

IAG - General Conditions of Sale (GCS) of Industrie Automatisierungsgesellschaft m.b.H.

§ 1 General Provisions - Scope

- 1./ The following General Conditions of Sale (GCS) shall govern to all business relations between our company and our customers. In all respects, the version of our General Terms and Conditions effective at the time the respective contract or agreement is concluded shall apply.
- 2./ Our customers are exclusively entrepreneurs. For the purposes of this provision, entrepreneurs shall be defined as natural or legal persons or legal partnerships for which the contract or agreement in question is a part of their business operations. Moreover, businesses are also understood to include permanently established organisations pursuing independent business activities even if these activities are not profit-oriented.
- 3./ Any Conditions of Purchase differing from, contradicting, or complementing these General Conditions of Sale shall not become a part of the contract or agreement concerned even if they are known to us unless they have been expressly accepted by us in writing.

§ 2 Conclusions of Contracts and Agreements

- 1./ All our offers shall binding and valid only if submitted directly by us on our official company stationery. Our sales representatives are neither entitled nor authorised to submit offers entailing a legally binding effect on us. We reserve the right to make reasonable technical or other modifications to our offers.
- 2./ By placing its order, our Customer confirms its contractual offer with legally binding effect.
- 3./ We shall have the right to accept the contractual offer included in any order within two weeks.
- 4./ All contracts and agreement shall be concluded with the reservation that they may not be performed, or performed only in part, if the relevant services are not made available to us by our suppliers in a timely and correct manner. Should a particular service be unavailable, or only partly available, we shall notify our Customer immediately. In such a case, any compensation already rendered shall be refunded by us without delay.

§ 3 Retention of Title

- 1./ We shall retain ownership of the goods pending full payment of the purchasing price.
- 2./ Our Customer shall be obliged to treat our goods with care as long as they continue to be our property. Should any maintenance or inspection work be required, our Customer shall perform them regularly at its own expense.
Our Customer agrees to notify us of any third party accessing the goods immediately and in writing, in particular in the event of legal enforcement measures, as well as of any damage to, or destruction of, the goods. Our Customer agrees to apprise us of any change of ownership of the goods as well as of all changes of address without delay.
Our Customer agrees to compensate us for all damage, loss and expense arising as a consequence of any violation of the provision stated above and incurred due to necessary interventions instituted against third parties accessing the goods.

- 3./ In the event of any violation of contractual provisions on the part of our Customer, in particular with respect to defaults of payment, we shall have the right to withdraw from the respective contract or agreement and to demand that the goods be returned to us. Furthermore, we are entitled to withdraw from any contract or agreement in the event of a breach of obligations defined in Article 3 Paragraph 2./ of our General Conditions of Sale and to demand return of the goods in question if the performance of a given contract or agreement places undue and unreasonable constraints on us.
- 4./ Our Customer shall have the right to resell the goods in the ordinary course of its business. Even at this time, it assigns to us all invoiced amounts of all claims arising from such resales to third parties and agrees to make mention of any such claim in its books or on its own invoices, with us hereby accepting such assignment. Following such an assignment, our Customer shall be entitled to assert and collect any such claim accordingly. We reserve the right to assert and collect any such claim ourselves should our Customers fail to meet its financial obligations in an appropriate manner and fall in arrears with its payments.
- 5./ Our Customer shall process the goods in our name and on our behalf without exception. All processed goods shall become the joint property of us and our Customer, always in proportion to the value of the goods supplied by us. This condition shall also apply if such goods are processed together or mixed with other items not belonging to us.

§ 4 Prices and Payment

- 1./ Except where agreed otherwise, all prices are quoted Ex Works in accordance with the Incoterms published by the International Chamber of Commerce in effect at the time the respective contract or agreement is concluded. Prices are exclusive of statutory value-added tax.
- 2./ The Customer shall bear all risks associated with foreign currency transactions.
- 3./ Should the Customer's financial circumstances deteriorate in the course of the ongoing provision of services to such a degree that adherence to the agreed price appears to be jeopardised on our part, we shall have the right to demand immediate reimbursement of all costs incurred by us up to that time and to perform any remaining services exclusively against payment in advance.
- 4./ Following provision of the relevant service, our Customer agrees to pay the agreed price within 30 days without any early payment discount unless agreed otherwise. In case of non-payment within this period, the Customer shall be considered to be in default.
For the duration of any such default, the Customer agrees to pay an annual interest of 10% in excess of the effective three-month EURIBOR rate in addition to the sum owed to us.
Our Customer agrees to bear all costs associated with the enforcement of claims, in particular collection charges or any other necessary expenses arising from their legal enforcement.
- 5./ Our Customer shall only be entitled to set off its counter-claims against our own claims if they have been established by law or accepted by us.
Our Customer shall not have the right to withhold payments.

