Purchase Terms and Conditions

1. General Terms

1.1. The SKIDATA Purchase Terms and Conditions regulate all agreements between the contracting partners unless other provisions agreed in writing have taken effect. „General Conditions of Sale" of the Vendor shall expressly not be part of the agreement. The Vendor acknowledges SKIDATA's Purchase Terms and Conditions as an integral part of the agreement.

1.2. Orders (and Assignments) placed by SKIDATA shall only be valid if made in writing. The Vendor shall confirm all orders (and assignments) immediately upon receipt. Modified purchase orders are to be seen as a new offer and have to be accepted by SKIDATA in writing. If SKIDATA has not received an order confirmation within 5 (five) workdays upon the Vendor's receipt of the order, SKIDATA is entitled to withdraw from the order.

1.3. The Vendor has to bear all additional costs resulting from non-compliance to regulations set out in the agreement.

1.4. All written orders of SKIDATA placed in the course of a permanent business connection shall be considered on the basis of the latest written Purchase Terms and Conditions of SKIDATA.

2. Delivery and Delivery Period

2.1. Orders shall not be assigned for performance to third parties, neither as a whole or partly, unless approved by SKIDATA in writing. The delivery date stipulated in both, the order and the confirmation, is the day on which the goods shall arrive at the stipulated delivery address. The Vendor is obliged to immediately announce a possible delay of delivery (also partial delay of delivery) upon recognition. In case of a delay (also partial delay) SKIDATA is entitled to withdraw from the contract upon a reasonable grace period or insist on performance of the contract.

2.2. SKIDATA is entitled to deduct from the money order or claim a penalty in the amount of 2% of the contract's net value per system business or components order and a penalty of 20% per delayed repair order for each commenced week of a missed deadline, without prejudice to further claims. In this case it is neither relevant whether the delay is due to a default of the Vendor nor that a damage has actually been caused. If the volume of the repair at a repair order increases in respect to the original contract, the Parties shall mutually agree on a new delivery date in writing, in order to avoid a penalty.

2.3. In case of an early delivery the payment terms shall remain unchanged as originally agreed upon. Orders of custom-made products have to be delivered in their quantitative entirety.

2.4. The Vendor bears all customs duties and customs formalities if they fail to announce the country of origin or conceal a business with a non-EU member state. All required documents for clearance in regards to shipments from non-EU member states have to be submitted to the carrier before shipment or be enclosed to the shipment documents.

3. Shipment

3.1. If not expressly agreed otherwise, all Shipment has to be made franco at the place of delivery arranged by SKIDATA, at Vendors cost and risk. Consignment comprises appropriate packaging as well as appropriation of the goods and documets for shipment. The complete address of the place of delivery has to be quoted on all shipment papers.

3.2. SKIDATA does not accept COD (Cash On Delivery) shipments.

4. Prices

4.1. The Prices agreed upon are in € (EURO) and fixed prices asdescribed and confirmed in the order confirmation order and include the appropriate packaging for transport.

5. Invoices

5.1. Invoices have to be sent in duplicate counterparts, mentioning the order/assignment number(s), to the shipping address quoted in the order.

6. Payment

6.1. The payment of unobjected goods is effected, if not otherwise agreed, within 90 days upon receipt of the invoice net, within 30 days less 2 % cash discount or less 3 % cash discount for payment within 14 days.

6.2. Payment or acknowledgements on the delivery note shall not be treated as acceptance of the correctness of the delivery. SKIDATA is entitled to perform any compensations with other businesses from the entire business relationship with the Vendor. Payment may be retained until settlement of claims which does not affect the entitlement to a cash discount.

6.3. SKIDATA is liable to pay default interest on outstanding payments of 5 % (five per cent) yearly in case of default.

7. Warranty

7.1. The delivered contract goods and raw materials as well as other services have to be in best quality and according to the state of the art. The products must be new, unless repairs are concerned. Contract goods are accepted by SKIDATA subject to their correctness.

7.2. SKIDATA reserves the right to reprehend defect goods in reasonable time in occasion of processing the goods or recognizing a defect, without violation of the obligation to notify about defects. The Vendor fully warrants that there are no defects as to the quality nor a defective title in respect to the proper performance of the deliver order, the compliance

with all legal requirements as well as the expressly requested and usually presupposed properties of the goods for a period of 26 months from date of commissioning. SKIDATA is entitled to require either a free replacement, free repair on site or appropriate price reduction for each reprihanded defect within the warranty period. The warranty period starts with actual acknowledgment of a defect in case of hidden defects. If Vendor does not rectify the defect, SKIDATA may repair the defect itselfs or engage a third party to rectify the defect at Vendor´s costs. If the goods do not correspond to the agreed contract specifications, the contractor has to replace all reasonable costs and damages resulting thereof.

