer's written instruction at his expense.
- 3.6 The Customer undertakes to inspect the delivery for correctness and completeness immediately upon receipt, however within 4 working days at the latest. The Customer shall lose the right to invoke non-compliance of the delivery with the agreement if he neglects to carry out the inspection or if he does not report non-compliance with the agreement in writing immediately after he would have been able to ascertain this in a proper inspection.
- 3.7 Obvious external transport damage shall be reported immediately upon receipt of the goods and the Supplier notified immediately in writing of its nature and extent or it shall be noted in detail on-site on the delivery or consignment note and countersigned by the Supplier on the confirmation of the notification of defects.
- 3.8 The risk of accidental loss and accidental damage shall transfer to the Customer with the notification of readiness for dispatch or in compliance with the applicable clause of Incoterms.
- 3.9 Certain goods (such as, some doors or other bulky goods) shall be delivered to the Customer on specially-made shipping material (special pallets, rolltainers, etc.). This shipping material is owned by the Supplier and shall be returned to the Supplier. This shipping material shall be kept safe by the Customer until it is collected by the Supplier and handed over upon request. In the event of non-return or damage, the costs for this shipping material shall be charged to the Customer.
4. **Default of acceptance**
- 4.1 The Customer undertakes to accept the delivery at the place of performance and if necessary, according to the Incoterms clause agreed in the agreement. The assertion of claims due to a non-compliant delivery or the fact that the Customer was not capable of inspecting the delivery shall not entitle him to refuse or defer acceptance.
- 4.2 If the Customer is in default of acceptance (in particular, due to non-transfer after notification of the Supplier's readiness to dispatch), the goods shall be either (i) stored with the Supplier or with a third party or (ii) sent to the Customer at the Customer's expense and risk. If the goods are stored with the Supplier, it shall be entitled to demand a fee which shall correspond to that of a public warehouse. The Supplier shall only be liable for the deterioration or loss of the goods stored with it in the event of intent or gross negligence. The Supplier's rights in the meaning of Sections 373 et seq. Unternehmensgesetzbuch [Austrian Commercial Code] (UGB) shall remain unaffected.
- 4.3 If the Customer does not accept the goods entirely or partially, the Supplier may (i) withdraw from the agreement after setting a subsequent deadline of 14 days and/or (ii) seek damages due to non-performance, whereby the Supplier shall be entitled to seek 30% of the respective order amount without proof of damage and culpability and also seek compensation for actual resultant damages, including lost profit. The same shall apply if the agreement is cancelled due to other reasons for which the Supplier is not responsible.

5. Force majeure

Force majeure and other unforeseeable hindrances or those over which the Supplier has no influence, such as labour disputes, traffic disruptions, etc., as well as accidents for which the Supplier or its sub-suppliers are not responsible shall release the Supplier from its delivery obligation for the duration of its effects, even if this has occurred at one of the sub-suppliers; in this case, the Supplier shall not incur any default consequences.

6. Delivery dates

- 6.1 For all delivery dates and delivery periods, there are non-binding details and these shall apply subject to unforeseeable events and hindrances. The delivery period begins (i) with the Customer's receipt of the order confirmation from the Supplier or (ii) in the absence of an order confirmation, with the Customer's receipt of the notification of readiness for dispatch from the Supplier. If the Supplier's offer accepted by the Customer or the Supplier's written order template or the order confirmation sent to the Customer contains a delivery date instead of a delivery period, this shall apply and shall take precedence over the provisions in (i) and (ii). Should an agreed delivery date or an agreed delivery period be exceeded by more than 6 weeks or a smaller quantity of goods is delivered within this period, the Supplier shall be in default and the Customer shall set a subsequent delivery period of at least 6 weeks for the delayed goods. Where this subsequent delivery period passes without success, the Customer may withdraw from the agreement if he has given notice of the withdrawal when setting the subsequent delivery period.
- 6.2 Delivery periods set according to Point 6.1 shall be suspended by the following circumstances and shall continue only after the reason for suspension has been removed: violation of the Customer's cooperation obligation or other contractual

violations by the Customer arising from this or another agreement, suspension, disruption or default of the sub-supplier with the Supplier's delivery, technical problems with the production and transport equipment and all cases of force majeure according to Point 5.

- 6.3 If one of the reasons stated in Point 6.2 lasts for longer than two months, both the Supplier and the Customer shall be entitled to terminate the agreement through a unilateral written declaration. The Customer shall not (no longer) have this right, (i) if he is responsible for the suspension or (ii) if the Supplier informs the Customer that the hindrance has been removed and has notified him of the delivery with reasonable notice.

