

All orders and purchases are carried out exclusively on these purchase terms.

French: Pour tout achat seul ces Conditions Générales d'Achat sont valables, même au cas où le fournisseur en n'aura pas demandé la traduction, dont copie est tenue à sa disposition.

1. Terms and Conditions

- a The text of our order and these general purchase conditions are exclusively and authoritatively supplemented by the terms and conditions. For the public national or international norms listed in the ordering text the respectively valid expense of the norm has to be used.
- b Verbal agreements with our purchase managers become obligatory only after our written confirmation.

2. Orders

- a We do not realise our orders in writing within a week after admission or they are entitled to the revocation so they must be accepted by the supplier through telefax with an obligatory confirmation of the delivery time.
- b We can make changes to the long delivery of an item also after an end of a contract as far as this is reasonable for the supplier. At this contract change the two sides have to adequately take into account the consequences particularly with regard to the increase of inferior costs as well as the delivery dates.

3. Delivery time and delay of delivery

- a An agreed realisation and set periods are obligatory. Condition for their observance is the receipt of the product at the agreed receipt place.
- b Early delivery and partial delivery require our consent
- c The supplier is obliged to advise us immediately under detail of the reasons and the expected duration of the delay in writing if circumstances from which arises that the delivery time agreed on cannot be met occur or get recognizable.
- d By delay of delivery we are entitled to require an interest on arrears not being defeated by the judicial moderation right of 0.5% of the invoice amount per started week, at most, nevertheless, 5% independent of proof of the damage or a fault. The assertion about that of the going out damages which originate to us from a blameless delay in debt of the supplier remains untouched of it. e So far no date of delivery is called, satisfies delivery within 14 days.
- e As far as you do not state any delivery date, delivery is regarded as agreed within 14 days as of completion of a contract

4. Packaging, transport and insurance

- a The product has to be safeguarded against any damages by packing as well as proper transport which is suitable and both are secured by us.
- b The supplier bears the expense and risks up to the place of performance, including unloading. Particularly adequate transport insurance is also to be completed by him, if nothing else was agreed on in writing.
- c The danger goes over at the receipt place given by us.

5. Promotional regulations

- a Dangerous goods to GGVS and GGVE (ADR, RID) have to be processed freely generally.
- b For all commercial clauses the INCOTERMS 2000 are applied.
- c The delivery terms "DDP" exclusively apply to metal purchases in which the place of destination, the transport mode and the means of transport per delivery of our metal purchase are provided.

6. Quality and guarantee

- a The supplier has to observe the recognized rules of technology, the safety regulations and the technical data agreed on for his deliveries and performances. The respectively valid version of the norms has to be used. Faultless quality as well as measurements must be checked by the supplier during a thorough final check. Changes of the delivery item require our previous written consent.
- b The acceptance is carried out under reservation of the examination for defect authorisation, particularly on correctness, completeness and suitability. We are entitled as far as and as soon as it is possible after a proper business to examine the product. We will immediately reproach discovered defects after discovery. In this respect the supplier does approach the delayed customer's complaint without the objection.
- c The guarantee term for our fault claims begins with the delivery of the product or the removal of the service and is for claims on occasion or in connection with the delivery of goods for two years, if these are used for a building according to their usual manner of use. As for the rest the legal periods are valid.
- d We can demand the elimination of the lack, the delivery of a lacking item for free, a price reduction or the abolition of the contract at our choice acc. to § 932 ABGB. At after-fulfilment of the liability management period for replaced and improved parts starts once more. The expenses of our buyers also count this one to an end of the after-fulfilment of required expenses.
- e Should the supplier not immediately start with the elimination of the defect after our request for the defects' elimination, he has the right given by us in urgent cases particularly for the defence of acute dangers or avoidance of greater damages to carry out the defects' elimination at the expense of the supplier or to have these carried out by third party.

7. Product Liability

- a On the whole the supplier is responsible for product damage. He is obliged to leave up only to us requesting claims for compensation of third parties.
- b Within this scope of contract the supplier is also obliged to refund us all charges which are the result from or in connection with a recall action.
- c The supplier will insure himself against all risks resulting from the product liability including the return call risk in adequate height and send us a copy of the insurance policy on our request.
- d The supplier is the one to carry out suitable quality insurance according to a way of and size of the goods and this is to be proven to us on request.
- e The supplier is obliged to enclose to all the products delivered by him required complete documents, instructions, drawings and other documentations in German without being asked and, for the use as agreed (installation, application, ...).
- f If circumstances are confessed for the supplier afterwards, we direct this one to the emergence of product liability claims, he is obliged immediately to inform us about this and put every effort to replace the damage from which we suffer or must call upon for third parties to replace the damage in connection with all necessary moving back actions of the faulty products.

