

GENERAL TERMS AND CONDITIONS OF WIESER AUTOMATION - MASCHINENBAU GMBH

1. Scope of application

All deliveries and services of WIESER Maschinenbau GmbH, 5440 Scheffau am Tennengebirge (hereinafter referred to as "the Company") are made on the basis of the following terms and conditions. Any differing agreements shall only apply if they are made in writing and signed by an authorised representative of the Company. The Customer agrees that if general terms and conditions are used by the latter the general terms and conditions of the Company shall be assumed in case of doubt, even if the terms and conditions of the Customer remain uncontested or fulfilment actions have already been taken. These general terms and conditions also apply to all future transactions between the Company and the Customer, even if they are not expressly agreed in detail. These general terms and Conditions have been drawn up for contracts between companies. Insofar as they are used in exceptional cases for contracts with consumers within the meaning of the Consumer Protection Act (KSchG), they shall apply only if they are not contrary to the mandatory provisions of consumer protection.

2. Offers

All information on the website and in the offers, price lists of the Company are excluding VAT and are considered non-binding. Drawings, images, technical descriptions, performance data or other service characteristics are non-binding, unless agreed otherwise in writing. All orders of the Customer become binding only through the written order confirmation transmitted by the Company. If in the opinion of the Customer the order confirmation deviates from the order, the latter must notify the Company immediately in writing. Otherwise, the order confirmation is binding on both sides. In any case, changes to the order confirmation will become binding only upon written confirmation by the Company. Statements made by employees must be confirmed in writing by the Company in order to be valid.

3. Prices

Unless otherwise agreed in writing, the contract currency is in EURO. In case of using other currencies, the price in the relevant currency is calculated from the price in EURO, converted to the average exchange rate of the EURO to the other currency for the day of the offer. If the average exchange rate on the date of the issue of the invoice, compared to the average exchange rate on the date of the offer, shows a deviation of more than 3% the Company shall be entitled to adjust the invoice price accordingly.

Unless otherwise agreed in writing, all prices quoted by the Company are EX factory/warehouse Scheffau, uncharged and ready for collection for the Customer and apply only to the goods ordered excluding VAT. Transport, packaging and other services related to the goods, such as loading and unloading, installation, setup, commissioning, planning, monitoring and training are not included in the price and must be borne by the Customer.

4. Delivery

The INCOTERMS 2010 apply.

Unless otherwise agreed in writing, the delivery date is the date on which the goods are made available to the Customer in the production plant/warehouse of the Company (delivery date "EXW"). The start of the delivery periods presupposes the receipt of the agreed payment. As a result, the delivery can only be arranged after the agreed payments have been received. Place of performance for all deliveries is the factory/warehouse of the Company in Austria. This also applies if the transport costs are paid (in advance) by the Company. At the request of the Customer transport and transport insurance for the Customer are concluded and prepaid at latter's expense and risk. These costs shall be charged to the Customer separately. The Customer approves every appropriate shipping method. The Company is entitled to have the packaging and shipping costs as well as the purchase price collected per surname at Customer's premises, provided the Customer's financial circumstances worsen or a credit limit agreed with the Company is exceeded. Objectively justified and minor changes to the performance or delivery obligation of the Company, in particular delivery delays of up to 4 weeks, shall be deemed as approved in advance. Delivery delays of up to 4 weeks do not entitle to the reduction or retention of parts of the purchase price. If the Customer is in default of acceptance, the Company is entitled either to store the goods at the expense and risk of the Customer, for which it charges a reasonable storage fee per calendar day commenced, or to store it at the expense and risk of the Customer with an authorised third

party warehouse provider. At the same time, the Company is entitled to insist on fulfilment of the contract or to withdraw by setting a reasonable grace period and to reuse the goods elsewhere. In addition, if it withdraws from the contract a contractual penalty in the amount of the specified advance payment as agreed. If no advance payment has been agreed the contractual penalty shall be 30% of the gross sales price. Rights to compensation for non-performance remain unaffected.

The liability for damages caused by delay is limited to max. 0.5% of the value of the delayed delivery, but not more than 5% of the value of the part of the delivery which was not delivered on time.

