

GENERAL TERMS AND CONDITIONS OF BUSINESS

FETZEL Maschinenbau GmbH

■ Introduction – scope

The following general terms and conditions of business govern all business relationships between FETZEL Maschinenbau GmbH and the contractual partner. These general terms & conditions also apply for all future business relationships, even if they are not again expressly agreed.

Conditions of our contractual partners and agreements departing from our general terms & conditions only apply if accepted in writing.

■ Offers and signing of contracts

All our offers are subject to alteration without notice and are non-binding. Contracts only become legally enforceable on written confirmation of the order. Quotations including all associated annexes, samples, drawings, descriptions and other documents remain our property and may not be reproduced or made available to third parties without our express permission.

The order represents a binding offer. For the contractual content and in particular for the nature and scope of delivery, our written confirmation of order is definitive. Changes to the order by the customer always represent a new order. Previously completed parts must be accepted and paid for by the customer.

■ Delivery

Agreed delivery periods start on the date of receipt of the order, but at the earliest on resolution of all commercial and technical issues. We are entitled to make part deliveries at any time. Claims for damages by the purchaser because of overrunning the delivery date or non-performance are explicitly excluded.

■ Prices and conditions of payment

The agreed prices apply for all countries, ex works, customs unpaid and unpackaged. The quoted prices are net of tax and are payable within four weeks. Value-added tax is to be added to the price at the statutory rate. With consignment sales, the shipping costs are added to the quoted price. The customer is obliged to settle the account on receipt of the goods / performance and of the invoice.

Payments are due without deductions, unless otherwise explicitly stated on the invoice. In the case of arrears in payment, we are entitled to charge interest on arrears.

■ **Reservation of title**

The merchandise remains our property until complete payment. The customer is obliged to treat the merchandise with due care while it is subject to reservation of title. If maintenance or inspection work is required, this shall be performed at the customer's own expense. If goods belonging to the contractual partner or third parties are combined or mixed with the contract goods, then FETZEL Maschinenbau GmbH shall acquire a proportional co-ownership of the new products.

■ **Warranty**

For defects in the goods, we offer our discretion improvement or exchange. The customer is required to inspect delivered goods within a certain period. We are to be notified of defects in writing within a period of 8 days from receipt of the goods, before their processing or combination with other goods. We are not liable for damage due to incorrect storage or improper processing or use. Notices of defects do not release the customer from the duty to observe the conditions of delivery and payment. In the case of force majeure, we are entitled to withdraw from the contract entirely or in part.

■ **Transfer of risk**

We are free to choose the method of shipping of goods and the carrier. The risk is transferred to the purchaser as soon as the shipment is handed over to the first carrier or has left our business premises for the purposes of shipment.

■ **Liability**

For injuries to persons and damage to goods, which are not the object of the contract, we are not liable to pay compensation for damages to our contractual partners. Outside the scope of application of the Product Liability Act (PHG), our liability is limited to criminal intent or gross negligence.

■ **Closing provisions**

The business conditions between us and the purchaser are governed by Austrian law. The provisions of the UN Sales Convention (CISG) do not find application. The place of payment and fulfillment for all performances is 6712 Thüringen/Austria. The responsible court is 6700 Bludenz.