

1. Scope:

Our orders are exclusively based on our GTP (published by www.albert.at). Agreements that deviate from these are only valid for Albert GmbH (herein called BUYER) if they have been made in writing and have been accepted by the BUYER in writing. Fulfillment of contracts by the BUYER does not constitute acceptance of contractual conditions that deviate from the BUYERS contractual terms.

In the case of any special agreements or contradictions in individual provisions of the contract, the sequence of priorities is structured as follows:

- a) Product or object-related special contracts.
- b) The buyers GTP
- c) The relevant valid standards and regulations, in particular the Austrian standards with the exception of the specified penalty regulations therein and the right to moderation.

Other general terms of business or conditions of sale from the contractual partner (herein called CP) also do not apply – with the exception of agreements that have been accepted in writing – even if objection has not been made in individual cases, unless they have the same content or more favourable terms for the BUYER.

With the aforementioned exceptions, the GTP that have been handed over or are published on the BUYERS website at www.albert.at applies for all orders until further notice. The CP accepts the BUYERS GTB on acceptance and execution of the BUYERS order.

2. Orders:

Unless otherwise explicitly stated in the order, orders are always made independently of quotations that have been received.

For fax or email transmissions, the time of the order is deemed to be the traceable date of sending of the order. Where orders are sent by mail, the order is deemed to be the order date plus one working day.

The contract is deemed to have been concluded if the BUYER receives a written order confirmation within 10 working days. If an order is not confirmed within this period or if it is delayed, the BUYER shall be entitled to withdraw the order. Call-offs of existing orders become binding no later than if the CP does not object to the conditions of the call-off within 3 working days.

Deviations from the order text in the order confirmation only become valid if these have been accepted by the BUYER and reconfirmed.

The BUYERS order number, the article number, commission number and point of delivery must be stated on all correspondence relating to the BUYERS orders.

The CP is liable in full for the consequences of delivery documents that are received too late or that are incomplete.

3. Delivery, delivery date and withdrawal:

Agreed dates and periods are binding. If no delivery date is stipulated, prompt delivery is deemed to have been agreed. If deliveries are made prior to the agreed date without the BUYERS consent, the BUYER shall be entitled to refuse their

acceptance or to apply to agreed payment terms from the agreed delivery date.

A complete delivery includes all the associated documents, in particular plans, installation instructions, test certificates or operating instructions especially for machines and installation parts as well as for service orders.

If a delivery date has been accepted that subsequently cannot be upheld, the BUYER must be informed of this immediately, together with a new binding delivery date. If the BUYER does not accept the new date, the BUYER is entitled to withdraw from the contract without setting a period of grace. The end of the delivery period is deemed to be the receipt of the goods at the agreed point of delivery. The CP is liable for any damage caused by the delay that results from his negligent behavior.

The CP may only transfer the order or parts of the order to third parties with the BUYERS prior written consent.

4. Shipping, packaging and proof of origin:

If no specific type of shipping has been agreed, the CP must select the cheapest form of shipment. Proper packaging must be undertaken with standard materials.

The CP shall be liable in full for any damage that results from inadequate packaging, including all additional costs associated with the damage.

This also applies if the CP has employed a third party for the transport. Until the transfer of ownership, the CP must insure the goods against damage of all kinds at his own expense.

5. Transfer of ownership and risk and acceptance:

Transfer of ownership is always made on handover of the delivery to the BUYER. This is based on the confirmation of acceptance of the delivery by the BUYERS authorized employees. The obligation for inspection and notification of complaints in compliance with § 377 of the Austrian Commercial Code (UGB) is explicitly waived and therefore does not apply.

For cross-border consignments an invoice, delivery note and copy of the consignment note must be faxed to the BUYER on despatch of the goods, so that these documents are already available when the goods arrive. Additional costs associated with the execution of the order that have not been explicitly agreed are at the expenses of the CP.

6. Invoicing:

The CP invoices must comply with the valid regulations of the VAT Act. [UStG].

The new regulation for invoicing in compliance with § 19, Clause 1a of the VAT Act. [UStG] 1994 – transfer of tax liability – applies for invoicing goods, including any associated building services nationally.

Invoices to which the new regulation applies must be issued without the statutory VAT regardless of whether this was indicated with the order.

The VAT ID number and the following text must be registered on the invoices: "The tax liability for this transaction must be incurred by the recipient of the service."

The commencement of the agreed term of payment is deemed to be the date of receipt of the invoice, insofar as the goods have already been delivered and accepted at this time. Otherwise the date of delivery of the goods applies in lieu of this.

7. Prices and payment:

The prices on which the order is based are fixed prices that will be charged regardless on any interim price increases. If the prices reduce between ordering and delivery, the lower prices must be charged.

Unless otherwise agreed, the prices are understood to be inclusive of packaging and free delivery to the point of delivery without the statutory VAT.

After delivery or provision of the service, payment will be made by the agreed date.

Unless otherwise agreed, the following terms of payment apply: 14 days after receipt of the goods or invoice less 3 % discount or 30 days net.

The date of receipt of the goods or invoice is not included in the calculation of the payment term and neither are the periods of any company holidays that are advised.

Under no circumstances does the payment of advance or final invoices constitute a waiving of any claims to which the BUYER is entitled.

In the case of a faulty delivery, the BUYER shall be entitled to abide by the total purchase price until all the faults have been remedied.

8. Contractual penalty:

In case of delayed deliveries, regardless of whether the CP is at fault, the BUYER is entitled to charge a contractual penalty to the value of 0.5 % of the total value of the order for each day of delay rising to a maximum of 5 %. The BUYER also reserves the right to claims for damages in addition to this, as well as the contractual penalty, if the BUYER accepts a delayed delivery or service.

