

1) Scope

Conditions of sale are applicable for all (also future) business relations between asma GmbH (us) and natural as well as legal persons (in short: customer) for deliveries and services, even when not explicitly referred to in our terms and conditions. The currently valid version of our terms and conditions is accessible via www.asma.at. With the acceptance of our delivery or service at the latest, our terms and conditions shall be deemed as accepted and agreed upon.

The customer's terms and conditions are not accepted, even when not explicitly objected to. In case of doubt, asma's terms and conditions apply. The acceptance of the customer's terms and conditions require explicit, written consent of asma. Any acts of asma to fulfil contractual obligations should not be deemed as an approval of the conditions deviating from our own.

2) Offers and contract conclusion

Our offers are non-binding. Oral agreements, confirmations, assurances, guarantees of our employees or arrangements deviating from our terms and conditions related to the contract conclusion only become legally binding after the explicit, written order confirmation. All specifications such as measurements, figures, descriptions, assembly sketches, drawings and other printed matter are non-binding for us and apply only approximately. Crucial for the interpretation of commerce clauses and trade usages are the INCO- Terms in the currently valid version as well as the contractual clause of contract for work of ÖNORM A 2060 in case of doubt. Cost estimates are issued based on the best expertise. No guarantee is granted for the correctness. In case of an increase in costs after order of more than 15 %, we will inform the customer immediately. An inevitable cost overrun up to 15% is invoiced without separate notification. For lack of mutual agreement, changes in order or additional orders can be invoiced at appropriate prices.

3) Prices

Prices apply ex works or ex-stock. The minimum invoice value amounts to 50€. If no written, justified objection to the invoice is received by asma within three weeks, it is deemed approved.

4) Ancillary costs

Ancillary costs, in particular costs for packaging, loading, freight, insurance, tariffs, taxes, fees, allowances, certifications, etc. are to be borne by his customer.

5) Payment

The purchase price is due immediately after issuing of the invoice without discount deduction. We must have the whole sum at our demand at the due date. The costs of the payment's transaction shall be borne by the customer.

Payment dates are to be complied with, even if transport, assembly, commissioning or acceptance of the delivery or service are delayed or made impossible for reasons beyond our control.

Due dates are to be complied with, even in case of unintentional delayed payment, we are entitled to charge a default interest rate of 10 percentage points above the base interest rate. Asma reserves the right to assert further damages caused by delay. In case the customer gets into payments arrears relating to other contractual relations, we are entitled to postpone the fulfilment of our obligations until the customer has performed.

In case the customer is in delay of payment of other payment affairs with us, we are entitled to cease the fulfilment of obligations from this contract until the customer fulfils their obligations.

If it becomes evident to us that our claim is jeopardized attributable to a lack in solvency, we can retain all deliveries and services. Moreover, we are entitled to declare due all our claims from running business relations with the customer.

For the issuance of a reminder, the customer commits to a payment of compounded reminder fees of 25€. In case of default of payment, any claims to discounts or other allowances expire. The customer commits to compensate for any costs necessary for collection (collection charges, attorney's fees) in case of default.

6) Credit assessment

The customer declares to be credible and solvent and to agree with a credit assessment by requests at credit protection associations, credit institutions and information material. The customer gives consent to the use of their data which is transmitted to credit protection associations and credit institutions for the sole purpose of creditor protection.

7) Provision of materials and components

If materials are provided by the customer, the costs and risks are to be borne by the customer and have to be delivered including an appropriate surcharge for quantity of at least 15% on time and in faultless condition. Except for cases of force majeure, the customer has to bear all eventual additional costs, including process interruptions.

8) Delivery

The date of delivery is set by asma in the order confirmation. The delivery period starts when all details are completely clear, all customer obligations are fulfilled and with transmission of our order confirmation. The date of delivery changes in case of force majeure, strike, delay caused by our suppliers, failure of the customer to provide us with the required surcharge for quantity or other events beyond asma's sphere of control to an appropriate period of time. With the notification of readiness to dispatch or with the leaving of the factory, the delivery period is deemed to have been complied with.

The customer has the right to withdraw from the contract, after setting an appropriate grace period of at least 4 weeks. Such notice must be

submitted as a registered letter including a simultaneous threat of withdrawal.

