

General Terms and Conditions of Delivery of Sprecher Automation GmbH

1. Application

All our transactions, deliveries, other services and offers shall exclusively be governed by the

- **General Terms of Delivery** issued by the Association of the Austrian Electrical and Electronics Industry (FEEL) - edition January 2002
- **Terms and Conditions for Software Transactions** issued by the Association of the Austrian Electrical and Electronics Industry (FEEL) - edition February 1998
- **Terms and Conditions of Installation** issued by the Austrian High Current and Low Current Industry - edition May 2000
- and **including** the following **deviating** and/or **supplementary conditions** contained in **clauses 2 (2.1. to 2.10.), 3. (3.1. to 3.8.) and 4. (4.1. to 4.3.)**.

The Customer expressly acknowledges that already at this point we object to all deviating provisions in orders or other business documents of the Customer. Deviating conditions of the Customer shall not be accepted by us and shall only apply if confirmed by us in writing, even if we do not expressly object to them specifically. These Terms and Conditions shall also apply to all other transactions with the Customer.

Agreements deviating from our Terms and Conditions shall have to be confirmed by us in writing in order to be valid. In case of conflicts in the bases of the contract the following order shall apply:

- special agreements if confirmed by us in writing,
- our Terms and Conditions including the General Terms of Delivery and the Terms and Conditions for Software Transactions issued by the Association of the Austrian Electrical and Electronics Industry (FEEL) and the Terms and Conditions of Installation issued by the Austrian High Current and Low Current Industry,
- non-mandatory provisions of commercial law and civil law.

2. Modifications of and amendments to the General Terms of Delivery issued by the Association of the Austrian Electrical and Electronics Industry (edition January 2002):

2.1. regarding Clause "3. Conclusion of contract"

In addition to Clause "3. Conclusion of contract", the following is agreed:

- 3.4. Our staff shall not be entitled to make legally binding declarations in our name, unless we have granted special authorisations, which have been disclosed to the Customer.
- 3.5. Technical information contained in our documents shall only be approximated values unless they are expressly represented to be binding. Changes due to construction and/or production shall be reserved in any case. Mere typing errors and calculating errors in offers, acknowledgements of orders or invoices may be corrected by us at any time.
- 3.6. All documents made available to the Customer, in particular cost estimates, drafts, models, technical calculations and the like shall remain our property. The Customer shall not be entitled to disclose such documents to third parties. If no order is placed by the Customer, such documents shall be returned immediately upon request.

2.2. regarding Clause "4. Prices"

Clause 4.3. shall be amended as follows:

The Customer shall have no right of rescission nor a right to claim frustration of contract on such grounds.

In addition, the following shall apply:

- 4.6. All prices stated by us shall be subject to changes and shall be in euro (€), unless otherwise expressly stated. Unless otherwise agreed in writing, no warranty for correctness of cost estimates shall be assumed.
- 4.7. The prices of the offer shall only apply if the entire offer is ordered. It is assumed that delivery and/or installation can be carried out in one run. Additional costs incurred due to unforeseeable interruptions of installation that become necessary in connection with construction supervision shall be invoiced separately.
- 4.8. Work ordered but not included in our offer shall be carried out subject to our conditions and cost rates.

2.3. regarding Clause "5. Delivery":

Clause 5.4. shall be amended as follows:

Alternatively, excluding any claims, in particular claims under warranty, avoidance of contract on account of mistake or claims for damages, we shall also be entitled to rescind the contract on the ground of non-fulfilment of part of the contract. This shall also apply if the circumstances occur at a time we are in delay in delivery.

In addition, the following shall apply:

- 5.6. In case of a delay in the agreed payments the delivery period shall be extended accordingly. The delivery period shall be deemed observed if the delivery item leaves our warehouse prior to expiration of the delivery period or if by then we have notified the Customer of our readiness to deliver or, in case installation was agreed, if the system is ready for operation upon expiration of the delivery period. The system shall be considered ready for operation if it can be used according to its permitted use and no material defects impede use of the system. This shall also apply if parts which are not material (as, e.g., painting) are completed at a later point in time or if materials and services to be provided by third parties who are commissioned with production of the system or which are to be provided by the Customer and may be necessary have not been provided, and do not allow trial operation or if the system has not been accepted despite a deadline. If trial operation is not possible immediately upon completion of the system for reasons for which we are not responsible, the additional costs incurred as a result thereof shall be invoiced separately.
- 5.7. We shall use our best efforts to comply with the delivery dates agreed. Delays in delivery shall not entitle the Customer to rescind the contract or to assert claims under warranty, avoidance of the contract on account of mistake or claims for damages. We shall be entitled to make and invoice partial and advance deliveries.
- 5.8. Excluding any liability on our part we reserve the right to choose the type of shipping and the route. We shall, in particular, not be obliged to choose the cheapest mode of transportation.

- 5.9. Packaging, including packaging of partial and advance deliveries, shall be according to commercial standards. Any additional packaging shall be at the expense of the Customer.
- 5.10. Surcharges for express deliveries and air cargo shall be invoiced separately. Transportation insurance shall only be taken out upon the order and for the account of the Customer.
- 5.11. The delivery period shall be extended reasonably if changes of the execution of work which require additional deliveries and/or services are necessary due to construction reasons, requirements by public authorities or Customer requests or if - for reasons for which we are not responsible - a trial operation is not possible or only possible at a later point in time. Additional costs incurred as a result thereof shall be borne by the Customer.

2.4. regarding Clause "6. Passage of risk and Place of performance":

Clause 6.1. shall be amended as follows:

If goods which are ready for shipment cannot be dispatched or an agreed installation cannot be effected due to reasons for which we are not responsible, we shall be entitled to store the goods at our discretion at the Customer's risk and expense, and delivery shall be considered effected thereby. In this respect we shall be entitled, in particular, to store the goods ourselves at market prices or to store the goods that are ready for shipment in the name and on the account of the Customer with third parties. Irrespective of any agreement on the place of delivery and on payment of cost of transportation, if any, the place of performance shall be the registered office of our company.

Clause 6.2. shall be modified as follows:

- 6.2. The place of performance for any and all contractual obligations of the parties to the contract shall be the place of our head office in Linz/Austria, irrespective of any agreement on the place of delivery and payment of cost of transportation or the place of payment.

2.5. regarding Clause "7. Payment":

Clause 7.1. shall be modified as follows:

- 7.1. Our invoices, including partial invoices, shall be due for payment thirty days after the date of issue without deduction of expenses or charges, in particular without deduction of any cash discount. Bills of exchange or cheques shall only be accepted upon a separate agreement. We shall be free, at our discretion, to credit incoming payments against different accounts receivable, if any.

Clause 7.3. shall be deleted.

Clause 7.6. shall be amended as follows:

Alternatively, we shall be released from any and all other performance and delivery obligations and shall be entitled to withhold outstanding deliveries or services or to demand advance payment and/or security. If we demand payment in writing, the Customer shall be obliged to pay €20 per dunning letter.

