

GENERAL TERMS AND CONDITIONS

1. Scope of application

All the deliveries and services of HIRSCH Maschinenbau GmbH Company, 9555 Glanegg (hereinafter the Company) are provided on the basis of the following general terms and conditions. Any deviating agreements shall apply only if made in writing and confirmed with a signature of a person authorized to represent the Company.

The customer agrees that in case of using its general commercial terms, in the case of any doubts, the Company's terms shall apply, even if no objection to the customer's terms was made or if contract performance have already started.

These general terms and conditions shall also apply to all and any business between the Company and the customer in the future, even if not agreed in individual cases.

These general terms and conditions were made for contracts between businesses. If in exceptional cases they also apply to contracts with consumers within the meaning of KSchG [consumer protection act], they shall apply only if they are not contrary to the mandatory provisions of consumer protection.

2. Offers

All the data on the website and the offers/price lists of the Company are exclusive of VAT, in a non-binding manner and subject to change. Drawings, pictures, technical descriptions, parameters or other data concerning the delivery and service are non-binding, unless agreed otherwise in writing.

Any order from the customer shall become binding only after receipt of a written order confirmation by the Company. If, in the customer's opinion, the order confirmation is nonconforming with the order, the customer has to notify the Company about this fact immediately and in writing. Otherwise, the order confirmation shall be binding for both parties. Any changes to the confirmation shall become binding only upon their written confirmation by the Company.

Declarations submitted by employees shall require a written confirmation of the Company, under pain of nullity.

3. Prices

Unless agreed otherwise in writing, the currency applicable in the contract shall be EURO. In case of other currencies, the price in the given currency shall be calculated based on the price in EURO, converted using the average EURO exchange rate for the given currency as of the offer date. If the average exchange rate on the date of the invoice differs by more than 3% compared to the average rate on the date of the offer, the Company shall be entitled to adjust the price accordingly.

Unless agreed otherwise in writing, all the prices are EXW production facility/warehouse Glanegg without loading but with readiness for pick-up by the customer. The prices shall apply only for the goods ordered and are calculated exclusive VAT. Transport, packaging and other goods-related services, such as loading, unloading, installation, assembly, start-up, planning, inspection and training are not included in the price and their costs shall be borne by the customer additionally.

4. Delivery

INCOTERMS 2010 apply.

Unless agreed otherwise in writing, the delivery date is the day on which the goods are made available to the customer at the production facility/warehouse of the Company (EXW delivery date). The commencement of the delivery period requires the receipt of the agreed advance payment. Therefore, a delivery may be initiated only upon receipt of the agreed-on payment. The place of performance for all the deliveries is the Company's production facility/warehouse located in Austria. This applies also if the transport costs are paid by the Company in advance.

By request of the customer, transport and transport insurance to the benefit of the customer can be provided and paid for in

advance at the latter's expense and risk. The respective costs shall will be charged to the customer separately. Every appropriate shipment method is deemed as permitted by the customer.

The Company is entitled to charge the costs of packaging, shipment, goods and services via COD payment if the customer's financial relations are deteriorated or the customer exceeds the credit limit agreed on with the Company.

Justified and minor changes of the Company's obligations related to the service or delivery, particularly delays in delivery under 4 weeks, shall be deemed permissible. Delivery delays under 4 weeks do not entitle to reduce or deduct part of the purchase price.

If the customer is in default with taking delivery of the goods, the Company shall be entitled to store the goods on its premises, by way of considering the costs in the form of an appropriate storage payment for each calendar day, or to store the same on the premises of an authorized entity at the customer's expense and risk. At the same time, the Company shall be entitled to demand performance of the contract or to withdraw from the same upon expiration of an appropriate, additional period of time and to use the goods otherwise. If the Company withdraws from the contract, a contractual penalty in the amount of the agreed-on advance payment is also applicable. If no advance payment was agreed on, the contractual penalty shall amount to 30% of the gross price of the goods. The right to claim further compensation resulting from failure to fulfil the terms of the contract shall remain unchanged.

5. Terms of payment

Unless agreed otherwise in writing, all the invoices of the Company are payable immediately and without any deduction.

Unless agreed otherwise in writing, the following terms of payment shall apply:

- 30 % of the gross price of the goods in accordance with the offer as an advance payment when the order is placed
- 60 % of the gross price of the goods in accordance with the offer upon notice that the goods are ready for shipment
- 10 % of the gross price of the goods in accordance with the offer upon start-up/use of goods but no later than within 10 weeks from the date of delivery

The payments have to be made only in the specified currency, by bank transfer to the account specified in the invoice. The payments are to be made with no deductions and in accordance with the terms specified in the invoice.

If it is known that the customer's financial situation has deteriorated significantly or if the customer is in arrears with invoice payment, the Company shall also be entitled to demand securities with regard to any outstanding deliveries.

In case of the customer's delay in payment, the Company is entitled to charge statutory interest for delay.

Moreover, subject to a reasonable grace period the Company is entitled to withdraw from the contract and to retain the contractual penalty in the amount of the agreed-on advance payment. This shall also apply if the required securities are not paid. If no advance payment was agreed on, the contractual penalty amounts to 30% of the gross price of the goods. The right to further compensation resulting from failure to fulfil the terms of the contract shall remain unchanged.

The customer undertakes, in the case of a delay, to reimburse the Company for the ensuing costs of collection and reminders, unless these costs are necessary to pursue legal claims and commensurate with the amount due.

