

## General business terms for purchasing

### 1. General

Contracts, orders and other purchasing transactions of the company technometall EDELSTAHL GmbH & Co KG, 4600 Wels, are exclusively subject to the following terms and conditions of purchase. Any general terms and conditions of business of the supplier or contractor shall not be applicable in whole or in part, even if they have not been expressly contradicted in the individual case.

### 2. Offer, Order

In an offer, the supplier or contractor shall be obliged to comply exactly with our request and shall explicitly point out deviations or uncertainties. Creation of the offer is free of charge. The supplier is bound to his offer for a period of four weeks after receipt.

For us, only written orders are binding and verbal agreements require our written confirmation to be valid. Prior to acceptance of the order, the order details and specifications, together with supplements / drawings, must be checked by the supplier. Any doubts which could adversely affect the deliveries and services to be rendered, as well as any defects and possibly missing information detected in advance must be communicated immediately in writing (warning obligation!).

The supplier must submit a written order confirmation to us immediately upon acceptance of the order. If a contractual partner does not accept the order or the contract within two weeks of receipt, we are no longer bound and entitled to revoke. Deviations, changes or additions to the order or order assignment shall require our written confirmation.

Please always indicate our order number on order confirmations and all following documents (delivery note, invoice, correspondence, ...).

To the extent that our orders are based on drawings, technical delivery conditions, construction and material specifications, deviations are only admissible in whole or in part with our prior written consent.

Any material that has been supplied must be properly inspected by the supplier and may only then be processed. Any deficiencies in the material provided must be communicated immediately in writing.

### 3. Prices

The agreed prices are considered as maximum prices for the entire duration of the order or contract and contain all additional costs, in particular for transports, roll money, postage and the like.

### 4. Delivery conditions, delivery date, goods receipt

The supplier is obligated to deliver the object of the contract to our warehouse in 4600 Wels at his own cost and risk in the absence of any other written agreement. This is expressly agreed as the place of performance and fulfilment. In the absence of any other written agreement, the goods shall be delivered in a standard, functional and transport-safe packaging. The products to be delivered must be equipped in such a way that no damage can occur if they are used properly. Return of packaging is carried out at the risk and expense of the supplier. The supplier is obligated to delivery on the specified dates. If this is not possible, the supplier shall ensure immediate written notice of default, stating the earliest possible date. Agreements regarding this shall be made in writing. We reserve the right, at our discretion, either to demand performance and compensation for delay or to withdraw from the contract without a deadline and to claim compensation for non-performance. In the latter case, we are entitled to claim 20% of the agreed order sum or compensation for the actual damage incurred without proof of damage. In the event of a delay in delivery, we are entitled to claim 1% of the order sum for each starting week, at the most however 5% as a contractual penalty.

If we cannot accept the delivery at the agreed delivery date, we can inform the supplier at the latest 14 days before the delivery date. In this case, the delivery date is extended by the duration of the prevention of our acceptance. Any damage compensation claims of the supplier are excluded. The supplier is obliged to inform us at least 3 days before delivery of the goods. Invoices must be submitted with the order number specified by us. Duplicates of invoices are agreed upon separately, if needed.

**5. Payment terms**

Unless agreed otherwise, we are entitled to a 3% cash discount in the case of payment within 14 days from invoice date. Otherwise the invoices are due within 60 days.

Payments made by us shall not affect possible warranty and claims for damages on our part and shall in particular not apply as confirmation of proper delivery. The supplier or contractor is not permitted to assign a claim against us to third parties in whole or in part. We are allowed to offset our entitlement against the supplier or contractor. The goods become our unrestricted property upon complete payment.

**6. Sales restrictions, industrial property rights**

The supplier or contractor shall ensure that the goods delivered by him do not violate any sales restrictions.

**7. Warranty damage compensation**

The supplier warrants that his delivery and performance shall have the commonly required properties, as well as those specifically stipulated in the contract, and that they comply with the recognized rules of technology. He is liable for the compliance with all relevant legal requirements and those of the applicable standards. The supplier guarantees the faultlessness of the delivery and performance during a warranty period of twelve months after acceptance.

We explicitly state that even stainless steels - especially austenitic chromium nickel steels rust when handled improperly - e.g. by contact with rusting materials (also tools) or inadequate treatment after processing! Complaints about rusty material are only delivered to the supplier and he agrees to free reprocessing or free exchange of the goods. We are entitled to disclose any obvious defects of the delivery or service within four calendar weeks as of delivery or acceptance, concealed defects however also only upon discovery. Defects on deliveries that are usually left in the packaging until usage that only become visible upon removal from the packaging are deemed as concealed defects. Receipt acknowledgements on our part do not constitute a waiver of a complaint and a claim for warranty. Irrespective of all rights which are granted to us by law, we are entitled to demand free replacement delivery, free repair of the defects, a reasonable price reduction or compensation of the reasonable costs for the repair performed by us or by third parties and the consequential costs incurred at our discretion in the event of a justified defect complaint.

The exclusion of any liability for damages of the supplier or the contractor, in particular also according to the provisions of the Product Liability Act, or the limitation to intent or gross negligence are invalid towards us. The approval of drawings and calculations of the supplier through us does not in any way affect the warranty and indemnity obligation of the supplier.

**8. Confidentiality**

The supplier shall consider our order and the related information a business secret and keep it confidential. All specifications, drawings and the like, which are given to the supplier or the contractor for the performance of the delivery and service by us may not be used by the latter for other purposes or made accessible to third parties. He is liable for all damages resulting from the violation of this obligation by himself or his employees and agents.

**9. Place of jurisdiction and place of performance**

Exclusive place of jurisdiction and place of performance for both parties is A-4600 Wels. Austrian law shall be exclusively applicable to the contractual relationship.

Should parts of these terms and conditions be invalid, the validity of the remaining provisions remains unaffected.

Dated: 03/2016