The following shall apply in addition:

- 7.9. If after conclusion of the contract the financial situation of the Customer deteriorates substantially or if circumstances become known which we consider capable of reducing the creditworthiness of the Customer, any and all accounts receivable shall become payable immediately. In such case, further deliveries shall only be effected against advance payment.
- 7.10. The Customer's right to withhold or offset, based on counter-claims of whatsoever nature, shall be excluded.
- 7.11. With regard to export transactions the Customer shall be solely obliged to obtain and maintain the necessary export and customs licenses as well as other authorisations and the like at his own cost. We shall not assume any warranty or guarantee whatsoever for admissibility of exporting the purchased goods. In addition, the Customer shall return to us all original export

and customs documents and the like; otherwise the Customer shall be obliged to pay value-added tax, if any. In addition, cross-border deliveries shall be subject to an irrevocable documentary letter of credit to be opened with a bank to be determined by us, which may be drawn on against production of the shipping documents or the received-for-shipment bill of lading of the forwarding agent.

- 7.12. In case of interruptions of the installation not provided for in the contract and for which we are not responsible we shall be entitled to submit progress payment invoices.

- 7.13. If the Customer fails to fulfil its obligations or discontinues its payments, the total balance due shall become immediately due for payment, even to the extent that bills of exchange with a later due date exist. In such case we shall be entitled to demand immediate delivery of the object of the purchase by excluding any right of retention. After recovery of the object of purchase we shall be free to decide whether to sell the object of the purchase and credit the proceeds earned against the balance still due from the Customer after deduction of 20% for reselling charges, or to take back the object of the purchase at the invoiced price by deducting depreciation, if any, and to invoice the Customer the usual rent for the period the Customer was in possession of the delivered products.

2.6. regarding Clause "8. Warranty and acceptance of obligation to repair defects":

Clause 8.3. shall be amended as follows:

Alternatively, we shall be entitled to demand cancellation of contract.

Clause 8.8. shall be amended and modified as follows:

Assignment of warranty claims and claims for damages or the like shall be inadmissible. Claims under Section 933 b ABGB [Austrian General Civil Code] shall be statute-barred in any case 18 months after the risk has passed according to Clause 6.

Furthermore, the following shall apply:

- 8.10. Notices of defect shall not entitle the Customer to withhold invoice amounts or parts thereof.
- 8.11. Differences between the goods ordered and goods delivered, as, e.g., wrong dimensions or wrong goods (delivery of goods other than those ordered) shall be claimed within 8 days of delivery and prior to treatment or processing, even if the goods are not delivered directly to the Customer; otherwise the goods shall be considered accepted and cannot be taken back or exchanged by us.
- 8.12. Advice given by us orally or in writing shall be without engagement and shall not release our customers from their own inspection of our products as to suitability for the intended purpose. We shall not warrant that goods delivered subsequently are identical with initially delivered goods.
- 8.13. The warranty period shall neither be extended nor interrupted by attempts for improvements; this shall also apply to partial deliveries.
- 8.14. The Customer shall always prove the existence of defects of the delivered goods at the time of delivery. In case of a complaint the Customer shall at first be obliged to accept, properly unload and properly store the goods, taking into particular account the product specifications enclosed with the goods or to be requested from us.
- 8.15. With respect to those goods which we have purchased from suppliers, we shall only assume warranty to the extent of the warranty claims to which we are entitled vis-à-vis the supplier. With respect to goods delivered by us we shall only warrant the qualities which are usually presupposed in commerce.

2.7. regarding Clause "9. Withdrawal from Contract":

Clause 9.6. shall be deleted.

2.8. regarding Clause "10. Liability":

Clauses 10.1. to 10.3. shall be deleted; the following provisions are agreed:

- 10.1. We shall be liable for damage caused to our Customer in the course of the transaction only up to the amounts covered by our business liability insurance and only up to the net amount of the order value. Currently the following minimum amounts insured apply as to our business liability insurance in general: EURO 3,000,000 per insured event to cover injuries to persons. EURO 3,000,000 per insured event to cover property damage. Currently these minimum amounts insured are limited to three events per year. We reserve the right to modify these insurance terms at any time. We shall only be liable for gross negligence on our part or gross negligence on the part of our agents, except for injuries to persons, for which we shall be liable even in case of slight negligence. Compensation for consequential damage, purely pecuniary losses, lost profit and losses resulting from third-party claims shall be excluded.
- 10.2. Instructions given in brochures, instructions for use or other types of product information shall be strictly observed by the Customer to avoid possible damage. It is hereby expressly warned to use the products beyond the defined areas of application. With respect to materials and data provided by the Customer we shall not be subject to a duty to check the same nor to a duty to warn. In particular, we will not verify accuracy of data contained in data carriers which are provided to us. We shall not assume liability of any kind for direct or indirect damage caused by errors of such data and materials.
- 10.3. In case the Customer himself should be held liable on the basis of the Austrian Product Liability Act or foreign similar provisions, he shall expressly waive any right of recourse vis-à-vis us, in particular the right as defined in Section 12 of the Austrian Product Liability Act or in foreign similar provisions.
- 10.4. If the Customer puts the goods delivered by us into the stream of commerce outside the European Economic Area, he undertakes to exclude the obligation to pay damages pursuant to the Product Liability Act vis-à-vis his customer provided that such exclusion is permitted according to the law agreed or to be applied between him and his customer. In such a case or in case the Customer fails to exclude such liability vis-à-vis his customer he shall be obliged to indemnify and hold us harmless from third-party claims under product liability.

2.9. regarding Clause "13. General":

The first paragraph of Clause 13. shall be numbered as 13.1. and Clause 13. shall be amended as follows:

- 13.2. The Customer agrees that the personal data contained in the contract may - in performance of the contract - also be stored and processed by us electronically.
- 13.3. The Customer shall be obliged to inform us immediately and without request about changes of his home and/or business address and to provide evidence thereof as long as the present transaction has not been fully performed by both parties. In case of a failure to make such notification, declarations made to the Customer shall be deemed received by him also if they were sent to the address most recently notified. The Customer shall be obliged to prove the fact that a notice on changes was received on a case-by-case basis.
- 13.4. The headings of the provisions contained in the Terms and Conditions of Sale shall be for convenience only and shall not be used for interpretation of the same.
- 13.5. No development of business transactions between the contracting party and us and no delay or omission concerning exercise of any right, legal remedy or right of appeal granted to us on the basis of the General Terms and Conditions of Sale shall be deemed a waiver of such rights. Each and every right, legal remedy or right of appeal granted to us in this document shall be accumulative and shall have the same priority as other

statutory rights, legal remedies and rights of appeal and shall exist in addition to the same.

- 13.6. If and insofar written form is provided for in these Terms and Conditions of Sale, such written form cannot be replaced by the electronic form as defined in the Digital Signature Act [Signaturgesetz] (Federal Law Gazette [BGBl.] I 1990/170 as amended).

