

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

of Göweil Maschinenbau GmbH, FN198427f, LG Linz

The GTC shall not apply to consumers within the meaning of the Consumer Protection Act (KschG).

1 Validity

1.1 Our offers, orders, sales and deliveries shall be made solely in accordance with our GTC (see also 1.2 and 1.3), as reproduced below in their current version, unless otherwise agreed. In addition, our GTC can be downloaded at any time from the General Terms and Conditions Section, or by following the link <http://www.goeweil.com/index.php/en/agb-engl>, and can also be saved and printed out by the purchaser in a reproducible format.

1.2 These GTC shall also apply as a framework agreement for all future transactions regarding the sale and/ or delivery of our products to the same purchaser without having to refer to them in each individual case. We hereby expressly object to any Terms and Conditions of Purchase of the Purchaser. Any deviating agreements from our GTC shall only apply if, and insofar only for an individual case, these have been confirmed in writing by us as an amendment to our GTC. This approval requirement shall apply in any event, for example even if we, being aware of the Purchaser's Terms and Conditions of Purchase, execute delivery to it without reservation. There were no verbal side agreements made upon conclusion of the contract.

1.3 Individual Purchaser agreements reached expressly with us in individual cases (including side agreements, additions and amendments to these GTC) shall have precedence over these GTC, provided they came into effect following the conclusion of this contract. The content of such individual agreements shall require a written contract or, if no such contract exists, written confirmation from us to the Purchaser.

2 Offers, Cost Estimates And Orders

2.1 All parts of our offers are subject to change without notice, unless they have been expressly designated as binding for a defined time period.

2.2 Illustrations, designations, descriptions, dimensions and weights are only approximate in terms of their details and are non-binding with regard to possible deviations and amendments deemed reasonable for the Purchaser and End User by virtue of new experiences and improvements.

2.3 Our drawings, sketches, plans, photos, operation manuals, production know-how, software etc. shall remain our intellectual property and are protected by copyright law with respect to imitation, copying, competition etc. They may not be imitated, reproduced or copied, or indeed notified or handed over to third parties, without our written consent. Furthermore, they may not be used for any other purpose than the one they were supplied for.

2.4 Our prices are subject to alteration and are net ex works. Additional costs for

packaging, loading and transportation insurance, customs and taxes or other charges are excluded. When applicable they are charged separately. We shall only insure the transport of the delivery at the request of the Purchaser. Any such costs arising as a result shall be borne by the Purchaser. We are entitled to adjust our prices to changed circumstances even following the conclusion of the contract, in case of extraordinary events (e.g. wars, war-like disputes, natural disasters, delivery blocks, strikes etc.). Extraordinary events also include changes to the legal situation, approval and export terms etc., which lead to increased expenses for the production and supply of the subject of the contract. This also applies if the prices were agreed as fixed prices.

2.5 If prices are denominated in a foreign currency (= currency other than EUR), then the Offer shall be based on a calculation exchange rate, the validity of which is stated in the Offer. Any additional costs arising up to the date of the order confirmation and/or the actual delivery of the goods as a result of exchange rate differences outside the validity of the calculation rate shall be borne by the Purchaser, who shall in turn compensate us.

2.6 Prices valid on the date of delivery will be invoiced. The Purchases shall bear the associated currency risk.

2.7 If there are any obvious errors, in particular errors that were already included in our Offer as well as in the accompanying documents, then we shall be entitled to terminate the contract or to adequately amend the agreed prices at any time and at our discretion.

2.8 Cost estimates shall not be binding in any way, unless the binding nature of any such cost estimate is expressly stated by us in writing.

2.9 Orders are only established upon our written order confirmation (by mail, fax or e-mail). This shall be issued once all technical and commercial queries have been clarified. We shall reserve the right to deliver goods ordered without any order confirmation. The delivery of any such ordered goods shall replace the order confirmation. If an Offer was made by us, then we shall also reserve the right to reject purchase orders without specifying the reasons for doing so.

2.10 If the Purchaser is not the same as the End User, then the Purchaser must fulfill all obligations (e.g. provision of proof of usage and final destination) that are necessary in order for the End User to be able to receive and use the goods. The Purchaser also undertakes to pay for the goods if they cannot be delivered to the End User (either directly by us as part of a drop shipment or by the Purchaser forwarding them on to its own customer) due to the fact that such obligations have not been fulfilled. The Purchaser undertakes to pay compensation, regardless of negligence or fault, for any costs, reduced revenues or other financial losses arising from a breach of any such obligations.