The customer is not entitled to withhold payments due to counterclaims or to deduct its receivables from the amounts due to the Company.

GENERAL TERMS AND CONDITIONS

6. Retention of title/Assignment

All goods delivered shall remain the property of the Company until they are paid in full. The customer is obliged to properly store and insure the delivered goods for the duration of the retention of title.

If goods with reserved property are affected by means of an official or court order or action, the customer shall be obliged to notify the Company about this fact, providing details of the creditor, the competent authority and case number within 48 hours by fax or e-mail. In the case of a risk of initiation of a bankruptcy proceedings, the customer is obliged to notify the Company about the same and to support the Company in securing or pursuing return of goods with reserved property. The Company reserves the right to pursue ownership on its own, irrespective of any potential termination of the contract.

As long as any outstanding liabilities remain unpaid, the customer shall not be entitled to resell the goods with reserved property or to handle them in any other manner nonconforming to the Company's property reserve.

The Company shall be at any time entitled to assign its debts towards the customer or to assign its reserved property right to third parties.

In the case of any delay in payment, the Company is entitled to demand return of all the reserved goods. The customer shall not have the right to deduct or retain. All the costs arising in relation to a return collection shall be borne by the customer.

7. Warranty, compensation and product liability

The goods comply with the general rules and standards commonly used within the European Union only. The goods are bearing the CE mark only. The Company is not responsible for the conformity with any other standards. Any dimensions, weight and quality details provided in product sheets, catalogues, brochures are non-binding, only the specifications stated in the offer shall be binding. The customer is exclusively responsible for ascertaining whether the goods are suitable for any particular purpose.

The warranty applies only to defects which already existed at the time of transfer/delivery of the goods, whereas the burden of proof rests with the recipient. The goods are to be inspected at the time of transfer immediately and any revealed defects are to be reported immediately, in writing, no later than within 5 working days from the moment of transfer, specifying the type and scope of the defects.

Any hidden defects are to be reported immediately after being detected and within the warranty period.

If no complaints are made or not in time, the goods shall be deemed accepted. In such cases warranty claims or claims for payment of damages including consequential damage as well as avoidance on the ground of mistake in connection with defects are excluded.

The warranty period is 12 months from the moment of start-up, but 18 months from the transfer/delivery date at the latest.

Except for those cases that are subject to a statutory right to rescission the Company reserves the right to remedy defects by repair or replacement of the goods. Thus, justified complaints shall not entitle to withhold payment of the purchase price or part of the same, but they shall obligate the Company to remedy the defect within an appropriate period of time.

No warranty applies if the terms of the operating or maintenance instructions of the Company are not observed, if any third parties make modifications or changes to the goods, if parts are replaced, if consumables are nonconforming to the original specifications or in case of inadequate storage. With regard to wear parts (e.g. seals), the warranty is excluded.

In the case of ungrounded notices of defect, the customer has to bear all the costs incurred by the Company due to inspection of the alleged defects.

The Company is liable for damages only in accordance with regulations of the statutory Austrian law. The Company is only

liable for damages regarding loss of life, injury or health only if they are based on an intentional or negligent conduct of the Company or its vicarious agents. For any other damage the Company is only liable in case of an intentional or gross negligent conduct. Compensation claims expire within 6 months after acknowledgment of the damage and the respective causing party, and in any case within 3 years from the moment of risk transfer. In no case the Company is liable for any indirect, consequential damage or profit loss, e.g. due to production stoppage or interruption.

Unless the damage was caused intentionally, the total sum of all the compensation claims shall be limited to the net order value.

Any recourse claims by the customer or a third party against the Company due to product liability are excluded, unless the party entitled to this recourse proves that the error was caused by the Company and resulted from at least gross negligence.

8. Force majeure

War, fire, interruption of operation, strike, lockout, raw material shortage, transport disruption and all other cases of force majeure entitle the Company to withdraw from the contract entirely or partially, or to suspend the deliveries for the duration of the disruptions, or within their scope of effect. The Company shall notify the customer about the same as soon as possible. This does not cause any compensation claims.

9. Data protection and confidentiality obligation

The customer agrees for the personal details provided to be automatically stored and processed for the purpose of performance hereunder within its group companies. The customer undertakes to notify the company about any change of address. Should the customer fail to fulfil this obligation, any notice sent by the Company to the last known address shall be deemed delivered.

The parties undertake to maintain confidentiality of any information resulting from the commercial relation towards third parties.

10. Customers' specifications, violation of third parties protective rights

If the goods are manufactured by the Company in accordance with specifications, drawings, models, etc. provided by the customer, the warranty/liability of the Company shall apply only to those matters, related to manufacturing the goods in accordance with the customer's data. The Company is not obliged to carry out inspections or to issue warnings. The customer shall be obliged to indemnify the Company from any claims, fines, costs and expenses of any kind caused by violation of third parties' protective rights.

11. Place of jurisdiction and applicable law

The exclusive place of jurisdiction shall be the competent court of Klagenfurt as a commercial court. The Austrian substantial law shall apply, under exclusion of the law of conflicts and UN Sales Law (United Nations Convention on Contracts for the International Sale of Goods).

12. Severability

Should any individual provisions of these general commercial terms turn out to be partially or entirely invalid, it shall not contravene the effectiveness of the remaining provisions. The contract between the Company and the customer shall remain valid in the case of legal ineffectiveness of individual points in its remaining part. Any ineffective provision shall be replaced with one as close as possible to the original meaning and purpose of the ineffective provision.

As of January 2017 (Austria)