2.10. The following Clause 15. shall be added:

15. Material and Data Provided

- 15.1. Materials, such as, e.g., hardware, switchboards, electronic devices, data and data carriers of all kinds which are provided by the Customer shall be delivered to our plant free of any charges. Receipt thereof shall be acknowledged without warranty of correctness of the quantity stated in the delivery documents. We will only be able to carry out a proper acceptance and inspection during the production process and shall be liable only for damage caused by our own gross negligence. We shall be entitled to invoice all costs incurred in connection with inspection and storage of the materials provided. Packaging material as well as waste resulting from trimming, punching out, making ready for printing and offprint shall automatically become our property upon processing.
- 15.2. The Customer shall collect his manuscripts, drafts and other documents at our premises within four weeks of completion of the order. After expiration of such period we shall not assume any liability for documents which have not been collected and we shall be entitled to dispose of such materials at the Customer's expense and without any claim of the Customer for compensation, or to store the goods in the name and on the account of the Customer at market terms ourselves or with third parties. In no case shall we be obliged to continue to keep the documents or the objects serving re-use of the same after expiration of the date stated.
- 15.3. With respect to materials and data provided by the Customer we shall have no duty to inspect or warn. In particular, we will not verify correctness of data contained on data carriers which are provided to us. We shall not assume liability of any kind for direct or indirect damage caused by errors of such data and materials.

3. Modifications of and amendments to the General Terms and Conditions for Software Transactions issued by the Association of the Austrian Electrical and Electronics Industry (edition February 1998):

3.1. regarding Clause "1. Subject"

Clause 1.2. shall be amended as follows:

- In addition, the Customer shall not be allowed to
- translate, reverse engineer, decompile or disassemble the software;
 - to produce software or software products derived from the software;
 - to modify programmes, or to include programmes in whole or in part into other programmes,
 - to install in the system programmes other than those delivered and/or specified by us.

3.2. regarding Clause "5. Warranty, Maintenance and Modifications":

Paragraph 5 of Clause 5.1. shall be amended as follows:

- Further prerequisites for warranty shall be
- sufficient description of the error;
 - notification of the error by stating the order number and/or registration number;
 - no improper use of the software.

Warranty shall not apply

- if the Customer fails to notify a defect in writing immediately after it is discovered;
- if the software was not used according to the documentation;
- if the software was manipulated, unless this was done by us;
- if the software is not run on the required hardware configuration or under the defined operating conditions;
- if other software is installed which was not delivered or specified by us.

3.3. regarding Clause "7. Liability":

Paragraph 1 of Clause 7 shall be excluded; Clause **2.8.** above shall apply

3.4. regarding Clause "8. Settlement and Conditions of Payment":

Clause 8.1. shall be modified as follows:

- 8.1. Unless otherwise stipulated on a case-by-case basis the royalty shall be included in the purchase price of the system.

Clause 8.2. shall be excluded.

3.5. regarding Clause "11. Life and Termination of Contract":

Clause 11. shall be modified as follows:

Authority to use shall commence upon delivery to the Customer of the software or of the hardware on which the software is installed and shall be granted for an indefinite period of time. The Customer's right to use shall expire automatically without notice of termination if any of the terms of delivery is not complied with or if the hardware delivered by us definitely exists no longer. Upon termination of the right to use, the original diskettes and backup copies shall be returned to us and the software stored on hard disks shall be deleted in such a way that it cannot be restored any more.

3.6. regarding Clause "12. Other Provisions":

Paragraphs 1, 3 and 4 of Clause 12 shall be excluded.

Paragraph 2 shall apply in conjunction with Clause 13. of the General Terms and Conditions of Delivery of the Association of the Austrian Electrical and Electronics Industry in conjunction with Clause **2.9.** above.

3.7. regarding Clause "13. Jurisdiction":

Clause 13. shall be excluded; Clause 14. of the General Terms and Conditions of Delivery of the Association of the Austrian Electrical and Electronics Industry shall apply.

3.8. regarding Clause "14. General Terms of Delivery":

Clause 14. shall apply subject to the condition that the General Terms and Conditions of Delivery of the Association of the Austrian Electrical and Electronics Industry shall only apply in conjunction with items 2.1. to 2.9. above.

4. Modifications of and amendments to the General Terms and Conditions of Installation issued by the Austrian High Current and Low Current Industry (edition May 2000):

4.1. regarding Clause "1. Starting Installation":

Clause 1. shall be amended as follows:

The preparatory work for installation shall be carried out by the Customer so timely that installation can be started immediately after arrival of the installation staff and can be carried out without delay until acceptance by the Customer; otherwise we shall be entitled to change the date of commencement of installation without consequences of delay and the costs incurred by then shall be invoiced to the Customer. The Customer shall ensure that the delivered parts, scaffolds and systems are protected against becoming wet and against dust, dirt or other adverse impacts and are stored carefully according to the product specifications, which are enclosed with the goods or can be obtained from us. We shall not assume liability for damage caused to the system and/or the delivered material on the construction site, e.g., by fire, explosion, lightning, water, chemical impacts and/or damage to property caused by the Customer or third parties.

4.2. regarding Clause "16. Liability"

Clause 16. paragraph 3 shall be modified as follows:

Total liability for damage caused by installation shall be limited to a maximum amount of three million euros and only up to the amount of the order value of the installation.

4.3. The following Clause 18. shall be added:

18. Miscellaneous:

- 18.1. In case goods are manufactured on the basis of documents provided by the Customer (construction data, drawings, models, etc.) we shall not be liable for correctness of the construction but shall only ensure that the execution will be carried out according to the data provided by the Customer. A duty to warn on our part shall be expressly excluded. We shall not be obliged to check whether the documents we are given infringe proprietary rights of third parties or not. In case of an infringement of such rights of third parties, if any, the Customer shall indemnify and hold us harmless in any way.
- 18.2. All documents (construction data, drawings, models, etc.) which we draw up for the Customer shall be our intellectual property and shall not be used or passed on without our written consent. The Customer shall not acquire any rights of whatsoever kind in such documents.
- 18.3. The Customer agrees that we depict the products we have manufactured for him or the systems or parts of systems delivered by us for advertising purposes together with the entire system of the Customer and otherwise present them, e.g., as samples. We may choose the design of the presentation as well as the selection of the presentation medium at our sole discretion.
- 18.4. Upon delivery and/or installation - even if it is only a partial installation or partial delivery - the Customer shall be obliged to accept the system immediately upon notification of readiness for acceptance and to sign the acceptance record stating in detail his objections, if any; otherwise the delivered (partial) system shall be deemed accepted as free from defects.

Linz, 9 April 2004

Sprecher Automation GmbH
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General Terms of Delivery

issued by the Austrian Electrical and Electronics Industry Association

1 Scope

- 1.1. These General Terms shall govern legal transactions between business enterprises, namely the delivery of commodities and, mutatis mutandis, the rendering of services. Software transactions are with precedence governed by the Software Conditions issued by the Austrian Electrical and Electronics Industry Association, assembly work by the Terms and Conditions for Assembly Work issued by the Austrian Power Current and Light Current Engineering Industry and/or (where applicable) the Terms and Conditions for the Assembly of Electrical Equipment used in Medicine issued by the Austrian Electrical and Electronics Industry.
- 1.2 Any departure from the terms and conditions mentioned in 1.1 above shall be valid only if expressly accepted in writing by Seller.