5. Terms of payment

Unless otherwise agreed in writing, all invoices of the Company shall be payable within 30 days of the date of invoice and without deductions. Unless otherwise agreed in writing, the following terms of payment apply:

- 30% of the gross sales price according to the offer as advance payment after placing the order
- 30% of the gross sales price according to offer upon notification that the goods are fully assembled
- 30% of the gross sales price according to offer on notification that the goods are ready for delivery or after delivery.
- 10% of the gross sales price according to the offer as balance after commissioning of the plant/use of the goods, at the latest after 10 weeks following delivery.

Payments must be made exclusively in the designated currency through bank transfer to the bank account specified in the invoice. Payments are to be made without deduction and on the terms stated in the invoice. If a major deterioration in the financial circumstances of the Customer becomes known or the Customer defaults on the payment of one of the invoices, the Company is also entitled to demand seizures for all outstanding deliveries. In the event of default of payment by the Customer, the Company is entitled to charge default interest at the statutory rate.

In addition, the Company is also entitled to rescind the contract by setting a reasonable grace period and to retain a contractual penalty in the amount of the agreed advance payment. This also applies in the event that required seizures are not made. If no advance payment has been agreed, the contractual penalty will be 30% of the gross sales price.

Rights to compensation for non-performance remain unaffected.

In the event of default, the Customer undertakes to reimburse the dunning and collection charges incurred by the Company, insofar as they are necessary for the purpose of appropriate legal action and are reasonable in relation to the claim. The Customer is not entitled to withhold payments due to counterclaims or offset against own claims against the claims of the Company.

6. Retention of Title/Assignment

The delivered goods remain the property of the Company until full payment of all outstanding claims (purchase price, interest, costs, additional charges, etc.). The Customer bears the entire risk for the reserved goods, in particular for the risk of destruction, loss or deterioration. The Customer is obligated to properly store and insure the delivered goods for the duration of the retention of title. In the event of loss, destruction or damage to the reserved goods, the Customer shall assign to the Company the resulting insurance claims as well as any claims against an injuring party in the amount of the invoice value.

If the reserved goods are seized by an official or court order or measure, the Customer shall notify the Company by fax or e-mail within 48 hours, detailing the creditor, the authority and the case number. In the event of impending initiation of insolvency proceedings, the Customer must inform the Company immediately and assist the latter in securing or retrieving the reserved goods. The Company reserves the right to pursue its ownership right in its own name, irrespective of any termination of the purchase agreement. Unless all outstanding amounts are paid, the Customer is not entitled to resell or otherwise proceed with the reserved goods in any other manner, which is incompatible with the retention of title of the Company. The Company is entitled at any time to assign its claims against the Customer or the reservation of title to third parties. In case of late payment, the Company is entitled to reclaim all reserved goods.

The Customer is not entitled to a right of retention or set-off. All costs incurred in the event of withdrawal shall be borne by the Customer.

If the Company has to exercise its right of ownership and take back the goods, the credit for the returned goods shall be made taking into account a reasonable period of storage, wear and tear and other reasonable circumstances.

7. Obligations of the Client

The Customer is obligated to ensure that the works can be started immediately upon the arrival of the installation personnel of the Company. The Customer is responsible for the fact that the technical requirements for the work or goods to be produced are met and for ensuring that the technical equipment, such as supply lines, cabling, networks and the like are in a technically perfect and operational condition. Furthermore, these technical installations must be compatible with the works or goods of the Company to be manufactured. The Company is entitled, but not obligated, to inspect these plants for a separate fee.

There is no obligation to inspect, warn or provide information regarding any documents, data, information or instructions provided by the Customer, and any liability of the Company in this regard is excluded.

The order is issued independently of any necessary official authorisations and approvals which the Customer has to obtain.

8. Guarantee, compensation and product liability

The goods comply exclusively with the rules and standards commonly used in the European Union. The goods carry only the CE mark. The Company is not responsible for compliance with other standards. Any measurements contained in product data sheets, catalogues, brochures, weight or quality specifications are not binding; only the specifications stated in the offer are deemed as agreed. The examination as to whether a product is suitable for a particular area of application is the sole responsibility of the Customer.