Partial deliveries are permitted and can be charged separately. The customer cannot enforce a right of retention against the entitlement to payment of a partial delivery which is reasonably acceptable to the customer because of the part of the delivery not yet delivered.

Prior to serial production, prototypes are provided at the first fabrication. Unless we receive a response within 14 days after the transmission of the sample, we consider the prototype to be approved and the serial production can be launched.

9) Transfer of risks

The risk shall pass over from us to the customer with the notification of readiness for pick-up or with dispatch. We oblige to have the products insured on the costs of the customer upon their request.

10) Default of acceptance

If the customer shall fall in delay of acceptance of more than 2 weeks (refusal of acceptance, delay in advance payments etc.) we are entitled to store the goods, if the customer insists on the performance of the contract, against a storage fee of 1% of the delivery price per started calendar day or to set a grace period of one week to withdraw from the contract. In the latter case, we are entitled to charge the entire purchase price plus liquidated damages of 10% of the contract value including VAT without demanding evidence of the damage actually incurred from our customer. The assertion of a claim of damages which is higher is not excludable.

11) Retention of title

The goods delivered by us remain our property until all our claims against the customer have been fulfilled. Further sale is only allowed if we receive notice of the company's name as well as the precise (business) address of the buyer and if asma consents to the resale. In the case of consent, the claim for the purchase price is considered to have been assigned to us and we are entitled to inform the garnishee of this assignment at any time. It is mutually agreed upon that our reserved goods are still independent components even after assembly.

In case of default of payment, we are, without cancelling the contract before or having to set a grace period, entitled to demand reserved goods. The same applies if prior to complete payment, insolvency proceedings are opened, or if reserved goods are seized. The customer shall give immediate notice about these circumstances.

The assertion of retention of title is only considered to be a withdrawal from contract if explicitly mentioned. Withdrawal costs are to be borne by the customer. Reserved goods taken back can be freely disposed of, at the best possible rate.

12) Tools/Moulds/Other devices (short: Moulds/Devices)

Moulds/Devices, which are produced to fulfil a contract with our customers shall remain our property, even when the production costs are invoiced separately since they only constitute a modest proportion of the total production costs. We hereby obligate ourselves to store the moulds and devices for a period of three years. If we do not receive a reorder within the aforementioned period of three years after the last delivery, we are entitled to utilize the moulds and devices for other purposes, destroy or continue to store them. If our customers wish to further store the moulds and devices at asma, we are authorized to do so for a specific amount of warehouse charges.

Deliveries which require the pre-existing moulds and devices for completion can only be performed at no additional maintenance costs and restoration charges insofar the current condition of the mould allows a proper operation.

Restoration costs which are caused by natural wear of the moulds and devices are to be borne by the customer. The customer is deemed to bear all charges for adjustments of moulds and other devices requested by them. The same applies to moulds and devices which are provided by the customer.

It may be agreed separately that the customer becomes the sole proprietor of the moulds and devices. Ownership is transferred to the buyer subsequently to full payment. The transfer of the moulds and devices to the customer replaces the retention of obligation.

Furthermore, the price for production also comprises the costs for the sampling process.

13) Quality, measurements and weight

Quality and measurements are determined by DIN/EN norms applying at the time of contract conclusion or data sheets. By reference to norms, company standards, data sheets or test certificates as well as specifications of quality, measurements and applicability are no warranties or guarantees, neither is it about declarations of conformity nor manufacturer declaration and according to labels such as CE and GS.

14) Property rights

For delivery items, which are produced according to customer records, it is the customer who should ensure that the manufacture of those delivery items does not violate property rights of third parties. Should any property rights be enforced, nonetheless, we are not deemed obligated to verify the correctness of the claims, but rather we are entitled, under exclusion of any claims for compensation, to cease the production of the according delivery items. Furthermore, we are authorized to demand compensation for expenses incurred. The customer will indemnify us and hold us harmless. We are entitled to charge an advance on cost for any legal costs.

Plans, sketches, moulds, quotations and other documents which were provided by us or created with our contribution shall remain our intellectual property. They can be reclaimed by us at any time, provided that there exists no opposing, upright agreement of use, in any case, immediately and without demand if the contract is not concluded. The use of these documents, especially the transfer, copying, publication and provision, including copying in extracts requires our explicit consent.