2 Submission of offers

- 2.1. Seller's offers shall be deemed offers without engagement.
- 2.2 Tender documents and project documentation must not be duplicated nor made available to third parties without the permission of Seller. They may be claimed back at any time and shall be returned to Seller immediately if the order is placed elsewhere

3 Conclusion of contract

- 3.1 The contract shall be deemed concluded upon written confirmation by Seller of an order received or upon dispatch of a delivery.
- 3.2 Particulars appearing in catalog, folders etc. as well as any oral or written statements shall only be binding if Seller makes express reference to them in the confirmation of the order.
- 3.3 Subsequent amendments of or additions to the contract shall be subject to written confirmation

4 Prices

- 4.1. Prices shall be quoted ex works or ex Seller's warehouse excluding packing and packaging, loading and turnover tax. Buyer shall be liable for any and all charges, taxes or other duties levied in respect of delivery. If the terms of delivery include transport to a destination designated by Buyer, transport costs as well as the cost of any transport insurance desired by Buyer shall be borne by the latter. Delivery does not, however, include unloading and subsequent handling. Packaging materials will be taken back only by express agreement
- 4.2. Seller reserves the right to modify prices if the order placed is not in accordance with the offer submitted.
- 4.3 Prices are based on costs obtaining at the time of the first quotation. In the event that the costs have increased by the time of delivery, Seller shall have the right to adjust prices accordingly
- 4.4 In carrying out repair orders, Seller shall provide all services deemed expedient and shall charge Buyer for the same on the basis of the work input and/or expenditures required. The same holds for any services or additional services the expediency of which becomes apparent only as the repair order is executed. In such an event special notification of Buyer shall not be required.
- 4.5. Expenses for estimates of costs of repair and maintenance or for expert valuations shall be invoiced to Buyer.

5 Delivery

- 5.1 The period allowed for delivery shall commence at the latest of the following dates
 - a) the date of order confirmation by Seller;
 - b) the date of fulfillment by Buyer of all the conditions, technical, commercial and other, for which he is responsible;
 - c) the date of receipt by Seller of a deposit or security due before delivery of the goods in question.
- 5.2 Buyer shall obtain whatever licences or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licences or approvals is delayed for

any reason the delivery period shall be extended accordingly.

- 5.3 Seller may carry out, and charge Buyer for, partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed called off at the latest one year after the order was placed.
- 5.4 In case of unforeseeable circumstances or circumstances beyond the parties control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances; these include in particular armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labor disputes, and default on performance by a major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect Seller or his subcontractor(s).
- 5.5 If a contractual penalty for default of delivery was agreed upon by contracting parties when the contract was concluded, it shall be executed as follows, and any deviations concerning individual items shall not affect the remaining provisions:
Where delay in performance can be shown to have occurred solely through the fault of Seller, Buyer may claim for each completed week of delay an indemnity of at most one half of one per cent, a total of no more than 5 %, however, of the value of that part of the goods to be delivered which cannot be used on account of Seller's failure to deliver an essential part thereof, provided the Buyer has suffered a damage to the aforesaid extent.

Assertion of rights of damages exceeding this extent is precluded.

6 Passage of risk and Place of performance

- 6.1 Enjoyment and risk shall pass to Buyer at the time of departure of the goods ex works or ex warehouse regardless of the terms of quotation (such as carriage paid, C.I.F. etc.) agreed upon. This provision also includes the case of shipment being effected, organised and supervised by Seller and the case of delivery being made in connection with assembly work to be undertaken by Seller.
- 6.2 For services the place of performance shall be the place at which the service is rendered; the risk in respect of such services or any part thereof that may have been agreed upon shall pass to Buyer at the time the services have been rendered

7 Payment

- 7.1 Unless otherwise agreed, one third of the purchase price shall fall due at the time of receipt by Buyer of the order confirmation of Seller, one third after half the delivery period has elapsed and the balance at the time of delivery. Irrespective thereof the turnover tax comprised in the amount of the invoice shall be paid within 30 days of the invoice date.
- 7.2 In the case of part settlements the individual part payments shall fall due upon receipt of the respective invoices. The same shall apply to amounts invoiced for additional deliveries or resulting from additional agreements beyond the scope of the original contract, irrespective of the terms of payment agreed upon for the principal delivery. .
- 7.3 Payment shall be made without any discount free Seller's domicile in the agreed currency. Drafts and checks shall be accepted on account of payment only, with all interest, fees and charges in connection therewith (such as collection and discounting charges) to be borne by Buyer.
- 7.4 Buyer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.
- 7.5 Payment shall be deemed to have been effected on the date at which the amount in question is at Seller's disposal.
- 7.6 If Buyer fails to meet the terms of payment or any other obligation arising from this or other transactions, Seller may without prejudice to his other rights
 - a) suspend performance of his own obligations until payments have been made or other obligations fulfilled, and exercise his right to extend the period of delivery to a reasonable extent,

b) call in debts arisen from this or any other transactions and charge default interest amounting to 1.25 % per month plus turnover tax for these amounts beginning with the due dates, unless Seller proves costs exceeding this.

In any case Seller has the right to invoice all expenses arising prior to a lawsuit, especially reminder charges and lawyer's fees.

7.7 Discounts or bonuses are subject to complete payment in due time.

7.8 Seller retains title to all goods delivered by him until receipt of all amounts invoiced including interests and charges.

Buyer herewith assigns his claim out of a resale of conditional commodities, even if they are processed, transformed or combined with other commodities, to Seller to secure the latter's purchase money claim, and he undertakes to make a corresponding entry in his books or on his invoices. Upon request Buyer has to notify the assigned claim and the debtor thereof to Seller, and to make all information and material required for his debt collection available and to notify the assignment to the third-party debtor. If the goods are attached or otherwise levied upon, Buyer shall draw attention to Seller's title and immediately inform Seller of the attachment or levy.

8 Warranty and acceptance of obligation to repair defects

8.1 Once the agreed terms of payment have been complied with, Seller shall, subject to the conditions hereunder, remedy any defect existing at the time of acceptance of the article in question whether due to faulty design, material or manufacture, that impairs the functioning of said article. From particulars appearing in catalogues, folders, promotional literature as well as written or oral statements, which have not been included in the agreement, no warranty obligations may be deduced.

8.2 Unless special warranty periods operate for individual items the warranty period shall be 12 months. These conditions shall also apply to any goods supplied, or services rendered in respect of goods supplied, that are firmly attached to buildings or the ground. The warranty period begins at the point of passage of risk acc. to paragraph 6.

8.3 The foregoing warranty obligations are conditional upon the Buyer giving immediate notice in writing of any defects that have occurred. Buyer shall prove immediately the presence of a defect, in particular he shall make available immediately to Seller all material and data in his possession. Upon receipt of such notice Seller shall, in the case of a defect covered by the warranty under 8.1 above, have the option to replace the defective goods or defective parts thereof or else to repair them on Buyer's premises or have them returned for repair, or to grant a fair and reasonable price reduction.

8.4 Any expenses incurred in connection with rectifying defects (e.g. expenses for assembly and disassembly, transport, waste disposal, travel and site-to-quarters time) shall be borne by Buyer. For warranty work on Buyer's premises Buyer shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of Seller. .

