

General Terms and Conditions of Sale and Purchase of Primetzhofner Stahl- und Fahrzeugbaugesellschaft m.b.H.

These general terms and conditions of sale and purchase, together with the conditions contained separately in the issued order, represent the legal basis for its entire processing and also apply for future transactions and for subsequent deliveries and substitute deliveries. Terms and conditions that differ from these and the order itself are only binding and legally valid for us with express written confirmation.

I. Prices

The prices are, unless expressly agreed otherwise, without obligation and apply ex works from the seller without packing or loading. In the event of changes to the current cost factors we reserve the right to make price adjustments.

II. Delivery

An agreed delivery period does not begin until the moment at which all technical, commercial and financial demands have been mutually agreed. In the event of the delayed delivery of parts or vehicles ordered by the principal / purchaser a new delivery deadline should be agreed. Delivery deadlines are only binding if this is expressly promised in writing. In the event of a delay in delivery for which we are responsible the principal can only demand performance or withdraw from the contract, specifying a reasonable extension in writing. The withdrawal of the principal in the case of special versions or other claims by the principal under whatever title are excluded. In the event that the performance of the order is impeded or made impossible by cases of force majeure such as labour conflicts, labour shortage, obstructions or other disruptions in operation or supplies, traffic disruptions, shortage of raw materials, fire, water damage or power failure, we can defer the delivery deadline or withdraw wholly or partially from the contract.

III. Fulfilment

An accepted order is deemed to have been fulfilled upon notification of our readiness to deliver, unless another form of fulfilment has been agreed in writing. Irrespective of the moment of fulfilment, all risk is transferred to the principal as soon as the object of the order has left our works or been made available to the principal. The principal shall check and accept the object of purchase at the agreed inspection location or at the supplier's works immediately after receiving the notification of readiness for despatch. If acceptance does not take place within 8 days, the object of purchase is deemed to have been accepted as correct. This is true even if the principal tacitly or expressly dispenses with checking.

IV. Withdrawal from the contract

In the event of the cancellation of the contract by the principal/purchaser we are entitled to claim 10% of the agreed purchase price plus any costs already incurred as compensation for damages. If, after the contract comes into effect and before it is fulfilled, we become aware of circumstances relating to the economic conditions of the principal that lead us to believe that the fulfilment of the contract on the part of the principal can no longer be adequately guaranteed, the seller can declare his withdrawal from the contract; in this case payment instalments already received may be retained until any compensatory payment has been set. If the principal/purchaser is in default of an agreed payment or other obligation or if, after the order comes into effect but before its fulfilment, we become aware of circumstances that lead us to believe that the fulfilment of the contract on the part of the principal can no longer be adequately guaranteed, the seller can either insist upon the fulfilment of the contract and

- a) declare all debts that are still open and any bills of exchange with an expiration date in the future to be immediately payable
- b) defer the fulfilment of his own obligation until the payments that are in arrears have been made or other obligations fulfilled
- c) claim a reasonable extension to the delivery period.
- d) charge interest for late payment of 5 % above the current bank rate of the Austrian national bank from the due date or, after granting a reasonable extension, declare his withdrawal from the contract; in this case payment instalments already received may be retained until any compensatory payment has been set.

V. Terms of payment, withdrawal from the contract

The payments should be made according to the terms of payment agreed in writing. Unless different terms of payment have been agreed in accordance with the seller's written order confirmation, the amounts invoiced become due for payment without deductions within 10 days of the invoice date. With the exception of cash payment, a fee of € 3.60 will be charged for orders with a net goods value below € 36.30. If the principal/purchaser is in default of an agreed payment or other obligation or if, after the order comes into effect but before its fulfilment, we become aware of circumstances that lead us to believe that the fulfilment of the contract on the part of the principal can no longer be adequately guaranteed, the seller can either insist upon the fulfilment of the contract and

- a) declare all debts that are still open and any bills of exchange with an expiration date in the future to be immediately payable
- b) defer the fulfilment of his own obligation until the payments that are in arrears have been made or other obligations fulfilled
- c) claim a reasonable extension to the delivery period.
- d) charge interest for late payment of 5 % above the current bank rate of the Austrian national bank from the due date or, after granting a reasonable extension, declare his withdrawal from the contract; in this case payment instalments already received may be retained until any compensatory payment has been set.

In the event of the cancellation of the contract by the principal / purchaser we are entitled to claim 10% of the agreed purchase price plus any costs already incurred as compensation for damages. The principal/purchaser is not entitled to retain payments relating to guarantee claims or counter-claims not recognised by the seller. Cheques or bills of exchange are accepted subject to their honouring. All associated fees are at the expense of the principal. If the extension expires without the principal/purchaser having made the due payment or fulfilled the other obligation, the seller can withdraw from the contract by written notification. Upon the request of the seller the principal/purchaser shall return to the seller goods that have already been delivered and compensate him for the reduction in the value of the goods, as well as reimbursing the seller for all legitimate expenses he had to incur in the performance of the contract. With regard to goods that have not yet been delivered, the seller is entitled to provide the complete or processed parts to the principal/purchaser and to claim the appropriate proportion of the sale price for these.

