



## GENERALL TERMS AND CONDITIONS OF SALE AND DELIVERY

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### 1. Validity

The deliveries, services and offers of GFG take solely place based on these terms and conditions: contradictory conditions or conditions that are different from the GFG terms and conditions of the customer are not admitted by GFG, unless GFG has explicitly approved their validity. Actions on the part of GFG do not count as approval of GFG deviant contract conditions. These terms and conditions count as framework agreements also for all further legal transactions amongst the business partners.

### 2. Offer

Our offers and price sheets are always nonobligatory and non-binding. GFG delivers merely by own offers which are valid for 30 days. The prices listed in the price sheets can be changed without prior announcement.

### 3. Contract closing

The contract shall be deemed concluded when GFG sent a written order confirmation after having received the order. Changes and additions of the contract require a written confirmation of GFG in order to gain validity. The offers of GFG are nonobligatory. The offers are subject to prior sale. The customer agrees with the order acknowledgment and the general terms and conditions of sale and delivery by accepting the delivery.

### 4. Plans and documents

Statements (weight, measurements, chemical analysis, features) that are in catalogues, illustrations and price sheets are only essential if they are specifically mentioned in the order acknowledgement. Plans, drafts, calculations and other technical data as well as models, brochures and illustrations remain under protection of legal clauses regarding reproduction, plagiarism, and contest etc. intellectual property of GFG.

### 5. Prices

Prices hold, if not agreed differently, ex works (EWX, Incoterms 2010) of GFG exclusive packaging. All prices mentioned by GFG are taken as net (excl. sales tax), provided that nothing else is noted. If labor costs should be changed due to collective agreements inside the industry or in-house business deals or if other cost centers that are relevant for price calculation or for provision of services necessary costs such as those for natural resources, energy, transport, outside services, financing change, is GFG entitled to lower or raise the prices.

### 6. Shipping and Packaging

Shipping takes place including all shipping expenses, weighing fees on the account and the danger of the customer. Only the amount that was determined by the shipping is relevant for calculation, if shipped by train, the cargo weight according to cargo scales. In all other cases, the factory scale of GFG. Later notice of defective weight are foreclosed. If euro-pallets are not changed directly at takeover (shipping), they will be invoiced (by a value of a new item) and accredited by later return (free shipping department). The choice of shipping remains at GFG, as long as the customer has not required anything in specific.

### 7. Delivery, transportation, default of acceptance

The selling price of GFG does not include any costs for delivery, assembly or installation. These services can be organized by GFG by separate payment if the customer requests this. The actual laid out costs of transportation or delivery including a proper administrative fee will be brought to account, at least the daily valid or common cargo and cartage of the chosen transportation. Installation works

are calculated according to time exposure (daily construction report), whereas a customary man-hour rate is understood. If the customer has not overtaken the commodity as agreed (default of acceptance), GFG is after an unsuccessful granting an additional respite enabled to store the commodity at GFG (a storage charge of 0.1% of the gross sum/started calendar day), or at the expense and risk of the consumer, to bin the ware at a businessperson that is authorized for this. GFG is also entitled to either insist on fulfilment of the contract, or after setting a grace period of at least 2 weeks, to withdraw from the contract and to utilize the ware elsewhere.

#### **8. Compensatory damage**

No compensation claims for damages in cases of slight negligence shall be excluded. This shall not apply to personal injury, consumer business for damages on stuff that was taken over for revising. The existence of slight or gross negligence is to be proven by the injured party, unless it concerns a consumer business contract. The period of limitation of claims for damages shall be three years from the point of transfer of risk, if the matter is not a consumer business. The conditions including compensation for damages as stated in these terms and conditions shall also apply if the claim for compensation is asserted in addition to or instead of a warranty claim.

#### **9. Product liability**

Claims for compensation within the §12 product liability law are foreclosed, unless the recourse claimant proves that the error in the sphere was caused at least by gross negligence by GFG.

#### **10. Avoidance of contract**

In case of default of acceptance (paragraph 7) or other important reasons, especially bankruptcy of the customer or avoidance of bankruptcy due to fortune, as well as delay of payment entitle GFG to withdraw from the contract, if the contract has not been entirely fulfilled. In case of repudiation of contract due to faulty contractual performance of the customer, are we either entitled to a liquidated compensation of 15 % or the gross amount invoiced or to the compensation of the damage incurred. In case of late payment by the client, GFG is released from all further service and delivery commitments, to hold still outstanding deliveries or services back and to demand prepayments or guarantee or even to withdraw from the contract after an appropriate grace period. If the customer withdraws from the contract without entitlements or if he requests its cancelation, GFG can either insist on the fulfilment of the contract or agree to the cancelation of the contract; at the choice of GFG is the customer obliged in the latter case to pay a liquidated compensation of 15% of the gross invoice amount or the actual costs incurred.

