

General Terms and Conditions of Purchases

(hereinafter referred to as the “**GTCP**”)

by

DEWETRON GmbH

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1. General

This GTCP shall apply for all supplies and/or services to DEWETRON. GTCP of the supplier including any contrary and/or amending general terms and conditions of purchase are not applicable.

2. Offers, tenders and orders

Offers shall be free of any charge and costs as well as without any obligation for DEWETRON. DEWETRON shall be informed if there are any deviations from its orders and shall be provided with article fact sheets and drawings, if applicable. Samples (or the like) are provided by DEWETRON.

There are no liabilities for DEWETRON if there are obvious errors, literal or calculation errors in the supply.

3. Confidentiality

The supplier is obliged to hold confidential the business relationship with DEWETRON including all related information (i.e. samples, documents), and shall not make available this information to third parties except with the prior written consent of DEWETRON. The supplier shall be obliged not to reproduce, handle, and store all samples including documents and immediately to hand over to DEWETRON after the fulfilment of the order and after the request of DEWETRON regarding the hand over, respectively.

4. Prices, terms and conditions of delivery, date of delivery

The prices, dates and deadlines as shown on the respective order sheet are binding. The actual date of delivery or the actual delivery time shall constitute the effective receipt of the goods by DEWETRON. The supplier is obliged to deliver the amount of ordered goods at the agreed time. DEWETRON reserves its rights to reship all deviating deliveries at the costs and risks of the supplier. If the early delivery and/or descent are not reshipped, the respective goods shall be stored with DEWETRON until the agreed delivery time at the costs and risks of the supplier. Part-deliveries are only allowed with the prior written consent of DEWETRON.

If not explicitly agreed otherwise, the price of delivery includes CPT Grambach, deposited and placed (freight paid until Grambach). The supplier shall bear all deviating deliveries from the agreed date of delivery the respective delivery costs. All deliveries are made at the risk of the supplier.

5. Default in the delivery/execution, payments

All defaults in the delivery/execution shall be notified to DEWETRON including the expected delay of delivery. DEWETRON is entitled to terminate the order agreement after setting a reasonable time period. The taking over of any delayed delivery/execution shall not constitute a waiver of any claim for damages. Payments shall not be deemed as a waiver of any claim for defects and damages.

The supplier is obligated to pay a penalty in the amount of 0.5% of the value of goods per each commenced calendar week in case of any default in delivery/execution. DEWETRON is entitled to claim any other further damages.

6. Termination rights

DEWETRON is entitled to terminate the order agreement in case of force majeure, labour dispute, operational break-down which is the supplier not responsible for, riots, official compulsory measure and other unforeseen events; in such a case any claim against DEWETRON shall be excluded.

7. Delivery papers, bill of delivery

The supplier is obliged to specify the order number and if known the item number of DEWETRON on all documents, delivery papers and bill of delivery. All delivery documents shall be issued in a way that they could be scanned in the paper format A4.

8. Standard regulations, safety regulations

The supplier hereby declares that the delivery/execution applies with all applicable laws, legislation, decrees, regulations and all applicable security regulations at the time of delivery.

9. Product liability and recall of goods

The Austria Act on product liability published at the federal law gazette under BGBl. no. 99/1988 dated 21 January 1988 (hereinafter referred to as the "PHG") as amended from time to time shall apply. If DEWETRON is responsible towards a third party according to the PHG, the supplier shall be obliged to hold DEWETRON harmless, if any respective damage comes from a defect which the supplier is responsible for. In such cases the supplier shall be obliged to pay all related costs and charges including the costs of any legal prosecution or recall of goods, if any.

10. Custody, property, tools

All materials and tools provided by DEWETRON to the supplier or any other of the supplier's representatives shall remain the property of DEWETRON. DEWETRON's right of property shall be marked at the materials and/or tools including the entry in a business book. The storage and shall be executed duly and separately from other orders and only for orders of DEWETRON. The supplier shall be liable for any loss of value or loss of goods regardless of culpability. The supplier shall immediately hand over to DEWETRON all material and/or tools which are not required upon DEWETRON's request after the execution of the order.

The processing of materials and assembly of parts shall only be executed for DEWETRON. DEWETRON shall become the co-owner regarding the manufactured products corresponding to the amount of the value of DEWETRON's provided material which are stored of the supplier for DEWETRON. If DEWETRON's provided material and/or parts are inseparably mixed/assembled DEWETRON shall acquire the co-ownership of the new product corresponding to the amount of the value of DEWETRON's provided material. If such mixture/assembly constitutes a principal product of the supplier, the supplier shall transfer the respective co-ownership to DEWETRON; the supplier shall store any such product for DEWETRON free of charge.

11. Development services

DEWETRON shall acquire the sole, exclusive and unlimited right of use and/or right of property of all development services and/or deliveries regarding hardware and software. If legal actions of the supplier are required in order to transfer the right of property to DEWETRON, the supplier shall be obliged to act accordingly at its own costs and at the sole discretion of DEWETRON. DEWETRON shall be entitled to amend, change and develop as well as to contract licences.

12. Miscellaneous

Place of performance shall be the corporate seat of DEWETRON in Grambach, Austria.

The exclusive place of jurisdiction for disputes coming out and/or in relation with the agreement shall be Graz, Austria. DEWETRON shall be entitled to go in front of court at the corporate seat of the supplier. The governing law shall be the law of the Republic of Austria excluding the conflicts of law rules and the UN-Convention about the international purchase of goods (CISG).

In case of any correspondence or documents in any other language than English, the English version shall prevail. This also shall apply to this GTCP.

If any or all terms and/or clauses of this GTCP are invalid or become invalid, the validity of all other terms and/or agreements shall not be affected. Invalid or absent clauses shall be replaced by valid clauses which constitute the economic intend of the parties.

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