7. Partial deliveries

The Supplier shall be permitted to make partial deliveries, unless otherwise explicitly agreed, which the Customer shall accept and pay for. Withdrawal from the agreement or another termination of the agreement shall not rescind the agreement concerning the partial deliveries that have already been made, unless the reason for the withdrawal from the agreement or the termination of the agreement includes the partial deliveries that have already been made.

8. Warranty

- 8.1 The Supplier shall guarantee that the delivery corresponds to the quality determined in the order confirmation.
- 8.2 If the order confirmation does not contain any details on the quality of the goods or the delivery takes place without an order confirmation, the Supplier shall guarantee that the goods are of the quality stated in the Supplier's offer or written order template, and also in the absence of an offer or a written order template which states the quality of the goods or service which is common for goods of the same type at the place of manufacture and may also be reasonably expected by the Customer.

8.3 Goods descriptions in an advert or in other public statements shall not represent a description of the quality of the goods, if the Customer has received a template, the goods shall be in accordance with the agreement if they correspond to the template.

8.4 Deviations in mass, weight or quality shall be admissible in the context of the agreed standards or those existing in the Supplier's country. The same shall apply for the usual tolerances in determining the quantities according to mathematical principles.

8.5 For goods which are indicated as being of an inferior quality, such as for example, 'Seconds', the warranty shall be limited to the features which shall be expected according to the special labelling of the goods.

8.6 There shall be no warranty for production and material-related deviations in the colour of the goods.

8.7 Compliance with the agreement and the beginning of the warranty period shall be determined at the time of delivery or transfer in accordance with Point 3 or – in the case of shipping – at the time of transfer to the first carrier; this shall also apply if shipping is carried out by the Supplier. The warranty period shall amount to 2 years, however, deviating from this, 6 months for used machines and 12 months for new machines whereby machines shall mean wood or metal-working machines. In any case, the warranty period shall correspond to that period from when the goods which the manufacturer of the goods has issued to the Supplier are delivered to the Customer and the Customer has been informed of this; corrective action shall not lead to this period being extended.

8.8 If a timely notification of defects is made and the contractual non-compliance of the goods is proven by the Customer, the Supplier shall be entitled to rectify the contractual non-compliance within an appropriate timeframe by rectifying the defect in the delivery (improvement) or by a replacement delivery (exchange). Travel costs shall not be reimbursed by the Supplier if the Customer incurs these in connection with a warranty case. This shall apply both in cases in which the Supplier carries out the improvement or the exchange and also if the Customer performs these measures, legitimately, himself. If improvement or exchange is not possible or is connected with a disproportionately high expense for the Supplier, the Customer may only demand the termination of the agreement. A claim to a reduction of the price is excluded. The Supplier shall be entitled to multiple attempts at improvement. The Customer shall be entitled to return goods only with the Supplier's written permission. In all cases, the Customer shall be credited with a maximum 90% of the fee effectively paid. The Customer shall bear any transport costs arising, as well as the transport risk.

8.9 If the Supplier is to blame for non-compliance with the agreement, the Customer may demand compensation only in the form of improvement or exchange. If such an improvement of the delivery or an exchange is not possible or connected with a disproportionate expense, the Customer may only demand compensation in cash if the Supplier is itself guilty of intent or gross negligence. Compensation for consequential damages shall only be admissible under this limitation.

8.10 The warranty claim shall lapse in the event of changing, processing or improper use of the delivered goods. The Supplier shall not pay the costs of rectifying a defect undertaken by the Customer himself or a third party commissioned by him without the Customer first writing to seek the Supplier's consent.

8.11 The application of the special right of recourse in accordance with Section 933b Allgemeines Bürgerliches Gesetzbuch [Austrian Civil Code] (ABGB) shall be excluded.

9. Declarations of the manufacturer

9.1 Guarantee declarations from the manufacturer of the goods shall only substantiate claims against the manufacturer, even if they are passed on by the Supplier.

9.2 The Supplier shall not be liable for the accuracy of the information about use, service, operation if such is contained in brochures, technical descriptions or other instructions; these are the responsibility of the manufacturer or the importer (in cases of importers, if the Supplier is not the importer itself).

10. Compensation

10.1 Due to a violation of a contractually undertaken obligation or of an obligation existing according to the law, the Supplier only then undertakes to pay compensation if it is guilty of intent or gross negligence. The Customer shall be obliged to provide evidence of this; the same shall apply for compensation for consequential damages.

10.2 Claims for compensation for lost profit shall be excluded, as well as claims for the reimbursement of expenses for suspension of operations, a cease in production or direct damage due to the delivery of contractually non-compliant goods.

