
STANDARD TERMS OF BUSINESS OF IGMS SINZINGER GMBH

1. APPLICATION

The Standard Terms of Business (hereinafter STB) shall apply to all supplies and services provided by IGMS Sinzinger GmbH (hereinafter the contractor) to the contracting partner (hereinafter the client or the purchaser). They shall also apply to future transactions, even if no express reference is made thereto, particularly for telephone support as well.

2. ESTIMATE OF COSTS

Since a precise analysis is necessary for the preparation of an estimate of costs, the costs incurred shall be charged. A payment made for an estimate of costs shall be credited to the client if this estimate of costs leads to the award of the contract.

The estimate of costs is prepared according to our best specialist knowledge, but no guarantee can be assumed for its accuracy.

3. PRICE

3.1. Basis of price

As basis the price list of IGMS Sinzinger GmbH applies to the invoice.

3.2. Transport insurance

The buyer obliges himself to take on the costs of the transport insurance for the products ordered.

3.3. Overnight stay

3.3.1. In the event of the arrival of the IGMS Sinzinger GmbH service engineer at the business premises of the client before 16.00 and if work is immediately started, the entire overnight-stay all-in rate shall be charged for this day, provided that the works cannot be concluded on the same day and must therefore be continued on the following day. Otherwise, the provisions of Sec. 3.3.2 shall apply.

3.3.2. In the event of hours worked, including travel time and any waiting time, of less than 3 hours, no overnight-stay all-in charge shall be charged to the client. From the 4th hour up to and including the 6th hour, the client shall be charged one third of the overnight-stay all-in charge, from the 7th up to and including the 9th hour two thirds, and for a working time including travel time of over 9 hours, the entire overnight-stay all-in charge.

3.4. Per diem allowances

In the event of hours worked, including travel time, of less than 3 hours, the client shall not be charged any per-diem allowances. From the 4th hour up to and including the 6th hour, the client shall be charged one third of the allowances, from the 7th up to and including the 9th hour two thirds, and from the 10th hour on the full per-diem allowance rate.

3.5. Travel

The costs of travel shall be borne in full by the client, and shall be charged according to actual expenditure. The travel shall in particular include the travel time required by the service engineer, mileage charge for travel by car and travel expenses for public means of transport.

3.6. Telephone charges

The client undertakes to bear the costs for telephone calls by the service engineer of an exclusively business nature incurred within the framework of the performance to be provided by the contractor.

4. PAYMENT

4.1. Period for payment

Invoices shall be paid by the debtor within 15 days from date of invoice by bank transfer. Delivery to new customers against pre-payment possible only.

4.2. Discount

A deduction of a discount shall only be recognised on the basis of a written agreement between client and contractor.

4.3. Payment default

In the event of payment default by the client, we shall be entitled to charge default interest to the amount of 7.5% per annum plus the refund of any collection and/or attorney fees incurred, plus reminder charges of EUR 8.- per reminder to the defaulting party.

4.4. Set-off

The client is expressly forbidden from setting off counterclaims that are neither in connection with its liabilities nor have been determined by court nor have been acknowledged by ourselves.

4.5. Allocation

Irrespective of their allocation, payments received may be applied to the oldest outstanding liability by IGMS.

5. IGMS TELEPHONE SUPPORT

Our IGMS Hotline is available to provide technical support from Monday to Sunday as well as bank holidays from 6.00 to 22.00 continuously. Outside these times, the caller will be able to leave a recorded message. Every telephone support will be charged with EUR 18,-/ 15 minutes.

6. RESERVATION OF TITLE

Until the purchase price including all secondary charges has been paid in full by the client, the goods supplied shall remain our sole and unrestricted property.

7. COMPLAINTS CONCERNING DELIVERIES OF GOODS

7.1. Complaints concerning quantity and quality

Complaints concerning quantity and complaints for faulty quality shall be lodged within 8 days from the date of the receipt of the goods at the purchaser's warehouse.

7.2. Transport damage

The purchaser undertakes to assume the costs of transport insurance for the goods ordered by it and to check these goods for transport damage immediately after receipt of the shipment. Any fault found shall be notified to the purchaser within 4 days after delivery, specifying the manner and scope of the damage, and recorded photographically. Complaints concerning concealed defects shall be lodged immediately upon discovery.

8. WARRANTY

The finding of a fault shall not entitle the client to remedy the fault itself or to have such remedied by third parties. In such an event, the client undertakes to allow the contractor a reasonable deadline to remedy the defects found.

For defects or damage due to our fault, the purchaser shall be indemnified at our discretion by replacement delivery, repair or credit note up to the maximum amount of the price charged.

8.1. Services

The client undertakes to check all work carried out by our service engineer for perfect quality after completion.

8.2. Supply of goods

If a complaint of fault is not lodged within the deadlines specified in Sec. 8, the goods shall be deemed to be accepted. The assertion of warranty claims or claims for damages, and the right to avoid the contract on account of mistake on the basis of faults is excluded in such cases.

Claims of any manner against us beyond the mere remedy of faults (in particular consequential losses) are expressly excluded unless such are due to our rough negligence or firm intention. The damaged party shall prove gross negligence on our part.

8.3. Second hand products

For second hand products the warranty period shall be shortened to 6 months.

9. FORCE MAJEURE

The contractor shall be released from its responsibility for partial or complete failure to perform its obligations if the failure to perform is the consequence of events of force majeure such as floods, fire, natural disasters, acts of war, illness of the contractor etc., occurring after conclusion of the contract.

If the impossibility of full or partial performance of the contractual obligations extends over a period longer than two months, the client shall be granted the right to withdraw from the contract in whole or in part, without having to refund the contractor for any losses, including costs incurred.

10. FORMAL REQUIREMENTS

All contractual agreements, subsequent contractual amendments and additions, collateral agreements to existing contracts etc., shall be invalid unless in writing and bearing the original signatures of both contracting parties. Commitments by our field team employees made by telephone or verbally shall not be binding unless confirmed by us in writing.

11. CHOICE OF LAW

Austrian law shall apply exclusively. The application of UN Sales Law is excluded.

12. PLACE OF JURISDICTION

Place of jurisdiction for all disputes resulting from this contract or relating to the termination thereof shall be Linz, Austria.