8.5 If an article is manufactured by Seller on the basis of design data, design drawings, models or other specifications supplied by Buyer, Seller's warranty shall be restricted to non-compliance with Buyer's specifications.

8.6 Seller's warranty obligation shall not extend to any defects due to assembly and installation work not undertaken by Seller, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, overloading of parts in excess of the design values stipulated by Seller, negligent or faulty handling or the use of inappropriate materials, nor for defects attributable to material supplied by Buyer. Nor shall Seller be liable for damage due to acts of third parties, atmospheric discharges. Excess voltage and chemical influences. The warranty does not cover the replacement of parts subject to natural wear and tear. Seller accepts no warranty for the sale of used goods.

8.7 The warranty shall lapse immediately if, without written consent of Seller, Buyer himself or a third party not expressly authorised undertakes modifications or repairs on any items delivered.

8.8 Claims acc. to § 933b ABGB are struck by the statute of limitation with lapse of the period mentioned under point 8.2.

8.9 The provisions of sub-paragraphs 8.1 to 8.7 shall apply, mutatis mutandis, to all cases where the obligation to repair defects has to be accepted for other reasons laid down by law.

9 Withdrawal from contract

9.1 Buyer may withdraw from the contract only in the event of delays caused by gross negligence on the part of Seller and only after a reasonable period of grace has elapsed. Withdrawal from contract shall be notified in

writing by registered mail.

9.2 Irrespective of his other rights Seller shall be entitled to withdraw from the contract

a) if the execution of delivery or the inception or continuation of services to be rendered under the contract is made impossible for reasons within the responsibility of Buyer and if the delay is extended beyond a reasonable period of grace allowed;

b) if doubts have arisen as to Buyer's creditworthiness and if same fails, on Seller's request, to make an advance payment or to provide adequate security prior to delivery, or

c) if, for reasons mentioned in 5.4, the period allowed for delivery is extended by more than half of the period originally agreed or by at least 6 months.

9.3 For the reasons given above withdrawal from the contract shall also be possible in respect of any outstanding part of the delivery or service contracted for.

9.4 If bankruptcy proceedings are instituted against any contracting party or an application for bankruptcy proceedings against that party is not granted for insufficiency of assets, the other party may withdraw from the contract without allowing a period of grace.

9.5 Without prejudice to Seller's claim for damages including expenses arising prior to a lawsuit, upon withdrawal from contract any open accounts in respect of deliveries made or services rendered in whole or in part shall be settled according to contract. This provision also covers deliveries or services not yet accepted by Buyer as well as any preparatory acts performed by Seller. Seller shall, however, have the option alternatively to require the restitution of articles already delivered.

9.6 Withdrawal from contract shall have no consequences other than those stipulated above.

10 Liability

10.1 Outside the scope of the Product Liability Act, Seller shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. Seller shall not be liable for damage due to acts of ordinary negligence nor for consequential damages or damages for economic losses, loss of savings or interest or damage resulting from third-party claims against buyer.

10.2 Seller shall not be liable for damages in case of non-compliance with instructions for assembly, commissioning and operation (such as are contained in instructions for use) or non-compliance with licensing requirements.

10.3 Claims that exceed the contractual penalties that were agreed on are excluded from the respective title.

11 Assertion of Claims

All claims to which Buyer is entitled must be asserted in court within three years from passage of risk as specified under paragraph 6, unless shorter limits of time are prescribed by law, otherwise claims shall become forfeited.

12 Industrial property rights and copyrights

12.1 Buyer shall indemnify Seller and hold him harmless against any claims for any infringement of industrial property rights raised against him if Seller manufactures an article pursuant to any design data, design drawings, models or other specifications made available to him by Buyer.

12.2 Design documents such as plans and drawings and other technical specifications as well as samples, catalogues, prospectuses, pictures and the like shall remain the intellectual property of Seller and are subject to the relevant statutory provisions governing reproduction, imitation, competition etc. The provisions of 2.2 above shall also cover design documents.

13 General

Should individual provisions of the contract or of these provisions be invalid the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid one, which comes as close to the target goal as possible.

14 Jurisdiction and applicable law

Any litigations arising under the contract including litigations over the existence or non-existence thereof shall fall within the exclusive jurisdiction of the competent court at Seller's domicile; the competent court of the Bezirksgericht Innere Stadt, Vienna, shall have exclusive jurisdiction if Seller is domiciled in Vienna. The contract is subject to Austrian law excluding the referral rules. Application of the UN Convention on Contracts for the International Sale of Goods is renounced.

Edition Jänner 2002



Terms and Conditions for Software Transactions

issued by the Association of the Austrian Electrical and Electronics Industry

1. SUBJECT

1.1 Software

These Terms and Conditions for Software Transactions shall govern legal transactions between business enterprises, namely the delivery of commodities and, mutatis mutandis, the rendering of services.

For the purpose of these terms and conditions software shall mean standard programmes or programmes which are specifically developed or adapted for the needs of a user according Section 40a of the Copyright Act and for the operation or control of electrical and/or electronic equipment or systems including all relevant documentation furnished thereon (see section 3 below).

1.2 Right to use the software

User shall have the non-transferable and non-exclusive right to use the software at the agreed location in compliance with the contracted specification. If software is delivered together with the hardware, the right of use is restricted to the delivered hardware, if it is delivered without hardware, the right is restricted to the contracted type, number and location of the hardware.

All other rights in respect of the software shall be reserved to Licensor. User shall in particular not be entitled to copy or modify the software or make it available to third parties or to use it on hardware other than the hardware contractually specified. Simultaneous use of software at different locations must expressly be agreed upon.

The use of software on hardware other than the hardware covered by the contract in question shall be permitted only under a separate written agreement obtained against payment.

1.3 Additional supplies and services

Additional supplies and services included but not limited to the supplies listed below shall be covered by separate agreement and invoiced at prevailing prices:

- duplication, translation or generation of software as well as supplies under 4.4 below;
- data carriers supplied by Licensor to the extent they are not part of the hardware supplied by him;
- diagnosis and elimination of malfunctions due to faulty handling, operation or use of the software or any other circumstances not within the liability of Licensor;
- support in introducing and/or implementing the software and the training of operators, unless covered by the contract;
- improvements, i.e. enhancements offered to simplify operations, to reduce seizure of hardware or to widen range of application of the software.

2. OBLIGATION OF USER

User shall be responsible for

- 2.1 selecting the software from Licensor's offer;
- 2.2 furnishing all information for individual-software development, prior to conclusion of contract;
- 2.3 using the software and the results obtained thereby;
- 2.4 safeguarding all rights reserved to Licensor (such as industrial property rights and copyrights including the right to copyright notice) in respect of the software and safeguarding the confidentiality in respect of Licensor's industrial and business secrets also on the part of User's employees or persons employed by him to perform any contractual obligation incumbent upon him, and/or on the part of third parties; this obligation shall also apply in cases where the software has been modified or combined with other programmes. This obligation shall survive the termination or expiry of the contract.