§ 5 Transfer of Risk, Delivery, Delivery Periods and Dates, Documentation

- 1./ Except where agreed otherwise, all risks associated with the accidental destruction as well as the accidental deterioration of goods delivered Ex Works in accordance with the Incoterms published by the International Chamber of Commerce in effect at the time the respective contract or agreement is concluded shall be assumed by the Customer upon their being handed over to the Customer; for all sales involving the carriage of goods, these risks shall devolve upon the Customer upon handover of the goods concerned to the respective forwarding agent, the carrier, or any other person or organisation entrusted with their carriage.
- 2./ In the case of any downloading or dispatching of data via the internet, the risk of their destruction as well as of their alteration shall be transferred to the Customer upon the data passing the network interface.

- 3./** Handover shall not be affected by any delayed acceptance on the part of the Customer.
- 4./** Unless agreed otherwise in writing, periods of delivery and/or performance shall commence:
- on the day the respective order is confirmed;
 - on the day all technical, business, or other requirements to be fulfilled by our customers have been completed; or
 - on the day we receive the agreed advance payment or collateral.
- 5./** The time of delivery or performance shall be the date the goods or services in question are made available for collection and the Customer is notified by us of this fact.
- 6./** Any delayed delivery or performance caused by third parties and thus not attributable to us shall neither result in the abortion of the associated business deal nor in any obligation on our part to pay damages for any such delay not within our scope of responsibility.
- 7./** Should our Customer be unable to take delivery of the duly offered goods or services, or to perform the preliminary works required for the completion of the respective goods or services, it shall be considered to be in default; in such a case, we shall have the right to warehouse these goods or services at the Customer's expense.
- 8./** Should the Customer be unable to remedy the circumstance described in Article 6 Paragraph 7./ of our General Conditions of Sale, making it impossible for us to cure the default caused by our Customer within a reasonable period of time, we shall be entitled to demand immediate reimbursement of all costs incurred by us up to that time as well as of all expenses accruing from any such default.

§ 6 Copyrights and Software Licenses

- 1./** Our Customer hereby acknowledges that the software products supplied or made available by us, all design and manufacturing drawings as well as all goods or services provided by us or third parties are protected by copyrights and must not be made available to others. Any use of such software, documents, or goods or services outside their designated purpose stipulated by us is therefore prohibited except where expressly approved by us in writing.
- 2./** Software licences must only be used in compliance with the limitations defined by us.
- 3./** We shall not be obliged to provide software or electronic circuit schematics in processable data formats.
- 4./** No later than the final acceptance date, we will provide the Customer with corresponding documentation free of charge, thereby enabling the Customer to use, maintain, and perform initial installation of the delivered goods. We shall not be obliged to supply manufacturing drawings with regard to the delivered goods, services, or spare parts.

§ 7 Warranty

- 1./** All decisions as to whether initially discharge of our warranty obligation with respect to deficient goods by improvement or replacement shall be exclusively within our own discretion.
- 2./** As a general rule, our Customer may choose to either demand a reduction in price or a modification of the relevant contract or agreement (minor defects excepted) should an improvement prove to be impossible or advisable.
Our Customer shall only be entitled to claim replacement, contractual modifications, or price reductions following due notification of the defect concerned in accordance with Article 9 Paragraphs 3./ and 4./ of our General Conditions of Sale as well as upon granting of a reasonable period of time for its improvement.