2.11 We are bound to a contract in accordance with a valid order confirmation by us, if no government or other public sector bodies oppose the contract (due to Import bans, export bans, bans on production, norms, standards, licensing requirements etc.). We are entitled in this case to terminate the contract. If we do not terminate the contract, the contract remains in force. All risk and resulting costs associated with the aforementioned circumstances are borne by the Purchaser.

3 Payment

3.1 Linz/ Donau shall be the place of fulfilment for all payments, even if the transfer of the goods or other services takes place at a different location as agreed.

3.2 Unless otherwise agreed, all of our prices shall apply ex works in EUR plus the applicable rate of VAT. Where applicable, additional costs for packaging, transport, insurance, customs etc. in particular shall be charged separately. All domestic and foreign incidental costs incurred in conjunction with the delivery shall be borne by the Purchaser. All payments must be made, at our discretion, either in cash or by bank transfer to one of our bank accounts stated on the invoice.

3.3 All payments must be made exclusively in accordance with the agreed terms of payment at the Göweil Maschinenbau GmbH. Unless different arrangements were made, each payment must be made without deductions at the time the invoice is received. The business partner shall have no right of retention, the purchaser is in particular not entitled to withhold payments due to warranty claims or other claims objected by the Göweil Maschinenbau GmbH.

3.4 In the event of the business partner falling into arrears with the agreed payments, the Göweil Maschinenbau GmbH shall be entitled to call for pre-payments and/or bankable guarantees for delivery or for further completions of productions regardless of the agreed order. Further we shall be entitled to choose whether

- a) we defer discharging our own contractual obligations,
- b) we extend the delivery period,
- c) we demand the payment of the outstanding balance on the purchase price immediately, whereby payment may be demanded either in the agreed foreign currency or in Euros and
- d) we shall be entitled to charge the Purchaser statutory default interest of 10% above the base interest rate, where a negative base interest rate shall be reverenced as null, or
- e) we withdraw from the contract after expiration of an additional deadline of at least two weeks.

Moreover, the purchaser's default renders otherwise agreed delivery dates obsolete.

3.5 Furthermore, in the event of default in payment, all reminder and collection charges shall be borne by the Purchaser.

3.6 If a Purchaser's payment by way of transfer is not made from an account held by the Purchaser, then the payment shall only have a discharging effect if this has been agreed in advance or if we accept this payment subsequently and in writing. If there is no prior agreement in place, we shall be entitled to demand a new payment and withhold any payments received until the payment is made by bank transfer from an account held by the Purchaser.

3.7 Purchaser claims may not be offset against our claims unless they are legally related to the objective liability of the Purchaser and they concern legally established claims or claims that we have recognized in writing.

4 Reservation Of Title

4.1 The delivered goods shall remain our property until full payment of the agreed purchase price and any ancillary fees (3.2). Until the time of ownership transfer, the Purchaser shall not be entitled to sell or pledge the goods, or otherwise cede them to third parties without our consent. In the case of utilization of the goods through third parties (e.g. distress), the Purchaser is required to notify us immediately and provide us with an opportunity to assert our ownership rights. These rights shall in any case be asserted at the expense of the Purchaser. Our ownership shall also be maintained if the delivery item is mixed or combined with other items of the Purchaser or a third party, processed or otherwise converted. In the event the laws for the area in which the delivery item is located do not allow for a retention of title, but does permit the reservation of other rights to the subject of the contract, in particular regarding assignments of claims against another buyer, we may exercise all rights of this kind. In the case of a resale in particular, the buyer shall provide to us all required information, grant permission to view all required documents and assign to us all claims against third parties to which the delivery item was transferred at its own cost, and also notify the secondary purchaser of the assignment of security at the same time the goods are sold, or at least note the assignment in its business records. All charges related to the delivery, such as taxes, duties, fees etc., are the responsibility of the Purchaser.

4.2 The Göweil Maschinenbau GmbH retains the property rights of all goods supplied until all claims have been settled from the business relationship with the purchaser. Furthermore, the Göweil Maschinenbau GmbH retains its property rights until a negative current account will be balanced, or until the irrevocable encashment of checks and bills adopted from the purchaser.

4.3 The business partner shall not be entitled to pledge goods subject to reservation of title, nor to pledge such as collateral security, and shall be obliged to notify the Göweil Maschinenbau GmbH without delay of any distraint which has occurred at the instigation of third parties.

