

# GENERAL CONDITIONS OF SALES AND DELIVERY (AVLB)

## **I. Offers and Orders**

All offers are non-binding and without obligation.

A binding Contract is established only after our confirmation in writing of the Order. Any verbal discussions in person or by telephone are not considered part of the Contract and shall not have any validity.

Purchase or General Business Terms of the Purchaser shall have no validity, even if the Purchaser when ordering or in correspondence makes reference to them. Any such Purchase or General Business Conditions by the Purchaser are herewith rejected by us.

Any Proposals, Price Quotes, Drawings, and other Documents shall remain our property and copyright and may not be given to any Third Party without our expressed permission in writing.

## **II. Prices**

If not otherwise agreed, Prices quoted are "Ex Works" our plant--not including special packaging or any legal taxes. The Price for Molds includes cost of samples.

Costs for test- and finishing installations and/or for changes ordered by the Purchaser are not included.

Tooling costs will be invoiced as they occur during the process. In the event of the cancellation of an order, we retain the right to invoice the total costs incurred by us up to the date of cancellation.

## **III. Terms of Payment**

If not otherwise agreed, all Payments are to be paid in the agreed currency directly to us within Thirty (30) Days from the Date of Invoice. Balances unpaid when due are subject without any further notice to interest at the then current bank rate.

Default of the agreed Terms of Payment and/or receipt of additional information received after entering into the Contract with the Purchaser that would indicate to us that the Purchaser may not fulfill the obligations with regards to payments, will entitle us to demand additional securities for all monies due under the terms of the contract without consideration of due dates, and further permit us to discontinue all work on the contracted product until said additional securities are provided.

## **IV. Molds, Tools, and Installations**

All Tools remain our property. They are for the exclusive use of the orderer as long as the orderer fulfills all Contractual obligations towards us. If not otherwise agreed our obligation to retain the Molds, Tools, and Installations expires Seven (7) Years from the date of the last product shipment to the customer.

## **V. Obligations of Delivery and Acceptance**

Terms of Delivery start from the date of receipt of all items necessary for the execution of the Order including any agreed upon provisions of materials and/or receipt of agreed payments under the terms of the contract.

If an agreed delivery term is not fulfilled or delayed due to our fault, and the Purchaser gives notice in writing including an undertaking not to make any further claims, provided the delivery is not completed within the additional appropriate time, the Purchaser shall be entitled to appropriate compensation or the right to cancel the Contract, provided the undertaking "not to make any further claims" was included in the aforementioned notice. The Contract is only valid when the order has been confirmed by us in writing. The written confirmation by us is also pertinent to the content of the Contract. Any of our computerized/electronic confirmation forms without signature are valid.

With the receipt of our order confirmation and the acceptance of the ordered products, the Purchaser accepts our Sales and Delivery Terms.

We are not obligated by any other Purchase Terms of the Purchaser and our confirmation of the Purchaser's Order will not make any of the Purchaser's Purchase Terms part of the Contract.

Partial deliveries as well as variances of the orders of  $\pm 10\%$  are acceptable.

We agree to accept future Contracts at appropriate terms, as long as our obligation to retain the Purchaser's Molds, Tools, and Installations are valid. This obligation does not include any prices agreed to in earlier contracts. The same applies to existing active contracts where cost factors change in a substantial amount (e.g. Raw materials, exchange rates, etc.)

After commencement of production and/or provision of materials, changes to orders or cancellations cannot be considered.

## **VI. Reserved Ownership**

The purchased article/s remain our property until all present and future obligations are fulfilled by the Purchaser.

If the purchased article/s, through alteration, connection or mixing become a substantial part of another product, then we become co-owners of the thus created product in relation to the value of our article/s to the newly created product.

The Purchaser, in this case, is considered only the caretaker. Any claim for ownership shall not be considered as a cancellation of the Contract.

It is not permitted for the purchased article/s to be pledged for security, nor can title to it be transferred to any other party. In the event of seizure, confiscation, or other measures by a Third Party, we must be notified immediately in writing.

## **VII. Packaging, Shipping, Transfer of Risk**

Shipping is at the expense of the Purchaser from our plant. The purchased article/s become the risk of the Purchaser at the time of shipment from our plant even if freight charges are prepaid.

In the event of delays of shipments caused by the Purchaser, the risk transfers to the Purchaser at the time of notification that the purchased article/s are ready for shipment.

If not otherwise agreed, we will choose Packaging and Shipment according to our best judgment. Upon written request by the Purchaser, we will insure Shipments at the Purchaser's expense against Breakage, Transport, and Fire Damage.

## **VIII. Claims**

The Purchaser alone bears the responsibility for the design and functional ability of the article/s, even if we provided advice in its development.

Claims must be made immediately and within two weeks (14 days) from the date of receipt of the shipment. Claims regarding article/s defects which are not immediately apparent must be made within one week (7 days) after they become first known, but in any event not later than six (6) months of receipt of shipment.

No further demands can be made after three months (90 days) from the date of rejection of any claims by us.

The products are guaranteed to be produced with suitable materials and proper workmanship. Articles that are proven to be of faulty material and/or workmanship which excludes them from their intended use will be, at our option, returned to us with the purchase price refunded by us or be replaced by us with new products made to the original specifications, at no cost to the Purchaser.

Any unauthorized alterations or improper handling shall result in the loss of any rights to make any claims. Only in order to avoid disproportionately larger damages and after first notifying us, the Purchaser is entitled to make alterations and to claim appropriate costs.

## **IX. Patents and Copyrights**

The Purchaser warrants that the ordered article/s and services do not violate any Patents or Copyrights of any Third Party and holds us harmless from all claims and assumes all responsibilities and liabilities for any possible damages. Designs, Models, etc. remain our property and can only be used or passed on to others with our expressed permission in writing.

If through the fault of the Purchaser, a Purchase Contract is not achieved, the Purchaser agrees to pay us the appropriate compensation for any services rendered.

## **X. Place of Fulfillment of Contract and Legal Jurisdiction**

Place for Fulfillment of Deliveries and for Payments is:

Getzersdorf, Austria

The exclusive Legal Jurisdiction for both Parties is:

St. Pölten, Austria