The customer commits themselves to secrecy against third parties regarding the acquired knowledge which they received in the course of our business relations.

15) Warranty

In case of deficiencies of the delivery item, immediate written notice needs to be given, five days after delivery at the latest. Possible use or processing of the good has to be ceased immediately. The customer must prove that the defect already existed at the time of handover. The enforcement of warranty claims or claims for damages including consequential harm caused by a defective product as well as the right to appeal against mistake is not valid in this case. The warranty period amounts to one year after delivery. After acceptance of the delivery, any complaints about defects, which were identifiable at the point of acceptance, are excluded. Corrective action is only taken in the form of corrections or replacement of missing parts. Corrective actions do not constitute an acknowledgement of the deficiencies alleged by the customer. We are entitled to be granted by the customer with at least two attempts to correct the defect.

The defective delivery or samples are to be returned to us. Shall the customer prevent the immediate assessment of the defects, they forfeit their rights.

The costs for the retransfer of the defect goods are to be borne by the customer to the full amount. Expenditures which arise because the products were delivered to a different location than the principle office shall remain with the customer.

In case the complaint should turn out to be unjustified, the customer is obliged to compensate for the incurred expenses at asma.

The warranties for damages incurred due to operational wear, excessive use, unsuitable equipment or incorrect handling are excluded.

16) Liability

For damages occurring in the form of contractual or precontractual violations, especially because of impossibility, default etc., we can only be held liable in cases of malice and gross negligence limited to the foreseeable damage at the time of conclusion of contract and typical for the contract. The maximum amount the damage can amount to is the bid sum. For construction and functionality of provided components, alone the customer is responsible, even when he was consulted by asma in the development of the product. For results which are to be associated with materials provided by the customer, liability is not to be borne by us.

Claims of customers which are raised due to consequential damages, financial losses, loss of income, damages which are not on the product, lost profit, other losses, claims for damages of third parties and other indirect consequential damages are excluded in any case, except for malice, gross negligence and severe personal damage. Our exclusion of liability is also valid for our employees, representatives and vicarious agents.

Our liability is excluded in cases of invalid maintenance, unsuitable and inappropriate use, incorrect storage, assembly, start-up or use of our products by the customer or third parties or in case of damages, which arose due to repairs or others works not explicitly approved by asma.

If and insofar the customer can make use of insurance benefits for damages by own indemnity insurance or concluded in their favour (indemnity insurance, own damage, transport, fire, business interruption and others) the customer shall be obligated to utilise the insurance benefit. Thus, our liability is limited to the disadvantages the customer is subject to arising from the use of this insurance (e.g., elevated insurance premium).

Any claims for recourse the customer or third parties raise against asma GmbH under product liability in the sense of the Product Liability Act are excluded if the party entitled to recourse does not prove that the fault was caused within our scope and grossly negligent. We do not bear liability according to the Product Liability Act if the mistake arises from the compliance with a legal regulation, if the property of the product could not be detected as an error according to the state of science and state-of-the-art, if we produced a faultless basic material or component product and errors were caused by the construction of the product or by the instruction of producers different from asma.

17) Severability clause

Should parts of these Terms and Conditions be ineffective, the remaining parts shall not be affected and are still applicable. If the void condition contains a valid part, it should be maintained. The parties oblige themselves to negotiate a substitute provision, which economic result comes closest to the void condition. If the customer fails to give a notice of defect in time, the goods shall be deemed approved.

18) Privacy

Asma is authorized to process our customer's data in accordance with the Data Protection Act. As long as we do not receive any written information from you, we reserve the right to use pictures of your products for our purposes. We also utilize photos of our products for advertising purposes (pamphlets, advertisements, film presentations, homepage). In case you should disagree with the use of your product photos, we kindly ask you to contact us.

19) Consumer Protection Law

For customers who are consumers according to the Consumer Protection Law, all contractual provisions which are mentioned in §6 of the Consumer Protection Law are not binding and standardised regulations, which are contradictory to the Consumer Protection Law, do not apply.

20) Place of fulfilment/Place of jurisdiction

The Austrian Law as well as the Ö-norm 2060 applies. The UN sales law is precluded. Weitra is the Place of fulfilment. Place of jurisdiction for all disputes arising from this contract is Vienna. Nevertheless, we have the right to take legal action in front of our contractual partner's place of general jurisdiction.