8. Protective rights

- a The supplier guarantees that right of a third party, in particular, commercial protective rights, are not violated by the delivery or use of the delivered item.
- b The supplier releases the customer and his buyers from all claims from the use of such protective rights.

9. Payment

- a The payments are not carried out before the removal of the goods, provided that nothing else is stated apart from what was agreed as on receipt of the invoice. However, the payment is not made in advance before the receipt of the product or at performance and, provided that documentation, auditor's certificates (e.g. work credentials) or similar documents for the scope of work belong to us, not before the handing over to us as stipulated in the contract. The payment is calculated respectively within 14 days with 3% cash discount, within 30 days with 2% cash discount or within 90 days net. We only get into delay in payment when the supplier has demanded payment from us according to admission of the due date particularly and in writing before.
- b On a faulty delivery we are authorized to hold the payment back under retention of our discount rights until the proper fulfillment adequately.
- c A claim assignment is possible only with our written consent.

10. Invoices and delivery notes

- a Invoices have to contain details on job number.
- b The order date and goods delivered (name of the type and amount) specified exactly and they have to correspond to the regulations of the turnover tax law. We reserve ourselves the right to stop the due date of the invoice figure at non-spoken complete order number has to be indicated on every invoice and on every delivery note.
- c Invoices are send in to us domestic orders into triple, foreign orders in seven copies.
- d A delivery note and a copy of invoice has to be enclosed in the product.

11. Acts of God (Force Majeur)

- a Acts of god, industrial actions, disturbances, official measures and other inevitable events free the contracting parties from the obligations for the duration of the disturbance and on the scale of their effect. The contracting parties are obliged immediately to give each other the required information in the context of the reasonable one and to adapt their obligations to the changed conditions after faithful and faiths. Furthermore, we also are authorized to cancel the completed agreement for us free of cost after our decision.
- b Within metal purchases a reference of the supplier to acts of god is excluded

12. Tool costs, production means and details

- a In principle, the tools required for the production of the ordered goods and a directions as well as their maintenance and renewal are for debits of the supplier. We have the right to purchase and to dispose of such tools, forging dies or models without payment of the cost (if necessary under consideration of the wear and tear and amortization having been carried out).
- b Models, paid by us or provided by the supplier matrices, templates, patterns, tools and other production means as well as presentations and other details remain our property. Performances or use of them by a third party is only allowed with our previous written consent for deliveries. The supplier has to keep them carefully safe and free of charge and to return to us upon one request immediately and without retention of the production means being in our property.

13. Property and composition

- a We recognise regulations in the delivery terms of the supplier that leave about the property reservation. Due to one assignments prolonged property reservation, this one is our own as it is carried out, we agree with the stipulation from the start that all rights are reserved for us which would be entitled to us without assignment against the supplier and against the assignees.
- b Goods provided by us remain our property. They may be used only in accordance with regulation. The supplier has to carry out corresponding initial control and to inform us about the result of initial control for the order moderation of the provided product. At the processing of our product by the supplier we are regarded as manufacturers without obligations resulting for us from it and purchase property at the product arising newly. If the processing is carried out together with other materials, we purchase co-ownership the invoice value of our goods to that one of the other materials proportionally. The invoice value of our product is to be evaluated as our product in the case of the connection or intermixing with an item of the supplier as a main item, the co-ownership of the item changes proportionally invoice-or - in case of lack of such -- to the market value of the main item. The supplier is kept safe guarded in these cases.

14. Paid orders

- In addition it applies to paid orders by us:
- a In case of the paid order of a product the supplier has to examine deliveries of the wrong goods and shortages and to inform us about complaints immediately at entrance on possible damages in transit, open material defects..
 - b The supplier may only faultless pay order goods provide and process. He has to proceed so properly that the use purpose of the paid order product as agreed is neither affected nor endangered by processing.

15. Place of performance and place of jurisdiction

- a Place of performance for all liabilities from the contract is the receipt place described by us.
- b The customer is a full merchant so the place of jurisdiction is St. Pölten. We also can, however, determine a court locally and relevantly responsible for the supplier at our choice.

16. Legal regulations, right to be applied

As far as not regulated divergently into presiding to it, the legal regulations of the right of the Republic of Austria exclusively apply to the contract and its execution under exclusion of the application of the Convention of the United Nations over contracts about the International Goods Purchase of 11.04.1980.

17. Environment and safety relevant regulations

The environmental and safety conditions in accordance with a current USB document have to be met. These general environmental and safety conditions have to be requested in the Internet www.enz-caro.at published or in the purchase.