VI. Reservation of title

All goods delivered by us remain our property until all the principal's financial obligations towards us have been settled in full. The acceptance of bills of exchange does not count as payment in this connection. As long as the reservation of title exists, the disposal, pledging, transfer of ownership by way of security, leasing or other surrender of the object supplied to the principal by us is not permitted without the our / the seller's written permission. In the event of a levy of execution or other claim by a third party on the object supplied by us, the principal is obliged to enforce our / the seller's title and to notify him / us immediately. In the event of the disposal of an object covered by our / the seller's reservation of title, its place shall be taken by a corresponding claim by the principal, without the need for this to be expressly transferred to the seller / us. The following is expressly agreed between the parties to the contract:

- a) That, even in the event of the object of purchase being fitted on a lorry (or other vehicles), on a machine or a device, it shall not become an accessory of the aforementioned, instead the reservation of title on the object of purchase remains until the full purchase price has been paid. In the event of the sale of the vehicle or a levy of execution upon it the purchaser is obliged to notify the seller/us without delay for the purpose of its removal or Verexidierung.
- b) That, even in the event of the object of purchase being fitted on a machine or a device, it shall not become an accessory of the aforementioned, instead the reservation of title on the object of purchase remains until the full purchase price has been paid. In the event of the sale of the machine or device or a levy of execution upon it the purchaser is obliged to notify the seller/us without delay for the purpose of its removal or Verexidierung.

VII. Liability for defects, guarantee, product liability

We/the seller must be notified by registered letter of any defects or other complaints immediately and at the latest within eight days after delivery and the opportunity for detection, with any other claim by the principal being excluded. If we / the seller declare(s) that we/he are/is prepared to rectify the defect or provide a replacement, claims for cancellation of the sale or price reduction are excluded. For the rest, we / the seller is/are liable for material or manufacturing faults proven to have been found only in that we / he repair(s) the devices or parts thereby made unusable or take(s) them back at the price charged, at our option; in the case of the repair the labour costs shall be borne by the principal. All further claims of whatever type, in particular the reimbursement of other labour, material or any other costs whatsoever incurred by the principal or consequential losses of any type that he suffers are expressly rejected by the seller/by us. Any liability on the part of the seller / us in any case expires after the elapsing of six months, in the case of two-shift use of the invoiced object after the end of three months, or in the case of machines and devices after a maximum of 500 operating hours, always calculated from the day of acceptance / delivery. Any repair or the supply of a replacement does not lead to the deferral of the expiry of the seller's / our liability. Excluded from liability are cases of damage caused by improper or negligent handling as a result of the failure to comply with the operating manual and maintenance instructions, in the case of vehicle bodies in particular the exceeding of the permissible total weight or payload of the vehicle and improper use. Also excluded is any liability in the event of repairs or modifications by third parties without an order from the seller. In the case of parts, assemblies and wearing parts not manufactured by ourselves or by the seller we only provide the guarantee that is provided by the manufacturer of these devices. If we / the sellers carry out an order on the basis of the principal's figures, drawings or models, their/our liability does not extend to the correctness of the design, only to the execution according to the principal's figures. Liability for property damage as a result of a product defect in the sense of PHG (BGB 99/1988) is excluded for all companies involved in the manufacture and sale. The object of purchase offers only that security that can be expected on the basis of approval regulations, operating manuals, the seller's regulations on the handling of the supplied object (operating manual) – in particular with regard to the prescribed checks – and other instructions given.

VIII. Plans and documents

Plans, sketches and other technical documents remain the intellectual property of Primetzhofer and are protected by the relevant legal provisions with regard to duplication, imitation, competition, etc. as do samples, brochures, illustrations and the like.

VIIIX. Data protection

In accordance with §22 Datenschutzgesetz (data protection act) the principal / purchaser notes that the data collected on his company for internal company purposes (e.g. accounts receivable/payable, etc.) will be processed on computerised systems. Data processing register no.: 0594881.

X. Final provisions

Exclusively Austrian law is applicable to the order placed with us. Linz is the agreed jurisdictional venue and place of performance. For principals who have their registered office abroad, the jurisdiction shall be the court of arbitration or the rules of arbitration of the Bundeskammer der gewerblichen Wirtschaft (Federal Economic Chamber), Vienna, at our option. The location of the court of arbitration is Vienna. Terms and conditions of sale and purchase noted: