

General Terms and Conditions of Purchase

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1. General Provisions

These Purchasing Terms and Conditions shall exclusively apply to all our orders. Confirmation or execution of the order shall be considered as an acceptance of these Purchasing Terms and Conditions. Any contrary or different terms and conditions of the supplier which we have not expressly confirmed in writing shall be non-binding for us, even if we have not expressly objected to them.

2. Offers

No compensation or payment will be made by us for visits or the preparation of offers, projects etc., even if an order is not forthcoming. If an alternative arrangement applies, it must be confirmed in writing.

3. Conclusion of the agreement

The supplier shall confirm orders without delay, at latest within one week of receipt, otherwise we shall be entitled to cancel the order. All contracts, modifications and amendments shall be stipulated in writing. Oral agreements will only be binding if confirmed in writing. A contract concluded with the supplier shall not be transferred to third parties without written consent.

4. Prices

Orders shall be supplied on the basis of previously agreed fixed prices. This also applies to contracts with delivery periods of more than four months. If fixed prices have not been specified in the order, we reserve the right to make this subject to confirmation even if execution of the order has already commenced. The supplier agrees to grant the same price reductions, discounts and other conditions to our associated companies.

5. Delivery

All deliveries shall be made carriage and packing paid to our specified receiving location. Goods shall be packed in a standard, proper and appropriate way. Consignments shall be marked in writing, indicating full details of number of pieces, dimensions and sizes before the goods arrive. This also applies for any special instructions regarding handling of goods, in particular unloading, transport and storage at our premises. Additional deliveries will only be recognized if they have been confirmed by us in writing. The supplier shall also deliver all documentation required for acceptance, operation, service and repair, particularly test protocols, work certificates, drawings, plans, operating instructions and repair manuals; this documentation shall be provided without charge in reproducible form. The supplier is responsible for providing the correct movement certificate required for customs clearance, and is otherwise responsible for all negative consequences.

Our goods reception is open:

Mon – Thur 7.30 am – 12.00 noon and 1.00 pm – 5.00 pm, Fri 7.30 am – 12.00 noon.
Express deliveries outside the goods reception opening times must be notified.

6. Delivery notes

Every delivery shall be accompanied by a delivery note, which contains all the identification data specified in our order, in particular order number, customer, commission etc. Partial and outstanding deliveries must be specially marked. To ensure it is possible to identify the contents of a consignment without opening, the delivery note must be always fixed in a visible position on the outside. The delivery note shall only include items that are actually contained in the consignment. Any items that cannot be delivered and are in arrears must be indicated on a separate document. Ordered goods travel at the supplier's risk. Risks of accidental loss or accidental damage are the supplier's responsibility until the goods are accepted. Any alternative arrangements must be agreed by us in writing.

7. Delivery time

The stipulated delivery deadlines shall be considered agreed if the supplier has not specified alternative times in writing. The agreed delivery deadlines and delivery periods shall then be binding. The customer shall be notified of any delays immediately after they are recognized and before expiry of the delivery period, with details of the reasons for the delay and its probable duration. The supplier shall be liable for compensating for all direct and indirect damage due to delayed performance, insofar as the supplier is answerable for the delay. In the event of the delivery period being exceeded we are authorised to set an appropriate extension and if it expires without result, to withdraw from the contract without prior warning or to demand compensation for damages due to non-fulfilment. In the event of non-compliance with the delivery time, we shall be entitled to deduct from the final amount due on the invoice or final payment due, the sum of 1 % for each started week the delivery is delayed, up to a maximum value of 5 %. These rights do not preclude earlier delayed deliveries from being accepted. Delivery undertaken ahead of schedule without our consent does not affect the payment period based on the agreed delivery dates.

8. Warranty, Guarantee, Claims

The supplier guarantees and assures that all goods delivered or services rendered, meet specified requirements, i.e. they are state of the art, they comply with the applicable statutory provisions, regulations and guidelines laid down by public authorities, professional and trade associations and they meet the agreed requirements. Should deviations from these requirements be necessary in an individual case, the supplier must obtain our written consent. This consent does not affect the supplier's warranty obligations. The supplier is responsible for ensuring that the delivered goods or services rendered do not have any defects adversely affecting their quality or suitability and possess their assured and guaranteed properties.