10.3 The agreement concluded between the Parties shall contain no protection obligations to the benefit of third parties. This shall also apply, if foreseeable, when a third party is the recipient of the service or a third party comes into contact with the goods. The claim to compensation shall lapse in any case with the processing of the delivery or its resale without the Supplier having been given the opportunity to inspect the contractual non-compliance. Possible liability or recourse claims, including possible claims arising from consequential damages, against the Supplier shall be limited to 50% of the fee agreed with or paid to the Supplier in the context of the respective order, in any case however, limited to €20,000.00 and shall lapse within six months from the time of the first opportunity to ascertain the damage and the party liable.

10.4 Insofar as the Supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services due, this shall be done free of charge and to the exclusion of any liability.

11. Product liability

11.1 Excluded from the limitations stipulated under Point 10 shall be the mandatory liability for defective products, provided that a person is injured, killed or his or her health is damaged.

11.2 The liability for material damages arising from a product defect, and for all companies participating in the manufacture, import and sale, shall be excluded. The Customer also undertakes to transfer this exclusion of liability to its customers. Recourse claims in the meaning of the statutory provisions defined in the previous paragraph shall be excluded, unless the recourse claimant proves that the defect originated in the Supplier's domain and that it is culpable for at least gross negligence. The Customer's recourse claims against the Supplier (in particular, according to Section 12 Produkthaftungsgesetz [Austrian Product Liability Act] (PHG)) shall be excluded.

12. Prices and terms of payment

12.1 The Supplier's prices shall include, unless otherwise agreed, ex works or ex the delivery warehouse named in the offer, Supplier's written order template or in the order confirmation sent to the Customer without packaging, transport insurance, shipping and assembly costs. All prices are quoted in euros, including statutory VAT. Deliveries and services not contained in the prices shall be charged according to the actual material and time cost. For the delivery of minimum quantities, the surcharges shall be charged as an additional expense.

12.2 The Supplier shall reserve the right to request payments on account or advance payments from the Customer - even before the performance of the delivery.

12.3 Taxes, contractual fees, export and import duties, as well as performance fees, customs fees, official commission fees and similar shall be borne by the Customer.

12.4 The Supplier's prices are produced according to the valid salary and material costs

at the time of the order confirmation; if these increase between the time of concluding the agreement and the performance of the order, the Supplier shall be entitled (i) to pass these increases on to the Customer or (ii) to withdraw from the agreement. The same shall apply for other increases in taxes, customs duties or transport tariffs outside of the Supplier's influence.

12.5 All prices are adjusted at the time the offer is sent by the Supplier to the Customer or at the time the order template is signed by the Customer. In the absence of an offer or a written order template or order confirmation sent by the Supplier to the Customer or in the absence of an order confirmation, the price which was valid at the end of the month prior to the delivery shall apply.

12.6 If the delivery shall be made more than two months after the conclusion of the agreement or the delivery shall take place later than two months after the conclusion of the agreement for reasons for which the Supplier is not responsible (in particular for the reasons stated in point 5), the Supplier may seek the price contained in the price list at this time instead of the original price. The Supplier shall be entitled to an adjustment of the price up until the delivery (i) in the event of a change to the exchange rate and (ii) in the case of additional costs which arise through incomplete loading, obstruction or problem with the freight and transport conditions and (iii) in the case of a change to the transport route due to circumstances for which the Supplier is not responsible, and (iv) in the case of a change to freight, taxes, customs duties and fees if the Supplier has undertaken the shipping (Point 3) itself. The adjustment of the price shall be done according to the change in these cost components and in proportion to their share of the price.

12.7 Payments may only be made in full to the payment authority/ies stated in the invoice; payments to representatives or delivery agents shall not release the Customer from his payment obligation. The Supplier's invoices shall be due at the time of delivery, however at any case upon receipt of the invoice with no deductions. The payment shall be due regardless of whether the Customer has had the opportunity to check the delivery or whether he is asserting a claim for defects and damage to the delivery, if delivered in parts, the Supplier shall be entitled to issue partial invoices. The Supplier shall have the right to request advance payments or a guarantee of payment.

12.8 The Customer shall only obtain discounts if this has been agreed explicitly and in writing. Discounts arising from partial invoices that have already been paid shall be invalid in the event of default on other partial invoices or the full invoice.

12.9 If a majority of due claims exists, the Customer's payments shall be credited to the oldest claim. In relation to individual claims, the costs associated with the recovery of the claim shall be settled first, then the interest and finally the capital. Assigning the payment otherwise by the Customer shall be invalid.

12.10 For the case of payment default for which the Customer is responsible, default interest in the amount of 9.2% above the base interest rate shall be paid. In addition, the Supplier shall be entitled to request termination of the agreement, in full or partially.

12.11 Without the Supplier's written consent, the Customer shall not be entitled to settle its payment obligation by offsetting with other claims or to withhold the payment, regardless of the reasons.