- 3./** Our Customer agrees to examine the delivered goods or services for defects immediately upon their acceptance or completion, as the case may be, and to notify us of any such defects in writing without delay; failure to notify us of their existence shall result in the forfeit of all rights to claim damages in this respect.
Hidden defects must be reported to us in writing as well as soon as they are discovered. Our Customer shall bear the burden of proof with regard to all claimed defects.
- 4./** The warranty period shall be one year starting with the delivery of the goods or services and/or as soon as they become available for delivery in the event that delivery is delayed as a consequence of reasons not attributable to us.
- 5./** Warranty claims shall be only deemed justified if the goods or services concerned can not be used to their full extent in accordance with their designated purpose due to defects attributable to us and only if we have received due notification of these defects in accordance with Article 9 Paragraphs 3./ and 4./ of our General Conditions of Sale. All warranty claims shall become void in the event that the goods or services in question have been tampered with or modified without our prior consent. Our warranties does not apply to any defects in goods or services arising as a result of inappropriate their use or use outside their area of application as specified by us or as a consequence of maintenance work performed by unauthorised persons.
The Customer shall only have the right to arrange for the repair of third-party goods or services at our expense in the event that we have failed to act upon the Customer's notice of the relevant defect duly submitted to us in accordance with Article 9 Paragraphs 3./ and 4./ of our General Conditions of Sale and the Customer has duly protested such failure in writing.
- 6./** We shall not be obliged to install or remove defective goods or services reported to be faulty and supplied by us if no specialised professional knowledge is required for such installation or removal.
- 7./** Except where agreed otherwise, all warranty services to be supplied be us shall be performed at our registered company premises in 2722 Weikersdorf, Industriestrasse 2.
- 8./** Replaced defective goods or services and/or parts thereof shall be delivered to us and become our property.
- 9./** Should we receive a notice of defect by our Customer without being able to detect said discover said defect, our Customer agrees to reimburse us for all costs resulting as a consequence of such an unjustified notice within 30 days following its receipt.

§ 8 Limitation of Liability and Indemnity against Liability

- 1./** Except where stipulated otherwise by the Austrian Product Liability Statute (*Produkthaftungsgesetz*), liability on our part shall be limited to intent and gross negligence. Any liability for instances of slight negligence shall be expressly excluded.
- 2./** Compensation for any consequential damage as well as for any pecuniary loss, in particular with regard to damage or loss arising from loss of production, unrealised savings, loss of interest, or from damage or loss resulting from third-party claims against the Customer, shall be excluded. Similarly, our liability do not extend to any damage to products, commodities, goods, etc. manufactured by our Customer using goods or services delivered by us.
- 3./** In case of machinery or equipment orders, the scope of our liability shall always be limited to half the relevant order price.
- 4./** We are only able to assume liability for the website content of our online shops. To the extent that we provide access to other websites by means of web links, we shall not be responsible for any content hosted on such sites. We do not hold such third-party content to be our own. Should we become aware of any illegal content hosted on such a site, we will disable access to the site concerned without delay.

§ 9 Availability of Spare Parts

We guarantee that all parts manufactured by us will remain available for a period of 10 years following delivery.

§ 10 Confidentiality

- 1./ In the event of any exchanges of drawings, engineering documents, or other technical information, such drawings, documents, or information must only be used for their designated purposes except where expressly approved in writing. Accordingly, these drawings, documents, or information must not be used for any other purpose, copied, reproduced, or disclosed or transferred to others.
- 2./ We shall not be liable for any violation of protected third-party rights arising from joint development work undertaken together with our Customer.

§ 11 Data Protection

- 1./ Our Data Protection Policy is intended to provide our Customer with information regarding:
 - the type, extent, duration and purpose of the collection, processing, and use of required personal data serving as a basis for the fulfilment of orders as well as for invoicing purposes;
 - the Customer's right to object to the creation and exploitation of its anonymised user profile for advertising and market research purposes as well as for the preparation of our offer tailored to our Customer's needs;
 - the disclosure and transfer of data to companies commissioned by us and subject to statutory data protection provisions for the purposes as well as for the duration of credit assessments and for the dispatch of goods or services;
 - the Customer's right to demand disclosure of its personal data stored by us free of charge;
 - the Customer's right to demand correction, deletion, and blocking of its personal data stored by us.
- 2./ For any collection, processing, and use of personal data exceeding the scope defined in Article 13 Paragraph 1./ of our General Conditions of Sale, approval by our Customer shall be required. Our Customer may apprise us of the aforementioned approval prior to placing its order. Furthermore, our Customer shall have the right to withdraw its approval regarding any such continued collection, processing, and use at all times.

§ 12 Final Provisions

- 1./ These General Conditions of Sale shall be subject to Austrian law, with the exception of Austrian international private law provisions governing conflicts of laws as well as of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.
- 2./ All disputes arising from contracts or agreements shall be referred to the Austrian court of law having local and factual jurisdiction over our registered company premises, i.e. the local District Court and/or the Provincial Court in Wiener Neustadt.
- 3./ Should any provision of a contract or agreement or parts thereof including these General Conditions of Sale be or become invalid or unenforceable, the remaining provisions shall continue with full force and effect. Any such invalid or unenforceable provision, or part thereof, shall be replaced by a provision approximating its originally intended economic effect as closely as possible.