

1. Preamble

The following General Terms of Purchasing apply exclusively for business operations with PIA Automation Austria GmbH (Commercial Register FN 426462 a, Regional Court for Civil Matters Graz) or a company affiliated with it in the group (hereinafter Customer or CUS in short). The contracting party of the CUS is called Supplier hereinafter (in short SUPPL). Together, CUS and SUPPL are hereinafter called "Contracting Parties." The legal relationship between CUS and SUPPL is determined by these terms and any additional written agreements. General terms and conditions or delivery specifications of the SUPPL shall not apply even if they are not expressly objected to in individual cases.

2. Offer and conclusion of the Agreement

2.1 The SUPPL's offer shall be binding for at least three months unless specified otherwise by the CUS.

2.2 The CUS's orders are only legally binding if they are made in writing, by fax, or by email and are signed by an authorized signatory. Call orders can also be made by remote data transmission from every location or every work site of the CUS. Offers and/or cost estimates are created free of charge in any case.

2.3 The CUS is authorized within the limits of what is reasonable for the SUPPL to request changes to the delivery item in its scope and design. In doing so, the effects especially regarding higher or lower costs as well as the change to delivery dates shall be communicated to the CUS in writing, and consent to the changed conditions shall be obtained in writing from the CUS.

2.4 The CUS's consent must be obtained to completely or partially transfer the commissioned services to the SUPPL's sub-suppliers.

3. Prices and payment

3.1 Fixed prices excluding value-added tax apply if nothing to the contrary is agreed upon. All services are included in the agreed-upon fixed prices that are necessary for proper performance of the Agreement especially installation and documentation costs, the cost for preliminary instructions, any license fees, and packaging, transportation, insurance, and unloading costs, public fees and taxes, as well as any social security contributions and expenses.

3.2 The prices are effective delivered duty paid (Incoterms 2010 "DDP").

3.3 Payment is made provided that the CUS has invoices that have been properly made out with all of the required proofs of performance of service.

3.4 The CUS's payments are made electronically once per month by bank transfer. Payments are regarded as timely if the transfer order reaches the bank in the week in which the discount or net payment deadline ends.

3.5 The Customer is due a discount deduction of 3% (three percent) if payment is made within 30 (thirty) days after receiving the invoice. In the absence of any explicit agreement to the contrary, the payment deadline shall be 45 (forty-five) days after receiving the invoice or the document that otherwise causes the payment deadline.

3.6 The SUPPL is not authorized to transfer its claims, to pledge them, or have them collected by third persons without the CUS's previous written consent. The CUS may withhold a flat rate of 2% (two percent) of the invoice amount for extra handling expenditures in the case where transfer is justified.

4. Notice of defects/reduction by half

Sections 351, 369 et seq., and section 377 Austrian Commercial Code (UGB) shall not apply.

5. Place of performance and delivery deadlines

5.1 The place of performance for the deliveries and/or services is the place stated by the CUS in the order or the CUS's main office.

5.2 Agreed upon delivery dates and deadlines shall be binding and may be determined by the CUS for a work site or another place of delivery as needed in the absence of an agreement to the contrary. Transfer of the ordered goods by the SUPPL to the place of use is decisive for complying with the delivery deadline. Deliveries shall be handled according to the CUS's instructions.

5.3 Delivery shall be made at the costs and risk of the SUPPL. Risk and coincidence as well as unlimited ownership shall pass to the CUS at the earliest upon the transfer of the delivered goods to the site of use if other services such as assembly etc. were not agreed upon.

5.4 Provided that nothing to the contrary was agreed upon, the goods to be delivered shall be packaged in a customary and appropriate manner at the SUPPL's costs and shall be transferred together with a packing slip. Packaging and packing slip shall indicate the contents of the delivery as well as the project and the name of the CUS's orderer.

5.5 Should the SUPPL default in delivery, it shall immediately inform the CUS thereof. The CUS shall have the opportunity to rescind the entire or unperformed portion of the Agreement after setting a grace period of 14 days from the performance of the Agreement and make a replacement purchase.

5.6 The SUPPL shall be in default in delivery if it does not deliver or perform on the day of delivery that the SUPPL promised.

5.7 The following penalty is agreed upon on the day following the promised day of delivery: A penalty of 5% (five percent) of the value of the part of the delivery that is in default shall be due per calendar day in which the Supplier is in default in delivery. The CUS shall be authorized to deduct this penalty from the order value when paying for the delivery. Penalties that are due are limited to a total of 100% (one hundred percent) of the total value of the part of the delivery that is in default.

