

GENERAL TERMS AND CONDITIONS OF BUSINESS
PISEC GROUP AUSTRIA GMBH
Valid from 01.01.2018

1) Validity of the terms and conditions

All agreements and offers are based on our terms and conditions as set out below. These terms and conditions are accepted by placing an order or upon delivery. We hereby reject deviating terms and conditions of the contracting party; different terms and conditions are only effective if they were expressly confirmed by us in writing.

2) Conclusion and content of the contract

Our order confirmation or confirmation letter determine the content of the contract. Ancillary agreements and additions to the contract of any kind are only binding upon our express, written confirmation. The content and interpretation of customary commercial clauses such as FOB, CIF, etc., which become part of the contract in accordance with the aforementioned principles, are based solely on the current version of INCOTERMS 2000 as issued by the International Chamber of Commerce. In this respect, the content of INCOTERMS 2000 becomes part of the contract.

3) Prices

Our offers are non-binding. Orders for which fixed prices are not expressly agreed are charged at the list prices valid on the day of delivery (current price). The prices are exclusive of VAT at the statutory rate.

4) Delivery period

The delivery period begins on the day the order confirmation is issued and is adhered to if, by the end of the delivery period, the goods have left the factory / warehouse or their readiness for shipment was announced. In the case of early delivery, rather than the time originally agreed the respective date of delivery is determinative. Partial deliveries are permitted. Correct, timely delivery by our own suppliers is reserved. In the event of unforeseen obstacles that we were unable to avert despite reasonable care in the circumstances of the case, the delivery time is extended accordingly - including within a period of delay - regardless of whether this involves ourselves or our subcontractors, e.g. operational disruptions, official interventions, energy supply difficulties or a delay in the delivery of essential raw materials / building materials, etc. The same also applies in the case of strike and lockout. We will inform the customer immediately of such obstacles. In the case of subsequent amendments to the contract which may influence the delivery period, unless special arrangements are made the delivery period is extended accordingly.

5) Force majeure

If we are prevented from fulfilling our obligations due to the occurrence of unpredictable exceptional circumstances which, despite reasonable care in the circumstances of the case, we were unable to avert, e.g. operational disruptions, official interventions, delays in the delivery of essential raw materials or building materials, energy supply difficulties etc., thus rendering impossible the delivery or provision of the service within the agreed time, the delivery period is extended accordingly. If the delivery or provision of the service becomes impossible due to the above circumstances, we are released from the obligation to supply. If the delivery time is extended in the above-mentioned cases or if we are released from the obligation to supply, any resulting claims for damages and rights of withdrawal of the customer are void. If the aforementioned circumstances occur on the customer's side, the same legal consequences also apply to the customer's purchase obligation. We can only invoke the circumstances mentioned here if we notify the customer immediately. If we fail to do so, the legal consequences in our favour do not apply.

6) Transfer of risk, shipping and freight

a) Validity of INCOTERMS 2000 conditions

If, in accordance with section 2 of these terms and conditions, customary commercial clauses such as FOB, CIF, etc. are the subject of the contract, then the transfer of risk, shipping, freight and transport insurance are

exclusively subject to the respective clauses. Content and interpretation are determined solely by the current INCOTERMS 2000 terms and conditions, as published by the International Chamber of Commerce.

b) Unless other general clauses were contractually agreed with regard to the transfer of risk, shipping, freight and transport insurance apply as follows:

If the goods are shipped to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods passes to our forwarding agents upon delivery. At the latest at the time of leaving our possession or warehouse, the risk is entirely transferred to the customer, regardless of whether the shipment was made from the place of fulfilment and regardless of the party paying the shipment. If the goods are ready for shipment and the dispatch or transfer is delayed for reasons which are not of our making, then the risk passes to the customer at the time of notification of readiness for dispatch. Insurance is taken out at the request and expense of the customer.

7) Product liability

Any claims for damages, which contract partners or third parties assert against us under the heading of "product liability" within the meaning of the Product Liability Act (PHG), are excluded as far as permitted by law, unless the party entitled to recourse proves that the error originated within the scope of our responsibility and was due, at least, to gross negligence.

8) Retention of title

The delivered goods remain our property until payment is made in full. Payment is defined as our receipt of the exchange value.

9) Warranty, liability and notice of defects

a) Material defect claims

If the delivery item is defective or warranted properties are missing, or if it becomes defective within the warranty period, we are entitled to provide replacement, to the exclusion of further warranty claims by the customer. The detection of such defects must be reported to us immediately in writing - in the case of identifiable defects, however, at the latest within 10 days after receipt, in the case of non-identifiable defects, immediately after detectability. The warranty begins with the delivery of the goods to the customer; however, it ends no later than 6 months after the goods leave our factory / warehouse. If we allow a reasonable period of grace to expire without having rendered replacement to the customer, the customer is entitled to withdraw from the contract, to the exclusion of all other claims. We are liable for replacement deliveries to the same extent as for the original delivery item; for replacement deliveries, the warranty period begins anew.

b) Other claims for damages are excluded to the extent permitted by law. The amount of damages is limited to the prices of the goods. We are liable for damages that are due to our intentional or grossly negligent behaviour. Claims for damages due to impossibility of performance, delay, positive violation of contractual duty, negligence on entering into the contract and tort are excluded. In these cases, the customer has a right of withdrawal, to the exclusion of all other claims – including those arising under litera a.

c) Right of refusal, retention and set-off

If we recognize counterclaims of the customer or if these are determined by a court of law, the customer may set off his counterclaims against us or refuse or withhold payment. If we do not recognize counterclaims of the customer or if these are not determined by a court of law, the customer may not set off his counterclaims against us or refuse or withhold payment

10) Jurisdiction

The place of jurisdiction for all legal disputes arising from the contractual relationship as well as its occurrence and effectiveness is Vienna, Austria or, at our option, the place of the customer's registered office. The contractual relationship is therefore subject to the law of the Republic of Austria.