

## General Terms and Conditions

### § 1 Scope

We provide our services and deliveries exclusively on the basis of the following terms and conditions. Their application can be partially excluded by express written agreement for individual business transactions, or their application can be replaced by other terms and conditions. Our order conditions are regarded as accepted at the latest when a delivery and/or service is accepted.

### § 2 Offers

Our offers are normally valid for three months starting at the date of the offer provided that nothing to the contrary has been agreed upon. Illustrations, performance data, and specifications in offers are regarded as approximate values and are non-binding. We reserve the right to make changes as technology advances and models are changed.

Property rights and copyrights of the documents created and handed over for the offer remain with us. Such documents may not be made accessible to third parties unless we issue our express written consent to the purchaser to do so. Such documents are to be returned to us if an order is not issued, or if we do not accept an order.

### § 3 Order acceptance and conclusion of the Agreement

After verification, orders that are based on submitted offers can be accepted within 10 days. Nevertheless, orders are only regarded as accepted when we confirm them in writing. This may also take place by fax, email, or by a computer document without a signature provided that it is clear who the author thereof is. The same applies to contractual amendments or supplements.

Our order confirmation is authoritative for the scope, type, and time of the delivery and/or performance of service.

Normally, a legally-binding contractual relationship only exists with the purchaser if we have confirmed the order in writing.

### § 4 Delivery and default of acceptance

(1) The beginning of the delivery time that we provide requires that the purchaser fulfill its obligations properly and in a timely manner. These obligations include sending back a signed copy of the order confirmation as well as clarifying all open technical details of performance.

(2) The purchaser is obligated to create the necessary structural and technical conditions for installation and assembly at the purchaser's own costs. The purchaser bears the responsibility that electrical supply lines are designed in accordance with safety rules required by law.

(3) Acts of God and other events that are not our fault such as delays from our suppliers, interruptions of operations, labor disputes, and a lack of materials and energy lead to delivery delays and authorize us, if necessary, to withdraw from performing the order.

(4) Partial deliveries are permitted as long as they are reasonable for the purchaser.

(5) If the purchaser is in default of acceptance or culpably violates other duties of cooperation, we are authorized to receive reimbursement for damages that we incur including possible additional expenditures (e.g. warehousing costs). The right to assert further claims remains reserved.

## **§ 5 Shipping and transfer of risk**

(1) We deliver ex-works provided that nothing to the contrary has been agreed upon. Shipping is carried out by a shipping company at the costs and risk of the purchaser. The risk of accidental loss or accidental deterioration of the goods is transferred to the purchaser at dispatch, but no later than when the goods leave the plant or warehouse.

Upon request, we take out a transportation insurance policy. We commission shipping companies at our complete discretion without obligation for the cheapest form of shipment. The purchaser is free to have the goods picked up from us by the purchaser commissioning its own shipper.

(2) If the goods are shipped by an explicit written change of the delivery term, freight paid, the risk is transferred by the provision to the delivery address indicated by the purchaser.

(3) The purchaser is obligated to check the goods for visible damages when they arrive. Transportation damages that are determined are to be documented by photographs, and a complaint is to be made as soon as possible, but no later than 7 days after delivery.

## **§ 6 Remuneration and payment**

(1) Providing that nothing to the contrary is agreed upon, our prices apply ex-works excluding insurance and packaging.

(2) If no fixed price agreement is made, we reserve the right to make appropriate price changes due to changed wage, material, and distribution costs for deliveries that are made 3 months after the conclusion of the Agreement or later.

(3) The purchaser is obligated to pay the agreed-upon remuneration plus statutory value-added tax in a timely manner for the service or work provided.

(4) Provided that nothing to the contrary has been agreed upon, the purchase price is to be paid in full within 30 days of the invoice date. Default interest of 8% above the applicable basis interest rate will be charged. Payments and/or partial payments will normally be credited to the oldest invoice that is due.

(5) If we become aware of a substantial worsening of the purchaser's financial condition, or if the purchaser is in default of payment, we are authorized, even in deviation from our order confirmation, to demand advance payment for all deliveries that are yet outstanding.

(6) Checks will only be accepted with the usual proviso and bills of exchange only after a special agreement.