3. SOFTWARE SPECIFICATIONS

Standard software specifications shall be made available by Licensor in writing. Licensor shall have the right to modify the software specifications for new versions. The requirements specification for software ordered by User is to be agreed upon in writing by Licensor and by User.

Software specifications shall comprise, but shall not be limited to, documentation concerning

- performance characteristics
- special functions
- prerequisites for the use of hardware and software
- installation requirements
- operating conditions
- operating instructions (User Manual)

4. DELIVERY, RISK AND ACCEPTANCE

- 4.1 Licensor shall supply User with machine-readable software. Licensor is entitled to supply software version valid at the time of delivery.
- 4.2 Unless a delivery date has been agreed upon, Licensor shall schedule delivery in accordance with the prevailing delivery times and notify User of the delivery date.
- 4.3 User shall bear the cost and risk of shipment of software and data carriers.
- 4.4 If software in the possession of User is damaged or inadvertently erased in whole or in part, Licensor shall replace it to the extent said software is available and Licensor can be reasonably expected to do so, and shall charge User reasonable prices for production and handling as well as shipment and for the data carrier(s) supplied.
- 4.5 If formal acceptance by User has been agreed, the software shall be made available to User free of charge for use during a test period.
Unless otherwise agreed, the test period shall commence at that time the software is announced to be operational and shall last for a week.
- 4.6 Software shall be deemed accepted if
 - 4.6.1 User acknowledges conformity with the contractual specifications, or
 - 4.6.2 User fails to give written notice of major defects within the test period, or
 - 4.6.3 User uses the software after the test period.
- 4.7 Concerning legal consequences in sections 5.1 and 8, time of delivery replaces time of acceptance if no provisions for formal acceptance have been made.

5. WARRANTY, MAINTENANCE AND MODIFICATIONS

- 5.1 For software in respect of which warranty has not been excluded, Licensor warrants conformity with the specifications valid at the time of delivery of the software, provided that the software is used in accordance with the installation requirements and operating conditions applicable.

The warranty shall comprise

- error identification and
- elimination of errors and malfunctions

during the warranty unless otherwise agreed, the warranty period shall be six months from acceptance in accordance with 4.6 and 4.7 above.

Error identification shall be performed upon notification by User or on account of findings by Licensor.

Errors, i.e. departures from valid specifications resulting in malfunctions, shall as a rule be eliminated by supplying new software, unless an error can exceptionally be eliminated by Licensor in situ by modification of the programme.

Elimination of errors shall be conditional upon the error being an error resulting in malfunction, upon the error being reproducible, upon any new versions offered to User free of charge within the warranty period having been installed, upon Licensor receiving from User all documentation and information necessary for eliminating the error and upon Licensor being given access to the hardware and software during normal working hours.

2 The warranty shall not operate for software modified by User or third parties without Licensor's previous written consent even if the error occurs in a part of the software not modified. If it is found during error identification that the case in question is not covered by the warranty or that the error is not due to the software supplied, User shall bear all costs that may have accrued.

3 Licensor does not guarantee that the software functions meet User's requirements, that the programmes selected by User work together, that they work continuously and without errors or that all software errors can be eliminated.

4 If during the warranty period the software fails to conform with specifications in a way giving rise to malfunctions and if Licensor is unable despite sustained efforts to achieve conformity with specifications within a reasonable period so that User cannot use the software, either party may withdraw from the contract immediately against return of all goods and reimbursement of services received.

5 Defects in one or some of the programmes shall not entitle User to withdraw from the contract in respect of the other programmes.

6 Except for claims under 6 below any other warranty claims shall be excluded.

7 If User concludes a software maintenance agreement with Licensor, the latter shall be responsible for the duration of the agreement for

- error identification (see above),
- elimination of errors and malfunctions (see above) and maintenance.

Subject to the stipulation of the maintenance agreement, maintenance shall comprise

- routine adaptation of the software to the state of the art by Licensor without any changes in specifications or functions;
- the adaptation by Licensor of software to modifications made by him to the hardware supplied by him, including modifications of the operating system involved;
- measures to avoid errors.

INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

Licensor shall support User in defending himself against any claims based on the contention that the software used under the contract infringes an industrial property right or copyright under the Austrian law. In case such claims are raised against him, User shall without delay notify Licensor and, in case proceedings are instituted, give him notice of litigation (Streitverkündigung) under Section 21 ZPO (Code of Civil Procedure).

In case of infringement claims against Licensor for which Licensor may be held responsible, the same may, at his own expense, modify or replace the software or obtain the right to use it.

If this cannot be done at reasonable cost, User shall, at Licensor's request, without delay return the originals and all copies of the software in question, including any documentation, made available to him. This shall fully and definitely settle all claims on the part of User with regard to the infringement of industrial property rights or copyrights, and Licensor shall have no further obligation to him.

LIABILITY

Licensor shall within the limits of statutory provisions be liable for damages proved to be due to intentional acts of gross negligence but not to acts of ordinary negligence. Compensation for consequential damages or damages for economic losses, loss of savings, loss of interest as well as damage resulting from third-party claims against User shall be absolutely excluded.

SETTLEMENT AND CONDITIONS OF PAYMENT

1 Unless otherwise agreed, a one-time royalty – which may be agreed upon in lieu of or in addition to recurring royalties – shall be payable as follows:

- 30% of the total at the time of conclusion of contract,
- 70% of the price of each software item separately listed in the offer, after acceptance of said item under 4 above has been effected.

2 Unless otherwise agreed, any recurring royalties agreed upon shall be invoiced and paid once a year in advance. Unless otherwise agreed, the royalty

shall be subject to price adjustments to the extent of the percentage wage increase of a skilled worker of wage category 3 in the collective agreement on account of collective wage adaptation in the Steel and Metal Processing Industry. Key date for such price adjustments shall be the day of the first quotation made by Licensor. Royalties shall be payable from the day of first acceptance under 4 above.

9. TAXES AND FEES

All prices and royalties agreed upon shall be excluding turnover tax, which shall be charged separately. User shall pay any fee, taxes or other imposts levied in connection with the transfer of the subject matter of the contract.

10. RETURN AND DESTRUCTION OF THE SOFTWARE

Upon expiry of the right of use, User shall, at Licensor's option, either return to Licensor the entire software including any documentation made available with it, or destroy it and furnish definite proof of its destruction. This provision shall also apply to software that has been modified or combined with other programmes.

11. LIFE AND TERMINATION OF CONTRACT

The period for which the right of use is granted shall depend on the contract. Any agreement to the contrary notwithstanding, the right of use shall terminate

- upon expiry of the agreed period of use;
- at the time the software in question ceases to be used on the hardware in respect of which the contract has been concluded, it being understood that such termination of the right to use the software in question shall not affect the royalty payable therefor;
- by notice of termination after expiry of any minimum period of use that may have been agreed upon and – unless otherwise agreed – subject to three months notice prior to the end of the applicable invoicing period;
- by premature dissolution of the contract for gross breach of contract unless the conditions on which the contract is based are restored within a reasonable period of time stipulated in writing;
- by premature dissolution of the contract on account of insolvency proceedings being instituted against User or if an application for insolvency proceedings is not granted for insufficiency of assets.

