



General Terms and Conditions of Purchase

1. General

Contracts, orders and other purchasing transactions by ELMAG Entwicklungs- und Handels GmbH, Hannesgrub 28, 4910 Ried im Innkreis, Austria, shall take place exclusively in accordance with the following terms and conditions of purchase. No general business conditions or conditions of sale of the supplier or contractor shall apply in full or in part, even if they have not been expressly contradicted on an individual basis.

2. Quote, order

In making a quote, the supplier or contractor must adhere strictly to our request and must expressly point out any discrepancies or ambiguities. Compiling a quote shall be free of charge. The supplier is bound by his quote for a period of three months following receipt by us.

We only consider written orders to be binding and verbal agreements require our written confirmation to be legally valid. The supplier must check order information and specifications together with supplements/drawings before accepting the order. Concerns, which could unfavourably influence the supplies and services to be carried out, as well as any defects known beforehand and information that may be missing must be immediately communicated in writing (duty to warn!).

The supplier must send us a written order confirmation immediately following acceptance of the order. If a contract party does not accept the order or contract within two weeks following receipt, we are no longer bound by it and are entitled to cancel. Variations, changes or supplements to the order or award of contract require our written confirmation.

Our order number must always be stated on order confirmations and all subsequent documentation (delivery notes, invoices, correspondence). Documents which do not state our order number will not be processed.

To the extent that drawings, technical terms and conditions for delivery, and construction and material regulations apply to our orders, any deviation, either in part or in full, is only permitted with our prior written consent.

Any material provided must be examined by the supplier in accordance with regulations before it may be used. Any defects in materials provided must be communicated immediately in writing.

3. Prices

The agreed prices are considered the maximum prices for the whole duration of the order or contract and include all additional costs such as, in particular, transport costs, freight charges, postal charges and the like.

4. Terms and conditions for delivery, delivery date, acceptance of the goods

Terms and conditions for delivery, delivery date, acceptance of the goods

The supplier must deliver the object of the contract at his own expense and risk to our delivery address in the absence of a written agreement to the contrary. This is expressly agreed to be the place of fulfilment and delivery. In the absence of a written agreement to the contrary, goods are to be delivered in standard, appropriate packaging that is safe for transport.

Products to be delivered must be equipped in such a way that no damages can arise when used properly. Packaging shall be returned at the expense and risk of the supplier.

The supplier must deliver on the agreed dates. Should this not be possible, the supplier is obliged to communicate this delay immediately and in writing, stating the earliest possible date. Agreements in this matter must be made in writing.

We reserve the right to either demand fulfilment and compensation due to delay or to withdraw from the contract without notice and seek compensation due to non-fulfilment. In the latter case, we are entitled to either seek 20% of the agreed order total without proof of damage, or compensation for the actual damage. In the event of a delivery delay, we are entitled to claim 1% of the order total for every commenced week from the agreed delivery date, but no more than 5% by way of a contract penalty.

If we are unable to accept the delivery on the arranged delivery date, we may inform the supplier of this at the latest 14 days before the delivery date. In this case, the delivery date shall be extended for as long as we are prevented from accepting the delivery. The supplier is not permitted to claim any damages.

The supplier must inform us of the delivery of the goods no later than 3 days before delivery. Invoices must be submitted stating the order number provided by us. Invoices which do not state our order number shall be considered incomplete and will be returned unprocessed. The period for payment shall begin upon receipt of the new invoice. Duplicate invoices shall be agreed separately if required.



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 DVR 0464902 UID No. ATU 37570703 FN 129761a RAIBA sort code 34450 acct. no. 2.910.669 IBAN AT093445000002910669 BIC RZOOAT2L450
 Commercial court Ried i. I., Place of jurisdiction: Ried i. I. VKB sort code 18600 acct. no. 14.021.786 IBAN AT221860000014021786 BIC VKBLAT2L
 Managing Director: Lorenz Einfinger Raiffeisen Landesbank ZNL Bayern 74020100 acct. no. 0100029000

5. Terms and conditions for payment

Unless otherwise agreed, we are entitled to deduct a 3% discount upon payment within 14 days from the receipt of invoice. Otherwise invoices are payable within 60 days.

Payments made do not affect any warranty claims or claims for damages on our part and are especially not considered to be a confirmation of proper delivery. The supplier and/or contractor is not permitted to transfer a claim against us to third parties in part or in full. We are entitled to offset claims owed to the supplier and/or contractor. The goods shall pass into our unrestricted ownership upon complete payment for the goods.

6. Selling restrictions, trade mark rights

The supplier and/or contractor shall ensure that the goods delivered by him are not subject to any selling restrictions whatsoever and that domestic or foreign trade mark rights of any kind are not infringed by using or reselling the delivered goods.

7. Warranty, compensation

The supplier shall guarantee that his delivery and services have the characteristics usually required and expressly stipulated in the contract and correspond to recognised technology regulations. He shall be liable for observing all relevant legal regulations and related standards. In addition, the supplier states that he will always enclose the necessary declarations of conformity and instructions for use in German. The manufacturers' instructions required on labels must also be guaranteed. The supplier guarantees that the delivery and services are free of defects for a warranty period of two years after acceptance of the delivery.

We are entitled to object to visible defects in the delivery or service within four calendar weeks following delivery or acceptance, however hidden defects are to be reported at the time of discovery. In the case of deliveries usually left packaged until used, those defects that become visible only upon removing the packaging are considered to be hidden defects. Receipts of delivery on our part do not constitute a waiver of a notice of defect and warranty claim. Irrespective of all our legal rights, we are entitled to demand, in the event of a justified notice of defect and at our discretion, replacement delivery or removal of the defect free of charge, a reasonable reduction in price or compensation for the reasonable cost of correction undertaken by ourselves or a third party and resulting costs incurred.

Exclusion from any possible liability for damages on the part of the supplier and/or contractor, especially in accordance with the provisions of the Austrian Product Liability Act, or the restriction to intent or gross negligence shall not apply to us. The supplier's warranties and liability for damages is in no way affected by our approval of the supplier's drawings and calculations.

8. Confidentiality

The supplier must regard our order and all related information as a business secret and treat this confidentially. All information, drawings and the like which we entrust to the supplier or contractor for carrying out the delivery and service must not be used by him for other purposes or made available to third parties. He shall be liable for all damages which arise for us through this obligation being infringed by him or his employees and representatives.

9. Place of jurisdiction and place of fulfilment

The place of jurisdiction and place of fulfilment shall be for both sides exclusively A-4910 Ried im Innkreis, Austria. The contractual relationship shall be exclusively governed by Austrian law.

Should parts of these terms and conditions become invalid, the validity of the remaining provisions shall remain unaffected.

As of: 06-2009

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Date and stamp, supplier's signature