

GENERAL TERMS AND CONDITIONS OF THE SUPPLY OF SPARE PARTS

GENERAL INFORMATION:

All deliveries of spare parts and related services, in particular, installation of spare parts by Springer Maschinenfabrik GmbH („SPRINGER“) are carried out only under the following conditions, if and insofar as not in individual cases special written agreements are made. These conditions shall also apply to all future orders, deliveries and services, even if they are not explicitly mentioned there. External terms and conditions shall not apply even if they have not been explicitly contradicted.

CONCLUSION OF CONTRACTS:

Customer's orders shall become legally effective and binding for the customer by written acceptance of SPRINGER ("Order Confirmation"), in the absence of such order confirmation at the latest upon delivery to the customer. SPRINGER reserves the right to (i) refuse orders at any time without giving reasons and (ii) to accept orders only with regard to those quantities, which, according to experience, correspond to the usual order quantities of a company comparable to the size of the customer's company.

Delivery times stated by SPRINGER are non-binding and subject to the timely provision of any on-site services by the customer and the punctual delivery by the suppliers of SPRINGER. In case of delayed performance of possible services provided by the customer or non-performance of other obligations by the customer (inclusive timely payments), SPRINGER is entitled to suspend the performance of his own services giving written notice to the customer until the obligations are fulfilled by the customer.

SUPPLIES AND SERVICES TO BE PROVIDED BY THE CUSTOMER (AT THE CUSTOMER'S OWN EXPENSE):

- All spare parts and components not explicitly mentioned in the order or order confirmation;
- Dismantling of existing parts and installation of the new components;
- Modification and alteration (extension) of the hydraulic and pneumatic systems, the electrical control system as well as of electrical installations, cabling and commissioning
- The customer is exclusively responsible for all safety measures and for compliance with all obligations and requirements relating to occupational health and safety.
- The customer is obliged to provide suitable structural conditions, housing, installations, devices and units, and to take appropriate hazard prevention and employee safety measures at its own cost, and to ensure compliance with the hazard prevention and employee safety measures. It is agreed that the areas of fire safety, fire surveillance and fire prevention (along with availability of all necessary and appropriate fully functional equipment and provision of a sufficient number of fire extinguishers) are under the sole responsibility of the customer. If official approvals contain requirements concerning fire safety, the customer shall make Springer and Springer employees working at the customer's site aware of any possible obligations in connection therewith. However, this does not alter the fact that it is the customer's sole responsibility to ensure compliance with such requirements.

PAYMENT TERMS:

The payment of the SPRINGER supplied spare parts and the services provided by SPRINGER shall be made in the currency and amount indicated in the corresponding invoice.

If required, SPRINGER is entitled to demand full or partial prepayment or reasonable assurance for the payment acceptable to SPRINGER.

If the customer does not pay the amounts due within the agreed period, interest will be charged to the customer at the statutory rate, regardless of other rights available to SPRINGER. The interest accrues daily, based on the outstanding amount, from the due date until its full payment. The customer has to reimburse the reasonable costs incurred by SPRINGER or its agent during the recovery of arrears.

To issue advance payment guarantees, the Contractor shall charge the Client a fee of 0.85% p.a. above the guarantee amount during the guarantee period. Invoicing will be made after the advance payment guarantee has been issued and transmitted, and shall be due for payment within 14 days.

The contractual parties shall agree that after the end of the installation work, but at the latest before the start of commissioning with timber, all payment obligations on the part of the commissioning party that have been contractually agreed up to that point must be fulfilled. Based on this contractual agreement, the contractor shall waive the right to receive an additional banker's guarantee. After completion of the installation work, but at the latest before the start of commissioning with timber, the commissioning party shall provide the contractor with a payment guarantee (banker's guarantee) issued by a first-class banking establishment for the remaining part of the order value not yet due at that time. The term of the payment guarantee shall be twelve months from the end of the installation work.

RETENTION OF TITLE:

SPRINGER retains title to the deliverables until payment is received.

PLANS, DRAWINGS AND TECHNICAL DOCUMENTATION:

Plans, drawings and technical documentation produced by SPRINGER and arising in respect of the deliverables are and shall remain the sole and exclusive (intellectual) property of SPRINGER. They may not be used for a purpose other than that for which they were supplied without the authorization of SPRINGER. They may not be used for other purposes, copied, reproduced, given to the third parties or disclosed without the authorization of SPRINGER.

DELIVERY:

Unless otherwise agreed, deliveries of spare parts are carried out based on FCA (Incoterms 2010) A-9360 Friesach.

LIABILITY FOR DEFECTS:

The warranty period is 6 months from the date of delivery of spare parts or provision of services by SPRINGER.

The customer is obliged to notify SPRINGER in writing, within eight (8) days from the date of delivery of the defects covered by this warranty, failing which any such claim shall lapse.

Warranty claims are particularly excluded: if the customer or a third party fails to install or use the deliverables in the manner specified by SPRINGER, if operating instructions are not complied with or if the deliverables consist of components where the length of life is limited and dependent on the use, treatment or care of the product. Furthermore, SPRINGER disclaims all warranties for normal and natural wear and tear or deterioration.

SPRINGER fulfills its warranty obligations at its sole discretion either exclusively by repair or by replacement. Any replaced parts become the property of SPRINGER.

LIABILITY FOR DAMAGES:

SPRINGER's liability for damages shall be confined to cases of intentional misconduct or gross negligence. Liability is excluded for ordinary negligence, stop of production, loss of profits, loss of use, contractual loss or any other indirect or consequential loss or damage.

FORCE MAJEURE:

SPRINGER shall be not liable for any loss or damage, which may arise to the customer as direct or indirect consequence of prevention, obstruction, delay or economic failure of supply of goods or provision of services, caused by the event beyond the control of SPRINGER ("force majeure event").

All liabilities of SPRINGER shall be suspended for the duration of the situation of force majeure.

FINAL PROVISIONS:

This contract shall be governed by and construed in accordance with Austrian substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. Any dispute arising out of or related to the present contract shall exclusively be settled by the competent court of Klagenfurt.

Should any provision be invalid or unenforceable as a whole or in part, the remaining provisions shall not be affected thereby. The ineffective provision may be replaced by another one that comes as close as possible to the economic purpose of the ineffective provision.

Any changes and additions to these terms and conditions must always be expressly confirmed in writing by SPRINGER in order to become effective.