6. Quality and documentation

6.1 All goods delivered by the SUPPL shall be in accordance with the acknowledged rules of technology, the applicable safety provisions, standards, and agreed-upon technical specifications.

6.2 Provided that government agencies that are responsible for performance dependability demand insight into the production/assembly process and the SUPPL's test documents to check specific

requirements, the SUPPL agrees to grant the CUS this insight at the CUS's request and produce the required documents if necessary and in every case provide all reasonable support when doing so.

6.3 The SUPPL is obliged to submit to the CUS at the latest together with the 1st partial invoice (or, if no such invoice has been agreed, at the latest with the final invoice) a signed product list showing the products used as well as manufacturer, sources of supply and quantities for each product and additionally either material value in Euros or material portion in % per product.

7. Warranty and damages

7.1 The warranty period shall be two years provided that special warranty periods are not agreed upon for individual delivery items. The warranty period shall begin at the time of transfer.

7.2 If the services performed by the SUPPL are intended to be resold by the CUS with or without processing, the SUPPL shall provide a warranty until the CUS's warranty obligation in the contractual relationship with its customer ends.

7.3 If a defect occurs within the warranty period agreed upon according to 7.1 and 7.2, it shall be assumed that the defect already existed at the time of transfer. This assumption shall apply as long as the SUPPL does not prove anything to the contrary.

7.4 In the case of a defect covered by the warranty, the CUS can at its discretion demand rectification or exchange of the defective goods or of a defective part at the place of performance or a price reduction. All costs incurred by remedying defects shall likewise be borne by the SUPPL. If the warranty and damage obligations from the contractual relationship presented in 7.2 apply to the CUS, and the causes thereof are the SUPPL's services, the SUPPL shall reimburse the CUS therefor to the same extent. Likewise the SUPPL shall be liable without limitation for all consequential damages resulting from the defect.

Furthermore, the SUPPL shall be liable for producers and suppliers of the goods sold by the SUPPL as well as for the SUPPL's vicarious agents.

7.5 The SUPPL obligates itself to stock suitable replacement parts and make repairs for a period of 10 years after transfer.

7.6 Solely at the demand and express wish of the CUS, the SUPPL shall also transfer its damage or warranty claims caused by the contractual services to the CUS that the SUPPL has toward its subsuppliers or producers. In this case, the SUPPL shall be free from its own obligations provided that the CUS receives satisfaction from this transfer. The SUPPL cannot derive a right to this transfer from these terms.

7.7 The SUPPL's exclusions of liability and limitations of liability shall not be accepted especially from the title of the warranty or of the damages.

8. Termination, dissolution of the Agreement, rescission of the Agreement

8.1 For long-term commitments, the CUS can terminate in writing subject to a period of 30 days, and the SUPPL can terminate in writing subject to a

period of 90 days with effect from the end of the month.

8.2 The CUS can dissolve an agreement for cause at any time without notice.

8.3 The CUS shall be especially entitled to rescind the Agreement or an unfulfilled part if the SUPPL is in default or stops its deliveries (see item 5.5), or bankruptcy proceedings are opened on the SUPPL's assets. Moreover, the CUS shall be entitled to rescission if the SUPPL has violated provisions of these Terms of Purchasing or another written agreement within the business relationship.

9. Final provisions

9.1 The SUPPL irrevocably obligates itself to maintain strict confidentiality about all trade and business secrets made accessible, made available, or otherwise made known by the CUS to the SUPPL in relation to or because of this business relationship. This nondisclosure agreement shall remain in effect for three years after termination of the business relationship with the SUPPL.

9.2 Should a provision of these terms and conditions and the other agreements that were made be or become ineffective, the validity of the remaining terms and conditions shall not be affected thereby in other respects. The contracting parties shall be obligated to replace the ineffective provision by a clause that comes as close as possible to its economic intent.

9.3 The law of the Republic of Austria shall apply exclusively excluding conflict of laws rules.

Application of the United Nations Convention dated 04/11/1980 on Contracts for the International Sale of Goods (UN sales law) is excluded.

9.4 Modifications and supplements to this Agreement must always be drawn up in writing. This shall also apply to amending the written form requirement.

9.5 The court in Graz competent for commercial matters is responsible for all disputes arising from the business relationship between CUS and SUPPL including disputes about whether the business relationship exists or does not exist.