4.4 In the event of a sustained breach of contract following a reminder or in the event of the business partner's insolvency, the Göweil Maschinenbau GmbH shall be entitled to demand the surrender of the subject matter of delivery owned by the Göweil Maschinenbau GmbH and to collect it; this shall not be deemed to be a termination of the purchase contract.

4.5 At the purchaser's request, the Göweil Maschinenbau GmbH shall be obliged to release securities which the former has granted, should they no longer be required as security against his debts, in particular if they exceed the value of the outstanding debts to be secured by more than 20 %.

4.6 The Göweil Maschinenbau GmbH is entitled to withhold any homologation or type certificate until all associated obligations of the purchaser are fulfilled.

4.7 In case of non-fulfilment of the contractual agreements the Göweil Maschinenbau GmbH is entitled to reclaim and take back the goods delivered and the purchaser unanimously shall hand over the delivered goods. Furthermore, the purchaser agrees to restitute the difference of the contractual price to the market price at the time and place. Moreover, the Göweil Maschinenbau GmbH

is entitled to demand an adequate compensation for any additional expenses, in particular expenses for transport. The proof of higher damages and our other statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected

4.8 The purchaser is liable for any loss and damage of all delivered goods its custody and for all consequences of improper storage (mutatis mutandis 4.7). Any resale without our consent is prohibited. The Göweil Maschinenbau GmbH shall invoice the goods under reservation of title at the day of notice of resale through the purchaser without further deductions. Furthermore, commercial use is strictly prohibited.

5 Delivery and Dispatch

5.1 The delivery deadline specified in our Offers or in the order confirmation shall commence on the date of the order confirmation. Where an advance payment has been agreed to, the delivery deadline does not begin until we have received this advance payment.

5.2 Delivery dates shall apply ex works. Our obligations shall have been fulfilled if the delivery item is made available to the Purchaser, i.e. if the readiness for delivery is notified to the Purchaser. If the delivery item is dispatched or transported by the Purchaser or its agents, then the risk for doing so shall also be transferred to the Purchaser.

5.3 If multiple delivery dates are specified or agreed, then the earlier dates shall merely be guidelines (declaration of intent, target) which do not create any legal obligations for us. We shall strive and indeed use our best efforts to comply with these guidelines.

5.4 The delivery deadline specified in the order confirmation shall be agreed to the best of our knowledge, subject to normal conditions. The delivery deadline shall be extended appropriately, without giving the Purchaser any right whatsoever to rescind or to assert claims of any kind, in case of events such as lack of transport, disruption of operations, strikes, labor restrictions, seizures, damage to important work pieces etc. suffered by us or a subcontractor, and delayed carriage and delivery of raw materials and components, chassis and motors etc., unforeseen difficulties during border processing and import or export customs clearance. We shall immediately notify the buyer upon occurrence of any such event and specify a new delivery deadline.

5.5 If the Purchaser requests any technical, commercial or schedule-based change to the Order, then we shall be entitled to unilaterally specify a new delivery deadline.

5.6 If it is an International Order, then the terms and conditions of delivery must be drawn up in accordance with Incoterms, as amended, unless otherwise specified under the terms of this contract or these GTC

5.7 We shall be entitled to carry out partial or advance deliveries.

5.8 We shall be entitled to deliver, at the stipulated price, goods that are, in our opinion, of an equivalent value or design instead of the ordered goods if it is

impossible – for whatever reason – to deliver the ordered goods at all or in a timely manner. Such changes are only permitted if they are reasonable for the Purchaser. If the Purchaser approves such changes to the goods, then it cannot subsequently plead that this is unreasonable and, for this very reason, shall neither be entitled to withdraw from the Contract nor to request the cancellation of the sale, a price reduction or a restriction of its existing obligations under the terms of the Contract.

5.9 Unless otherwise expressly agreed, the goods shall be dispatched uninsured at the risk and for the account of the Purchaser. We shall only insure the delivery item against theft, breakage, transport, fire and water damage and other insurable risks at the written request of the Purchaser. Any other costs arising as a result shall be borne by the Purchaser.

5.10 If the goods are dispatched by us in accordance with the agreement, we shall only be liable for our shipping arrangements if there are shipping instructions provided by the Purchaser which were confirmed by us.