12. OTHER PROVISIONS

If User transgresses his contractual rights or infringes his obligations under 2.4 and 10 above, Licensor shall be entitled to claim liquidated damages which, depending on whether recurring royalties or a one-time royalty have been agreed upon, shall amount to up to ten times the annual recurring royalty and/or five times the one-time royalty, respectively.

Licensor shall not be held liable in respect of any services that he is unable to render due to circumstances for which he is not responsible; should said circumstances result in unreasonable hardship for Licensor, Licensor may claim compensation therefor from User. If any provisions of these Conditions are or become invalid, such invalidity shall not impair the validity of the remaining provision(s) but the invalid provision(s) should be replaced by (a) valid provision(s) reflecting the spirit and serving the economic purposes of these Conditions. Any ancillary agreements or modifications of these Conditions shall be in writing.

13. JURISDICTION

Any litigation arising under the contract including litigations over the existence or non-existence thereof shall fall within the exclusive jurisdiction of the court at Licensor's domicile; the competent court within the area of the Bezirksgericht Innere Stadt, Vienna shall have the exclusive jurisdiction if Licensor is domiciled in Vienna. The contract is subject to Austrian law.

14. GENERAL TERMS OF DELIVERY

Unless otherwise agreed above, the contractual relationship shall be governed by the prevailing General Terms of Delivery of the Austrian Electrical and Electronics Industry.

Edition February 1998

Terms and Conditions of Installation

of the Austrian High and Low Current Industry

valid as of May 1, 2000

I. General conditions

1. Starting installation

At the start of an installation, the constructional progress must be far enough along so that it is possible for an installer's work to proceed unimpeded. For above ground structures, this work also includes doing wall and roof plastering and installing doors and windows; for power plants, foundations being erected are to be handed over to us that are completely dry and hydrated.

With the installation of low voltage facilities, all professional work must be done in the stipulated areas according to proven line installation.

Furthermore, upon the start of installation work, the required spaces and installation facilities must be usable as defined by the Service Contractor Safeguard Ordinance.

2. Provided services

In principle, excluded from our services is all trade work (e.g. excavation work, bricklaying, stone cutting, woodwork, ironwork, stuccoing, wall work, painting, etc.), and the related materials (wedges, underlays, cement, sulfur, lead, plaster, grease, etc.), sewer covers, safety devices and all the operating material required for start-up or testing, as well as cleaning material including the removal of any dirt.

Building huts, scaffolding, ladders, especially mobile lifting devices and other heavy equipment, as well as drive devices (transmissions, belt drives and cables), measurement instruments, high voltage testing devices, etc. are to be provided by the customer at no charge; otherwise we will charge a rental fee of 2% of the cost for providing this equipment for each started week from the day it leaves the warehouse until the day it is returned, including the transportation costs for the same. Any electrical power, water or heat required for operating machinery or tools, or for lighting the construction site or construction huts are also to be provided by the client at no charge.

As defined by the contractor safety regulations, the client shall make the required premises and installation devices corresponding to today's standards available to our employees.

3. Installer living quarters

With remote installations, the client shall provide our installers in all cases – even if a flat rate has been agreed upon for the delivery of installation or if guaranty work is being done – appropriate and reasonable living quarters equipped with cold and hot water, cleaning service, heat and lighting: there should be no charge for this or we should be reimbursed for any costs that arise from the same. For shorter work periods, hotel costs shall be invoiced if they are higher than the overnight stay rates from the collective agreement. Likewise, in all cases, installation personnel shall be entitled to a lockable space to secure their tools and materials on the construction site.

The client is liable for loss of tools and materials due to theft, or break-in on the premises provided by the client.

4. Laborers

The client shall provide us with laborers and other tradesmen at no charge to assist in the work, regardless of whether the installation is paid per person and per working time or if a flat rate is paid.

If desired and if possible, we can take over the provision of laborers and tradesmen – firstly at our applicable installation rates and secondly with a billing of the actual costs including taxes and social security fees plus a 15% administration surcharge. We are not liable for damage of any kind for laborers that the client has provided. The client is responsible for insuring the provided laborers against illness, accident, etc.

5. Work delays and interruptions

If the start of the installation work is delayed through no fault of our own or if the installation work suffers an interruption, the client shall be charged for all additional costs that arise such as travel costs, travel time, room and board costs, maintenance and set-up costs. If our employees are prevented from working the full normal working time (see point 6) through no fault of their own, the client shall still be charged for the entire normal working time. Billing of additional costs for repair work or breakdown periods shall be charged to the client even if our work has been damaged by a representative of the client, by a third party or by an act of God, or if the start-up of the facility we have set up cannot be done immediately after the installation is completed at no fault of our own.

6. Shop rules

Our installation personnel shall adapt the shop rules when working for the client. Our usual operating hours apply as the normal working hours whereby the start and finish of working hours – inasmuch as is possible – shall be adapted to the applicable regulations of the client's operation.

7. Local installation, remote installation

The rates charged for local installation apply to services of our installation personnel for businesses established in the local area. For Vienna, the local installation rates apply within the administrative region of the municipality.

If the daily work-related local installation requires absence from the business premises for more than 11 hours (including travel time and a 30 minute lunch break), installation personnel are entitled to a collective agreement allowance that shall be billed separately.

For remote installations, charges shall be levied for expenses (such as expense allowances, overnight stay costs, etc.) for every Saturday, Sunday or statutory holiday, regardless of whether work is being done or not, according to the collective agreement.

8. Overtime hours, night work hours, Sunday and holiday hours

Overtime hours worked beyond the normal daily working time, on Saturdays or during work-free periods as defined by the Collective Agreement for Iron and Metal Manufacturing Industry shall be billed at overtime rates; night hours (work done between 7 p.m. and 6 a.m.) shall be billed at the night hour rates. However, the provision of services can only be carried out within the respectively applicable legal working hour limitations.

If, according to the contractual agreement, the client desires work to be done in the installation plant during work-free periods and there is a necessity for a rest-from-work period, these extra hours will also be charged in addition to normal hourly rates.

If, after leaving, the employee is called back to the place of business or plant to work overtime, then this employee shall be compensated for in every case with a 100 percent surcharge. If the place of business has more favorable regulations for employees in such cases, then the same shall apply instead of the above sentence.

For work done on Sundays, statutory holidays, or on December 24th until noon, we charge Sunday and holiday rates. Non-statutory holidays are considered business days and shall be invoiced as such even if the workers employed cannot work by order of the client or for another reason not advocated by us. If the client requests overtime work or work on Saturdays, Sundays, statutory holidays or during work-free periods as defined by the Collective Agreement for Iron and Metal Manufacturing Industry when flat rate work is being done, we will separately bill for the difference between the rates for normal working hours and overtime hours, night work hours, Sunday or holiday hours.

According to the regulations of the Rest-from-Work Law, there is an obligation for a rest-from-work period during the week following the time when overtime hours are worked during the prescribed weekly weekend rest period of 36 hours. This rest-from-work period shall be billed according to the billing rates for normal hours.

