1. ORDER
Regardless of any offers submitted, all orders and all changes and supplements thereto shall only become binding if and to the extent expressly referred to in the respective offer and/or confirmation of order, or if the orders were placed in writing or by telex by the relevant purchasing department of the Purchaser. The Contractor shall inform the Purchaser of the relevant purchasing department without delay and has obtained its written acknowledgement. These Purchaser's Conditions of Purchasing shall be deemed accepted by the Contractor at the latest upon execution of the order by the Contractor. The Contractor hereby waives any objection to the formation of a contract without prior notice. As long as the order has not been acknowledged through a confirmation of order applying to the entire order in writing, the Purchaser reserves the right to withdraw from the order without stating any reasons, without the Contractor being entitled to assert any claims on whatever grounds. Withdrawal shall be deemed to have taken place if it has already been sent before the declaration of acceptance was received.

2. PRICES
All prices are fixed prices excluding VAT, including all taxes, duties and including all expenditures incurred with the execution of deliveries and services, such as e.g. transport and insurance etc. Unless stipulated otherwise in the order, the prices shall be quoted "Delivered at place" (DAP), in accordance with Incoterms 2010. The price shall include all costs for relevant documentation, inspection, painting, corrosion protection, marking etc. The costs and responsibilities for export customs clearance (with the Contractor's own documentation) for supplies to foreign countries shall also be borne by the Contractor.

3. PAYMENT
Upon otherwise agreed, payment shall be effected by the Purchaser upon submission of a valid invoice (see point 4) and after meeting all requirements stated in the order, especially concerning the supply of correct documentation, within 21 days of receipt of invoice with 3% discount or within 30 days with 2% discount. Interest shall be charged at 2% per annum on the outstanding balance from the date of acceptance or from 30 days after delivery. Any deviation from the order are to be clearly emphasised and shall only become effective upon the express written or telefaxed approval of the Purchaser. Unconditional acceptance of the goods shall by no means signify such approval.

4. INVOICING
For each order placed, deliveries and invoicing are to be carried out separately. Invoices are to be submitted immediately and shall be detailed as far as possible. Invoices shall be accompanied by the notification of delivery or delivery note, invoices are to be supplied fivefold, service invoices and supplementary invoices are to be accompanied by confirmations of service. Points 5 and 6 shall additionally apply to consignments subject to customs duties.

5. PACKAGING AND SHIPMENT
The Purchaser's instructions of shipment and packaging directives shall apply. In the absence thereof, the Contractor is entitled to request from the Purchaser: in the case of deadline-critical shipments, the Purchaser's purchasing department agreement to be procured prior to taking special transport measures. In addition, the Contractor shall be borne all costs incurred. The Contractor has to provide a valid proof of preferential treatment (such as trade certificate, certificate of origin or other evidence). The Contractor shall be responsible for all costs incurred.

6. DEADLINES
Delivery dates are to be strictly adhered to. Deliveries before the due date are only permitted with the written authorisation of the Purchaser and do not entitle the Contractor to earlier payment. The Contractor shall not undertake the bill for the buyer unless it becomes evident that the agreed deadlines cannot be met. A full written report of the reasons and extent of such delays shall be sent immediately and in writing.

7. WARRANTY / GUARANTEE
The Contractor shall guarantee the contractually agreed and usually expected properties, completeness and quantity only in the case of movable or 48 months in the case of immovable objects. A warranty period of 24 months for the period of movable and 18 months in the case of immovable objects and also guarantee freedom of defects for the duration of this warranty period shall begin with the acceptance of the complete equipment by the final customer (customer of the Purchaser). The warranty period shall also end at the latest after 36 months in the case of movable or 48 months in the case of immovable objects following complete fulfillment of the deliveries and services ordered by the Purchaser. Notwithstanding other rights of the Purchaser and independence of the Contractor's being at fault, the Purchaser reserves the right to have the discovered defects or damage repaired by third parties or to carry out repairs himself at the expense of the Contractor, if the Contractor does not comply with the request for remedy of defects within an appropriate period of time.

8. CLAIMS FOR DAMAGES AND PRODUCT LIABILITY
In the event of defects found and in the event of non-compliance with the Product Liability Act requiring the Purchaser's intervention, the Contractor shall reimburse all expenses to the Purchaser and hold the Purchaser completely harmless of all claims for damages.

9. EXPORT LICENCE
The Contractor is liable to provide a comprehensible user manual and to keep all necessary documents and to ensure exact product observation. The Purchaser is furthermore obliged to perform production improvements without being asked, if he becomes aware of potential problems enlisting liability issues.

10. INDUSTRIAL PROPERTY RIGHTS
The Contractor shall ensure that the use of its supplies and services is not affected in any way by claims of third parties regarding trademarks, copyrights, patents, protected territories, etc. and that no boycott clauses, black lists etc. are violated. The Contractor shall immediately inform the Purchaser of any infringement of third parties' rights or any violation of boycott clauses or black lists etc. In respect, the Contractor is liable to hold the Purchaser and/or the final-customer harmless of all third-party claims without limitations and to reimburse all expenses incurred. Documents pertaining to inquiries are to be returned to the Purchaser with offers or following successful execution of the order without being asked. No remuneration shall be granted for the processing of offers. It is hereby agreed that when supplying offers, technical data and other documents without any further obligations, the Contractor shall hold the Purchaser and/or the final-customer harmless of any claims against the Contractor, the Purchaser or the Contractor for any damage for which the Purchaser does not acknowledge the correctness of deliveries and services and therefore, does not waive its entitlement to claims from third parties and for which the Contractor shall not waive his rights by effecting payment.

12. COPYRIGHT
The Contractor and the exclusive right of use for all drawings, information and know-how made available by the Purchaser to the Contractor remains with the Purchaser. The Contractor acknowledges the Purchaser's exclusive copyright thereto.

13. TERMINATION OF CONTRACT
In the event of a breach of contract, the Purchaser may withdraw from the contract completely or partially after granting the Contractor an appropriate additional period of time. Such breaches in particular include delivery delays, delivery of wrong or faulty deliveries, and other default fulfillments, which endanger contract fulfillment of the Purchaser towards his contractual partners, etc.

14. MISCELLANEOUS
The Purchaser reserves the right, also on behalf of the final-customer and its inspection bodies, to carry out inspections in the offices, production sites and warehouses of the Contractor and his subcontractors at any time, even during production. Delivery time checks as well as technical intermediate and final inspections (also packaging controls) and to reject faulty documentation as well as defective material. These controls and inspections do not relieve the Contractor of his responsibility and shall not be deemed as permission to carry out deliveries/servicel.

15. PLACE OF JURISDICTION
The place of jurisdiction for any disputes arising in connection with every valid contractual relationship between the Contractor and the Purchaser, which form the basis of these Conditions (including any proceedings relating to the validity of agreement itself), shall be exclusive the Purchaser's place of business. The Contractor may however at his discretion also choose the relevant court of the Contractor's registered office, or the arbitration court of the Federal Chamber of Commerce in Vienna (place of arbitration). The court in Vienna is competent.

16. APPLICABLE LAW
Austrian substantive law shall apply to the agreement to the exclusion of national and international transfer standards and of the UN Commercial Law Agreement of 1950.