5.11 If import/export licenses or other documents are necessary for International Orders in order to carry out an import/export, or for transportation purposes, then the Purchaser undertakes to provide these documents at the time of issuing the Order, or at least in a timely manner in any case. Any costs and losses incurred as a result of the failure to supply such documents in a timely manner shall be borne solely by the Purchaser, irrespective of their nature. We shall not assume any liability whatsoever in this regard, and shall be indemnified and held harmless by the Purchaser for any losses and expenses incurred by us as a result.

5.12 Sample items requested by the Purchaser, display items or other goods made available must be sent back to us, prepaid and insured, within four weeks of receipt by the Purchaser. Otherwise these items shall be deemed to have been sold, and the invoice amount shall be due with immediate effect. We shall retain ownership of these items and goods until payment is received in full.

5.13 Only one copy of operation manuals, spare parts lists, drawings and other documents shall be provided with the goods. Additional copies shall be invoiced separately. If express agreement was reached regarding training, then this shall be performed by a Service technician as selected by us, unless otherwise agreed. The training, travel, accommodation and subsistence costs incurred by the Service technician shall be invoiced to the Purchaser.

5.14 The goods shall only be accepted in the presence of the Purchaser if this has been agreed separately. Tests or other examinations that go beyond typical factory acceptance tests must be agreed separately. The costs and expenses shall be borne by the Purchaser.

5.15 Provided this is to be performed by us in accordance with the agreement, the goods shall be dispatched by transport service industry partners selected by us and in line with standard regular delivery times. Packaging material cannot be taken back.

6 Delay and impossibility of performance

6.1 The written agreement of a binding delivery date, a written reminder by the Purchaser to perform the service within a reasonable grace period and the fruitless expiry of the grace period are all prerequisites for a delivery delay occurring.

6.2 If the Purchaser is able to demonstrate it has suffered a loss as a result of a delivery delay caused purely by gross negligence on our part (see item 6.1 of these GTC), then it shall be entitled to compensation totalling 3% of the value of the part of the delivery that cannot be used by the Purchaser either on time or as intended as a result of said delivery delay. Any further claims on the basis of a delivery delay shall be excluded.

6.3 Notwithstanding any right of rescission of the Purchaser in the event of defects (see item 9 of these GTC), and provided more than two months have elapsed since the delivery delay in accordance with item 6.1 occurred, the Purchaser may only withdraw from the Contract as a result of a breach of duty for which we are responsible; any damage compensation claims shall be made exclusively in accordance with item 6.2. We on our part shall be entitled to withdraw from the Contract in the event of an initial or subsequent impossibility of performance; in the event of a withdrawal owing to impossibility of performance, the Purchaser shall not be entitled to any claims over and above item 6.2.

6.4 The Purchaser undertakes to declare at our request, and within a reasonable period of time, whether it intends to withdraw from the Contract as a result of the delay in the delivery, or whether it wishes to insist on such delivery being made. If the Purchaser fails to provide any such declaration within a reasonable period of time as set by us, then the Purchaser shall no longer be entitled to reject the delivery or withdraw from the Contract, and cannot assert any damage compensation claims in place of performance.

7 Risk and default of acceptance of purchaser

7.1 Provided the goods are dispatched or transported by us, the risk of accidental loss or deterioration of the delivery item shall transfer to the Purchaser no later than when sending the delivery item to the Purchaser; this shall apply even if partial deliveries have been made or other services, in particular shipping costs or transportation, have been accepted by us as well.

7.2 If the goods are dispatched by us and the dispatch is delayed due to circumstances for which the Purchaser is responsible, then the risk of accidental loss or deterioration of the delivery item shall transfer to the Purchaser at the time notification that the goods are ready for shipment is sent. In such cases we shall be prepared, at the written request of the Purchaser, to take out insurance policies as requested by the latter. Any costs arising as a result shall be borne by the Purchaser. In any event, the Purchaser undertakes to reimburse additional expenses incurred by us as a result of any such delays.

7.3 If the Purchaser is in default of acceptance, fails to cooperate or delays our delivery for any other reasons attributable to the Purchaser, then we shall be entitled to demand compensation for any losses and additional expenses

(e.g. storage costs) incurred by us as a result of any such delay, irrespective of whether the Purchaser was at fault or not. In order to do this, we shall charge flat-rate compensation totalling at least 0.5% of the invoice amount per week, but no more than 10% in total, commencing on the delivery deadline or, in the absence of a delivery deadline, date of notification that the delivery item is ready for shipment. This shall also apply if the goods are stored in the premises of another manufacturer. The proof of higher damages and our other statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; the flat-rate compensation shall however be offset against further monetary claims. We shall also be entitled to otherwise dispose of the delivery item and deliver to the Purchaser with an appropriately extended deadline at the prices applicable at the time after setting a reasonable grace period to accept the delivery item, and such grace period expiring without success.

7.4 In the event of a justified cancellation, we shall receive a lump-sum compensation totalling 10% of the gross order value without furnishing proof of the actual damage of loss suffered and without prejudice to our right to claim higher damages for the actual damage or loss suffered. The obligation to pay damages is independent of fault.

8 Unilateral changes in the scope of delivery

8.1 The purchaser shall tolerate objectively justifiable and reasonable changes in the scope of delivery.

9. Warranty

9.1 Provided no further claims have been agreed in writing in the Contract, and assuming all payment obligations are fulfilled, we shall grant the Purchaser, but not any third parties, a warranty against defects in material and workmanship in accordance with the state of the art applicable at the time the products are placed on the market by us.

9.2 The Purchaser may only call upon this warranty (9.1) if it can prove that the defect was present upon handover and if it immediately notifies us in writing, albeit no later than eight days, of any defect that has occurred along with a more precise description of the defect. Any complaints resulting from workmanship that is not in line with the order, and resulting from defects that could have been detected upon immediate investigation of the delivery item, must be notified in writing within eight days of the goods arriving at their destination and, in the event acceptance has been agreed (5.14), within eight days from acceptance, failing which it shall lose any warranty, error and damage compensation claim (including a damage compensation claim for consequential damages).

9.3 Any notification of defect shall be consigned without exception with the form available at any time, without constraint, under the link <http://www.goeweil.com/index.php/en/agb-engl> to the Göweil Maschinenbau GmbH within the period specified under 9.2.

9.4 Unless otherwise specified by law, the warranty period is six months (three months for replacement parts) and shall commence, unless acceptance has

been agreed (5.14), upon delivery ex works or upon dispatch, if this is performed by us. This period is automatically extended by a six months (three months for spare parts), in the event that the purchaser dutifully sends in the completed take-over declaration with respect of the operating Instructions within one month of delivery to the Göweil Maschinenbau GmbH. Once this period has expired, we shall no longer accept any liability for warranty claims. For international orders, the warranty period will be prolonged for a month if the duration of transit demonstrably exceeds a period of four weeks. The rectification of any defects shall not extend the warranty period.

9.5 Initially the Purchaser may only request that we carry out remedial work or replace the defective items. If the repair or replacement is not possible or is associated with disproportionate financial or actual costs, the Purchaser may request a reduction in the price or rescission. Rescission shall not be considered if it is a minor defect within the meaning of the law. The warranty does not cover compensation for any frustrated installation and removal costs of defective goods.

9.6 The purchaser shall comply with all forwarded application instructions and seek our comment and approval in case of doubt. The Göweil Maschinenbau GmbH shall not be liable for any defects or damages arising from the non-compliance with application notes or failure to seek approval from the Göweil Maschinenbau GmbH. The warranty claim expires if the delivery item has been subject to modification, repair or any other interference without our prior written consent.

9.7 Our warranty obligation only applies to defects that occur despite compliance with the applicable operating, maintenance and installation provisions. In particular, it does not apply to defects that are the result of inappropriate or improper use, excessive stress, incorrect or negligent handling, non-authorized use or changes to the software supplied, use of unqualified personnel and normal wear and tear. This also applies in the case of failure to comply with the operating, maintenance and other provisions of our suppliers.

9.8 Any further warranty claims by the Purchaser, in particular claims for rescission or price reduction, shall be excluded as well as damage compensation claims arising from defective delivery. The Purchaser shall not be entitled to fully or partially retain the purchase price in the event of any defects either.

9.9 Where the Purchaser commissions a third party to perform repairs, only those costs may be charged to us which we would have incurred as a result of a repair using our own trained personnel, even if the Purchaser is entitled to carry out such repairs.

9.10 In principle, the Göweil Maschinenbau GmbH shall assume no warranty or liability for serviceability, durability, nor any possible damages resulting from delivered products which have been modified, extended or reconstructed. The sole exception to this shall be products which have been repaired or reconstructed by the Göweil Maschinenbau GmbH. Unless otherwise provided for in the order confirmation, warranties and compensation claims shall be excluded as a matter of principle if the legal transaction is based on goods which do not correspond with their original condition, are partly incomplete or are already used.

9.11 Recourse claims in accordance with § 933b ABGB are excluded.

9.12 The Göweil Maschinenbau GmbH does not grant formal guarantees in the legal sense.

10 Damage compensation

10.1 In the event of any personal injuries, the Purchaser shall be due compensation even for slightly negligent behavior on our part.

10.2 It is expressly agreed that we shall only have to pay the Purchaser damage compensation for damages other than personal injuries (10.1) if it can be proven from the circumstances related to the individual case in question that we acted with intent or were grossly negligent. We shall assume no liability for consequential damages, including in particular lost profits, business interruption or loss of production. For damages that are to be compensated according to the Product Liability Act (PHG), we shall only be liable if this cannot be excluded as a result of mandatory statutory provisions. Any recourse claim in accordance with § 12 PHG is excluded.

10.3 The damage compensation may not exceed the amount that we would have been able to predict as a possible consequence of the breach of contract.

10.4 Damages claims expire after six months from notification of the damages and damaging party, but in any case after one year from delivery and/or provision of service.

10.5 Even if a liability disclaimer is invalid, we shall not be liable for the occurrence of force majeure. Force majeure is understood to relate to unforeseeable events of an extraordinary nature which evade any control by the contracting parties. Force majeure also relates to circumstances such as industrial disputes and any other circumstances beyond the control of the parties, such as fire, mobilization, requisition, embargo, riot, war etc.

10.6 The subject of the contract only offers a level of safety that can be expected on the basis of the statutory provisions, official regulations, operation manuals, supplier provisions for handling the delivery item (operation manuals, service provisions etc.), particularly in view of the prescribed tests and reviews, and other given information. The Purchaser is required to comply with all provisions that apply to the delivery item, including those of the manufacturer, and to only use the product, including all components and software, for its intended use.

10.7 The Purchaser agrees to take all reasonable and possible measures to prevent damage occurring and to keep any damage incurred as low as possible. We shall otherwise be entitled to demand a reasonable reduction of the asserted damages.

10.8 For the case that the limitations to our liability as agreed herein are found to be legally invalid in entirety or in part, our liability shall in any case be limited in terms of content and scope to the maximum level permitted.

10.9 For all training on the contractual goods (in particular training at the time

of handing over the goods) the following shall also apply: we expressly point out that the participants sent by the purchaser to attend such training courses („Participants“) are exposed to increased risk when performing practical exercises on the equipment. All of these exercises are voluntary and are undertaken at the entire risk and responsibility of the Participant with regards to risks customary for this type of exercise. We must make Participants aware of any hazards of which they may not be aware, even with increased vigilance.

The purchaser undertakes to have informed Participants of the need to

- observe any notices and follow any instructions and safety guidelines given by the speakers/trainers employed by us and to observe and adhere to the internal and safety regulations;

- accept responsibility for their own physical and mental fitness during the training;

- notify us in detail of any ailments or impairments relevant for carrying out the training program and

- expressly declare not to be suffering from vertigo and to be sure-footed.

We accept no liability for impairments of any type due to a Participant's lack of fitness or failure to observe notices given by the speaker/trainer employed by us. In particular, we do not accept liability for any damage or soiling of clothing and personal effects of the Participants during the training. Furthermore, the limitations on liability pursuant to these General Terms and Conditions of Business, and in particular this point 10, shall apply to training courses.

11 Product Liability

11.1 The purchaser shall comply exactly with the operating instructions and safety guidelines forwarded to him. The purchaser shall acknowledge that the Göweil Maschinenbau GmbH shall not assume liability pursuant to product liability law in the event of non-observance or contravention of the operating instructions and safety guidelines. Should the purchaser suffer from damages as a contractor using the product delivered by the Göweil Maschinenbau GmbH, any associated claims against the Göweil Maschinenbau GmbH pursuant to the provisions of product liability law shall be deemed excluded, insofar as this is legally admissible.

11.2 The purchaser shall be obliged to refrain from selling, entrusting or otherwise passing on goods under any circumstances or for any legal reason whatsoever to consumers or to persons who are not businesses (contractors) if the goods were manufactured exclusively for business use. Protection provided by this contract for the benefit of third parties shall be excluded. In the event of resale the purchaser shall be obliged to conclude an agreement with each additional assignee of the goods specifying exactly the same conditions and exclusions of liability, and in the event of a breach of this obligation he shall be responsible to compensate the Göweil Maschinenbau GmbH in full for any disadvantages resulting from and connected therewith.