The warranty is for a duration of twelve months unless otherwise agreed and begins when the delivered goods or services rendered have been accepted by us or by our nominated third parties at our specified receiving location or place of use. The warranty for spare parts is for one year after they are put into service and ends at latest two years after acceptance. We will immediately notify the supplier in writing of any faults in delivery/service as soon as they become apparent in the ordinary course of business, at latest within 3

days after delivery to us or the receiving party. We will notify so-called hidden faults, which only subsequently become apparent, at latest within two weeks of their discovery. The time periods specified above are suspended during our company holidays, provided the supplier was notified of the dates of our company holidays in the order.

In the event of timely claims or faults in guaranteed characteristics, the supplier is obliged on request to immediately carry out necessary remedial work free of charge. If remedial action is not successful, the client is entitled to statutory warranty claims. In urgent cases or if the supplier is delayed in fulfilling warranty obligations, we are also entitled to remedy faults ourselves, have them remedied or procure a replacement at the supplier's cost.

Should we choose this option, we will notify the supplier accordingly. We will determine whether a case is urgent after a due assessment of the circumstances. In the event that claims are brought against us for the violation of official safety regulations or domestic or foreign product liability regulations, due to the defective condition of our product which is attributable to the supplier's goods or services, we are entitled to claim damages from the supplier to the extent that its delivered goods contributed to the damage. The supplier shall implement state-of-the-art quality control which is suitable in kind and extent and prove this to us in the event of product liability damages.

In the event of hidden faults which only become apparent on use, we reserve the right to claim for replacement or all consequential costs. If we are held liable by third parties for hidden faults and the resulting consequences, we shall be fully indemnified and held harmless by the supplier. The supplier is liable for any fault and/or negligence and is responsible for the delivery in accordance with legal provisions. The supplier is obliged to only deliver goods which have undergone a final inspection.

9. Acceptance

A signature on the delivery note is only confirmation of receipt. Acceptance will occur in the ordinary course of business within 3 working days of receiving the delivery or service, provided that it is as specified in the agreement. We carry out our inspection and claims process for mass-produced goods by means of random sampling as part of incoming goods inspection.

10. Payment

Unless otherwise noted in the order, payments shall be made within 14 days less 3 % discount, within 30 days net, or at a later date specified by the client net. The time allowed for payment begins no earlier than the date when a proper invoice is received, but in any case not before receipt and technical acceptance of the ordered goods or the service. The date of the receipt stamp shall determine the date of receipt of invoice. Invoices which do not comply with our order requirements, in particular if the order numbers are missing, will be immediately sent back to the supplier. In this case the cash discount period does not begin before receipt of the amended invoice. All invoices shall be sent in triplicate immediately after the goods are dispatched. We shall not be obliged to pay for deliveries which are not in proper condition or are not as per order.

11. Force Majeure

Cases of force majeure, strikes and lockouts free the contracting parties from their contractual obligations for the duration of the disturbance and to the extent of its effects. The contracting parties are obliged to immediately provide the necessary information that can reasonably be expected and to adjust their contractual obligations to the changed circumstances in good faith.

12. Documentation and Confidentiality

Models, samples, drawings, data sheets as well as equipment that we make available to the supplier remain our property. Their return can be requested at any time. All models, samples and drawings are to be treated as confidential and are only to be used for executing our orders. The supplier expressly undertakes not to reproduce our models, samples and drawings. All parts manufactured according to our information, drawings or models may only be given to us, and under no circumstances may they be given or shown to third parties definitively or for inspection. The supplier shall also treat as confidential, during and after terminating the business relationship, all other information of which the supplier becomes aware in connection with making the offer, placing or executing the order, regarding numbers of pieces, prices, execution etc. and other knowledge acquired about our operational procedures.

13. Set Off

We are entitled to set off accounts receivable by an affiliated company in our group from the supplier.

14. Place of Performance and Place of Jurisdiction

The place of jurisdiction for all disputes shall be Innsbruck. However we reserve the right to take legal action at the place of the supplier's registered office. The contractual relationship is governed by Austrian law.

15. Partial Ineffectiveness

The legal ineffectiveness of part of the above conditions (including this clause) shall have no effect on the validity of the remaining conditions. The statutory regulations shall apply in place of the element of the contract which is no longer valid or is ineffective.

16. Data Protection

Personal data received in connection with the contractual relationship will be stored for the purpose of data processing in accordance with the Austrian *Bundesdatenschutzgesetz* (Data Protection Law) (2000 (DSG 2000), BGBl. I Nr. 165/1999).

Complete or partial transfer of the order to third parties requires our prior consent.