Any guarantee exclusively refers to defects that were already present at the time of transfer or delivery, whereby the transferee bears the burden of proof. The goods are to be inspected immediately upon delivery and any defects found must also be reported in writing immediately, but at the latest within 5 working days after delivery, stating the nature and extent of the defect. Hidden defects must be reported immediately after discovery and within the guarantee period. If a notice of defects is not made or not collected in time, the goods are considered approved. The assertion of guarantee claims and claims for damages, including consequential damage as well as the right to appeal against errors due to defects, are excluded in these cases.

The guarantee period is 12 months from the commissioning of the delivered plant or a maximum of 18 months from handover/delivery. Apart from those cases where the right to conversion is available under the law, the Company reserves the right to fulfil the guarantee claim through improvement or replacement. Justified complaints therefore do not entitle to the retention of the purchase price or a part thereof, but obligate the Company to remedy the defect within a reasonable period.

There are no guarantees if the Company's operating or maintenance instructions have not been followed, the service and maintenance have not been documented, the goods have been modified /structural modifications have been made by third parties, parts have been replaced, or if consumables do not conform to original specifications or if stored improperly. Guarantee is excluded for wear parts (e.g. sealings).

Service and repair work is carried out according to the valid service price list and the respective service conditions.

In the case of unjustified notifications of defects, the Customer shall bear all costs incurred by the Company in reviewing these alleged defects. The Company is liable for damages only in accordance with the mandatory statutory provisions of Austrian law. The Company is only liable for damage resulting from injury to life, limb or health if it is based on intentional or negligent action by the Company or its vicarious agents. For other damages, the Company is liable only for intent and gross negligence. Claims for compensation lapse after 6 months from knowledge of damage and injuring party, at least within 3 years after transfer of risk respectively.

The Company is not liable for any indirect, consequential or lost profits, such as due to production stoppage or failure. Unless the damage was caused intentionally, the total sum of all claims for damages - under any title whatsoever - is limited to the net order value.

Any recourse claims that the Customer or third parties assert against the Company under the title of product liability are excluded, unless the person entitled to recourse demonstrates that the error was caused in the sphere of the Company and was at least caused due to gross negligence.

9. Force majeure

War, fire, breakdowns, strikes, lockouts, lack of energy, raw materials, traffic disruptions and all other cases of force majeure entitle the Company to withdraw from the contract in whole or in part or to defer delivery for the duration of the disruption and to the extent of its impact. The Company will notify the Customer as soon as possible. This shall not give rise to claims for damages.

9. Privacy policy and confidentiality obligation

The Customer gives his consent that the personal data contained in the purchase contract in the fulfilment of the contract within the Company and its affiliated companies are automatically stored and processed. The Customer agrees to notify the Company regarding address changes. In case of violation of the above, any notification of the Company sent to the known address shall be deemed as having been received. The Parties undertake to keep the knowledge obtained through the business relationship secret against third parties.

10. Customer specifications/infringement in property rights of third parties

If the Company produces the goods based on the design information, drawings, models, etc. of the Customer, the guarantee/liability of the Company extends only to the fact that the execution was carried out according to the information provided by the Customer. The Company has no obligation for inspecting and warning. The Customer is obligated to indemnify and hold the Company harmless against all claims, penalties, costs and expenses of any kind whatsoever which have arisen as a result of infringement in the property rights of third parties.

11. Jurisdiction and applicable law

The exclusive place of jurisdiction is the District Court of Salzburg as Commercial Court. Austrian substantive law applies, excluding the reference standards and the UN Sales Convention. Language of the contract is German.

12. Partial invalidity, written form requirement

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The contract between the Company and the Customer remains binding even in the case of legal invalidity of individual clauses in the other parts. The invalid provision shall be replaced by the one that comes closest to the intent and purpose of the invalid provision.

All agreements, amendments to these terms and conditions or side agreements to the same, as well as commitments by employees of the Company, must be made in writing in order to be legally valid. This also applies to a departure from this written form requirement.

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