12 Expiration

12.1 All materials not withdrawn after completion of repair or conversion expire in accordance with the following amicable settlement: article with a current value up to € 500,- forfeit after six months. Articles with a current value above € 500,- shall be sold with deductions, where the associated earnings belong to the customer. After the second month, a monthly administration fee of €

5,- will be invoiced. Any recovery expenses shall also be invoiced.

13 Use of Software

13.1 Where the delivery scope includes software, the Purchaser or End User shall be granted a non-exclusive right to use the delivered software including its documentation. To this end, the software shall be made available exclusively for use with the delivered product that has been provided solely for this purpose. Non-compliance with installation requirements and installation instructions shall result in the immediate and definite loss of the purchaser's warranty and damage compensation claims in this regard. Where we have imposed time limits to the use of delivered software, the Purchaser may not continue to use the software in any way whatsoever after the expiry of this time period. Subject to differing mandatory statutory provisions, the decompilation of delivered software is expressly prohibited, and may only be performed with our express written approval. The Purchaser undertakes to only remove manufacturer's information, particularly copyright notations, or to modify the same if it has received prior and express written approval from us for this purpose. All other rights to the software, the source code and documentation, including the copies, shall remain with us or the software supplier. Sub licenses may not be issued.

14 Data Privacy Protection

14.1 In accordance with the provisions on data protection, we expressly advise that the execution of an order will involve the storage of purchaser names, UID-numbers, addresses, telephone and fax numbers, e-mail addresses and payment modalities on a data carrier for the purpose of automated data processing. We are entitled to transfer, where necessary, the Purchaser's data to third parties that we have commissioned with executing the order so as to ensure proper fulfilment of the same. Beyond this, Purchaser data shall be handled in confidence and not forwarded to third parties.

14.2 Furthermore, the purchaser agrees that data stated in 14.1 shall be used by the Göweil Maschinenbau GmbH for internal analysis and evaluations (ie, for statistical purposes), for customer relationship management and for the purpose of information and advertising (via mail and e-mail).

14.3 The approval granted in 14.2 approval may at any time be revoked.

14.4 Computer-assisted processing of any data arising in the ordinary course of our business shall be in accordance with the provisions of the Austrian Data Protection Act 2000, Federal Gazette I No. 165/1999 as amended from time to time. The Göweil Maschinenbau fully accounts the interests and rights of the party protected. Appropriate data security measures have been put in place to ensure data protection.

15 Formal Requirements

15.1 Additional and ancillary agreements require written form a valid agreement.

16 Choice of Law

16.1 The provisions of Austrian law shall apply exclusively for all contractual relationships of the Göweil Maschinenbau GmbH. This shall also apply to export business, notwithstanding the provisions of the country, purchaser or commission agent.

16.2 In the event that the agreed place of jurisdiction differs from these GTC, and legal proceedings are instituted between the contractual parties in the purchaser's country and individual provisions of these GTC cannot be applied for reasons of ordre publique, this shall not invalidate the remaining provisions of these GTC.

16.3 The provisions of the UN Sales Convention shall not apply.

17 Saving Clause

17.1 In the event that a provision of these GTC, or parts thereof, are found to be invalid or void, it shall not affect the validity of the remaining provisions, and agreement shall be reached on such a provision that most closely matches the invalid or void provision.

18 Place of Jurisdiction

18.1 Unless otherwise agreed in writing, the location of the delivering company shall be the place of fulfilment for all of our deliveries and services. The court with jurisdiction for such cases in Linz/Donau shall be the exclusive place of jurisdiction for all of our disputes arising from the Contract, the establishment of the Contract, the implementation and cancellation of the Contract; we shall however be entitled at our discretion to call upon the court with jurisdiction for such cases at the Purchaser's general place of jurisdiction instead of the aforementioned court.

18.2 A national or international court of arbitration may only be involved with our prior written consent.

18.3 The German-language text shall always be authoritative in the case of disputes, regardless of the type, which arise in connection with an order, these GTC, other written agreements, offers, cost estimates, order confirmations, bills, documents, materials, notifications, operation manuals, spare parts lists, price lists (catalogs) etc.