13. Retention of title

13.1 All goods and deliveries shall remain under the ownership of the Supplier until they have been fully paid for. Moreover, the Supplier shall reserve the right to ownership of its goods until payment of all claims arising from the business relationship (even if these specific goods have been paid for); the claims shall also include all ancillary claims.

13.2 If the claims arising from the delivery are in a current invoice, the retained title shall secure the respective outstanding balance.

13.3 Should the retention of title lapse, the title to the goods shall transfer with the processing, mixing or blending to the Supplier who shall accept the assignment. In this case, the Customer shall remain custodian of the goods for no fee.

13.4 If the goods under the retention of title are resold by the Customer, his purchase price claim shall be in place of the retained title. This claim for the purchase price shall be assigned to the Supplier from the date on which it arises. He shall acquire ownership of the funds collected in the form of constructive possession by the Customer. The Customer shall record the fact of this assignment in his books and on outgoing invoices, as well as informing the recipients of the goods.

13.5 The Customer shall adequately insure the goods under retention of title against fire, theft, damage by a third party, flooding as well as landslides, or take responsibility for the damage. He shall assign the claim arising from the insurance agreement to the Supplier in the event of loss of the goods. The Customer is forbidden from the justification of contractual security rights to the goods under retention of title. If the goods under retention of title are involved in an enforcement decision, the Customer shall notify the enforcement body of the external ownership and shall inform the Supplier of this within 24 hours at the latest.

13.6 If the Customer becomes in payment default with respect to the fee secured through the title of retention, the Supplier shall be entitled at any time to take possession of the title goods, even if the agreement is not terminated (right of repossession).

14. Vouchers

Vouchers may be redeemed in all Austrian subsidiaries. It is agreed between the Supplier and the Customer that vouchers may only be used once. They may not be exchanged for cash. Vouchers shall be valid for 3 years from the issue date. Vouchers presented later than this shall be invalid.

15. Credit notes

Credit notes shall be created electronically and display order numbers and the date. It is agreed that credit notes shall be valid for 3 years from the issue date. Credit notes presented later than this shall be invalid.

16. Place of performance, place of jurisdiction, applicable law

16.1 The Supplier's registered office shall be the place of performance for the delivery and payment, even if the transfer takes place at another location in accordance with the agreement.

16.2 In the event of disputes which arise from these T&C or from an agreement concluded with the Supplier or relate to the violation, termination or invalidity of the T&C or the agreement, including disputes concerning the existence or non-existence of the specific T&C or an agreement with the Supplier, the Contracting Parties agree that the competent court in Linz, Austria shall have exclusive jurisdiction. Irrespective of this, the Supplier shall be entitled to bring action against the Customer at the competent court having jurisdiction over its registered office or its subsidiary, at its discretion.

16.3 For all questions concerning the interpretation of these T&C or agreements concluded by the Supplier with the Customer, Austrian substantive and adjective law shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods and the principles on conflicts of law.

17. Data protection + newsletter

We take the protection of our customers' data very seriously. For all information regarding data protection, we refer to our privacy policy, available at www.schachermayer.at/datenschutz. Consent is required to receive our newsletter - if a business relationship does not exist - this may be given by ticking the relevant box. This consent may be withdrawn at any time by sending an e-mail, fax, online form or letter to the contact details listed at the top of the T&C.

18. General

18.1 Should individual provisions of these T&C be invalid, this shall not affect the remaining content of the T&C. If loopholes arise, the Contracting Parties undertake to create a provision for which the economic outcome is as close as possible to the invalid provision.

18.2 The assignment of the Customer's claims shall require the Supplier's written consent for them to be valid. The Supplier shall be entitled to assign its claims.

18.3 Actions or omissions by the manufacturer, sub-supplier or the carrier shall not be assigned to the Supplier.

18.4 The Customer shall give his consent to an information request from the Warenkreditverband [Austrian trade credit database] of the Kreditrat der Bundesbank 1870 [Austrian Association for the Protection of Creditors]. He shall also agree that in the event of his being in payment default, all data from the Warenkreditverband shall be transferred and disclosed by this third party.

18.5 Plans, drawings and other technical documents, as well as brochures, catalogues, picture material, templates and similar shall remain the intellectual property of the Supplier. This shall apply even if they are available online. Every use, duplication, disclosure or distribution shall require prior explicit written consent from the Supplier. If the content has not been obtained and/or copied by the user stated above, the Supplier shall be entitled to a one-off payment of 25% of the planning or manufacturing costs or to demand the total quoted costs, irrespective of whether the infringed work is a work according to the Urheberrechtsgesetz [Austrian Act on Copyright and Related Rights] (UrHG) or not.