#### **11. Deliver-, reduction- and recall periods**

GFG is only obligated to execution of work, when the customer has fulfilled all his obligations which are necessary for the execution, especially all technical or contractual details, exploratory work and preparatory action. The delivery deadlines are essential for the delivery ex-factory. They are approximate and non-binding. An appropriate extension of the delivery period happens when unpredictable, unindebted and extraordinary happenings in the GFG factory arise, or if the delivery delays at a presupplier or a carrying business. The same is true for strikes or lockouts. All compensation claims due to non-fulfilment or delayed delivery are excluded. If such hindrances should last longer than a month or if closures inside the factory of GFG or their presupplier should occur or if war, mobilization, tumult or occupation by a foreign power should occur, then GFG is entitled to withdraw from the contract. The lack of special agreements entitles GFG to part delivery. Any delay in a part shipment does not entitle the business partner to infer any rights regarding the other part shipments. Call notices and specifications regarding partial deliveries should be made at regular intervals and cover the same volumes and be placed with sufficient notice to enable proper delivery within the delivery deadlines. If no period has been determined for the allocation, three months are considered to be agreed. In the event that the delivery is not called or specified or not called or specified in time, GFG is after unsuccessful appointment of a date entitled to claim compensatory damages due to non-fulfilment or to withdraw from the contract.

## **12. Reservation of ownership**

All goods delivered remain property of GFG (reserved goods) until the fulfilment of various claims, particularly also the respective balance claims, which are due to GFG against the consumer, no matter what legal cause. This applies independently of dedication of payments. Machining and processing of the reserved goods is made by GFG as producer, without obligating GFG. The processed ware remains in the reservation property of GFG. If the buyer processes, combines and mixes the retained goods with other goods, GFG shall be entitled to proportionate co-ownership in the new item in proportion to the invoice value of the retained goods to the invoice value of other goods used. If the ownership of GFG expires by combining or mixing, the buyer shall transfer to GFG herewith the property rights to the new goods, to which it is entitled, proportionate to the invoice value of the retained goods. Regulations that do not correspond with the requirements are not allowed by GFG to affect or approve reserved goods. If the value of the collateral exceeds (including set-off) the secured claim sustainable and more than 10%, GFG releases upon the buyer's request insofar securities by the choice of GFG. Liquidation or security transfer in safety matters or rights of GFG are without approval of GFG in favor of others inadmissible and not valid. In case of seizure by third parties is the buyer required to send immediately a registered letter to GFG. The buyer is obliged to pass information about their customers and about the achieved buying price upon request on to GFG when further sale of wares which belong to GFG. In case of further sale of reserved goods expands the reservation of ownership of this GFG to the thing or the right that the buyer receives for the reserved goods. The buyer takes the new thing or new right as a direct representative over and is obliged to store a new thing separately and without payment for GFG. The buyer shall hereby hand all disposal of reserved goods, of the new thing, or of the new right owned demands to third parties for securing all claims against GFG over. If the buyer does not meet all of his obligations or not in full extend, then he has to hand the ware over to GFG without GFG withdrawing from the contract. GFG is entitled to take reserved goods or other securing things away if the payment is delayed. The customer does not have property protection and approves in advance to removal without actual or legal hindrance. The removal is classified as a proper transfer. GFG is entitled to sell or auction off taken back reserved goods or other securing things or rights.

Needed production goods (models, forms, auxiliary devices) for the execution of an order remain property of GFG even when the customer does cost sharing and they are kept for 2 years after the last delivery. Auxiliary devices that are provided by the customer uses GFG with special care und keeps them by arrangement for a maximum of 2 years after the last delivery. GFG does not accept liability or take responsibility for condition, wear, damage or loss of these things. By GFG given or provided manufacturing- or application assistance (patterns, models, shapes, devices, constructions, drawings, formula, procedures et al) remain without any restriction the property of GFG, they are to be treated nicely and carefully and to be brought back (without specific request and free in unchanged condition as taken over) to the GFG location Trofaiach or to a different determined place. This is not true if the agreed upon part of a commodity is and from the same account. They must not be used differently, be passed on to third parties, or be used by unauthorized people.

## **13. Conditions of payment**

Demands are, if not agreed differently, after receiving and without discount due and payable. Discount deductions need a separated regulation. Checks are only accepted by a separated agreement and only because on account of payment. Payments of customers are only then valid when they have been listed in the business account of GFG. In case of a default, also with part payment, become discount agreements inoperative. The buyer is even without a dunning letter delayed. If the case of a default payment by the buyer should arise, GFG is entitled to demand the refund of the actual damage or the default charges.

## **14. Reminder fees**

The buyer is obligated to refund the creditors accruing reminder fees as far as they are needed for appropriate prosecution. If the creditor conducts the dunning procedure himself, the debtor undertakes

to pay an amount of ” 10.90 for each dunning letter sent. If the creditor conducts the dunning procedure himself, the debtor undertakes to pay an amount of ” 10.90 for each dunning letter sent and an amount of ” 3.63 for every six-month period for record keeping regarding the debt obligation in the dunning process.

#### **15. Place of jurisdiction and place of performance**

Jurisdiction for all conflicts arising directly or indirectly under the agreement is the competent court with subject matter jurisdiction in Leoben. The location of GFG is also valid for deliveries and payments if the transfer took place according to the agreement at a different location. The Austrian law is valid for contractual relations. Deviating agreements concerning sales conditions and delivery conditions are to be written down.

#### **16. Data protection, change of address and copyrights**

The buyer approves of saving and processing the personalized data that is included in the contract in fulfillment of this contract of GFG. The buyer is obligated to announce changes of residential addresses and business address, as long as the contractual legal transaction is not fulfilled of both sides. Declarations are count as delivered when they are send to the last given address, if the notification should not be made properly. Plans, drafts or any other technical documents as well as patterns, catalogues, brochures, figures remains intellectual property of GFG. The buyer does not receive any exploitation rights.