9. Shift work and nightshift

For regular shift work and nightshifts, we bill a surcharge at normal working hour rates for hours of work falling in the period from 2:00 p.m. to 6:00 a.m. (2nd and 3rd shifts) to the extent of the normal daily working hours determined in the collective agreement.

10. Work done under difficult conditions

For work done in the daytime (tunnels, caves), a shift is considered to be an eight-hour normal working period.

For work done in the daytime (tunnels, caves) or done in hazardous construction sites, (e.g. roofs of buildings, scaffolds, etc.) and for dirty work, welding work, working with chemicals or nightshift work and work done above 1000 meters sea level, or for working in particularly difficult conditions, (e.g. highways where there is traffic), we bill a per difficult situation surcharge of 10% on top of the hourly rates.

For installing and checking lighting protection facilities, antennas and electrical clock systems (towers, chimney stacks), we bill a special hazardous surcharge upon agreement.

11. Out-of-pocket expenses, travel-expense money, travel and waiting time, away time

11.1 Expenses

For out-of-pocket expenses – such as all transportation costs, travel-expense money, accommodation money, etc. – we calculate an administrative surcharge of 15% on the amounts paid out.

For local installations, we charge for the expenses for installation personnel for the trip to and from the place of installation and moreover, for travel and away time for each working day, and when the place of installation is far away from the plant (point to point):

up to 10 km1 normal hour and travel cost

over 10 km.....the actual time taken but with

a minimum of 1 normal working hour and travel cost.

For remote installations, what has been stated applies to the installation site in the same way as if we would maintain a plant or construction office at the installation site. In other cases, we charge per working day, depending on the distance of the installation site from the accommodation (point to point):

up to 2 km.....no away time and no transportation money,

over 2 km up to 10 km 1 normal hour and transportation money,

over 10 km.....the actual time taken but with

a minimum of 1 normal working hour and travel money.

11.2. Transportation and travel costs

We also charge for travel expenditures and travel time even if the installation is paid at a flat rate or in the form of unit pricing. The official kilometer rate is charged for journeys with motor vehicles.

11.3. Driver overtime hours

If a vehicle is driven by a driver during away times that fall outside of normal working hours, charges will be made for the vehicle driver overtime hours instead of normal hours (driver away time overtime).

11.4. Public transportation

If reimbursement is contractually agreed upon for only using public transportation, then there is a charge for the necessary travel or away times using public transportation, in addition to the charge for transportation expenses. This applies to both local and remote installations.

11.5. Non-installation work/additional services

If installation personnel are used to do non-installation work (additional services, e.g. giving instructions, transport work) or if they must wait without working for reasons caused by the client, or if after completing an installation they must temporarily operate the system, then we will separately bill for the time spent in this way including flat rate installations.

The time required for travel preparations (giving instructions, acquiring tools and materials, any kind of procurement of travel authorizations and travel tickets, dispatching goods, etc.), for preparing reports, shipping tools, etc. for both the outgoing and return journeys will be separately billed as normal working hours. The work time required at the installation location for starting and finishing the installation is considered working time.

12. Installation, start-up and service technicians

When utilizing a service technician or an installation and start-up technician at the request of the client or when the same are sent for guaranty test purposes, we charge for the travel costs (including per kilometer money), for transporting persons and luggage, and for overnight stay expenses, as well as the time for the outgoing and return journey and the normal working time of the technician sent according to the expense charge table rates. This billing still applies even if a case of liability is evident based on the guaranty. For services outside the normal working hours and/or otherwise work-free days, we charge the rates according to the charge table.

13. Installations abroad

For work abroad, separate conditions shall be agreed upon.

14. Provided personnel

If third party workers need to be provided and paid to carry out work for the client or if the client orders the same, we have the following per worker charge for costs arising to us and for expenses for local and remote installations

for specialty personnel... 10%

for workers..... 6% of our applicable installation rates.

15. Installation insurance

The client can conclude comprehensive installation insurance himself for orders according to time expenditure or we can look after this for a fee.

If the client does not conclude any installation insurance, this omission cannot be held to our disadvantage.

16. Liability

The client is liable for damages outside the application area of the Product Liability Law only if his intentional or gross negligence can be proven against the background of the legal regulations. With repair contracts, etc. the client is not liable for the successfully diagnosing the cause of hidden or system-wide errors. Reimbursement for consequential losses or financial losses of savings not achieved, lost interest, or damages from claims of a third party against the client are excluded.

Joint liability is limited to the value of the order for the installation work.

Any compensation for damages is excluded when the general conditions for installation, start-up and operation (e.g. as specified in the operating instructions) or official certification requirements are disregarded.

We are not liable for devices handed over to us.

17. Guaranty

We guaranty the sending of suitable personnel. We guaranty the work we have professionally done for a period of 6 months from execution, but not the provided materials.

Note: Value added tax is added to all the amounts invoiced that are based on these installation conditions

II. Special Conditions

for working outside (e.g. local area networks, cable systems, overhead lines and contact lines)

1. Included in our services is the provision of installation tools, however not special equipment or tools such as cement mixers, pumps, especially motor-driven pumps, compressors, aerial platforms, installation platforms, site hoists, cable winches, emergency brakes, cranes, cableways, rope pulleys, block and tackle, ladders, etc. For providing this special equipment, the applicable rental fees at the time of use, which we will advise you of in advance, will be additionally charged. The same applies to camp facilities and their set up and kitchens.
2. We separately charge delivery and freight costs for outgoing and return transportation when shipping all tools and equipment. The one-time shipping of the equipment to the building site falls within the general scope of work.
3. The client is responsible in all cases for negotiations with landholders for receiving authorization for basic utilization. Likewise, the client shall arrange any cutting of forest areas or clearing of roads at his cost.
4. The client shall also bear any costs for unavoidable field and tree damage, as well as costs for removing and replacing fences, railings, etc. if the same is essential.
5. Establishing or improving access roads and their reconditioning, the building or strengthening of bridges and the like to a required extent, shall in each case only be carried out according to material and time expenditure.
6. Our installation personnel are only authorized to do blasting work if the required official approval for this has been obtained.
7. Refinishing work, such as the retightening of clamps on aluminum lines and putting back excavated earth, which are usually required after construction work, are not part of our services and therefore are not a part of our guaranty.
8. The hourly rates for installation work do not contain any surcharges for constant local jobsite supervision or for the required inspection of the construction work. Separately indicated jobsite supervision costs are calculated for the length of the construction period given in the bid. If this period is exceeded due to no fault of our own, the additional costs that arise shall be paid separately.
9. Additional costs due to delay in construction, interruption of construction, moving of the working parties for reasons that we do not advocate, as well as costs for measures taken to speed up the work, which is required to a normal degree with the increased utilization of tools and personnel, shall be separately billed. The same applies to authorized temporary storage by the client.
10. Financial losses due to poor weather when working outside (downtimes and waiting periods) are billed for separately. Flat rates given for services do not apply to seasonally difficult work. There is a surcharge for installation work occurring during the period from November 1, to March 31 that shall be agreed upon in advance.
11. The client shall directly pay the costs for official supervisory bodies or boards.