8. Quality Assurance

The Vendor shall make adequate provision for the quality assurance of the particular business case and its specifications. The quality documentation is an essential part of delivery. The Vendor is obliged to precesly conduct the allocation of the ordered goods to the appropriate drawings, documents and specifications during all phases of production, assembly and delivery. If special features of identification are claimed, the Vendor has to submit proposals for approval to SKIDATA. The Vendor informs SKIDATA of considerable changes or rearrangements of the production process concerning SKIDATA manufacturing.

9. Reservation of Proprietary Rights

All deliveries to SKIDATA are not subject to an extended reservation of proprietary rights. SKIDATA does not accept any reservation of extended proprietary rights.

10. Providing of Material

Material provided by SKIDATA remain property of SKIDATA and has to be marked by Vendor appropriately, stored separately and be exclusively used for production of orders placed by SKIDATA. The same applies to tools. Upon processing of SKIDATA materials the adapted and new products have to be assigned to SKIDATA. In case of any misgivings of the Vendor in regards to SKIDATA materials, the Vendor has to inform SKIDATA in writing.

11. Industrial Property Rights and Copyrights

The Vendor has to indemnify and hold SKIDATA harmless in regards to the delivery of goods, regardless of fault, from all possible lawsuits arising from legal protection of industrial property rights and copyrights and remedy all loss resulting from restricted use of the delivered goods.

12. Confidentiality

12.1. SKIDATA is the owner of industrial property rights, copyrights and/or know-how concerning the possible objects of the agreement. All information that the Vendor receives in connection with the agreement or development work shall be treated as confidential and kept secret. Documentation on production, specifications, samples, models, drawings, plates, photographs and other aids remain material and intellectual property of SKIDATA. All confidential information may exclusively be used for execution of SKIDATA's assignments and shall not be made available or assigned to third parties.

12.2. The Vendor may not name SKIDATA as their customer to third parties unless expressly approved by SKIDATA.

13. Liability

The Vendor is liable for damages due to negligence and / or willful conduct caused by breach of contract under the general law. The Vendor is fully liable for damages resulting from defective products under the Product Liability Act.

14. Spare Parts and Corrective Maintenance (After Sales)

14.1. Spare Parts. To ensure sustained, trouble-free operation of Vendor's goods, Vendor guarantees to be able to provide and deliver to SKIDATA, within reasonable time and at reasonable and customary market prices, any and all replacement parts for said goods for a minimum period of 10 (ten) years from acceptance of said goods by SKIDATA. In the event that individual components should be modified as a result of further technical development, Vendor ensures that these modified components can be used in the originally supplied devices in a way that preserves the devices' functionality. The life cycle of wearing parts shall be conform to the current state of the art. Vendor agrees to keep frequently required spare parts in stock to ensure availability of a sufficient supply at short notice, where necessary individually wrapped and marked according to SKIDATA standards.

14.2. Corrective Maintenance. Vendor agrees to submit to SKIDATA a written estimate of costs if and when Vendor is able to determine that the expected cost of corrective maintenance of a device or component may exceed 30% (thirty per cent) of the device's purchase price. Vendor prepares these written estimates of costs free of charge. The estimates of costs have to be broken down by work, material, third-party services, etc. If a corrective maintenance order is based on a written estimate of costs issued by Vendor and accepted by SKIDATA, the quoted price is considered to be fixed.

Should the Vendor, despite an error description submitted by SKIDATA, find the product/device in question to be error-free, SKIDATA shall be obliged to pay the Vendor a maximum of EUR 30 (thirty Euro) for technical inspections where these are required. Products, devices or used parts that are not being repaired for reasons of cost-effectiveness become the property of the Vendor, unless otherwise agreed. If the corrective maintenance takes longer than 14 (fourteen) days, the Vendor is obliged to replace the defective device by an operative device at his own costs.

15. Applicable law and Venue

15.1. Austrian law shall apply, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any and all reference of law provisions. The court at SKIDATA's seat having subject matter jurisdiction shall be exclusively competent for all disputes arising out of or in connection with the agreements made.

15.2. However, SKIDATA shall be entitled at its sole discretion to file an action resulting from the Contract with the court with subject matter and local jurisdiction competent for the Vendor's seat of business or residence or otherwise competent for the Vendor's assets.

16. Severability Clause

Should any provision contained in these Purchase Terms and Conditions or any other conditions of the agreement subject to these conditions be or become ineffective or unlawful, this shall not affect the validity of the remaining provisions. The parties to the agreement must replace any ineffective or unlawful provision by a provision usual in the industry which comes as close as possible to the parties' economic intent.