9. Warranty, guarantee, product liability, compensation and reservation of title:

The CP guarantees and assures that all deliveries are conform to the state-of-the-art, the relevant legal requirements and the relevant regulations and guidelines.

The product that is delivered must have the generally assumed and contractually assured properties and provide the contractually stipulated services.

The BUYER is entitled to demand a replacement, remedy of faults or a reduction of price, even if the faults are insignificant, capable of remedy or only slight, regardless of legal or other rights. If the CP is delayed in his obligation to remedy the faults (maximum period of grace of 8 days) or is not willing or able to carry this out, the BUYER reserves the right to commission third parties to remedy the faults at the expense of the CP.

Unless otherwise agreed, the statutory warranty period applies, with the condition that in the case of resale of the delivered goods or their use for the BUYERS products, the warranty period only commences at the date at which the

warranty period for the product sold by the BUYER applies to the purchaser of this product.

Under no circumstances do payments that have already been made constitute the acceptance of the quality of the goods supplied. The BUYER is entitled to demand full reimbursement from the CP for the costs associated with the fault. This particularly applies to the transport associated with the replacement of the goods, the dismantling and re-assembly costs, as well as all associated additional costs.

If faults are remedied or improvements are carried out by the CP during the warranty period, the warranty period recommences when the fault is remedied. For the entire period of the warranty, the CP must prove that a fault that occurs during the warranty period did not already exist at the time of acceptance.

Exclusions or limitations of liability by the BUYERS contractual partners in any respect, particularly from the title of warranty or compensation will not be accepted, unless this has been explicitly agreed with the BUYER in detail and has been recorded in writing. Reservations of title by the BUYERS contractual partners will also not be accepted.

10. Safety regulations and obligation to inform:

The CP must comply with all applicable technical and safety regulations, especially the Austrian and European standards, as well as the general regulations for the protection of employees and the guidelines for the transport of hazardous substances.

Furthermore, the CP is obliged to provide the BUYER with the maximum care and information possible.

11. Confidentiality agreement/advertising:

The contractual partners commit to treat all technical and commercial details that become known to them through their business relationship and that are not generally known, as business secrets and to keep these confidential. In particular, the protected data includes technical data, purchased quantities, prices and information concerning products and product developments, present and future research and development projects, customer data, as well as all businesses data from the contractual partners.

Furthermore, the CP is obliged to conceal all illustrations, drawings, calculations and other documents, that he has received and only to disclose these to third parties with the BUYERS explicit consent insofar as the information that they contain is not generally known.

If the CP intends to use photos or drawings of objects that have been sent to him in the course of the orders or are contained in the customer's documents for his own reference lists or advertising purposes, explicit written permission must be obtained from the BUYER. Subcontractors and employees must be obliged in the same manner.

12. Place of fulfillment:

The place that the BUYER stipulates in the order is deemed to be the place of fulfillment for delivery and payment, even if the handover of the goods is agreed at a different location.

13. Applicable law and place of jurisdiction:

The application of Austrian national law is deemed to have been agreed for the contractual relationships, their processing, termination or any disputes resulting therefrom to the exclusion of the UN Convention on Contracts and the exclusion of the reference standards of international civil law.

The sole place of jurisdiction is agreed to be the local court of competent jurisdiction responsible for the BUYERS company within the judicial district of Wels Regional Court. Furthermore, the BUYER is entitled to bring actions before any other admissible court.

14. Validity:

If individual provisions of the General Purchasing Terms become ineffective due to changes in the legal basis, this does not prejudice the effect of the remaining provisions. The legally untenable provision is to be replaced by a valid provision that serves the aim and purpose of the valid provision corresponding to the original.

15. Human Rights, environmental protection and waste management – Code of Conduct:

With the acceptance of the order, the CP guarantees to observe human rights and commits to comply with and to submit the current environmental and waste management concepts to the BUYER on request.

Furthermore, the BUYER expects that the CP conducts himself in accordance with the following code that also applies for the BUYER:

Environmental codex:

The BUYER strives to maintain and improve the environment, i.e. for suppliers this means:

- No use of raw materials that originate from any environmentally incompatible production.
- No use of raw materials that result in the destruction of tropical forests or whose exploitation endangers biodiversity
- No use of animal products that do not originate from appropriately maintained animals or that are obtained in a manner that involves cruelty to animals

Social codex:

The BUYER places great value on the fact that the BUYERS bought-in products are manufactured under socially acceptable conditions i.e.:

- Compliance with human rights
- No discrimination
- No child labour
- No forced labour or psychological compulsion
- The right and freedom to set up interest groups
- Compliance with legal regulations
- Compliance with minimum wages and services
- Health and safety
- Environmental awareness

Conduct codex:

According to the values for which the BUYER stands, the BUYER commits to ethically correct conduct and compliance with the principles that the BUYER has stipulated in the BUYERS conduct codex. These primarily include:

- Strict rejection of bribery and corruption
- Avoidance of conflicts of interest
- Rejections of inappropriate gifts or invitations
- Disapproval of insider transactions
- Discretion with confidential information

16. Regulations for the protection of employees and employment of foreign workers:

It is obligatory that all statutory regulations pertaining to the protection of employees and the employment of foreign workers are upheld and that all the necessary official permits are obtained by the CP.

17. Miscellaneous:

All quotations made by CP are free of charge. The documents sent with the enquiries must be returned with the quotation. Copies can only be produced with the BUYERS consent. The CP explicitly acknowledges this right on acceptance of the enquiry documents. The BUYER is entitled to demand the return of the BUYERS documents at any time. In this case, all copies made by the CP must be irrevocably destroyed.

The BUYERS registered office is the place of fulfillment for all legal transactions to which these GTP apply.