## **§ 7 Setoff and rights of retention**

(1) The purchaser is only due a right of setoff when its counterclaims are recognized by us, have become legally established as final and absolute, or are uncontested.

(2) The purchaser is only entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

## **§ 8 Retention of title**

(1) Delivered movable goods remain our property (goods subject to reservation of title) until the satisfaction of all claims, in particular also the balance claims against the purchaser, to which we are entitled from the business relationship. This even applies if payments are made for specifically designated claims.

(2) If the goods subject to reservation of title are combined, processed, or mixed with other goods on the part of the purchaser, we are due proportional co-ownership to the new items. If our ownership ceases because of this, the purchaser hereby assigns to us the property rights to the new items that are due the purchaser to the extent of the invoice value of the goods subject to reservation of title and preserves them for us free of charge. We accept the assignment. The rights of co-ownership that arise therefrom are regarded as goods subject to reservation of title as defined by § 8 Par. (1).

(3) The purchaser may only sell goods subject to reservation of title in normal business operations. In this case, our retention of title extends to the revenue that was attained.

## **§ 9 Guarantee, warranty, notification of defects**

(1) The purchaser's rights of guarantee and warranty require that the purchaser properly complied with its obligations to inspect and notify.

(2) Our guarantee if our work or service fails after proper utilization and use is 12 months after delivery. The purchaser sends the defective components or complete work performance at the purchaser's cost to our plant in Vienna (bring-in guarantee). We are entitled to repair work or replacement delivery according to our discretion. The installed parts are free under the guarantee. The purchaser shall pay for the return delivery.

(3) For defects of the service or work that existed at the time of the transfer of risk, the guarantee period is 24 months and begins at the transfer of risk.

In the event that there is a warranty claim, we are entitled to rectify the defects or to make a replacement delivery at our discretion. The purchaser is obligated to immediately notify us in writing about the defects and to document them in such a way that we can determine them. This shall not apply provided that longer time periods are mandatory by law, especially for defects of a structure and of service or work that was used for a structure according to its normal manner of use and caused its defectiveness.

(4) Our duty of warranty does not encompass flaws that can be traced back to maintenance or changes to the service or work that were made by the purchaser or a third party without our consent.

(5) If the subsequent improvement or the replacement delivery fails for a warranty claim, if we let a grace period elapse without removing the defect or performing a new service, or if the subsequent improvement or new service is impossible, or if we refuse to do so, the purchaser has the right of rescission or to reduction and likewise in the case where we are unable to make a subsequent improvement or replacement delivery.

## **§ 10 Liability for damages**

Further claims on the part of the purchaser against us are excluded regardless of the legal basis, especially a claim for reimbursement for damages that did not arise from and/or exist in the service or work itself (e.g. lost profits, consequential damages, other property damages). This exemption from liability does not apply if we have mandatory liability due to intent, gross negligence, or in cases of the lack of assured characteristics.

#### **§ 11 Intellectual property rights**

The purchaser guarantees that products customized for the customer do not violate any third-party intellectual property rights. In such cases, the purchaser indemnifies us from any claims made by the owner of the rights as well as from costs of possible legal disputes.

#### **§ 12 Special provisions for software**

The turnstiles, vertical turnstiles, motorized gates, and anti-tailgating personnel locks that we manufacture are operated by software that we developed. The purchaser acquires an authorization to use the software under this contract for work and services exclusively to operate the products that we produced. All copyrights remain with us.

#### **§ 13 Repossession and disposal of old equipment**

The customer assumes the duty to properly dispose of the delivered goods at the customer's costs and according to statutory provisions when the delivered goods are no longer used. The customer indemnifies us from the obligations in accordance with the Electrical Device Regulation (manufacturer's duty to repossess) and thus also indemnifies us from related third-party claims.

#### **§ 14 Place of performance, jurisdiction, and applicable law**

The place of performance and jurisdiction is Vienna. We are also entitled to bring action in any other jurisdiction. The applicable law is exclusively Austrian law excluding the United Nations Convention on Contracts for the International Sale of Goods.

#### **15 Severability clause**

Should individual provisions of this Agreement be or become ineffective or contain a loophole, the remaining provisions remain unaffected thereby. The parties obligate themselves to replace the ineffective provision with a legally permissible provision that comes as close as possible to the economic purpose and the content of the ineffective provision and/or fills the loophole.